

City of Norman, OK

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



Meeting Agenda

Tuesday, June 22, 2010

6:30 PM

Municipal Building Council Chambers

City Council

*Council Member Alan Atkins
Council Member Tom Kovach
Council Member Hal Ezzell
Council Member Carol Dillingham
Council Member Rachel Butler
Council Member Jim Griffith
Council Member Doug Cubberley
Council Member Dan Quinn
Mayor Cindy Rosenthal*

City Council, Norman Utilities Authority,
Norman Municipal Authority, and Norman
Tax Increment Finance Authority Agenda

1 Roll Call**2 Pledge of Allegiance****3 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 5 through Item 33 be placed on the consent docket.

- 4 GID0910-50** APPROVAL OF THE MINUTES AS FOLLOWS:
CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT
COMMITTEE MINUTES OF MAY 21, 2010
CITY COUNCIL CONFERENCE MINUTES OF MAY 25, 2010
CITY COUNCIL STUDY SESSION MINUTES OF JUNE 1, 2010
CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 8, 2010
CITY COUNCIL MINUTES OF JUNE 8, 2010
NORMAN UTILITIES AUTHORITY MINUTES OF JUNE 8, 2010
NORMAN MUNICIPAL AUTHORITY MINUTES OF JUNE 8, 2010
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JUNE 8,
2010
CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 15, 2010

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

- 5 O-0910-41** CONSIDERATION OF ORDINANCE NO. O-0910-41 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108(O)(1) OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN TO INCREASE THE ANNUAL FEE FOR THE FOOD SERVICE ESTABLISHMENT LICENSE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to Introduce and adopt the ordinance upon First Reading by Title.

Attachments: Microsoft Word - O-0910-41 clean
Microsoft Word - O-0910-41 annotated

- 6 **AP-0910-1** CONSIDERATION OF THE MAYOR'S APPOINTMENTS OF HAROLD HARALSON AND SHARON PARKER TO THE DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF NO. 2; CHARLOTTE GORDON, ROBERT RUIZ, AND LISA SCHMIDT TO THE HUMAN RIGHTS COMMISSION; SARAH DENTON TO THE TREE BOARD; AND JAMES SHEFFIELD, LEA GREENLEAF, MARK MORTON, AND ANDREW CHADWICK TO THE REAPPORTIONMENT COMMISSION.

Motion to confirm or reject the appointments

Attachments: APPOINTMENT INFORMATION

- 7 **AP-0910-2** SUBMISSION OF THE PROPOSED NOMINATIONS FOR REAPPOINTMENT OF DAVID POARCH AS PRESIDING JUDGE, GAIL BLAYLOCK AS ASSOCIATE JUDGE, AND CHRISTI CHESLEY AS ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT EACH FOR A TERM BEGINNING JULY 1, 2010, AND ENDING JUNE 30, 2012.

Motion to acknowledge receipt of the nominations and schedule an Agenda Item on July 6, 2010, for confirmation.

- 8 **GID0910-48** SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF MAY 31, 2010, AND DIRECTING THE FILING THEREOF.

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

Attachments: Finance Report as of May 31, 2010

- 9 **RPT-0910-4** SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF MAY, 2010, AND DIRECTING THE FILING THEREOF.

Motion to acknowledge receipt and direct the filing thereof.

- 10 **RFP-0910-62** CONSIDERATION AND AWARDED OF RFP NO. 0910-62 TO
A TURN-KEY MOBILE IN THE AMOUNT OF \$27,265 FOR THE PURCHASE OF SEVEN (7) PANASONIC RUGGEDIZED NOTEBOOK COMPUTERS.

Motion to accept or reject the request for proposal, and, if accepted, authorize the purchase of seven Panasonic Ruggedized Notebook Computers from Turn Key Mobile in the amount of \$27,265.

Attachments: Bid tabulation notebook computers

- 11 **K-0910-177** CONSIDERATION OF BID NO. 0910-66, CONTRACT NO. K-0910-177 WITH RDNJ, INC. D/B/A A-TECH PAVING IN THE AMOUNT OF \$1,675,871.50; CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$114,542.50; PERFORMANCE BOND NO. B-0910-70; STATUTORY BOND NO. B-0910-71, AND MAINTENANCE BOND NO. MB-0910-70; AND RESOLUTION NO. R-0910-120 FOR THE URBAN CONCRETE PAVEMENT RECONSTRUCTION BOND PROGRAM, 2009 AND 2010 LOCATIONS.

Motion to approve or reject all bids meeting specifications; and, if approved, award the bid in the amount of \$1,675,871.50 to RDNJ, Inc., d/b/a A-Tech Paving as the lowest and best bidder meeting specifications; approve Contract No. K-0910-177, Change Order No. One increasing the contract amount by \$114,542.50, and performance, statutory, and maintenance bonds; authorize execution of the contract and change order; direct the filing of the bonds; and adopt Resolution No. R0910-120.

Attachments: [Bid Tab - Urban Conc. Pavement Reconstruction \(6-10\).pdf](#)
 [Bid Record and Engineers Estimate.pdf](#)
 [Bid Proposal A-Tech Paving.pdf](#)
 [K-0910-177](#)
 [Change Order No. One to Contract No. K-0910-177](#)
 [B-0910-70](#)
 [B-0910-71](#)
 [MB-0910-70](#)
 [Resolution R-0910-120 Project Agent .pdf](#)
 [Purchase Requisition RDNJ, Inc.](#)

- 12 **K-0910-180** CONSIDERATION AND AWARDING OF BID NO. 0910-70 FOR THE FYE 2010 TRAFFIC CALMING CONSTRUCTION; APPROVAL OF CONTRACT NO. K-0910-180 WITH RUDY CONSTRUCTION COMPANY IN THE AMOUNT OF \$140,325, CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-180 INCREASING THE CONTRACT AMOUNT BY \$8,850; PERFORMANCE BOND NO. B-0910-72, STATUTORY BOND NO. B-0910-73, MAINTENANCE BOND NO. MB-0910-71; AND RESOLUTION NO. R-0910-124 DESIGNATING RUDY CONSTRUCTION COMPANY AS PROJECT AGENT FOR THE CITY OF NORMAN.

Motion to approve or reject all bids meeting specifications; and, if approved, award the bid in the amount of \$140,325 to Rudy Construction Company as the lowest and best bidder meeting specifications; approve Contract No. K-0910-180, Change Order No. One increasing the contract amount by \$8,850, and performance, statutory, and maintenance bonds; authorize execution of the contract and change order; direct the filing of the bonds; and adopt Resolution No. R-0910-124.

Attachments: [Bid-Traffic Calming Project \(FYE2010\)](#)
 [K-0910-180 Rudy Const](#)
 [Change Order Rudy Construction](#)
 [B-0910-72 Performance](#)
 [B-0910-73 Statutory](#)
 [MB-0910-71](#)
 [Resolution - R-010-124 - Traffic Calming](#)
 [Requisition - Traffic Calming \(6-10\)](#)

- 13 **E-0910-89** EASEMENT NO. E-0910-89: ACCEPTANCE OF A PERMANENT UTILITY AND SIDEWALK EASEMENT FROM LINCOLN APARTMENTS, L.L.C., IN THE AMOUNT OF \$4,500 FOR THE LINDSEY STREET WIDENING PROJECT FROM JENKINS AVENUE TO THE BNSF RAILROAD TRACKS.

Motion to accept or reject the easement; and, if accepted direct the filing thereof with the Cleveland County Clerk; and authorize payment for the easement.

Attachments: [E-0910-89](#)
 [Table E-0910-89](#)
 [Waiver of Mortgage Lien \(NBC OK\).pdf](#)
 [Waiver of Mortgage Lien \(Sooner State Bank\).pdf](#)
 [Easement Map.pdf](#)
 [Requisition for E-0910-89 & 90.pdf](#)

- 14 **E-0910-90** EASEMENT NO. E-0910-90: ACCEPTANCE OF A TEMPORARY DRIVEWAY EASEMENT FROM LINCOLN APARTMENTS, L.L.C., IN THE AMOUNT OF \$200 IN CONNECTION WITH THE LINDSEY STREET WIDENING PROJECT FROM JENKINS AVENUE TO THE BNSF RAILROAD TRACKS.

Motion to accept or reject the easement; and, if accepted, direct the filing thereof with the City Clerk, and authorize payment for the easement.

Attachments: E-0910-90 with partial releases (2)
 Table E-0910-90
 Easement Map.pdf
 Requisition for E-0910-89 & 90.pdf

- 15 **FP-0910-1** CONSIDERATION OF A FINAL PLAT FOR NORTH NORMAN BUSINESS CENTER ADDITION AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

Motion to approve or reject the final plat; and, if approved, accept the public dedication contained within the plat; authorize the Mayor to the final plat and subdivision and maintenance bonds subject the City Development Committees acceptance of all required public improvements; and direct the filing of the final plat.

Attachments: Item- Final Plat- North Norman Business Center Addition
 Location-Final Plat- North Norman Business Center
 Preliminary Plat - North Norman Business Center Addition
 Final Plat - North Norman Business Center
 Site Plan- North Norman Business Center Addition
 Staff Report- North Norman Business Center Addition
 Minutes - PC mtg-9-10-09 - North Norman Business Center Addition

- 16 **TMP-41** ACCEPTANCE OF A WARRANTY DEED FROM B.D.L, INC., IN THE AMOUNT OF \$16,350 FOR THE 72ND AVENUE SE AND ALAMEDA PROJECT.

Motion to accept or reject the warranty deed; and, if accepted, authorize payment and direct the filing thereof.

Attachments: Parcel 1-Acceptance of Warranty Deed
 Aerial Map - Alameda-72nd Ave Intersection
 Warranty Deed BDL

- 17 **LL0910-15** LIMITED LICENSE TO PLACE NINE (9) DESIGNATE 7100" GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

Motion to approve or reject the limited license; and, if approved, authorize the issuance thereof.

Attachments: United Way Limited Licesne Application - Commuter Banners
 Microsoft Word - United Way - Commuter Banners
 List of Locations for United Way 7100 Commuter Banners
 United Way Letter of Request

- 18 **LL0910-16** LIMITED LICENSE TO PLACE TWENTY-TWO (22) "GOAL-A-METER" GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

Motion to approve or reject the limited license; and, if approved, authorize the issuance thereof.

Attachments: Limited License Application for United Way Goal-A-Meters
 United Way Limited License - Goal-A-Meters
 Locations for Goal-A-Meters
 United Way Letter of Request

- 19 **K-0809-57** AMENDMENT NO. ONE TO CONTRACT NO. K-0809-57: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) EXTENDING THE CONTRACT UNTIL JUNE 30, 2010, FOR FOR PHASE I, OF THE 2008 CANADIAN RIVER WASTELOAD ALLOCATION STUDY.

Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. One to Contract No. K-0809-57; and, if approved, authorize the execution thereof.

Attachments: Amendment.pdf

- 20 **K-0910-56** AMENDMENT NO. ONE TO CONTRACT NO. K-0910-56: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$138,000 FOR THE DESIGN OF WEST MAIN STREET BRIDGE OVER BROOKHAVEN CREEK LOCATED ½ MILE WEST OF 36TH AVENUE WEST.

Motion to approve or reject the amendment; and, if approved, authorize the execution thereof.

Attachments: Amendment No. One to Contract No. K-0910-56
 Requisition - West Main Bridge (6-10)

- 21 **K-0910-178** CONTRACT NO. K-0910-178: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GEOSAFE CORPORATION IN THE AMOUNT OF \$30,000 PER YEAR TO PROVIDE SOFTWARE LICENSING, MAINTENANCE, AND SUPPORT OF MOBILE2 SOFTWARE FOR THE POLICE DEPARTMENT AND THE FIRE DEPARTMENT.

Motion to approve or reject Contract No. K-0910-178 with GeoSafe Corporation in the amount of \$30,000 for one year; and, if approved, direct the filing thereof.

Attachments: Contract for Geosafe.pdf

- 22 **K-0910-181** CONSIDERATION OF THE RATIFICATION OF THE DECLARATION OF AN EMERGENCY TO REPLACE THE ROOF OF THE TRAFFIC CONTROL FACILITY DESTROYED IN THE MAY 10, 2010, SEVERE STORM AND THE APPROVAL OF CONTRACT NO. K-0910-181 WITH STANDARD ROOFING COMPANY, INC., IN THE AMOUNT OF \$115,000 INCLUDING PERFORMANCE BOND NO. B-0910-74, STATUTORY BOND NO. B-0910-75, MAINTENANCE BOND NO. MB-0910-72, AND PROJECT AGENT RESOLUTION NO. R-0910-133; FINAL ACCEPTANCE OF THE PROJECT; AND AUTHORIZATION FOR PAYMENT OF THE CONTRACT.

Motion to approve or reject ratification of the declaration of an emergency and the subsequent contract and bonds; and, if approved, accept the project and authorize payment to the contractor.

Attachments: City Manager Approval of Emergency Ratification
 Standard Roofing proposal.pdf
 Contract - Traffic Roof Replacement.pdf
 Bonds for Traffic Roof.pdf
 Project Agent Resolution Traffic Roof.pdf
 Pictures of Traffic Roof.pdf

- 23 **K-0910-182** CONTRACT NO. K-0910-182: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114F(277)AG, STATE JOB NO. 27794(04) FOR THE CITYWIDE LED AND BATTERY POWER BACK-UP SYSTEM INSTALLATION PROJECT AND ADOPTION OF RESOLUTION NO. R-0910-125.

Motion to approve or reject the contract; and, if approved, adopt the resolution and authorize the execution of the contract and resolution.

Attachments: ODOT Letter - LED Upgrade Project
 K-0910-182
 R-0910-125

- 24 **K-0910-183** CONTRACT NO. K-0910-183: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114B(201)AG, STATE JOB NO. 24286(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF 36TH AVENUE NW AND ROCK CREEK ROAD AND ADOPTION OF RESOLUTION NO. R-0910-126.

Motion to approve or reject the contract; and, if approved, adopt the resolution and authorize the execution of the contract and resolution.

Attachments: ODOT Letter - 36th NW & Rock Creek
 K-0910-183
 R-0910-126

- 25 **K-0910-184** CONTRACT NO. K-0910-184: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114B(262)AG, STATE JOB NO. 26917(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF TECUMSEH ROAD AND HEALTHPLEX PARKWAY / JOURNEY PARKWAY AND ADOPTION OF RESOLUTION NO. R-0910-127.

Motion to approve or reject the contract; and, if approved, adopt the resolution and authorize the execution of the contract and resolution.

Attachments: ODOT Letter - Tecumseh & Healthplex

K-0910-184

R-0910-127

- 26 **K-0910-187** CONTRACT NO. K-0910-187: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114B(262)AG, STATE JOB NO. 26917(04) FOR THE ACQUISITION OF RIGHT-OF-WAY, RELOCATION OF UTILITIES AND REMOVAL OF ENCROACHMENTS ASSOCIATED WITH THE TECUMSEH ROAD AND HEALTHPLEX PARKWAY/JOURNEY PARKWAY TRAFFIC SIGNALIZATION PROJECT AND ADOPTION OF RESOLUTION NO. R-0910-132

Motion to approve or reject the contract; and, if approved, adopt the resolution, and authorize the execution of the contract and resolution.

Attachments: K-0910-187

R-0910-132

- 27 **K-0910-185A** CONTRACT NO. K-0910-185: CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS IN AN AMOUNT NOT-TO-EXCEED \$231,431 FOR PHASE II OF THE 2008 CANADIAN RIVER WASTELOAD ALLOCATION STUDY AND BUDGET APPROPRIATION.

Acting as the Norman Utilities Authority, motion to approve or reject the contract; and, if approved, authorize the execution thereof.

Attachments: Letter to ACOG

 K-0910-185

 Purchase Requisition to ACOG

- 28 **K-0910-188** CONTRACT NO. K-0910-188: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRESIDIO NETWORKED SOLUTIONS, INCORPORATED, IN THE AMOUNT OF \$453,216.75 TO ASSIST WITH THE DESIGN, IMPLEMENTATION AND INSTALLATION OF A MULTIPLE TIERED NETWORK STORAGE AND BACKUP INFRASTRUCTURE PROJECT ALSO INCORPORATING SERVER VIRTUALIZATION.

Motion to approve or reject the contract; and, if approved, authorize the execution thereof.

Attachments: Presidio Delivery and Pricing
 Bid Tabulation Network Storage
 Presidio Networked Solutions Contract

- 29 **R-0910-136** RESOLUTION NO. R-0910-136: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$223,810 FROM THE GENERAL FUND BALANCE FOR PAYMENT OF ON-THE-JOB INJURY (OJI) MEDICAL BILLS; AND (2) APPROPRIATION OF GENERAL FUND BALANCE FOR PAYMENT OF ORDERS/SETTLEMENTS IN THE WORKERS' COMPENSATION ACCOUNT AND OTHER RELATED WORKERS' COMPENSATION FEE ACCOUNTS.

Motion to adopt or reject the resolution.

Attachments: Attachment A - Expenses
 Attachment B - Increase
 R-0910-136

- 30 **R-0910-138** A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON AUGUST 24, 2010.

Motion to adopt or reject the resolution.

Attachments: R-0910-138 Election Board Notice
 O-0910-37 Sanitation Rates
 O-0910-38 Water Rates
 O-0910-39 Calling for Election

- 31 **P-0910-31** A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF JUNE 21 THROUGH 27, 2010, AS AMATEUR RADIO WEEK IN THE CITY OF NORMAN.

Motion to acknowledge receipt of the proclamation and direct the filing thereof.

Attachments: Amateur Radio Week

- 32 **P-0910-32** A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA PROCLAIMING THE WEEK OF JUNE 30 THROUGH JULY 4, 2010, AS VIETNAM VETERANS' RECOGNITION AND REMEMBRANCE WEEK IN THE CITY OF NORMAN.

Motion to acknowledge receipt of the proclamation and direct the filing thereof.

Attachments: Proclamation.pdf

33 **Non-Consent Items**

- 34 **R-0910-96** RESOLUTION NO. R-0910-96: 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-0910-8**, SO AS TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION NINE, TOWNSHIP EIGHT NORTH, RANGE TWO WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE MEDIUM DENSITY RESIDENTIAL DESIGNATION AND OFFICE DESIGNATION AND REMOVE THE SAME FROM THE INDUSTRIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED ¼ MILE NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 12TH AVENUE S.E.)

Motion to adopt or reject the resolution.

Attachments: R-0910-96
 Victory Park LUP Location Map
 Victory Park LUP Staff Report
 Victory Park PC Minutes

- 35 **O-0910-25** ORDINANCE NO. O-0910-25: 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 A TRACT OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ¼ MILE NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 12TH AVENUE S.E.)

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt the ordinance upon Final Reading as a whole.

Attachments: O-0910-25

Victory Park site plan.pdf

Victory Park location map.pdf

Victory Park staff report.pdf

Victory Park PUD narrative.pdf

Victory Park Predevelopment Meeting Summary.pdf

Victory Park PC minutes.pdf

Legislative History

4/8/10	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department
6/8/10	City Council	Introduced and adopted on First Reading by title only

- 36 **PP-1011-1** CONSIDERATION OF A PRELIMINARY PLAT FOR VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT (A REPLAT OF LOT 1, BLOCK 1, SHAKLEE ADDITION - FORMERLY KNOWN AS NRH FOUNDATION ADDITION) AND WAIVER OF ALLEY REQUIREMENTS FOR THE COMMERCIAL OFFICES.

Motion to approve or reject the preliminary plat and waiver of alley requirements for the commercial offices.

Attachments: [Table- traffic capacity](#)
 [Location Map- Prelim Plat -Victory Park Addition](#)
 [Preliminary Site Plan - Victory Plan](#)
 [Prelim Plat - Victory Park Addition](#)
 [Staff Report - Victory Park Addition](#)
 [Development Review Form](#)
 [Letter from Cardinal Eng to CON \(3-31-09\)](#)
 [Park Board Minutes \(4-2-09\) Victory Park Addition](#)
 [Planning Comm. Minutes \(5-13-10\) Victory Park Addition](#)

- 37 **O-0910-35** ORDINANCE NO. O-0910-35: 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 A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP IN THE R-3, MULTI-FAMILY DWELLING DISTRICT FOR LOTS EIGHTEEN (18) THROUGH TWENTY-NINE (29) AND THE NORTH 12-1/2 FEET OF LOT THIRTY (30), BLOCK FOUR (4), HARDIE-RUCKER ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (420 E. LINDSEY STREET)

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt the ordinance upon Final Reading as a whole.

Attachments: [O-0910-35](#)
 [Site Plan](#)
 [Location map](#)
 [Staff Report.pdf](#)
 [Predevelopment Meeting Summary.pdf](#)
 [Protest Area Map 420 E. Lindsey](#)
 [Letter of Protest 420 E. Lindsey](#)
 [Planning Commission minutes.pdf](#)

Legislative History

4/8/10	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department
6/8/10	City Council	Introduced and adopted on First Reading by title only

- 38** **O-0910-36** ORDINANCE NO. O-0910-36: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 14-310 TO CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN TO INCREASE CERTAIN ADMINISTRATIVE FINES IN LIEU OF COURT APPEARANCE; PROVIDING FOR THE SEVERABILITY THEREOF; AND DECLARING AN EMERGENCY.

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to approve Emergency Section No. 3.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Attachments: O-0910-36 Clean
 O-0910-36 Annotated

Legislative History

6/8/10	City Council	Introduced and adopted on First Reading by title only
--------	--------------	---

- 39 **O-0910-37** ORDINANCE NO. O-0910-37: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-0910-39, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1 2012, AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Attachments: Microsoft Word - ATTACHMENT A WATER RATES

O-0910-37 Sanitation Rates-Anno-Final 6-2-10

O-0910-37 Sanitation Rates-Clean-Final 6-2-10

Legislative History

6/8/10	City Council	Introduced and adopted on First Reading by title only
--------	--------------	---

- 40 **O-0910-38** ORDINANCE NO. O-0910-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-0910-39, INCREASING WATER RATES FOR RESIDENTIAL USERS BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL, AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Attachments: Microsoft Word - ATTACHMENT A WATER RATES
 O-0910-38 Water Rate Hike Final Annotated 6-2-10
 O-0910-38 Water Rate Hike Final Clean 6-2-10

Legislative History

6/14/10	City Council	Introduced and adopted on First Reading by title only
---------	--------------	---

- 41 **O-0910-39** ORDINANCE NO. O-0910-39: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA (THE CITY), ON THE 24TH DAY OF AUGUST, 2010, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-0910-37 WHICH ORDINANCE AMENDS SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE RATE FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1 2012, AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012; AND THE QUESTION APPROVING OR REJECTING ORDINANCE NO. O-0910-38 WHICH ORDINANCE AMENDS SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING WATER RATES FOR RESIDENTIAL USERS BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL, AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Attachments: Microsoft Word - ATTACHMENT A WATER RATES
O-0910-39 Special Election-Sanitation and Water Rates Final 6-2-10
Proc-Notice Amend Sanitation- Water Rates Special Election Final 6-2-10

Legislative History

6/8/10 City Council Introduced and adopted on First Reading by title only

- 42 **O-0910-40** ORDINANCE NO. O-0910-40: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 8-528 OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR THE ADMINISTRATION OF CONVENTION AND TOURISM DEVELOPMENT FUNDS AND NON-PROFIT BOARD COMPOSITION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to adopt or reject the ordinance on Second Reading section by section.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Attachments: O-0910-40-Annotated
O-0910-40-Clean

Legislative History

6/8/10 City Council Introduced and adopted on First Reading by title only

- 43 **K-9293-136** AMENDMENT NO. SIX TO CONTRACT NO. K-9293-139: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN CONVENTION AND VISITOR'S BUREAU TO EXPAND THE BOARD OF DIRECTORS MEMBERSHIP AND CREATE CERTAIN SEMI-ANNUAL REPORT REQUIREMENTS.

Motion to approve or reject the amendment; and, if approved, authorize the execution thereof.

Attachments: Amendment No. 6 to K-9293-136
NCVB Contract - Inclusive of all Amendments - Executed 6-17-10

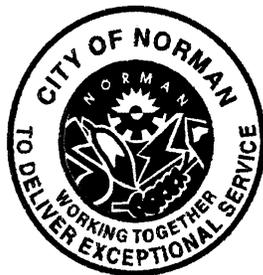
44 **Miscellaneous Discussion**

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

45 **Adjournment**

City of Norman, OK

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



Meeting Agenda

Tuesday, June 22, 2010

6:30 PM

Municipal Building Council Chambers

City Council

*Council Member Alan Atkins
Council Member Tom Kovach
Council Member Hal Ezzell
Council Member Carol Dillingham
Council Member Rachel Butler
Council Member Jim Griffith
Council Member Doug Cubberley
Council Member Dan Quinn
Mayor Cindy Rosenthal*

City Council, Norman Utilities Authority,
Norman Municipal Authority, and Norman
Tax Increment Finance Authority Agenda



City of Norman, OK

Item 4

Text File

File Number: GID0910-50

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

Introduced: 6/17/2010

Current Status: Consent Item

Version: 1

Matter Type: Minutes

Title

APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE MINUTES OF
MAY 21, 2010

CITY COUNCIL CONFERENCE MINUTES OF MAY 25, 2010

CITY COUNCIL STUDY SESSION MINUTES OF JUNE 1, 2010

CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 8, 2010

CITY COUNCIL MINUTES OF JUNE 8, 2010

NORMAN UTILITIES AUTHORITY MINUTES OF JUNE 8, 2010

NORMAN MUNICIPAL AUTHORITY MINUTES OF JUNE 8, 2010

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JUNE 8, 2010

CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 15, 2010

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



City of Norman, OK

Item 5

Text File

File Number: O-0910-41

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

Introduced: 6/10/2010

Current Status: Consent Item

Version: 1

Matter Type: Ordinance

Title

CONSIDERATION OF ORDINANCE NO. O-0910-41 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108(O)(1) OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN TO INCREASE THE ANNUAL FEE FOR THE FOOD SERVICE ESTABLISHMENT LICENSE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to Introduce and adopt the ordinance upon First Reading by Title.

Body

BACKGROUND:

This proposed Ordinance amends Section 13-108(o)(1) of the Norman City Code to bring food service licensing fees in line with fees assessed by other Oklahoma municipalities. The City Clerk's Office last increased the food service licensing fees in December 2001. The proposed amendment was presented to the Finance Committee on May 5, 2010 during which all members of Council were present. At the end of this meeting, it was the consensus of the Committee to move forward with this item.

DISCUSSION:

Oklahoma state law allows the State Board of Health to establish a system of fees to be charged for services rendered to members of the public in the issuance and renewal of licenses. A license for food service must be held by any operation which stores, prepares, packages, services, vends or otherwise provides food for human consumption and relinquishes possession of that food directly to the consumer or indirectly through a delivery service; it generally exempts kitchens in private homes and food processing plants. The food service licensing fee amounts are promulgated under the Office of Administrative Rules Title 310 Chapter 250-3-1(5) wherein the initial licensing fee may be assessed at \$350.00 with renewal fees assessed at \$250.00. The Board bases its schedule of licensing or permitting fees upon the reasonable costs of review and inspective services rendered in connection with each license and permit program.

The City issues approximately 450 food establishment licenses annually. The City's annual licensing fee for food service establishments is currently forty dollars (\$40.00). Staff requests that this fee be increased to (\$50.00) to reflect the cost of issuing these licenses. This fee has not been increased since December 2001. Moreover, this amendment will bring the City's fee amount in line with those assessed by other Oklahoma cities such as Midwest City and Moore.

STAFF RECOMMENDATION:

It is the recommendation of staff to amend the food service license in the City Code as outlined in the attachment.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108(O)(1) OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN TO INCREASE THE ANNUAL FEE FOR THE FOOD SERVICE ESTABLISHMENT LICENSE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 13-108(o) of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-108. Fee schedules for licenses and permits and occupational taxes.

(a) The fee schedule, hereinafter set forth, shall be levied and collected by the Clerk, or his representatives, for the applicable license, fees, permits, or occupational tax levies, prior to the insurance of any such license permit or conducting of the business of serving mixed beverages.

* * *

(o) Food service establishments:

(1) Annual\$50.00

* * *

§ 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 _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108(O)(1) OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN TO INCREASE THE ANNUAL FEE FOR THE FOOD SERVICE ESTABLISHMENT LICENSE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 13-108(o) of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-108. Fee schedules for licenses and permits and occupational taxes.

(a) The fee schedule, hereinafter set forth, shall be levied and collected by the Clerk, or his representatives, for the applicable license, fees, permits, or occupational tax levies, prior to the insurance of any such license permit or conducting of the business of serving mixed beverages.

* * *

(o) Food service establishments:

(1) Annual..... \$40.00 \$50.00

* * *

§ 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

NOT ADOPTED this _____ day

of _____, 2010.

of _____, 2010.

Mayor

Mayor

ATTEST:

City Clerk



City of Norman, OK

Item 6

Text File

File Number: AP-0910-1

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

Introduced: 6/8/2010

Current Status: Consent Item

Version: 1

Matter Type: Appointment

TITLE

CONSIDERATION OF THE MAYOR'S APPOINTMENTS OF HAROLD HARALSON AND SHARON PARKER TO THE DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF NO. 2; CHARLOTTE GORDON, ROBERT RUIZ, AND LISA SCHMIDT TO THE HUMAN RIGHTS COMMISSION; SARAH DENTON TO THE TREE BOARD; AND JAMES SHEFFIELD, LEA GREENLEAF, MARK MORTON, AND ANDREW CHADWICK TO THE REAPPORTIONMENT COMMISSION.

Motion to confirm or reject the appointments

BODY

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. James Sheffield will fill the unexpired vacancy left by Chris Lewis; Lea Greenleaf will fill the unexpired vacancy left by Greg Jungman; Andrew Chadwick will replace Lori Cornelson; Sarah Denton will replace Bob Denton who is no longer eligible to serve, and Harold Haralson, Sharon Parker, Charlotte Gordon, Robert Ruiz, Lisa Schmidt, and Mark Morton are reappointments.

SEE ATTACHED CHART FOR APPOINTMENT INFORMATION

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF NO. 2		
TERM: 04-10-10 TO 04-10-13	HAROLD HARALSON	516 AVON DRIVE
TERM: 04-10-10 TO 04-10-13	SHARON PARKER	1720 CINDERELLA DRIVE
HUMAN RIGHTS COMMISSION		
TERM: 07-13-10 TO 07-13-13	CHARLOTTE GORDON	212 SANDSTONE DRIVE
TERM: 07-13-10 TO 07-13-13	ROBERT RUIZ	301 ½ EAST MAIN STREET
TERM: 07-13-10 TO 07-13-13	LISA SCHMIDT	1330 SALSBURY STREET
REAPPORTIONMENT COMMISSION		
TERM: 06-22-10 TO 07-01-13	JAMES SHEFFIELD	2912 DEVONSHIRE DRIVE
TERM: 06-22-10 TO 07-01-13	LEA GREENLEAF	2602 SOUTH PICKARD AVENUE
TERM: 07-01-10 TO 07-01-15	MARK MORTON	7650 CINNAMON CIRCLE
TERM: 07-01-10 TO 07-01-15	ANDREW CHADWICK	2241 RAVENWOOD LANE
TREE BOARD		
TERM: 06-22-10 TO 05-14-12	SARAH DENTON	1020 WEST BROOKS STREET



City of Norman, OK

Item 7

Text File

File Number: AP-0910-2

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

Introduced: 6/8/2010

Version: 1

Current Status: Consent Item

Matter Type: Appointment

Title

SUBMISSION OF THE PROPOSED NOMINATIONS FOR REAPPOINTMENT OF DAVID POARCH AS PRESIDING JUDGE, GAIL BLAYLOCK AS ASSOCIATE JUDGE, AND CHRISTI CHESLEY AS ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT EACH FOR A TERM BEGINNING JULY 1, 2010, AND ENDING JUNE 30, 2012.

Motion to acknowledge receipt of the nominations and schedule an Agenda Item on July 6, 2010, for confirmation.

Body

INFORMATION: In accordance with Section 14-201 of the Code of the City of Norman, the above-described item appears on City Council's agenda in order to give written nomination of David Poarch as Presiding Judge, Gail Blaylock as Associate Judge, and Christi Chesley as Acting Judge of the Municipal Criminal Court each for a term beginning July 1, 2010, and ending June 30, 2012.



City of Norman, OK

Item 8

Text File

File Number: GID0910-48

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

Introduced: 6/8/2010

Version: 1

Current Status: Consent Item

Matter Type: Communication or Report

Title

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF MAY 31, 2010, AND DIRECTING THE FILING THEREOF.

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

DATE: 03-Jun-10
 TO: City Council
 FROM: Anthony Francisco, Director of Finance
 PREPARED BY: Clint Mercer, Chief Accountant
 SUBJECT: Breakdown of Interest Earnings by Fund



FUND	MONTHLY COMPARISON				ANNUAL COMPARISON			
	MONTHLY BUDGETED INTEREST EARNINGS FYE10	MONTHLY INTEREST EARNINGS May 2010	MONTHLY % INCREASE (DECREASE)	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE10-YTD	INTEREST EARNINGS YTD FYE10	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$20,833	\$11,379	-45.38%	17.94%	\$229,167	\$123,511	-46.10%	17.07%
ROOM TAX FUND	\$459	\$57	-87.69%	0.09%	\$2,750	\$1,430	-48.00%	0.20%
CAPITAL PROJECTS FUND	\$29,167	\$14,177	-51.39%	22.35%	\$320,833	\$177,714	-44.61%	24.56%
SINKING FUND	\$3,333	\$2,729	-18.13%	4.30%	\$36,667	\$28,549	-22.14%	3.94%
G.O. BOND FUND	\$167	\$102	-38.83%	0.16%	\$1,833	\$1,015	-44.64%	0.14%
WESTWOOD FUND	\$625	\$69	-89.03%	0.11%	\$6,875	\$6,127	-10.88%	0.85%
WATER FUND	\$10,000	\$6,822	-31.78%	10.75%	\$110,000	\$81,870	-25.57%	11.31%
WASTEWATER FUND	\$25,000	\$7,281	-70.87%	11.48%	\$275,000	\$71,260	-74.09%	9.85%
HALLPARK FUND	N/A	\$20	100.00%	0.03%	N/A	\$212	100.00%	0.03%
DEVELOPMENT EXCISE	\$16,667	\$9,831	-41.01%	15.50%	\$183,333	\$89,898	-50.96%	12.42%
SEWER SALES TAX	\$16,667	\$6,783	-59.30%	10.69%	\$183,333	\$87,454	-52.30%	12.08%
SANITATION FUND	\$2,500	\$1,060	-57.61%	1.67%	\$27,500	\$17,808	-35.24%	2.46%
PARKLAND FUND	\$2,211	\$1,039	-52.99%	1.64%	\$24,319	\$10,664	-56.15%	1.47%
TRUST & AGENCY FUNDS	N/A	\$5	100.00%	0.01%	N/A	\$38	100.00%	0.01%
TAX INCREMENT DISTRICT	\$417	\$768	100.00%	1.21%	\$4,583	\$10,909	100.00%	1.51%
SPECIAL GRANTS FUND	N/A	\$116	100.00%	0.18%	N/A	\$2,099	100.00%	0.29%
CLEET FUND	N/A	\$15	100.00%	0.02%	N/A	\$129	100.00%	0.02%
HOUSING	N/A	\$44	100.00%	0.07%	N/A	\$751	100.00%	0.10%
SITE IMPROVEMENT FUND	N/A	\$36	100.00%	0.06%	N/A	\$381	100.00%	0.05%
ARTERIAL ROAD FUND	N/A	\$739	100.00%	1.16%	N/A	\$8,079	100.00%	1.12%
SEIZURES	\$42	\$364	773.46%	0.57%	\$458	\$3,813	731.85%	0.53%
	<u>\$128,087</u>	<u>\$63,435</u>	<u>-50.47%</u>	<u>100.00%</u>	<u>\$1,406,653</u>	<u>723,710</u>	<u>-48.55%</u>	<u>100.00%</u>

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of \$ 108.57 million as of 5/31/10 are represented by working capital cash balances of all City funds of approximately \$ 51.63 million, outstanding encumbrances of \$27.67 million, General Obligation Bond proceeds of \$8.26, NUA revenue bond proceeds of \$17.04 million, and NMA bond proceeds of \$3.97 million.

INVESTMENT BY TYPE

April 30, 2010

<u>LIST BY TYPE</u>	<u>SEC. NO.</u>	<u>PURCHASED</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>EARNED INTEREST</u>	<u>COST</u>	<u>MARKET</u>
**Checking							
BANK OF AMERICA	NUA REV. FD.				\$0.00	\$0.00	\$0.00
BANK OF AMERICA	GEN'L DEP.			0.30%	\$1,879.54	\$4,876,796.03	\$4,876,796.03
BANK OF AMERICA	WARRANTS PAYABLE				\$0.00	(\$1,386,685.60)	(\$1,386,685.60)
BANK OF AMERICA	PAYROLL				\$0.00	(\$2,342,245.70)	(\$2,342,245.70)
BANK OF AMERICA	COURT BOND REFUNDS				\$0.00	\$256,416.00	\$256,416.00
BANK OF AMERICA	INSURANCE CLAIMS				\$0.00	(\$624,525.78)	(\$624,525.78)
BANK OF AMERICA	HALLPARK			0.01%	\$1.68	\$123,863.92	\$123,863.92
**Subtotal					\$1,881.22	\$903,618.87	\$903,618.87
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.01%	\$3.57	\$744,403.13	\$744,403.13
BANCFIRST-NMA Sanitat.	MONEY MKT.			0.01%	\$6.30	\$3,591,889.23	\$3,591,889.23
BANCFIRST-NMA Golf	MONEY MKT.			0.01%	\$0.88	\$381,708.95	\$381,708.95
BANCFIRST-NUA Water	MONEY MKT.			0.01%	\$115.23	\$16,297,673.90	\$16,297,673.90
Bank of Oklahoma UNP TIF	MONEY MKT.			0.01%	\$222.51	\$2,113,230.08	\$2,113,230.08
FIRST FIDELITY	MONEY MKT.			0.50%	\$67.70	\$0.00	\$0.00
BANK OF AMERICA	MONEY MKT.			0.01%	\$4.47	\$239,844.78	\$239,844.78
BANK OF AMERICA	MONEY MKT.			0.16%	\$32.44	\$262,007.95	\$262,007.95
BANK OF AMERICA - Drinking W	MONEY MKT.			0.30%	\$343.72	\$1,522,725.45	\$1,522,725.45
BANK OF AMERICA - Clean Wat	MONEY MKT.			0.30%	\$60.61	\$543,792.93	\$543,792.93
BANK OF AMERICA-2008A	MONEY MKT.			0.30%	\$842.09	\$3,299,018.42	\$3,299,018.42
BANK OF AMERICA-2008B	MONEY MKT.			0.30%	\$1,263.72	\$4,960,873.65	\$4,960,873.65
**Subtotal					\$2,963.24	\$33,957,168.47	\$33,957,168.47
**Sweep/Overnight							
JP MORGAN	SHORT TERM			0.00%	\$29.87	\$8,693,045.94	\$8,693,045.94
**U.S. Treasury Securities							
FHLB	3133XFJY3	08/31/09	06/10/11	1.11%	5,012.45	5,555,000.00	\$5,806,697.05
FHLB	3133XTGZ3	08/31/09	07/08/10	0.43%	1,768.41	5,000,000.00	\$5,004,700.00
T-Note	912828JA9	08/31/09	05/31/10	0.32%	1,178.64		
T-Note	912828JS0	08/31/09	11/30/10	0.55%	2,234.10	5,000,000.00	\$5,024,400.00
FHLMC	312SX1EJ2	12/31/09	05/22/13	2.08%	3,062.40	2,000,000.00	\$2,145,980.00
FHLB	3133XWD71	12/31/09	02/28/12	1.24%	5,172.68	5,000,000.00	\$5,017,200.00
T-Note	912828KP4	12/31/09	05/15/12	1.31%	4,535.15	6,000,000.00	\$6,066,027.98
FHLB	3133XWD71	12/31/09	02/28/12	1.25%	5,196.26	5,000,000.00	\$5,017,200.00
T-Note	912828JL5	12/31/09	09/30/10	0.36%	3,431.32	12,500,000.00	\$12,573,250.00
T-Note	912828KP4	12/31/09	05/15/12	1.31%	6,907.34	6,750,000.00	\$6,840,414.53
FFCB	31331G2R9	03/31/10	12/07/12	1.58%	131.58	100,000.00	\$101,469.00
FHLB	3133XTS49	03/31/10	06/20/12	1.30%	107.99	100,000.00	\$101,688.00
FHLMC	3128Y9KQ2	03/31/10	11/10/11	0.99%	1,474.16	1,930,000.00	\$1,933,512.60
FHLMC	3128X9C40	03/31/10	08/26/13	2.15%	17,903.01	10,000,000.00	\$10,041,100.00
U.S. STRIPS (Hallpark)	912833KC3	06/09/04	05/15/14	5.12%	445.64	79,860.00	\$123,054.36
**Subtotal					58,561.13	65,014,860.00	\$65,796,693.51
TOTAL					63,435.46	108,568,693.28	\$109,350,526.79

The Governmental Accounting Standards Board requires the reporting of market values of investment securities. These market values represent the amount of money the security would sell for on the open market, if cash flow demands were such that the security had to be sold. The City of Norman purchases investment securities with the intent of holding them to maturity, as stated in the City's Investment Policy. Only in exceptional circumstances would securities be sold before their maturity, due to cash flow demands or favorable market conditions.



City of Norman, OK

Item 9

Text File

File Number: RPT-0910-4

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

Introduced: 6/11/2010

Current Status: Consent Item

Version: 1

Matter Type: Communication or Report

Title

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF MAY, 2010, AND DIRECTING THE FILING THEREOF.

Motion to acknowledge receipt and direct the filing thereof.



City of Norman, OK

Item 10

Text File

File Number: RFP-0910-62A

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

Introduced: 6/14/2010

Version: 1

Current Status: Consent Item

Matter Type: Request for Proposal

Title

CONSIDERATION AND AWARDDING OF RFP NO. 0910-62 TO TURN-KEY MOBILE IN THE AMOUNT OF \$27,265 FOR THE PURCHASE OF SEVEN (7) PANASONIC RUGGEDIZED NOTEBOOK COMPUTERS.

Motion to accept or reject the request for proposal, and, if accepted, authorize the purchase of seven Panasonic Ruggedized Notebook Computers from Turn Key Mobile in the amount of \$27,265.

Body

BACKGROUND:

The FYE 2010 budget approved by City Council in June of 2009 includes funds in the amount of \$51,705 in account no. 010-6122-421-53-02, Telecommunication Equipment/ Personal Computers, for the purchase of nine ruggedized notebook Computers for new Patrol Officers being hired in FYE 2010 under the Public Safety Sales Tax.

DISCUSSION:

Requests for Proposals (RFP) for the purchase of nine Panasonic Toughbook ruggedized notebook computers (Panasonic CF 30). Included in the RFP was a separate price for a five-year damage warranty. Responses were received from three vendors in compliance with the RFP requirements. A tabulation of the RFP bids is attached.

RECOMMENDATION:

The Norman Police Department has decided that only seven (7) of these Panasonic Toughbook notebook computers will be needed for FYE 2010. Staff recommends that RFP No. 0910-62 be awarded to Turn-Key Mobile as the lowest and best bid meeting the requirements of the RFP at a total cost of \$27,265 for seven units at \$3,895 per unit. Funds for this purchase are available in Telecommunication Equipment/Personal Computers account no. 010-6122-421.53-02.

TABULATION OF BIDS
PURCHASE OF SEVEN (7) PANASONIC RUGGEDIZED NOTEBOOK
COMPUTERS

Bidder Name	Item 1 Unit Price Bid	Item 2 Unit Price Bid	Total Unit Price	Total for 7 Units
Turn Key Mobile	\$3,350.00	\$545.00	\$3,895.00	\$35,055.00
First Mobile Tech	No Bid	No Bid	No Bid	No Bid
CDW-G	\$3,628.94	\$589.00	\$4,217.94	\$37,961.46
Insight Public Sector	\$3,770.00	\$665.00	\$4,435.00	\$39,915.00
GovConnection	No Bid	No Bid	No Bid	No Bid
AdvanceTech Systems	No Bid	No Bid	No Bid	No Bid
GTSI Corporation	No Bid	No Bid	No Bid	No Bid



City of Norman, OK

Item 11

Text File

File Number: K-0910-177

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

Introduced: 6/8/2010

Current Status: Consent Item

Version: 1

Matter Type: Bid

Title

CONSIDERATION OF BID NO. 0910-66, CONTRACT NO. K-0910-177 WITH RDNJ, INC. D/B/A A-TECH PAVING IN THE AMOUNT OF \$1,675,871.50; CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$114,542.50; PERFORMANCE BOND NO. B-0910-70; STATUTORY BOND NO. B-0910-71, AND MAINTENANCE BOND NO. MB-0910-70; AND RESOLUTION NO. R-0910-120 FOR THE URBAN CONCRETE PAVEMENT RECONSTRUCTION BOND PROGRAM, 2009 AND 2010 LOCATIONS.

Motion to approve or reject all bids meeting specifications; and, if approved, award the bid in the amount of \$1,675,871.50 to RDNJ, Inc., d/b/a A-Tech Paving as the lowest and best bidder meeting specifications; approve Contract No. K-0910-177, Change Order No. One increasing the contract amount by \$114,542.50, and performance, statutory, and maintenance bonds; authorize execution of the contract and change order; direct the filing of the bonds; and adopt Resolution No. R0910-120.

Body

BACKGROUND:

In the Norman General Obligation Bond Election of March 29, 2005, voters approved the Urban Concrete Pavement Reconstruction Projects. This improvement program involves the removal and replacement of damaged concrete pavement in neighborhoods throughout Norman.

The 2009 and 2010 locations are funded in Account No. 050-9393-431.61-01 as Project Nos. BP0168 - BP0187 and BP0268 - BP0280. Bid specifications and documents were advertised on May 14, 2010 and May 21, 2010. Nine (9) paving contractors received a set of documents. If approved, the base bid for this project will complete all urban concrete street projects included in the 2005 Bond Election.

DISCUSSION:

The bid opening was conducted on June 04, 2010, and four (4) contractors submitted bids. The lowest bid in the amount of \$1,675,871.50 was submitted by RDNJ, Inc. d/b/a A-Tech Paving. The low bid is below the engineer's estimate of \$1,791,655.00 by \$115,783.50 (6.9 percent). The average of the four (4) bids is \$1,847,969.13. A-Tech Paving has previously worked for the City of Norman, and the firm received favorable references from other cities on similar projects, including the City of Oklahoma City.

RECOMMENDATION NO 1:

Staff has reviewed the bids and recommends that Bid No. 0910-66 for the 2005 Urban Concrete Pavement Reconstruction Bond Program, 2009 and 2010 locations, be awarded to the low bidder, RDNJ, Inc. d/b/a A-Tech Paving in the amount of \$1,675,871.50.

RECOMMENDATION NO 2:

Staff further recommends that, upon approval of Bid No. 0910-66, the following contract and bonds be approved:

Contract No. K-0910-177
Performance Bond No. B-0910-70
Statutory Bond No. B-0910-71
Maintenance Bond No. MB-0910-70

RECOMMENDATION NO. 3:

Staff further recommends that, upon approval of Contract No. K-0910-177, that Resolution No. R-0910-120 be adopted authorizing RDNJ, Inc. d/b/a A-Tech Paving as project agent.

RECOMMENDATION NO. 4:

Staff further recommends that Change Order No. 1 in the amount of \$114,542.50 be approved. If approved, this Change Order will utilize all of the funds collected for this portion of the 2005 Bond Program. The contract amount will be increased by 6.8% for a total amount of \$1,790,414. The additional concrete street maintenance completed with this change order will be selected using the City's Pavement Management System.

C O N T R A C T

THIS CONTRACT made and entered into this 22 day of JUNE, 2010, by and between as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY 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 projects:

URBAN CONCRETE PAVEMENT RECONSTRUCTION BOND PROJECTS

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 CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

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

(WRITTEN) ONE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 50/100 (DOLLARS);

(NUMERALS) (\$ 1,675,871.50).

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, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
- 2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, 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 310.9.

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

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

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and continuously complete the same within 365 calendar days following receipt of said NOTICE-TO-PROCEED.

4) That the CITY 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.
- 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 rise 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 Agreement.

5) 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 CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

6) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

Contract No. K-0910-177
Page 2 of 5

7) 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 CITY 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 CITY.

8) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.

9) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

10) 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.

11) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of 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 CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

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

STATE OF Oklahoma)
) ss:
COUNTY OF OKLAHOMA)

ROBERT F. DOYLE, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Robert F. Doyle
Contractor

Subscribed and sworn to before me this 10 day of June, 2010.

Glenda S. Bond
Notary Public



Contract No. K-0910-177
Page 3 of 5

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

(Corporate Seal) (where applicable)

ATTEST:
Authorized Representative
Miss A. [unclear]
Corporate Secretary (where applicable)

Principal
Signed: *Robert F. Doyle*
ROBERT F. DOYLE
Title: PRESIDENT
Address P.O. Box 2865 - EDMOND, OK 73053
Telephone: (405) 348-8483

CITY OF NORMAN:

Approved as to form and legality this 15th day of June 2010

R. B. [unclear]
City Attorney

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

ATTEST:

City Clerk

Mayor

CHANGE ORDER DETAIL
CHANGE ORDER NO. 1
City of Norman
Cleveland County, Oklahoma

Contract No.: K-0910-177
Project Account Number: 050-9393-431.61-01

Project Mgr.: Greg Hall
P.O. Box 370
405-329-2524

Change Order No. 1 Applies To: FYE2009 – FYE 2010 Concrete Maintenance Projects

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.
- G.
1. All materials with cost per item;
 2. Itemization of all labor with number of hours per operation and cost per hour;
 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
 4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
 5. Profit for the contractor.
- H.
1. If a construction contract contains unit bid pricing, and the change order pertains to the unit bid price, the change order will not be subject to subsection A or B of this section.
 2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection G of this section.
- I. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

DETAILED COST ITEMIZATION

ORIGINAL CONTRACT: FYE2009 – FYE 2010 Concrete Maintenance Projects

CHANGE ORDER NO. 1 to Contract No. K-0910-177

Applied To: Project Nos.: BP Streets: Brooks Street B/Classen Blvd to West of RR Tracks;
Brooks

Original Bid Proposal and Pay Item Numbers					

Original Bid Proposal and Pay Item Numbers

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>INCREASE</u>
10	Remove Concrete Pavement	S.Y.	4.50	1,092	\$ 4,914.00
16	Install Reinforcement Steel	L.F.	0.60	19,677	11,806.00
17	3500 HES Concrete 7" Pavement	S.Y.	38.25	1,092	41,769.00
NET INCREASE					\$58,489.00

PERFORMANCE BOND

Known all men by these presents, that RDNJ, Inc. dba A-Tech Paving as PRINCIPAL, and The Ohio Casualty Insurance Company Corporation organized under the laws of the State of Ohio and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million Seven Hundred Ninety Thousand Four Hundred Fourteen and No/100 DOLLARS, (\$1,790,414.00), 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:

URBAN CONCRETE PAVEMENT RECONSTRUCTION BOND PROJECTS

has entered into a written CONTRACT (K- 0910-177) with THE CITY OF NORMAN, dated June 22, 2010, 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 said 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 CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by 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 PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY 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 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), and the 22nd day of June, 2010 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 day of June 22, 2010.

RDNJ, Inc. dba A-Tech Paving
Principal

(Corporate Seal) (where applicable)

ATTEST:

Doris Doyle

Corporate Secretary (where applicable)

Principal
Signed: Robert F. Doyle
Authorized Representative
Title: ROBERT F. DOYLE, PRESIDENT

Address: P.O. Box 2865
Edmond, OK 73083

Telephone: (405)348-8483

(Corporate Seal) (where applicable)

ATTEST: Patsy A. Payne

Surety: The Ohio Casualty Insurance Company

Signed: Patsy A. Payne
Authorized Representative

Printed: Patsy A. Payne
Authorized Representative

Title: Attorney-in-Fact

Address: P.O. Box 22127, Oklahoma City, OK 73123

Telephone: (405)843-9481

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 15th day of June, 2010

R. B. [Signature]
City Attorney

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

ATTEST:

City Clerk

Mayor

STATUTORY BOND

Bond No. 5079700

Known all men by these presents that RDNJ, Inc. dba A-Tech Paving as PRINCIPAL, and The Ohio Casualty Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Million Seven Hundred Ninety Thousand Four Hundred Fourteen and No/100 (\$1,790,414.00), or 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:

URBAN CONCRETE PAVEMENT RECONSTRUCTION BOND PROJECTS

has entered into a written CONTRACT (K-0910-177) with THE CITY OF NORMAN, dated June 22, 2010, 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 S2, 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 22nd day of June, 2010, 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 22nd day of June, 2010.

(Corporate Seal) (where applicable)

ATTEST:

Annis Doyle

Corporate Secretary (where applicable)

RDNJ, Inc. dba A-Tech Paving
Principal

Signed: *Robert F. Doyle*

Authorized Representative

Title: ROBERT F. DOYLE, PRESIDENT

Address: P.O. Box 2865
Edmond, OK 73083

Telephone: (405)343-8483

Statutory Bond No. B-0910-71

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Carey J Payne

Surety: The Ohio Casualty Insurance Company

Signed: Patsy A. Payne
Authorized Representative

Printed: Patsy A. Payne
Authorized Representative

Title: Attorney-in-Fact

Address: P.O. Box 22127, Oklahoma City, OK 73123

Telephone: (405)843-9481

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledge before me this 10 day of June, 2010, by Robert F Doyle, President (Name and Title), of RDNIS, Inc dba, A iteen Paving, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 10 day of June, 2010.



Glenda S Bond
Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

**CITY OF NORMAN
MAINTENANCE BOND**

Know all men by these presents that RDNJ, Inc. dba A-Tech Paving as Principal, and The Ohio Casualty Insurance Company corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of ~~Four Hundred Fourteen and No/100~~ ^{One Million Seven Hundred Ninety Thousand} DOLLARS (\$1,790,414.00), such sum being in force for a period of one year from the date of acceptance of the below described improvements by the City Council, and thereafter for the sum of ~~Sixty Two and 10/100~~ ^{Two Hundred Sixty Eight Thousand Five Hundred} DOLLARS (\$268,562.10), such sum being not less than fifteen percent (15%) of the total price of said improvement for a period of 4 year(s) thereafter, 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:

URBAN CONCRETE PAVEMENT RECONSTRUCTION BOND PROJECTS

has entered into a written CONTRACT (K-0910-177) with the CITY OF NORMAN, dated June 22, 2010 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

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

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 15th day of June, 2010.

R. Bruce
City Attorney

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

ATTEST:

City Clerk

Mayor

Maintenance Bond No. MB -0910-70
Page 3 of 3

Principal: RDNJ, Inc. dba A-Tech Paving

POWER OF ATTORNEY

POA Number: 41-510

THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

Obligee: City of Norman, OK

Bond Number: 5079700

Know All Men by These Presents: THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: Tom R. Webb, Bobby J. Young, Rick D. Webb, Donna Stevens, Randy D. Webb, Diane Dowdy, Terri Hestand, Patsy A. Payne or Carey L. Payne of Oklahoma City, Oklahoma its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance FIVE MILLION (\$5,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 22nd day of August, 2008



Sam Lawrence
Sam Lawrence Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 22nd day of August, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. **Appointment of Attorneys-in-Fact.** The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, American Fire and Casualty Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 22nd day of June 2010



J. Timothy D'Errico
J. Timothy D'Errico Assistant Secretary

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING RDNJ, INC. D/B/A A-TECH PAVING, AS PROJECT AGENT FOR THE 2005 URBAN CONCRETE PAVEMENT RECONSTRUCTION BOND PROJECTS, 2009 AND 2010 LOCATIONS.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by RDNJ, Inc. d/b/a A-Tech Paving, 2005 Urban Concrete Pavement Reconstruction Bond Projects, 2009 and 2010 locations ; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State Law, desires to confer on RDNJ, Inc. d/b/a A-Tech Paving, its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint, as its direct purchasing agent, RDNJ, Inc. d/b/a A-Tech Paving, to purchase materials which are in fact incorporated and used on the 2005 Urban Concrete Pavement Reconstruction Bond Projects, 2009 and 2010 locations; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that RDNJ, Inc. d/b/a A-Tech Paving, shall appoint employees and subcontractors as subagents which shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 22nd of June, 2010, did appoint RDNJ, Inc. d/b/a A-Tech Paving, who is involved in the 2005 Urban Concrete Pavement Reconstruction Bond Projects, 2009 and 2010 locations; as agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively in the 2005 Urban Concrete Pavement Reconstruction Bond Projects, 2009 and 2010 locations.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

Mayor

ATTEST:

City Clerk

PURCHASE REQUISITION NBR: 0000171770

REQUISITION BY: P5AVERS
STATUS: DIVISION APPROVAL
REASON: K-0910-177 2005 URBAN CONCRETE BOND PROJECTS
SUGGESTED VENDOR: 9713 RDNJ INC

DATE: 6/02/10
DELIVER BY DATE: 6/02/10

SHIP TO LOCATION: LINDSEY STREET YARD

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	BP 0168 ARKANSAS ST: 12TH AVE SE - VIRGINIA ST. COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	39296.00	EA	1.0000	39296.00	
2	BP 0169 IDAHO ST: TEXAS ST - VIRGINIA ST COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	28061.00	EA	1.0000	28061.00	
3	BP 0170 LOUISIANA ST: TEXAS ST - VIRGINIA ST COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	28061.00	TN	1.0000	28061.00	
4	BP 0171 MISSOURI ST: 12TH AVE SE- VIRGINIA ST COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	39643.00	EA	1.0000	39643.00	
5	BP 0172 HIDDEN HILL RD: 36TH AVE NW - DANFIELD DR COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	88713.00	EA	1.0000	88713.00	
6	BP 0173 STANTON DR: MORREN DR - ATTERBERRY DR COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	30486.00	EA	1.0000	30486.00	
7	BP 0174 BARKLEY AVE: BOYD ST - BROOKS ST COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	54835.00	EA	1.0000	54835.00	
8	BP 0175 MORNINGSIDE DR: ALAMEDA ST - SCHULZE DR COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	56518.00	EA	1.0000	56518.00	
9	BP 0176 EDDINGTON: MONNETT AVE - EAST END COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	12110.00	EA	1.0000	12110.00	
10	BP 0177 MCCULLOUGH: MONNETT AVE - EAST END COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	14996.00	EA	1.0000	14996.00	
11	BP 0178 CRAWFORD AVE: RIDGE RD - MIMOSA DR	15412.00	EA	1.0000	15412.00	

K- 0910-177

FOR AGENDA JUNE 22, 2010 FOR CITY COUNCIL APPROVAL

ENCUMBERING PURCHASE ORDER

DO NOT MAIL

PURCHASE REQUISITION NBR: 0000171770

STATUS: DIVISION APPROVAL
REASON: K-0910-177 2005 URBAN CONCRETE BOND PROJECTS

DATE: 6/02/10

REQUISITION BY: PSAYERS

DELIVER BY DATE: 6/02/10

SUGGESTED VENDOR: 9713 RDNJ INC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
11	BP 0178 CRAWFORD AVE: RIDGE RD - MIMOSA DR		EA			

COMMODITY: CONSTRUCTION SERVICES, GE

SUBCOMM: CONSTRUCTION, GENERAL (BA)

REQUISITION TOTAL: 408131.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05093934316101	Capital Projects Construction	100.00	39296.00
2	05093934316101	Capital Projects Construction	100.00	28061.00
3	05093934316101	Capital Projects Construction	100.00	28061.00
4	05093934316101	Capital Projects Construction	100.00	39643.00
5	05093934316101	Capital Projects Construction	100.00	88713.00
6	05093934316101	Capital Projects Construction	100.00	30486.00
7	05093934316101	Capital Projects Construction	100.00	54835.00
8	05093934316101	Capital Projects Construction	100.00	56518.00
9	05093934316101	Capital Projects Construction	100.00	12110.00
10	05093934316101	Capital Projects Construction	100.00	14996.00
11	05093934316101	Capital Projects Construction	100.00	15412.00
				408131.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000171778

REQUISITION BY: PSAYERS
STATUS: DIVISION APPROVAL
REASON: K-0910-177 2005 URBAN CONCRETE BOND PROJECTS
DATE: 6/02/10

SHIP TO LOCATION: LINDSEY STREET YARD
SUGGESTED VENDOR: 9713 RDNJ INC
DELIVER BY DATE: 6/02/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	BP 0270 GEORGE AVE: LINDSEY ST - STINSON ST COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	132392.00	EA	1.0000	132392.00	
2	BP 0271 RIVERSIDE DR: 24TH AVE SW-SHORERIDGE AVE COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	103917.00	EA	1.0000	103917.00	
3	BP 0272 FENWICK CT: RAMBLING OAKS DR - NORTH END COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	15075.00	TN	1.0000	15075.00	
4	BP 0273 WALNUT RD: ROBINHOOD LN - WALNUT RD COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	114302.00	EA	1.0000	114302.00	
5	BP 0274 HOOVER ST: CHAUTAUQUA AVE - MAPLE AVE COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	61707.00	EA	1.0000	61707.00	
6	BP 0275 BROOKS ST: JENKINS AVE - RR TRACKS COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	132325.00	EA	1.0000	132325.00	
7	BP 0276 BROOKS ST: FLOOD AVE - COLLEGE AVE COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	64923.00	EA	1.0000	64923.00	
8	BP 0277 UNIVERSITY BOULEVARD: GRAY ST- COMANCHE ST COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	141102.00	EA	1.0000	141102.00	
9	BP 0278 DAKOTA ST: FLOOD AVE-UNIVERSITY BOULEVARD COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	48642.00	EA	1.0000	48642.00	
10	BP 0279 SMALLLEY DR: DUNHAM DR - NORTH END COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMM: CONSTRUCTION, GENERAL (BA)	62444.00	EA	1.0000	62444.00	
11	BP 0280 MEADOWOOD BLVD: 24TH AVE SE - KINGSWOOD DR K- 0910-177	142241.00	EA	1.0000	142241.00	

FOR AGENDA JUNE 22, 2010 FOR CITY COUNCIL APPROVAL
ENCUMBERING PURCHASE ORDER
DO NOT MAIL

PURCHASE REQUISITION NBR: 0000171778

REQUISITION BY: PSAYERS
STATUS: DIVISION APPROVAL
REASON: K-0910-177 2005 URBAN CONCRETE BOND PROJECTS

DATE: 6/02/10

SHIP TO LOCATION: LINDSEY STREET YARD

SUGGESTED VENDOR: 9713 RDNJ INC

DELIVER BY DATE: 6/02/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
11	BP 0280 MEADOWOOD BLVD: 24TH AVE SE - KINGSWOOD DR		EA			

COMMODITY: CONSTRUCTION SERVICES, GE
SUBCOMMOD: CONSTRUCTION, GENERAL (BA)

REQUISITION TOTAL: 1019070.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05093934316101	Capital Projects Construction	100.00	132392.00
2	05093934316101	George:B/Lindsey&Stinson	100.00	103917.00
3	05093934316101	Riverside:B/24th&Shorerid	100.00	15075.00
4	05093934316101	Fenwick:B/Rambling&North	100.00	114302.00
5	05093934316101	Walnut:B/Robinhood&Walnut	100.00	61707.00
6	05093934316101	Hoover:B/Chaut&Maple	100.00	132325.00
7	05093934316101	Brooks:B/Jenkins& RR	100.00	64923.00
8	05093934316101	Brooks:B/Flood&College	100.00	141102.00
9	05093934316101	Univ:B/Gray & Comanche	100.00	48642.00
10	05093934316101	Dakota:B/Flood & Univ	100.00	62444.00
11	05093934316101	Smalley:B/Dunham & North	100.00	142241.00
		Meadowood:B/24th & Kingwo		1019070.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000171774

STATUS: DIVISION APPROVAL
REASON: K-0910-177 2005 URBAN CONCRETE BOND PROJECTS
SUGGESTED VENDOR: 9713 RDNJ INC

DATE: 6/02/10
DELIVER BY DATE: 6/02/10

REQUISITION BY: PSAYERS

SHIP TO LOCATION: LINDSEY STREET YARD

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	BP 0179 WILLOW LN; PICKARD AVE - FAIRFIELD DR COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	37514.00	EA	1.0000	37514.00	
2	BP 0180 OAKBROOK DR; PICKARD AVE - FAIRFIELD DR COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	36821.00	EA	1.0000	36821.00	
3	BP 0181 BIRCH DR; PICKARD AVE - FAIRFIELD DR COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	36574.00	TN	1.0000	36574.00	
4	BP 0182 MCCALL DR; PICKARD AVE - CHAUTAUQUA AVE COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	45531.00	EA	1.0000	45531.00	
5	BP 0183 FAIRFIELD DR; MCCALL DR - WILLOW LN COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	31971.00	EA	1.0000	31971.00	
6	BP 0184 GROVER LN; BERRY RD - HALL AVE COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	12571.00	EA	1.0000	12571.00	
7	BP 0185 CAMDEN WAY; WYLIE RD - ROSEDALE DR COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	7955.00	EA	1.0000	7955.00	
8	BP 0186 BURNT OAK DR; OAKHURST AVE - OAKCLIFF RD COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	40237.00	EA	1.0000	40237.00	
9	BP 0187 OAKHILL DR; OAKCLIFF RD - BURNT OAK DR COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	37057.00	EA	1.0000	37057.00	
10	BP 0268 PONCA AVE; FRANK ST - HUGHBERT ST COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	16548.00	EA	1.0000	16548.00	
11	BP 0269 PARKWAY DR; INTERSTATE DR EAST-26TH AVE NW COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: CONSTRUCTION, GENERAL (BA)	60434.00	EA	1.0000	60434.00	

K- 0910-177

FOR AGENDA JUNE 22, 2010 FOR CITY COUNCIL APPROVAL

ENCUMBERING PURCHASE ORDER

DO NOT MAIL

PURCHASE REQUISITION NBR: 0000171774

STATUS: DIVISION APPROVAL
REASON: K-0910-177 2005 URBAN CONCRETE BOND PROJECTS

DATE: 6/02/10

DELIVER BY DATE: 6/02/10

REQUISITION BY: PSAVERS

SHIP TO LOCATION: LINDSEY STREET YARD

SUGGESTED VENDOR: 9713 RDNJ INC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
11	BP 0269 PARKWAY DR: INTERSTATE DR EAST-26TH AVE NW		EA			

COMMODITY: CONSTRUCTION SERVICES, GE
SUBCOMMOD: CONSTRUCTION, GENERAL (BA)

REQUISITION TOTAL: 363213.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05093934316101	Capital Projects Construction	100.00	37514.00
2	05093934316101	Willow Ln:Pickard-Fairfld	100.00	36821.00
3	05093934316101	Oakbrook:Pickrd-Fairfield	100.00	36574.00
4	05093934316101	Birch: Pickard-Fairfield	100.00	45531.00
5	05093934316101	McCall:Pickard-Chautauqua	100.00	31971.00
6	05093934316101	Fairfield:McCall-Willow	100.00	12571.00
7	05093934316101	Grover: Berry - Hall	100.00	7955.00
8	05093934316101	Camden Way:Wyle-Rosedale	100.00	40237.00
9	05093934316101	BurntOak:Oakhrst-Oakcliff	100.00	37057.00
10	05093934316101	Oakhill:Oakcliff-BurntOak	100.00	16548.00
11	05093934316101	Ponca:B/Frank&Hugbert	100.00	60434.00
		Parkway:B/Interstate&26th		
				363213.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



City of Norman, OK

Item 12

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

Text File

File Number: K-0910-180

Introduced: 6/8/2010

Current Status: Consent Item

Version: 1

Matter Type: Bid

Title

CONSIDERATION AND AWARDDING OF BID NO. 0910-70 FOR THE FYE 2010 TRAFFIC CALMING CONSTRUCTION; APPROVAL OF CONTRACT NO. K-0910-180 WITH RUDY CONSTRUCTION COMPANY IN THE AMOUNT OF \$140,325, CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-180 INCREASING THE CONTRACT AMOUNT BY \$8,850; PERFORMANCE BOND NO. B-0910-72, STATUTORY BOND NO. B-0910-73, MAINTENANCE BOND NO. MB-0910-71; AND RESOLUTION NO. R-0910-124 DESIGNATING RUDY CONSTRUCTION COMPANY AS PROJECT AGENT FOR THE CITY OF NORMAN.

Motion to approve or reject all bids meeting specifications; and, if approved, award the bid in the amount of \$140,325 to Rudy Construction Company as the lowest and best bidder meeting specifications; approve Contract No. K-0910-180, Change Order No. One increasing the contract amount by \$8,850, and performance, statutory, and maintenance bonds; authorize execution of the contract and change order; direct the filing of the bonds; and adopt Resolution No. R-0910-124.

Body

BACKGROUND:

One of the most persistent complaints that the City receives is speeding on residential streets. Instead of using STOP signs that require enforcement, and are not recommended for use as a speed control, engineered traffic calming measures that are self-enforcing by compelling drivers to slow down have been developed. Research and experience have shown that traffic circles and speed humps (or speed tables) have been the most effective calming devices created. We have tried both in this community, and agree that they are indeed effective in slowing down the traffic.

When requested by residents of a neighborhood, the Traffic Division has performed traffic studies to measure the extent of the speeding, conducted educational neighborhood meetings, made traffic calming recommendations, and helped in the necessary petition process. Speed tables, at least in part, have been recommended for most of the neighborhoods that have been studied.

There are several neighborhoods that have completed the petition process and are waiting for installation of new traffic calming devices. This FYE 2010 Traffic Calming Construction contract called for the construction of traffic circles and center medians, in addition to speed tables. These devices include sixteen (16) new speed tables, four (4) traffic circles and three (3) center medians to be built in various neighborhoods of the city. In a June 2, 2010 Council Oversight Committee Meeting, the members were briefed on each of the locations planned for this year's funding cycle.

DISCUSSION:

The process of selecting a construction contractor for the FYE 2010 Traffic Calming Construction, including bid advertisement, was done in accordance with State Law.

Staff prepared a bid document that requested that bidders bid on constructing traffic calming devices in six (6) neighborhoods that have gone through the qualifying, planning, and petition support process. In addition, two traffic circles from a previous, partially completed 7th neighborhood were included in this bidding. Four companies picked up bid packages, and three submitted bids for the June 3, 2010 scheduled bid opening. Rudy Construction Company was the low bidder with a bid of \$140,325. The low bid included bids of \$2,950 per speed table, and \$7,900 per traffic circle.

Typically, staff prioritizes the “ready” traffic calming projects based on criteria set forth in the *Neighborhood Traffic Management and Calming Program* document which was officially adopted by the City Council on February 24, 2009. That document included changes to the qualifying criteria for 85th Percentile Speeds (from 32 mph to 33 mph) and Average Daily Traffic (from 500 vehicles per day to 600 vehicles per day). Also included was an expansion of the petition eligible areas, which resulted in a lower number of neighborhoods meeting the requirements for projects than in previous years.

The following, then, are the seven (7) selected neighborhood traffic calming projects for FYE 2010:

- Morren Drive - 6 tables
- Brookhaven Boulevard - 2 tables
- Pheasant Run Road - 2 tables
- Melrose Drive - 4 tables
- Willoway Drive - 2 tables and 1 circle
- Walnut Road - 3 medians and 1 circle
- Carrington Lane - 2 circles

There is an 8th neighborhood, Garver Street, representing 3 more speed tables that submitted a valid support petition after the bid document was prepared. The attached Change Order No. 1 was negotiated with the low bidder to provide for the traffic calming devices on Garver Street.

The Traffic Calming Program is included annually in the City’s Capital Improvement Program. The FYE 2010 funds in the amount of \$215,535.61 are currently allocated for the proposed project. If the attached bid and Change Order No. 1 are approved, a balance of \$66,360.61 will remain in the account. No funds are currently budgeted for Traffic Calming in FYE 2011.

STAFF RECOMMENDATION 1:

Staff recommends award of Bid No. 0910-70 to Rudy Construction Company, the low bidder. Funding will come from the Capital Fund FYE 2010 (Traffic Calming) Construction Account No. 050-9073-431.61-01, Project No. TC 0230.

STAFF RECOMMENDATION NO. 2:

Staff recommends that upon approval of Bid No. 0910-70, and contingent on approval by the

City Attorney, that the Mayor be authorized to sign Contract K-0910-180 between the City of Norman and Rudy Construction Company, in the amount of \$ 140,325.00, as well as the following bonds:

Performance Bond No.	B-0910-72
Statutory Bond No.	B-0910-73
Maintenance Bond No.	MB-0910-71

STAFF RECOMMENDATION NO. 3:

Staff recommends approval of Resolution R-0910-124 designating Rudy Construction Company as the City's agent for the purchase of materials associated with the FYE 2010 Traffic Calming Construction.

STAFF RECOMMENDATION NO. 4:

Staff recommends approval of Change Order No. 1 that increases the amount of Contract K-0910-180 by \$8,850, up to \$149,175.

BID: 0910-70

TITLE: FYE 2010 Traffic Calming Project

DATE: 6/3/10

BIDDER NAME	Total Base Bid:	\$	\$	\$	\$
1. J&S Stabilization	\$ 190,196.00	\$	\$	\$	\$
2. Nash Construction	\$ 147,180.00	\$	\$	\$	\$
3. Rudy Construction	\$ 140,325.00	\$	\$	\$	\$
4.	\$	\$	\$	\$	\$
5.	\$	\$	\$	\$	\$
6.	\$	\$	\$	\$	\$
7.	\$	\$	\$	\$	\$
8.	\$	\$	\$	\$	\$
9.	\$	\$	\$	\$	\$
10.	\$	\$	\$	\$	\$
11.	\$	\$	\$	\$	\$
12.	\$	\$	\$	\$	\$
13.	\$	\$	\$	\$	\$

Received and Opened by: Fred Duke

Date: 6-3-10

C O N T R A C T

THIS CONTRACT made and entered into this _____ day of _____ June _____, 20 10, by and between _____ Rudy Construction Company _____ as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S E T H

WHEREAS, the CITY 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:

“FYE 2010 Traffic Calming Construction”

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 CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

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

One hundred forty thousand, three hundred twenty-five DOLLARS
(\$ 140,325);

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, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K- 0910-180
Page 1 of 4

- 2) The CITY 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 engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, 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 310.9.

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

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

3) It is further agreed that the CONTRACTOR will commence said work within 5 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 150 calendar days (Base Bid Proposal), following receipt of said NOTICE-TO-PROCEED.

- 4) That the CITY 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.
 - 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 Agreement.

- 5) That the CITY 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 CITY; and that in the event any additional 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 CITY, the CONTRACTOR shall be compensated therefor at the unit price and 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 CITY 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 therefor by the CITY.
- 9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.
- 11) 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 document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of 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 CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

12) The attached sworn, notarized contract affidavit must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 8th day of June 2010, and the day of _____, 20 .

(Corporate Seal) (where applicable)

RUDY CONSTRUCTION CO.
Principal

ATTEST:

Signed: [Signature]
Authorized Representative
PRESIDENT
Title

[Signature]
Asst. Corporate Secretary (where applicable)

Address Box 14575
Oklahoma City, Okla. 73113

Telephone: 405-478-9900

CITY OF NORMAN:

Approved as to form and legality this 16th day of June, 2010

[Signature]
City Attorney

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

ATTEST:

City Clerk

Mayor

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: June 4, 2010

CONTRACT NO.: K-0910-180

SUBMITTED BY: Michael Rayburn

PROJECT: FYE 2010 Traffic Calming Construction

CONTRACTOR: Rudy Construction Company

(Name)

P.O. Box 14575

Oklahoma City, OK 73113

Original Completion Date Dec. 1, 2010

Previous Completion Date Dec. 1, 2010 ORIGINAL CONTRACT AMOUNT \$ 140,325.00

(Increase) this change order 5 Calendar days

New Completion Date Dec. 6, 2010 PRESENT CONTRACT AMOUNT \$ 140,325.00

DESCRIPTION	DECREASE	INCREASE
See Page 3 This Change Order is based entirely on unit prices		\$8,850.00

Note: This change order is based completely on the unit prices from the original contract. There are no new items.

NET CHANGE \$ 8,850.00

REVISED CONTRACT AMOUNT \$ 149,175.00

CONTRACTOR: 

DATE: 6/8/10

ARCH/ENGINEER: 

DATE: 6/8/10

CITY ATTORNEY: 

DATE: _____

ACCEPTED BY: _____

DATE: _____

(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 1
City of Norman
Cleveland Co., Oklahoma

Project Name FYE 2010 Traffic Calming Construction Design Engineer Michael Rayburn
Address/Phone: 201-A W.Gray
Project Account Number 050-9073-431.61-01 Norman, OK 73070
Project Number TC 0230 405-217-7713
Contract No. K-0910-180

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.
- G. All change orders shall contain a unit price and total for each of the following items:
1. All materials with cost per item;
 2. Itemization of all labor with number of hours per operation and cost per hour;
 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
 4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
 5. Profit for the contractor.
- H. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection G of this section.
- I. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

PERFORMANCE BOND

Bond No. 929439024

Know all men by these presents, that Rudy Construction Company as PRINCIPAL, and Western Surety Company a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum One Hundred Forty Nine Thousand One Hundred Seventy Five & No/100 Dollars, (\$ 149,175.00), 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:

"FYE 2010 Traffic Calming Construction"

has entered into a written CONTRACT (K-0910-180) with THE CITY OF NORMAN, dated _____, 2010, 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 said 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 CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by 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 PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY 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 of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Page 1 of 4
Performance Bond No. B-0910-72

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), and the 8th day of June, 2010 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 7th day of June, 2010.

(Corporate Seal) (where applicable)

Rudy Construction Co.

Principal

ATTEST:

Asst Ray Nouri
Corporate Secretary (where applicable)

Signed: [Signature]
Authorized Representative

Title PRESIDENT
Address: PO Box 14575 OKC, OK 73113
Telephone: 405-478-9900

(Corporate Seal) (where applicable)

Western Surety Company

Surety

ATTEST:

Danny Choate
Witness

Signed: [Signature]
Authorized Representative
Teresa Ray

Title Attorney-in-Fact
Address: 1700 N Broadway
Moore, OK 73160
Telephone: 405-799-3311

Page 2 of 4
Performance Bond No. B-0910-72

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 8th day of JUNE, 2010 by DOUG WALKER - PRESIDENT
Name and Title
of RUDI CONSTRUCTION CO., a corporation, on behalf of the corporation.

WITNESS my hand and seal this 8th day of JUNE, 2010.

Sherry Nalini
Notary Public



My Commission Expires:
2/25/13

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____
Name and Title
of _____, a _____

WITNESS my hand and seal this ___ day of _____, 20___.

Notary Public

My Commission Expires:

STATUTORY BOND

Bond No. 929439024

Know all men by these presents that Rudy Construction Company, as PRINCIPAL, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Hundred Forty Nine Thousand One Hundred Seventy Five & no/100 DOLLARS (\$ 149,175.00), 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:

"FYE 2010 Traffic Calming Construction"

has entered into a written CONTRACT (K - 0910-180) with THE CITY OF NORMAN, dated _____, 2010, 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 S2, 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.

Page 1 of 4
Statutory Bond No. B-0910-73

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 8th day of June, 2010, 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 7th day of June, 2010.

(Corporate Seal) (where applicable)

Rudy Construction Co.

Principal

ATTEST:

Jonas Lawi
Corporate Secretary (where applicable)

Signed: *[Signature]*

Authorized Representative

PRESIDENT

Title

Address: PO Box 14575 OKC, OK 73113

Telephone: 405-478-9900

Corporate Seal (where applicable)

Western Surety Company

Surety

ATTEST:

Danny Choate
Witness

Signed: *[Signature]*

Authorized Representative

Teresa Ray

Attorney-in-Fact

Title

Address: 1700 N Broadway

Moore, OK 73160

Telephone: 405-799-3311

Page 2 of 4
Statutory Bond No. B-0910-73

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 8th day of June, 2010 by DOUG WALKER - PRESIDENT
Name and Title
of RUDY CONSTRUCTION CO., a corporation, on behalf of the corporation.

WITNESS my hand and seal this 8th day of June, 2010.

Sherry Maun
Notary Public



My Commission Expires:
2/25/13

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____
Name and Title
of _____, a(n) _____

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

Page 3 of 4
Statutory Bond No. B-0910-73

**CITY OF NORMAN
MAINTENANCE BOND**

Know all men by these presents that Rudy Construction Company, as Principal, and Western Surety Company a corporation organized under the laws of the State of South Dakota and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Hundred Forty Nine Thousand One Hundred Seventy Five & NO/100 Dollars (\$ 149,175.00), such sum being equal to the contract price and being in force for a period of one year from the date of acceptance of the below described improvements by the City Council, and thereafter for the sum of Twenty Two Thousand Three Hundred Seventy Six & 25/100 DOLLARS (\$ 22,376.25), such sum being no less than fifteen percent (15%) of the total contract price of said improvements for a period of four years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, 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:

"FYE 2010 Traffic Calming Construction"

as entered into a written CONTRACT K-0910-180 with the CITY OF NORMAN, dated _____, 2010 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

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

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY or date of final payment which ever is first, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100% of the contract amount for the 1st year after final acceptance and 15% of the contract amount for the 2nd to 5th year after final acceptance. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the day 8th of June, 2010, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the day of June 7th, 2010

(Corporate Seal) (where applicable)

ATTEST:

- *Heather Bunch*
Asst. Corporate Secretary (where applicable)

Rudy Construction Co.

Principal

Signed: *[Signature]*
Authorized Representative

PRESIDENT

Title

Address: PO Box 14575 OKC, OK 73113

Telephone: (405) 478-9900

(Corporate Seal) (where applicable)

ATTEST:

Sunny Choate
Witness

Sunny Choate

Western Surety Company

Surety

Signed: *[Signature]*
Authorized Representative

Print: Teresa Ray

Title: Attorney-in-Fact

Address: 1700 N Broadway Moore, OK 73160

Telephone: 405-799-3311

Page 2 of 4

Maintenance Bond No. MB-0910-71

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)SS
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 8th day of June, 2010,
by DAUG WALKER - PRESIDENT

Name and Title

of RUDY CONSTRUCTION CO., a corporation, on behalf of the corporation.

WITNESS my hand and seal this 8th day of June, 2010.



Sherry Nauri
Notary Public

My Commission Expires: 2/25/13

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____

Name and Title

of _____, a _____

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING
RUDY CONSTRUCTION COMPANY AS PROJECT AGENT
FOR THE FYE 2010 TRAFFIC CALMING CONSTRUCTION**

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Rudy Construction Company for the FYE 2010 Traffic Calming Construction; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State Law, desires to confer on Rudy Construction Company its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent Rudy Construction Company, to purchase materials which are in fact incorporated in and used for the FYE 2010 Traffic Calming Construction; and
- § 3. WHEREAS, the limited agent status is conferred with the express understanding that Rudy Construction Company shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 22nd day of June 2010, did appoint Rudy Construction Company, who is involved with the FYE 2010 Traffic Calming Construction, as agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the FYE 2010 Traffic Calming Construction.

PASSED AND ADOPTED THIS _____ day of _____, 2010.

Mayor

ATTEST:

City Clerk



PI610U02
Number : 0000172047

City of Norman
Purchase Requisition

6/09/10
14:41:12

Type information, press Enter.

Type (F4) 1 PURCHASE REQUISITION
Reason FYE 2010 TRAFFIC CALMING CONSTRUCTION
By MRAYBURN
Date 060910
Vendor number 6082
Name (F4) RUDY CONSTRUCTION CORP _ B=Begins with,C=Contains

Contract nbr (F4) . K-0910-180
Ship to (F4) PA PUBLIC WORKS ADM
Deliver by date 062210
Fiscal year code C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

2=Change 4=Delete 8=Item extended description 9=Quotes

Opt Line#	Quantity	UOM	Description	
- 1	149175.00	EA	TRAFFIC CALMING DEVICES	
-			BID NO. 0910-70	
-			CONTINGENT ON 6/22/10 CITY COUNCIL APPROVAL	+
			Total:	149175.00

F3=Exit F4=Prompt F6=Add item F7=Alternate view
F8=Requisition quotes F12=Cancel F20=Comments F21=Copy



City of Norman, OK

Item 13

Text File

File Number: E-0910-89

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

Introduced: 6/11/2010

Current Status: Consent Item

Version: 1

Matter Type: Final Plat

Title

EASEMENT NO. E-0910-89: ACCEPTANCE OF A PERMANENT UTILITY AND SIDEWALK EASEMENT FROM LINCOLN APARTMENTS, L.L.C., IN THE AMOUNT OF \$4,500 FOR THE LINDSEY STREET WIDENING PROJECT FROM JENKINS AVENUE TO THE BNSF RAILROAD TRACKS.

Motion to accept or reject the easement; and, if accepted direct the filing thereof with the Cleveland County Clerk; and authorize payment for the easement.

Body

BACKGROUND:

The City of Norman is pursuing the above-reference project with the Oklahoma Department of Transportation (ODOT) in order to secure federal funding for construction. This project was approved by Norman voters in Proposition No. 4 of the 2005 General Obligation Bond Election. The project will widen Lindsey Street between Lincoln Avenue and the BNSF railroad tracks. ODOT requires the City of Norman to acquire all necessary rights-of-way to construct the roadway in order to secure 80% federal funding for the roadway construction.

DISCUSSION:

This project requires obtaining several public roadway, sidewalk, utility and drainage easements. There are a total of eighteen (18) easements required for the project, twelve (12) permanent and six (6) temporary. Council has previously accepted nine (9) permanent and four (4) temporary easements. Staff has recently acquired one (1) more permanent and one (1) more temporary as indicated below. The remaining parcels have rejected our offers and have been referred to legal for further negotiations. Donations were requested prior to making any offers of fair market value. Funds are available in the Capital Bond Fund, Lindsey Widening, Jenkins-Classen, Right-of-Way (Account No. 050-9552-431.60-01, Project No. BP0235).

STAFF RECOMMENDATION:

Staff recommends acceptance of the above-described easement.

(See attached table)

EASEMENT NO.	GRANTOR	EASEMENT	COST
E-0910-89	LINCOLN APARTMENTS, L.L.C.	PERMANENT PUBLIC UTILITY, SIDEWALK, AND DRIVEWAY	\$4,500*

* Includes two Waiver of Priority of Mortgage Liens which release the mortgage companies' interest in the easement, conditional that the check is written to both mortgage companies as well as the owner.

UTILITY and SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

22140(04) Parcel No. 3
STP-114B(142)AG

MAR 31 2010 KW

THAT, Lincoln Apartments, LLC

in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a Perpetual Utility and Sidewalk 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, to wit:

A strip, piece or parcel of land lying in part of Lot 22, Block 2, of the Amended Hardie-Rucker Addition to the City of Norman, in Section 5, T8N, R2W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the Northwest corner of said Lot 22, thence N 89°46'49" E along the North line of said Lot 22 a distance of 78.00 feet, thence S 00°11'20" E a distance of 7.00 feet, thence S 89°46'49" W a distance of 60.00 feet to a point on the present East right-of-way line of Lincoln Avenue, thence S 44°47'44" W along said present East right-of-way line a distance of 25.46 feet to a point on the West line of said Lot 22, thence N 00°11'20" W along said West line a distance of 25.00 feet to point of beginning.

Containing 0.01 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.

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 utility(ies) and/or roadway(s) as indicated below:

Utility and Sidewalk

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

SIGNED and delivered this 21 day of May, 2010.

BY: _____ BY: [Signature]
William G. Patterson, Managing Member

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 21ST day of MAY, 2010, personally appeared William G. Patterson to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
Notary Public

My Commission Expires: 4/21/12
Commission No.: 00006491

Approved as to form and legality this 15th day of June, 2010.
City Attorney [Signature]

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

ATTEST:

City Clerk
SEAL:

JOB NO. 22140 PIECE: 04

PARCEL NO. 3, 3.1

County: CLEVELAND

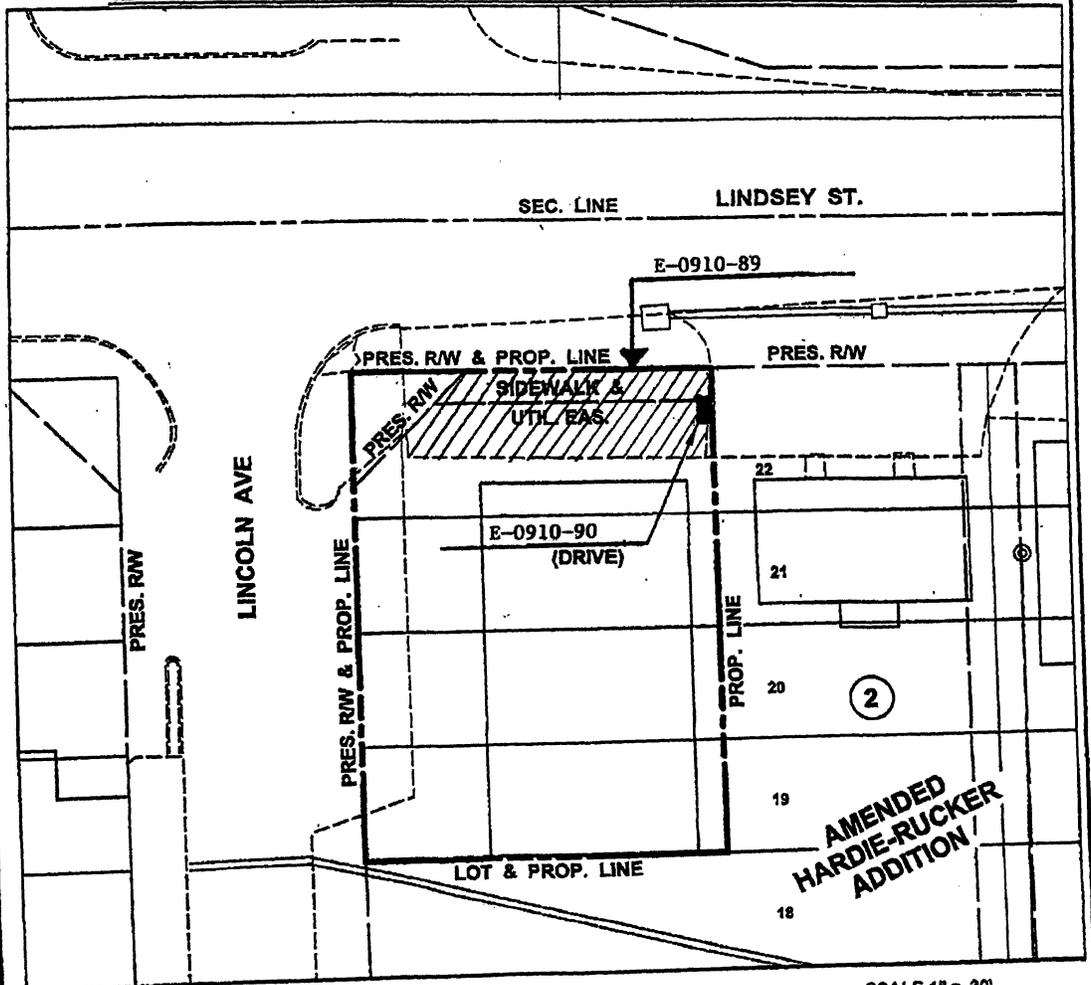
STP-114B(142)AG

TOTAL PROPERTY LEGAL DESCRIPTION

the West 78' of Lots 19 - 22, inclusive, Block 2,
of the Ammended Hardie-Rucker Addition to the City of Norman

Section 5, T8N, R2W

BEFORE GROSS		8,334 SF	0.19 ACRES
EXISTING R/W	OUT OF TAKE	SF	ACRES
EXISTING R/W	IN TAKE	312 SF	0.01 ACRES
PERMANENT R/W		0 SF	0.00 ACRES
REM. IN QTR.		8,334 SF	0.19 ACRES
PERPETUAL EAS.	(SIDEWALK & UTILITY)	396 SF	0.01 ACRES
TEMP. R/W	(DRIVEWAY)	15 SF	0.01 ACRES
TEMP. R/W		SF	ACRES
TEMP. R/W		SF	ACRES



CONSENT TO EASEMENT
PARTIAL RELEASE OF MORTGAGE
PARTIAL LIEN WAIVER

Project: STP-114B/14
County: Cleveland
Parcel: 3.3.1
J/P: 22140(04)

This indenture made and entered into this 27th Day of May, 20 10 By and between

NBC Oklahoma, Party of the First Part, and City of Norman

, Party of the Second Part, Witnesseth:

That, Whereas, party of the first part is the owner and holder of a valid and subsisting mortgage against the following described real property situated in Cleveland County, Oklahoma.

And, Whereas, the party of the second part in constructing and improving a public highway along, over and across said above-described premises and it being necessary for the construction of the said highway to appropriate a portion of said land for such purposes.

Now, therefore, in consideration of the sum of one dollar (\$1.00) paid by party of the second part, the receipt of which is hereby acknowledged, the said party of the first part does here by waiver, in the favor of City of Norman, all right, title interest and claim of lien and damages to said above-described real property insofar as the same shall be affected by the taking of the following-described portion thereof for road purposes, to wit:

Sidewalk and Utility Easement

A strip, piece or parcel of land lying in part of Lot 22, Block 2, of the Amended Hardie-Rucker Addition to the City of Norman, in Section 5, T8N, R2W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:
Beginning at the Northwest corner of said Lot 22, thence N 89°46'49" E along the North line of said Lot 22 a distance of 78.00 feet, thence S 00°11'20" E a distance of 7.00 feet, thence S 89°46'49" W a distance of 60.00 feet to a point on the present East right-of-way line of Lincoln Avenue, thence S 44°47'44" W along said present East right-of-way line a distance of 25.46 feet to a point on the West line of said Lot 22, thence N 00°11'20" W along said West line a distance of 25.00 feet to point of beginning
Containing 0.01 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.

Witness _____ Hand _____ Seal _____ The day and year last above written.

H.K. Hatcher, President
H.K. Hatcher, President

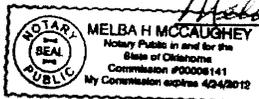
State of Oklahoma)
)ss.
County of Okla)

Before me, a Notary Public in and for said county and state, on this 27th Day of May, 2010 Personally appeared H.K. Hatcher To me known to be the identical person who subscribed the name of the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission Expires: _____

Commission Number: _____



Melba H. McCaughey
Notary Public

PI610U02
Number : 0000172122

City of Norman
Purchase Requisition

6/11/10
11:24:56

Type information, press Enter.

Type (F4) 1 PURCHASE REQUISITION

Reason ROW ACQUISITION

By FURR-FERGUSON

Date 061110

Vendor number

Name (F4) LINCOLN APARTMENTS, LLC _ B=Begins with,C=Contains

Contract nbr (F4)

Ship to (F4) EN PUB WKS- ENGINEERING

Deliver by date 061110

Fiscal year code C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

2=Change 4=Delete 8=Item extended description 9=Quotes

Opt Line#	Quantity	UOM	Description
1	4700.00		DOL PERMANENT E-0910-89 / TEMPORARY E-0910-90

Total: 4700.00

F3=Exit F4=Prompt F6=Add item F7=Alternate view
 F8=Requisition quotes F12=Cancel F20=Comments F21=Copy



City of Norman, OK

Item 14

Text File

File Number: E-0910-90

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

Introduced: 6/10/2010

Current Status: Consent Item

Version: 1

Matter Type: Easement

Title

EASEMENT NO. E-0910-90: ACCEPTANCE OF A TEMPORARY DRIVEWAY EASEMENT FROM LINCOLN APARTMENTS, L.L.C., IN THE AMOUNT OF \$200 IN CONNECTION WITH THE LINDSEY STREET WIDENING PROJECT FROM JENKINS AVENUE TO THE BNSF RAILROAD TRACKS.

Motion to accept or reject the easement; and, if accepted, direct the filing thereof with the City Clerk, and authorize payment for the easement.

Body

BACKGROUND:

The City of Norman is pursuing the above-reference project with the Oklahoma Department of Transportation (ODOT) in order to secure federal funding for construction. This project was approved by Norman voters in Proposition No. 4 of the 2005 General Obligation Bond Election. The project will widen Lindsey Street between Lincoln Avenue and the BNSF railroad tracks. ODOT requires the City of Norman to acquire all necessary rights-of-way to construct the roadway in order to secure 80% federal funding for the roadway construction.

DISCUSSION:

This project requires obtaining several public roadway, sidewalk, utility and drainage easements. There are a total of eighteen (18) easements required for the project, twelve (12) permanent and six (6) temporary. Council has previously accepted nine (9) permanent and four (4) temporary easements. Staff has recently acquired one (1) more permanent and one (1) more temporary as indicated below. The remaining parcels have rejected our offers and have been referred to legal for further negotiations. Donations were requested prior to making any offers of fair market value. Funds are available in the Capital Bond Fund, Lindsey Widening, Jenkins-Classen, Right-of-Way (Account No. 050-9552-431.60-01, Project No. BP0235).

STAFF RECOMMENDATION:

Staff recommends acceptance of the above-described easement.

(see attached table)

EASEMENT NO	GRANTOR	EASEMENT	COST
E-0910-90	LINCOLN APARTMENTS, L.L.C.	TEMPORARY DRIVEWAY	\$200*

* Includes two Waiver of Priority of Mortgage Liens which releases the mortgage companies' interest in the easement, conditional that the check is written to both mortgage companies as well as the owner.

TEMPORARY DRIVEWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

22140(04) Parcel No. 3.1
STP-114B(142)AG

MAR 31 2010 KW

THAT, Lincoln Apartments, LLC
in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a Temporary Driveway 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, to wit:

A strip, piece or parcel of land lying in part of Lot 22, Block 2, of the Amended Hardie-Rucker Addition to the City of Norman, in Section 5, T8N, R2W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the Northwest corner of said Lot 22, thence N 89°46'49" E along the North line of said Lot 22 a distance of 78.00 feet, thence S 00°11'20" E a distance of 7.00 feet to the Point of Beginning, thence S 89°46'49" W a distance of 2.98 feet, thence S 00°13'11" E a distance of 5.00 feet, thence N 89°46'49" E a distance of 2.98 feet, thence N 00°11'20" W a distance of 5.00 feet to said point of beginning.

Containing 0.01 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a roadway(s) as indicated below:

Private Driveway(s)

It is a condition of this easement that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of construction of the roadway project.

To have and to hold the same unto the said City of Norman, its successors, and assigns, until official completion of construction of the proposed project pertinent to the above described parcel.

SIGNED and delivered this 21 day of May, 2010

BY: _____ BY: William G. Patterson, Managing Member

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 21ST day of MAY, 2010, personally appeared William G. Patterson to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

John M. Lutz
Notary Public

My Commission Expires: 4/21/12
Commission No.: 00006491

Approved as to form and legality this 15th day of June, 2010.

Robert
City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

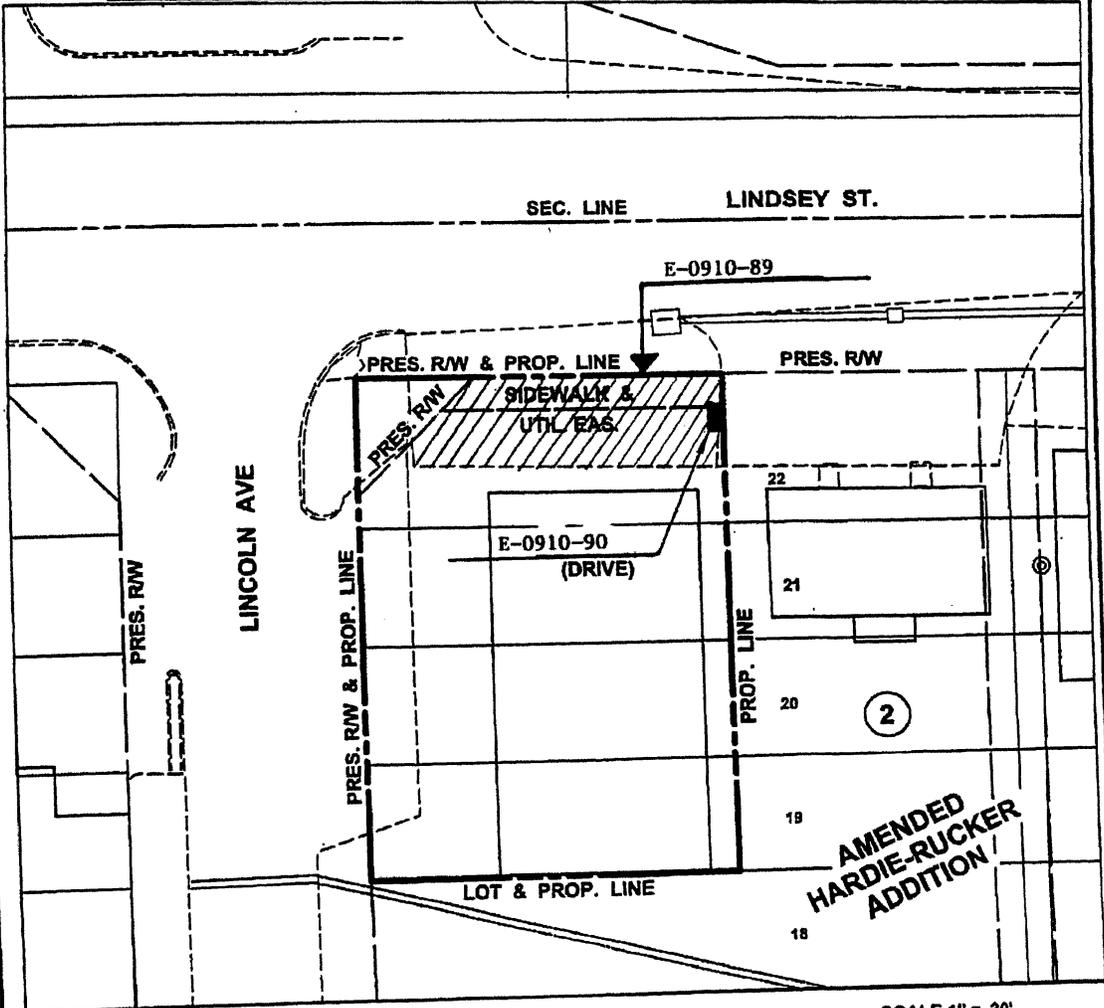
JOB NO. 22140 PIECE: 04
 PARCEL NO. 3, 3.1
 County: CLEVELAND
 STP-114B(142)AG

TOTAL PROPERTY LEGAL DESCRIPTION

the West 78' of Lots 19 - 22, inclusive, Block 2,
of the Ammended Hardie-Rucker Addition to the City of Norman

Section 5, T8N, R2W

BEFORE GROSS	8,334 SF	0.19 ACRES
EXISTING R/W OUT OF TAKE	SF	ACRES
EXISTING R/W IN TAKE	312 SF	0.01 ACRES
PERMANENT R/W	0 SF	0.00 ACRES
REM. IN QTR.	8,334 SF	0.19 ACRES
PERPETUAL EAS. (SIDEWALK & UTILITY)	396 SF	0.01 ACRES
TEMP. R/W (DRIVEWAY)	15 SF	0.01 ACRES
TEMP. R/W	SF	ACRES
TEMP. R/W	SF	ACRES



CONSENT TO EASEMENT
PARTIAL RELEASE OF MORTGAGE
PARTIAL LIEN WAIVER

Project: STP-1148(42)AG
County: Cleveland
Parcel: 3, 3.1
J/P: 22140(04)

This indenture made and entered into this 25th Day of MAY, 20 10 By and
between
Sooner State Bank, Party of the First Part, and City of Norman
, Party of the Second Part, Witnesseth:

That, Whereas, party of the first part is the owner and holder of a valid and subsisting mortgage against the following described real property situated in Cleveland County, Oklahoma.

And, Whereas, the party of the second part in constructing and improving a public highway along, over and across said above-described premises and it being necessary for the construction of the said highway to appropriate a portion of said land for such purposes.

Now, therefore, in consideration of the sum of one dollar (\$1.00) paid by party of the second part, the receipt of which is hereby acknowledged, the said party of the first part does here by waiver, in the favor of City of Norman, all right, title interest and claim of lien and damages to said above-described real property insofar as the same shall be affected by the taking of the following-described portion thereof for road purposes, to wit:

Sidewalk and Utility Easement

A strip, piece or parcel of land lying in part of Lot 22, Block 2, of the Amended Hardie-Rucker Addition to the City of Norman, in Section 5, T8N, R2W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:
Beginning at the Northwest corner of said Lot 22, thence N 89°46'49" E along the North line of said Lot 22 a distance of 78.00 feet, thence S 00°11'20" E a distance of 7.00 feet, thence S 89°46'49" W a distance of 60.00 feet to a point on the present East right-of-way line of Lincoln Avenue, thence S 44°47'44" W along said present East right-of-way line a distance of 25.46 feet to a point on the West line of said Lot 22, thence N 00°11'20" W along said West line a distance of 25.00 feet to point of beginning.
Containing 0.01 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.

Witness _____ Hand _____ Seal _____ The day and year last above
written. _____
_____ EVP.

State of Oklahoma)
) ss.
County of OKLAHOMA)

Before me, a Notary Public in and for said county and state, on this 25th Day of MAY, 2010
Personally appeared John Robin, EVP To me known to be the identical person who subscribed the name of the name of the maker thereof to the foregoing instrument as its EXECUTIVE VICE PRES and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.
My commission Expires: 9-11-12
Commission Number: 00015223

Notary Public



PI610U02
Number : 0000172122

City of Norman
Purchase Requisition

6/11/10
11:24:56

Type information, press Enter.

Type (F4) 1 PURCHASE REQUISITION
Reason ROW ACQUISITION
By FURR-FERGUSON
Date 061110
Vendor number
Name (F4) LINCOLN APARTMENTS, LLC _ B=Begins with,C=Contains

Contract nbr (F4)
Ship to (F4) EN PUB WKS- ENGINEERING
Deliver by date 061110
Fiscal year code C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

2=Change 4=Delete 8=Item extended description 9=Quotes

Opt Line#	Quantity	UOM	Description
1	4700.00		DOL PERMANENT E-0910-89 / TEMPORARY E-0910-90

Total: 4700.00

F3=Exit F4=Prompt F6=Add item F7=Alternate view
F8=Requisition quotes F12=Cancel F20=Comments F21=Copy



City of Norman, OK

Item 15

Text File

File Number: FP-0910-1

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

Introduced: 6/8/2010

Current Status: Consent Item

Version: 1

Matter Type: Final Plat

Title

CONSIDERATION OF A FINAL PLAT FOR NORTH NORMAN BUSINESS CENTER ADDITION AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

Motion to approve or reject the final plat; and, if approved, accept the public dedication contained within the plat; authorize the Mayor to the final plat and subdivision and maintenance bonds subject the City Development Committees acceptance of all required public improvements; and direct the filing of the final plat.

Body

BACKGROUND:

This item is a final plat for North Norman Business Center Addition and is generally located east of I-35 Frontage Road and 1/3 mile north of Indian Hills Road. This property consists of 3.85 acres. The proposal is two rural commercial lots and a 0.30 acre detention pond and a 0.50 acre waste water lagoon.

City Council, at its meeting of May 28, 1985, adopted Ordinance No. O-8485-81 placing this property in Rural Commercial, CR and removing it from A-2 and C-2 zoning classification.

City Council, at its meeting of September 8, 2009, approved the preliminary plat for North Norman Business Park Addition with alley waiver. Planning Commission, at its meeting of September 10, 2009, approved the final plat for North Norman Business Center Addition.

DISCUSSION:

The public improvements consist of a water main to serve fire hydrants. A storm water detention pond will be privately maintained. A wastewater sewer lagoon design has been approved by the Oklahoma Department of Environmental Quality. It will be privately maintained by the property owners.

STAFF RECOMMENDATION:

The final plat is consistent with the approved preliminary plat. Based upon the above information, Staff recommends acceptance of the public dedications, approval of the final plat and filing of the final plat subject to completion of public improvements and the City Development Committee's acceptance of all required public improvements and authorize the Mayor to sign the final plat and bond.

City Council Agenda

ITEM: CONSIDERATION OF A FINAL PLAT FOR NORTH NORMAN BUSINESS CENTER ADDITION AND THE ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

LOCATION: Generally located on the east side of I-35 Frontage Road approximately 1/3 mile north of Indian Hills Road.

INFORMATION:

1. Owner. South I-35 Properties, Inc.
2. Developer. South I-35 Properties, Inc.
3. Engineer. Cardinal Engineering

HISTORY:

1. Refer to the Planning Commission Staff Report, September 10, 2009.
2. September 8, 2009. City Council approved the preliminary plat for North Norman Business Center Addition.
3. September 10, 2009. Planning Commission, on a vote of 8-0, approved the final plat for North Norman Business Center Addition.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, September 10, 2009.
2. Subdivision Bond. A subdivision bond has not been submitted since the developer has requested approval of the final plat with the filing thereof to be directed subject to the completion and acceptance of all required public improvements. Sidewalks are not required for rural designated property.

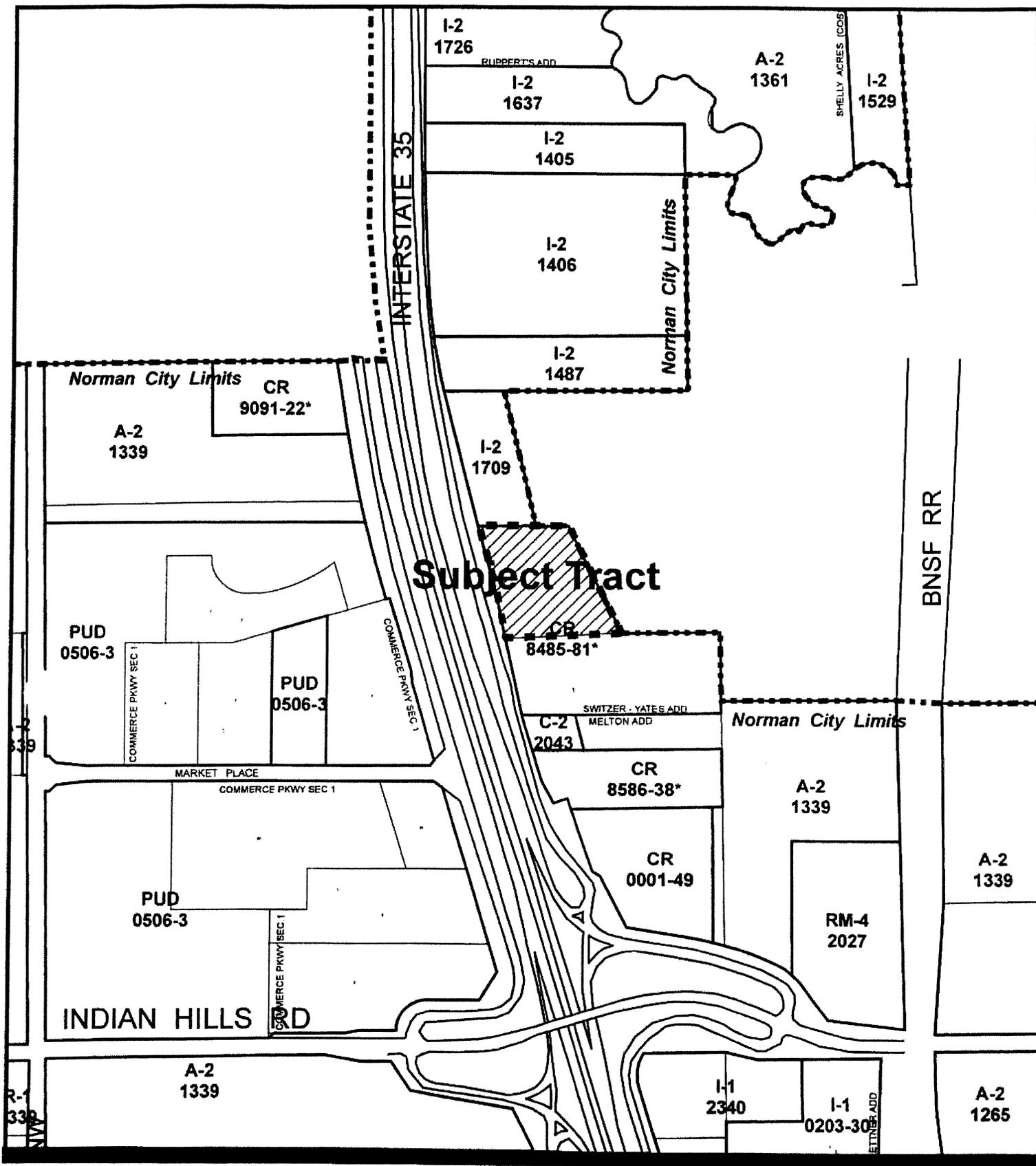
PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, September 10, 2009.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, preliminary plat, site plan, final plat, Staff Report recommending approval and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the final plat; and, if approved, accept the public dedications contained within the final plat; authorize the Mayor to sign the final plat and maintenance bonds subject to the City Development Committee's acceptance of the required public improvement and direct the filing of the final plat.

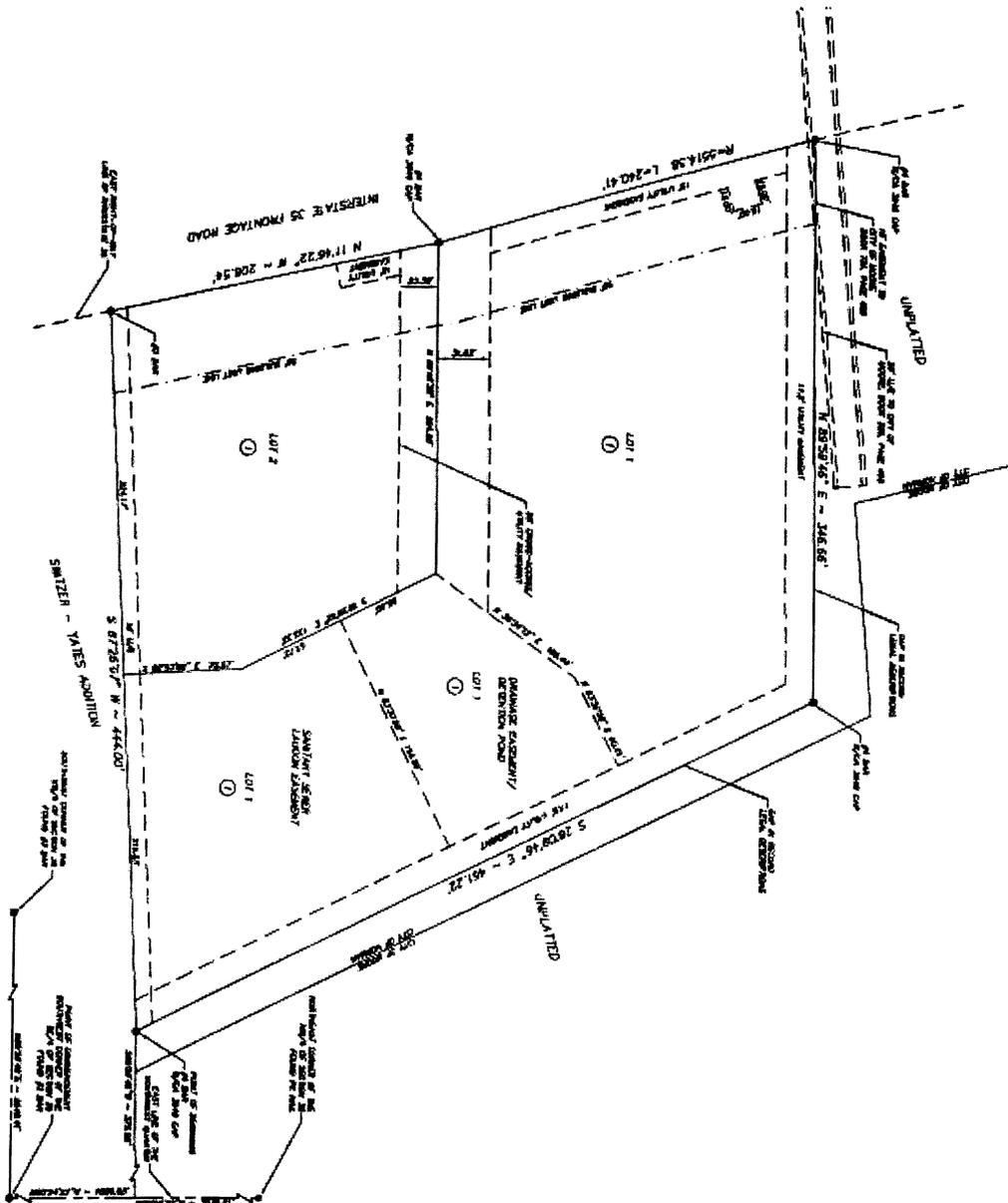
ACTION TAKEN: _____



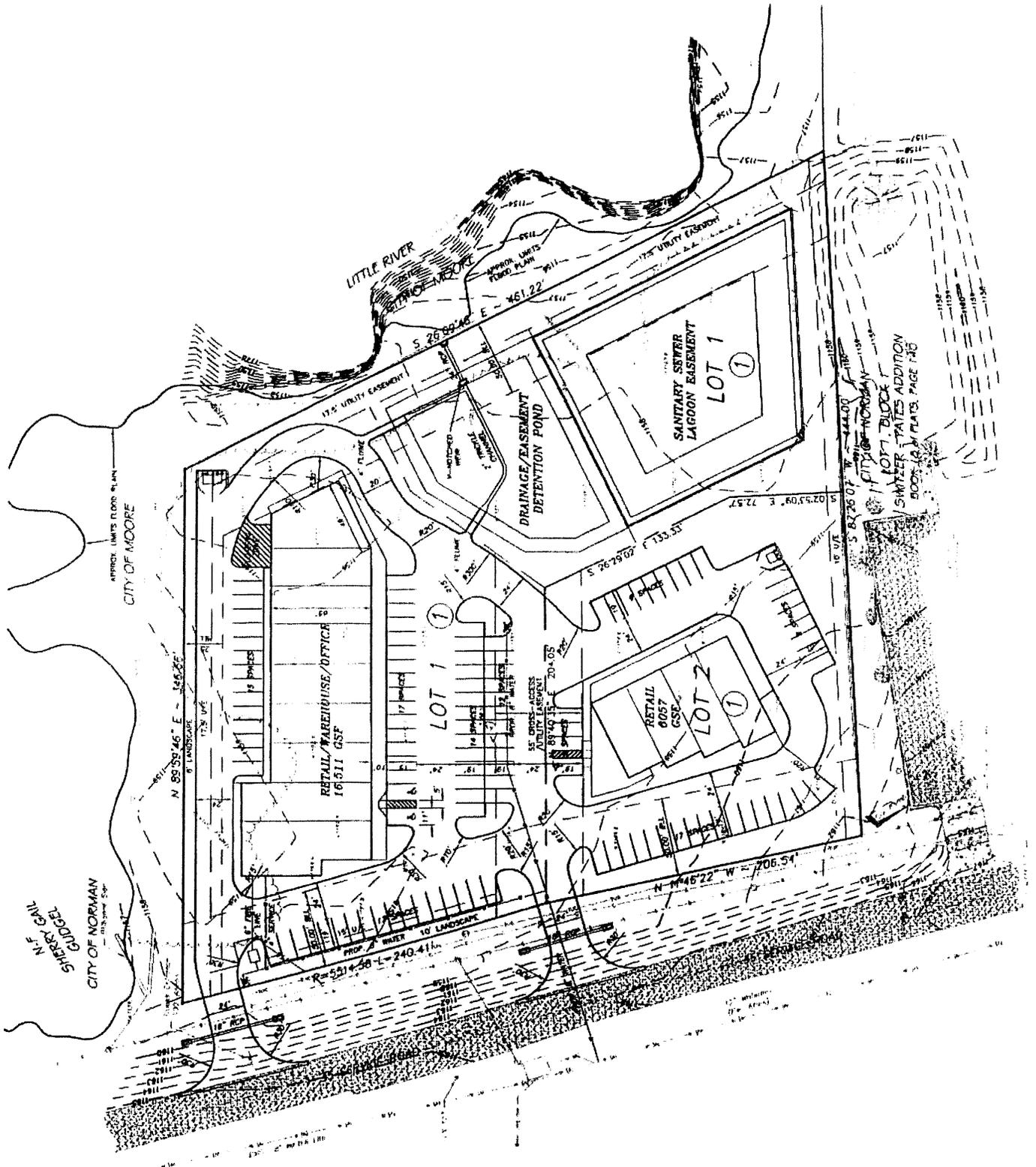
FINAL PLAT - NORTH NORMAN BUSINESS CENTER

OWNER/DEVELOPER: North Norman Business Center
 ENGINEER: Cardinal Engineering

FINAL PLAT OF NORTH NORMAN BUSINESS CENTER
 A PART OF THE SOUTHWEST 1/4, SECTION 35, T10N, R3W, 14E.
 Norman, Cleveland County, Oklahoma



SITE PLAN OF NO. 107 NORMAN BUSINESS CENTER
 A PART OF THE SOUTH 1/4, SECTION 35, T10N, R3W, I.M.
 Norman, Cleveland County, Oklahoma



FINAL PLAT

ITEM NO. 7

STAFF REPORT

ITEM: Consideration of a Final Plat for NORTH NORMAN BUSINESS CENTER ADDITION.

LOCATION: Generally located on the east side of I-35 frontage road approximately 1/3 mile north of Indian Hills Road.

INFORMATION:

1. Owner. South I-35 Properties, Inc.
2. Developer. South I-35 Properties, Inc.
3. Engineer. Cardinal Engineering

HISTORY:

1. March 28, 1985. City Council approved the sewer solution for Belcher Park Addition with the utilization of private lagoons.
2. May 9, 1985. Planning Commission, on a vote of 9-0, recommended to City Council that this property be placed in CR, Rural Commercial District and removed from A-2 and C-2 zoning classification.
3. May 9, 1985. Planning Commission, on a vote of 9-0, approved the preliminary plat for Belcher Park Addition.
4. May 28, 1985. City Council adopted Ordinance No. O-8485-81 placing the property in CR, Rural Commercial District and removing it from A-2 and C-2 zoning classification.
5. May 9, 1990. The approval for the preliminary plat became null and void.
6. April 9, 2009. Planning Commission, on a vote of 7-0, recommended to City Council that the preliminary plat for North Norman Business Center Addition be approved with alley waiver.

HISTORY (con't):

7. September 8, 2009. City Council is scheduled to consider the preliminary plat for North Norman Business Center Addition. Results of that review will be presented separately.

IMPROVEMENT PROGRAM:

1. Alley. City Council is scheduled to consider a request to waive alley requirements at its meeting of September 8, 2009. Results of that review will be presented separately.
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. Oklahoma Department of Environmental Quality has approved the use of a total retention lagoon.
5. Sidewalks. Sidewalks are not required. This area is designated as a rural commercial development.
6. Storm Sewers. Drainage structures will be installed in accordance with approved plans and City drainage standards. Storm water will be conveyed to a privately-maintained detention facility for controlled discharge into Little River.
7. Streets. Interstate Drive is existing.
8. Water Mains. There is an existing 12-inch (12") water line adjacent to North Interstate Drive. Water lines will be installed to serve two proposed fire hydrants.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.

P.C. AGENDA 09-10-09
FINAL PLAT, NORTH NORMAN BUSINESS CENTER ADDITION

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat, site plan and final plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Staff recommends approval of the final plat for North Norman Business Center Addition.

ACTION NEEDED: Approve or disapprove the Final Plat for North Norman Business Center Addition subject to City Council approval of the alley waiver and preliminary plat for North Norman Business Center Addition.

ACTION TAKEN: _____

Item No. 3, being:
CONSENT DOCKET

Chairman Gasaway announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. He read the items recommended for inclusion on the Consent Docket, as follows:

Item No. 4, being:
APPROVAL OF THE AUGUST 13, 2009 REGULAR SESSION MINUTES AND AUGUST 13, 2009 STUDY SESSION MINUTES.

Item No. 5, being:
CONSIDERATION OF A FINAL PLAT SUBMITTED BY NORMAN PROPERTIES, L.L.C. (TRIAD DESIGN GROUP) FOR GRACE ADDITION, PHASE ONE, GENERALLY LOCATED ON THE SOUTH SIDE OF MAIN STREET AND EAST OF 48TH AVENUE S.W.

Item No. 6, being:
CONSIDERATION OF A FINAL PLAT SUBMITTED BY CIES PROPERTIES, INC. (CLOUR ENGINEERING OF OKLAHOMA, INC.) FOR BROOKHAVEN NO. 41 ADDITION, GENERALLY LOCATED ON THE SOUTH SIDE OF ROCK CREEK ROAD APPROXIMATELY ¼ MILE WEST OF 36TH AVENUE N.W.

Item No. 7, being:
CONSIDERATION OF A FINAL PLAT SUBMITTED BY NORTH NORMAN BUSINESS CENTER (CARDINAL ENGINEERING) FOR NORTH NORTMAN BUSINESS CENTER, GENERALLY LOCATED ON THE EAST SIDE OF I-35 APPROXIMATELY 1/3 MILE NORTH OF INDIAN HILL ROAD.

Item No. 8, being:
CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY GAIL ARMSTRONG (SMC CONSULTING ENGINEERS, P.C.) FOR TECUMSEH ROAD BUSINESS PARK ADDITION, A PLANNED UNIT DEVELOPMENT, GENERALLY LOCATED AT THE NORTHEAST CORNER OF FLOOD AVENUE AND TECUMSEH ROAD.

Item No. 9, being:
CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY (COS-0910-2) SUBMITTED BY GERALD RICKARD (DAVID M. LOUY, LICENSED SURVEYOR) FOR RICKARD ACRES, GENERALLY LOCATED ON THE SOUTH SIDE OF STELLA ROAD APPROXIMATELY ½ MILE EAST OF 108TH AVENUE N.E.

*

Chairman Gasaway asked if any member of the Planning Commission wished to remove any item from the Consent Docket. There being none, he asked whether anyone in the audience wished to remove any item from the Consent Docket. There being none, he turned to the Planning Commission for discussion.

Ed Adwon moved to place Item Nos. 4 through 9 on the Consent Docket and approve by one unanimous vote. Zev Trachtenberg seconded the motion.

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

YEAS	Ed Adwon, Jim Gasaway, Tom Knotts, Curtis McCarty, Paul Minnis, Roberta Pailes, Andy Sherrer, Zev Trachtenberg
NAYES	None
MEMBERS ABSENT	Chris Lewis

Recording Secretary Roné Tromble announced that the motion, to place Item Nos. 4 through 9 on the Consent Docket and approve by one unanimous vote, passed by a vote of 8-0.

* * *



City of Norman, OK

Item 16

Text File

File Number: TMP-41

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

Introduced: 6/8/2010

Version: 1

Current Status: Consent Item

Matter Type: Development, Deferrals
and Variances

Title

ACCEPTANCE OF A WARRANTY DEED FROM B.D.L, INC., IN THE AMOUNT OF \$16,350 FOR THE 72ND AVENUE SE AND ALAMEDA PROJECT.

Motion to accept or reject the warranty deed; and, if accepted, authorize payment and direct the filing thereof.

Body

BACKGROUND:

The complex layout of the five-legged intersection of 72nd Avenue SE and Alameda Street/Alameda Drive has been a contributing factor to a number of traffic collisions over the last few years. In order to reduce those traffic collisions, the City's Capital Improvement Program included a project to close the east leg of Alameda Street and extend Oliphant Avenue to Alameda Drive. The extension of Oliphant Avenue has been chosen for several reasons. First, extending Oliphant Avenue replaces the access lost by the residents of Redbud Estates to Alameda Street/Alameda Drive. Second, it is located approximately 1400 feet east of 72nd Avenue SE, providing enough separation between the intersections so motorists can use them safely (See attached figure).

DISCUSSION:

In order to extend Oliphant Avenue to Alameda Drive, the City must acquire right-of-way from one property owner. Staff requested a donation from the property owner. During negotiations, the property owner requested the City pay fair market value for the property. Staff had an appraisal conducted on the property in order to determine the fair market value. Funds are available in the Capital Fund, Alameda and 72nd Avenue SE Intersection Modification, Right of Way Account No. 050-9084-431.60-01, Project No. TC0231.

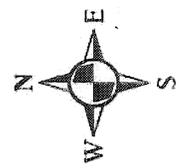
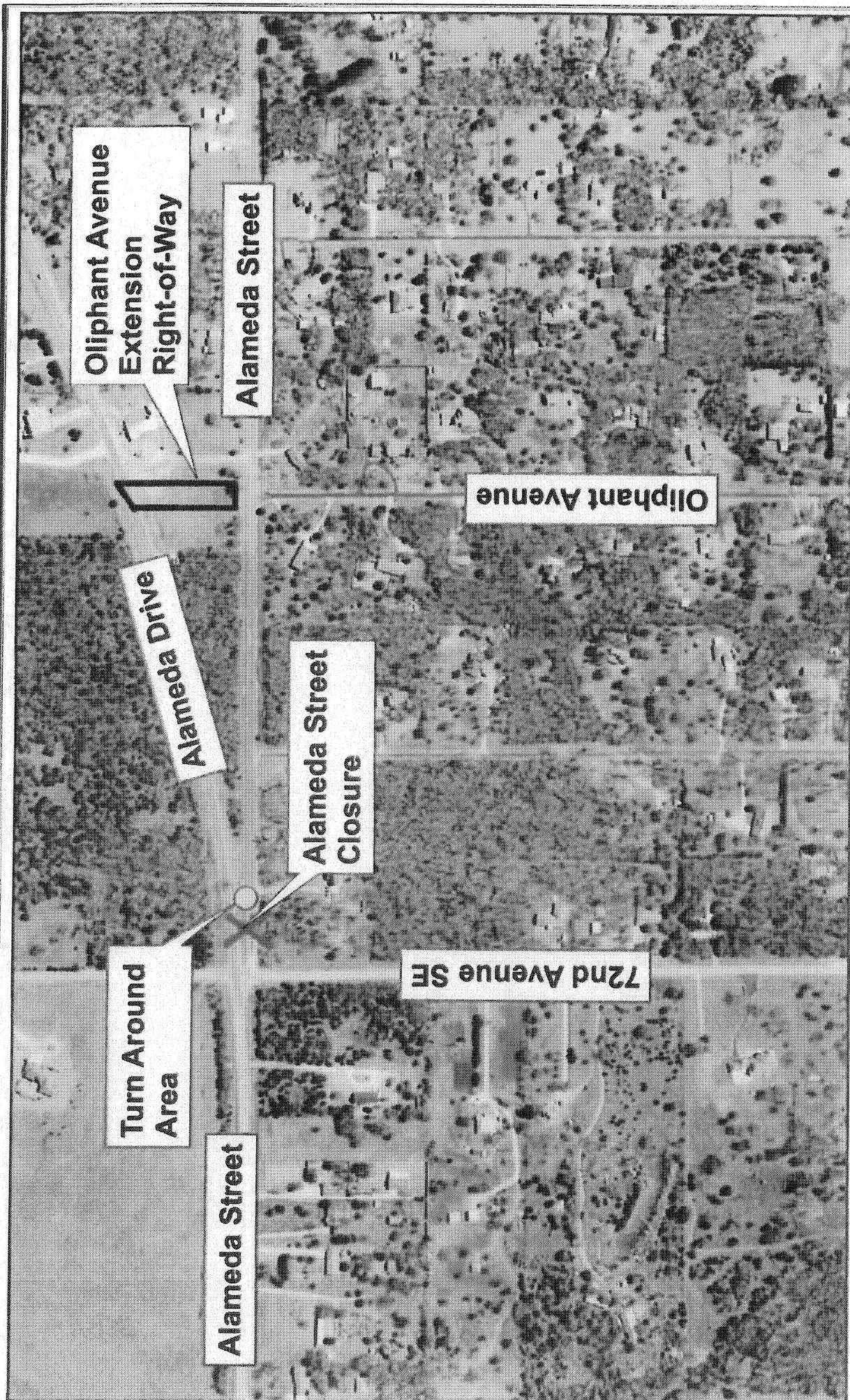
STAFF RECOMMENDATION:

Staff recommends the above described warranty deed be accepted, and that payment be authorized and the filing be directed thereof.

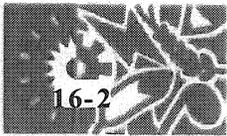
(See attached table)

Acceptance of Warranty Deed
Table

Parcel No.	Grantors	Document	Cost	Comments
1	B.D.L., Inc.	Warranty Deed	\$16,350.00 (Appraised Value)	1.26 Acres includes \$4,350 in damages for relocating sign



Alameda and 72nd Avenue SE Intersection Improvements



WARRANTY DEED

Know All Men by These Presents:

That B.D.L., Inc., (an Oklahoma Corporation) duly organized and existing under and by virtue of the laws of the State of Oklahoma, whose principal place of business in Cleveland County, State of Oklahoma, party of the first part, in consideration of the sum of Ten and No/100ths----- DOLLARS (\$10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the City of Norman, of Cleveland County, State of Oklahoma, party of the second part, the following described real property and premises situated in Cleveland County, State of Oklahoma, to-wit:

A part of a tract of land recorded in RB 3336, Page 775 located in the Southeast Quarter of the Southwest Quarter of Section 29, Township 9 North, Range 1 West, Cleveland County, Oklahoma, more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 29, Township 9 North, Range 1 West; thence, N 00° 04' 41" a distance of 258.00 feet to a point on the southern right-of-way of Alameda Drive (formerly known as Oklahoma State Highway 9); thence, along the southern right-of-way of Alameda Drive on a curve to the left having a radius of 5779.65 feet, a chord bearing of N 70° 19' 00" E and a chord distance of 207.44 feet to a point on the said right-of-way; thence S 25° 52' 14" W a distance of 43.50 feet; thence, along a curve to the right having a radius of 250.00 feet, a chord bearing of S 7° 13' 52" E and a chord distance of 61.93 feet; thence, S 00° 07' 00" E a distance of 163.91 feet; thence, S 45° 07' 00" E a distance of 42.43 feet; thence, S 00° 07' 00" E a distance of 33.00 feet to a point on the southern section line of said section; thence, along the southern section line S 89° 53' 00" W a distance of 214.25 feet to the Point of Beginning, containing 1.26 acres, more or less.

together with improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, their 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.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name by its _____ President, its corporate seal affixed, and attested by its Secretary at _____, this 15 day of FEB, 2010.

Larry G. Lushington
President

Attest: (affix corporate seal)

By: *Lobby Busting*
Secretary

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15 day of February, 2010, personally appeared Larry E. Busking to me known to be the identical person who executed the foregoing warranty deed as its Corporate President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal this 16th day of June, 2010.

01/31
My Commission Expires
OFFICIAL SEAL
Tarena Furr
Commission # 07001083
Expires January 31, 2011

Tarena Furr
Notary Public

Approved as to form and legality this 16th day of June, 2010.

Jeff Harley Bryant
Jeff Harley Bryant, City Attorney

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

Cindy Rosenthal, Mayor

ATTEST:

City Clerk

SEAL:



City of Norman, OK

Item 17

Text File

File Number: LL0910-15

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

Introduced: 6/11/2010

Version: 1

Current Status: Consent Item

Matter Type: Limited License

Title

LIMITED LICENSE TO PLACE NINE (9) DESIGNATE 7100" GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

Motion to approve or reject the limited license; and, if approved, authorize the issuance thereof.

Body

BACKGROUND:

Section 18-308 states:

Festival or Public Event Banners.

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

DISCUSSION:

The United Way of Norman, a 501(c)(3) organization, has requested placement of nine (9) ground signs along major thoroughfares throughout the community to advertise their annual public fund-raising campaign. The signs will be used from June 25 through October 29, 2010.

A copy of the letter of request, with the specified locations, is attached for reference.

RECOMMENDATION:

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



of Norman

550 24th Ave NW Ste. D
Norman, OK 73069
Phone (405) 329-2025

May 3, 2010

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

Dear Ellen:

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

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

We would like to put the nine "Designate 7100" banners in place by June 25th and remove them by October 29th due to the fact that metro area campaigns will begin at the end of June and take place through the end of October.

In order to communicate our progress to the community, we would like to put up twenty two "Goal-o-meters" on various Norman streets. Once again, we would really appreciate your help with this endeavor. With so many factions of the community participating, we have found that this is an effective way of letting them know where we stand. We would like to put up the Goal-o-meters on September 17th and leave them in place until November 26th.

A list of locations for each type of sign is attached. Please note that these are the same locations approved for our 2009 campaign.

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

Sincerely,

A handwritten signature in black ink that reads "Kristin Collins". The signature is written in a cursive, flowing style.

Kristin Collins
President

*United Way of Norman Mission: To unite and focus
our community resources to address human needs.
www.unitedwaynorman.com*

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER

Date May 3, 2010

Name of Applicant United Way of Norman

Address 550 24th Ave, NW, Ste D Telephone Number 329-2025

Number of Banners Nine (9)

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

Please See Attachment

Banner Size 5' x 7'

Type of Banner Vinyl Banner with aluminum frame

Wording of Banner Designate Norman (7100) Give Where
You Live Thank You (with United Way of Norman logo)

Duration of Use June 25 - Oct. 29, 2010

**United Way of Norman Designate Norman Banners
06/25/10 - 10/29/10**

1. Robinson & Interstate Drive intersection
(West of bus stop, targeted for traffic heading towards north I-35)
2. 36th Avenue NW and Indian Hills Road
(NW Corner, targeted for traffic heading North and West)
3. 36th NW & Tecumseh Road
(SE corner, targeted for traffic heading towards north I-35)
4. 48th Avenue NW and Robinson
(NW Corner, targeted for traffic heading North & West to Oklahoma City)
5. Main and 24th Ave NW
(NW Corner by IBC Bank)
6. Lindsey & 24th Avenue S.W. intersection
(SW corner, targeted for traffic heading towards north I-35)
7. 12th Avenue N.E.
(Recreation Center, near Rec sign)
8. Flood & Rock Creek intersection
(NE corner, 30' back from each curb... northbound traffic)
9. 12th Avenue NE and Rock Creek Road
(NE Corner, targeted for traffic taking Sooner Road to Oklahoma City)

Kristin Collins
(405) 329-2025

LIMITED LICENSE NO. 0910-15

**LIMITED LICENSE TO PLACE NINE
(9) DESIGNATE 7100" GROUND BANNERS
WITHIN THE PUBLIC RIGHTS-OF-WAY
PURSUANT TO A REQUEST FROM THE
UNITED WAY OF NORMAN.**

An Application has been filed by the United Way of Norman for a Limited License to place nine (9) "Designate 7100" ground banners within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

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

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

License limited for a one hundred twenty-seven (127) day period from June 25 through October 29, 2010.

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 22nd day of June, 2010.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk



City of Norman, OK

Item 18

Text File

File Number: LL0910-16

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

Introduced: 6/11/2010

Current Status: Consent Item

Version: 1

Matter Type: Limited License

Title

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

Motion to approve or reject the limited license; and, if approved, authorize the issuance thereof.

Body

BACKGROUND:

Section 18-308 states:

Festival or Public Event Banners.

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

DISCUSSION:

The United Way of Norman, a 501 (c) (3) organization, has requested placement of twenty-two (22) ground signs along major thoroughfares around the community to inform the public of the progress of their annual public fund-raising campaign. The signs will be used from September 17 through November 26, 2010.

A copy of the letter of request, with the specified locations, is attached for reference.

RECOMMENDATION:

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



of Norman

550 24th Ave NW Ste. D
Norman, OK 73069
Phone (405) 329-2025

May 3, 2010

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

Dear Ellen:

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

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

We would like to put the nine "Designate 7100" banners in place by June 25th and remove them by October 29th due to the fact that metro area campaigns will begin at the end of June and take place through the end of October.

In order to communicate our progress to the community, we would like to put up twenty two "Goal-o-meters" on various Norman streets. Once again, we would really appreciate your help with this endeavor. With so many factions of the community participating, we have found that this is an effective way of letting them know where we stand. We would like to put up the Goal-o-meters on September 17th and leave them in place until November 26th.

A list of locations for each type of sign is attached. Please note that these are the same locations approved for our 2009 campaign.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kristin Collins".

Kristin Collins
President

*United Way of Norman Mission: To unite and focus
our community resources to address human needs.
www.unitedwaynorman.com*

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER

Date May 3, 2010

Name of Applicant United Way of Norman

Address 550 24th Ave, NW, SKD Telephone Number 329-2025

Number of Banners Twenty two (22)

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

Please see attachment

Banner Size 5' x 6'

Type of Banner Vinyl Banner with aluminum frame

Wording of Banner United Way of Norman with a picture of a thermometer with percentage marks & UW logo

Duration of Use Sept. 17- Nov. 26, 2010

United Way of Norman Goal-o-meters
09/17/10 - 11/26/10

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

LIMITED LICENSE NO. 0910-16

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

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

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

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

License limited for a seventy-one (71) day period from September 17, 2010 to November 26, 2010.

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 22nd day of July, 2010.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk



City of Norman, OK

Item 19

Text File

File Number: K-0809-57

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

Introduced: 5/25/2010

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

AMENDMENT NO. ONE TO CONTRACT NO. K-0809-57: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) EXTENDING THE CONTRACT UNTIL JUNE 30, 2010, FOR FOR PHASE 1, OF THE 2008 CANADIAN RIVER WASTELOAD ALLOCATION STUDY.

Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. One to Contract No. K-0809-57; and, if approved, authorize the execution thereof.

Body

BACKGROUND:

In 1972, Congress passed the Clean Water Act (CWA), which authorized the Environmental Protection Agency (EPA) to begin removal of pollution from receiving waters of the United States. Subsequent EPA regulations promulgated under the CWA required that all receiving waters (rivers, streams, etc.) be assigned water quality designations: Industrial, Drinking Water, Full Body Contact, etc. Until recently, the Canadian River from Minco, to approximately Wayne, OK, has been designated Habitat Limited. Fortunately, due to ongoing efforts of many individuals, groups, organizations, companies, cities and towns in cleaning up the river, it was recently upgraded to a designation of Warm Water Fishery (WWF). This is an improved water quality designation to sustain an enhanced habitat.

The WWF designation requires that a more stringent (higher) dissolved oxygen (DO) level must be maintained in the river to sustain the appropriate habitation. Every entity, including the Norman Utilities Authority (NUA), which discharges to the river must meet the higher standard. Our discharge is governed by our Oklahoma Department of Environmental Quality (ODEQ) issued Oklahoma Pollution Discharge Elimination System (OPDES) permit. To obtain or renew said permit in the future, our discharge must reflect the new water quality chemistry and flows associated with the new designation. Therefore, the ODEQ requested a new sampling and modeling study of the receiving stream characteristics.

The NUA approved Contract No. K-0809-57 with the Association of Central Oklahoma Governments (ACOG) on September 23, 2008. Work began October 27, 2008. Deliverables of Phase 1 were (1) Desktop modeling of the receiving stream and (2) a Quality Assurance Project Plan (QAPP) for conduct of Phase 2, which QAPP was approved by EPA on March 25, 2010. For ACOGs benefit, to complete final billing, contract must be extended to June 30, 2010.

Deliverables of Phase 2 will be a determination first, of the Total Maximum Daily Load (TMDL) to this segment of the river. That value is a range of contaminants which may be safely discharged by numerous entities at differing locations, and assimilated by the river, while

continuing to sustain appropriate habitat. From the established TMDL, and potential discharge rates of the various entities, a mutually agreeable and approved Waste Load Allocation (WLA) will be determined. This is the actual volume or mass of any particular contaminant that an entity may discharge. That is, an allocation of total available capacity (or load) on the river amongst the cumulative dischargers.

DISCUSSION:

A mutual approach among a consortium of entities to study the receiving waters (river) has at least two (2) advantages: First, shared costs which economically benefit all entities; second, a global analysis of the entire basin disregards political boundaries that divide the river into inconsistent parts. ACOG has offered to coordinate the study of the river segment to define the TMDL and WLA among those entities which desire to share costs of the required sampling and modeling. Staff desires to enter into a one year contract for these project management services with ACOG, which will then contract with a pre-approved sub-consultant.

The Phase 2 price proposal to ACOG from C. H. Guernsey & Company (Attachment 1 to Phase 2 contract) is valued at \$721,519, with Normans share equaling \$231,431, or 32.08%. Slight discrepancy is due to rounding of complex formula relating proportional flows of multiple entities. Thus, our share is a not to exceed value in the contract.

The Fiscal Year Ending 2010 design budget for WWTP Canadian River TMDL (Project No. WW0044), is \$218,000. The proposed Fiscal Year Ending 2011 (FYE11) budget includes an additional \$50,000, which funding was proposed in anticipation of this contract. However, in order to begin work on July 1, 2010, staff recommends appropriation of those funds and approval of the contract now. That is, we recommend supplemental appropriation of \$50,000 from the Wastewater Fund Balance, per recommendation No. 2 below, and a comparable decrease of \$50,000 in the proposed FYE11 Capital Budget.

STAFF RECOMMENDATION:

1. Recommend the NUA authorize the Chairman to sign Amendment No. 1 to Contract K-0809-57, extending said contract until June 30, 2010.
2. Recommend the NUA appropriate supplementary funds in the amount of \$50,000 from the Wastewater Fund Balance (Account No. 32-0000-432.00-00) to WWTP Canadian River TMDL (Account No. 32-9911-432.62.01, Project No. WW0044).
3. Recommend the NUA authorize the Chairman to sign Contract K-0910-185, in an amount not to exceed \$231,431.00 with the Association of Central Oklahoma Governments.

FIRST AMENDMENT TO THE AGREEMENT
CONTRACT K-0809-57
BETWEEN
THE NORMAN UTILITIES AUTHORITY
AND
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

THIS FIRST AMENDMENT is made and entered into this _____ day of _____ 2010, by and between THE NORMAN UTILITIES AUTHORITY (hereinafter "NUA"), and the ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (hereinafter "ACOG").

WITNESSETH:

WHEREAS, ACOG and NUA have previously entered into a certain "AGREEMENT BETWEEN ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND THE NORMAN UTILITIES AUTHORITY," dated as of September 23, 2008 (the "Original Agreement"), whereby NUA agreed to make certain payments and funding available to ACOG for performance of certain tasks as set forth in said Original Agreement; and;

WHEREAS, ACOG and NUA desire to extend the term the Original Agreement for an additional period of time.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements and covenants contained herein, the parties to this First Amendment do hereby agree as follows:

1. EXTENSION OF CONTRACT TERM; EFFECTIVE DATES. The Original Contract is hereby amended and extended for an additional period of time, from July 1, 2009 through June 30, 2010, inclusive.
2. OTHER TERMS AND CONDITIONS. Except for the duration of the Original Agreement, which is revised and extended pursuant to Paragraph 1 hereof, all other terms, conditions and provisions set forth in the Original Agreement of October 27, 2009 in its entirety with all attachments shall remain unchanged and are incorporated by reference as though fully set forth in this First Amendment. The parties shall continue to perform their obligations described in the Original Agreement in accordance with the new time for performance stated in Paragraph 1 hereof.

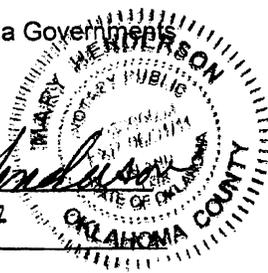
AGREED TO by and between the parties the day and year first above appearing.

APPROVED:

Association of Central Oklahoma Governments

ATTEST

Title:


Mary Henderson
Accountant

By:

John G. Johnson
Executive Director, ACOG

NORMAN UTILITIES AUTHORITY: APPROVED as to form and legality this 28 day of June, 2010

[Signature]
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20__

NORMAN UTILITIES AUTHORITY

ATTEST

By:

Title:

Chairman

Secretary



City of Norman, OK

Item 20

Text File

File Number: K-0910-56

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

Introduced: 6/8/2010

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

AMENDMENT NO. ONE TO CONTRACT NO. K-0910-56: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$138,000 FOR THE DESIGN OF WEST MAIN STREET BRIDGE OVER BROOKHAVEN CREEK LOCATED ½ MILE WEST OF 36TH AVENUE WEST.

Motion to approve or reject the amendment; and, if approved, authorize the execution thereof.

Body

BACKGROUND:

The existing West Main Street Bridge was constructed in 1972. This bridge is identified in the Storm Water Master Plan as being “hydraulically deficient”. It is unable to convey a ten-year storm. This condition likely caused the bridge to sustain serious damage in the flood of August 19, 2007. City crews made temporary emergency repairs at that time to keep the bridge in service. On January 27, 2009, the Norman City Council approved programming Resolution No. R-0809-96 requesting federal funds to replace the bridge and roadway approaches on West Main Street over Brookhaven Creek, located ½ mile west of 36th Avenue West. On August 11, 2009, City Council approved contract K-0910-56 with Garver, LLC for the preliminary design of this project.

DISCUSSION:

The funding for the design of this project was split into multiple years and thus the design was split into two phases. The first phase of this design contract included the following work:

- Surveying
- Engineering design report
- Assist in meeting the requirements of the Oklahoma Department of Transportation (ODOT) environmental process
- Preliminary design plans for the following:
 - Relocating the 12-inch water line located on the south side of Main Street
 - Brookhaven Creek Channel improvements
 - Main Street Bridge over Brookhaven Creek

This project also included enhancements to the Brookhaven Creek Channel from Main Street to Willow Grove Drive. These enhancements are listed as necessary improvements in the Storm Water Master Plan. The negotiated fee for these services was \$205,000.

Amendment No. 1 to Contract K-0910-56 provides the design services to complete design of this project. Amendment No. 1 includes the following services:

- Final design plans for the following:
 - Relocating the 12-inch water line on the south side of Main Street
 - Brookhaven Creek Channel improvements
 - Main Street Bridge over Brookhaven Creek
- Bidding services for the water line and channel improvements
- Construction support

The cost of this amendment is \$138,000 for a total design cost of \$343,000. Funds are available for this amendment in the Main Street Bridge Project, Design (Account No. 050-9352-431.62-01, Project No. TR0062). The total estimated cost of the project is \$3,670,000 with federal transportation assistance paying for an estimated \$2,438,000. Construction of this project is currently scheduled to begin in July, 2013.

STAFF RECOMMENDATION:

Staff recommends that Amendment No. 1 to Contract No. K-0910-56 for \$138,000, (Account No. 050-9352-431.62-01, Project No. TR0062) between the City of Norman and Garver, LLC for Phase II of the design for the Main Street Bridge Project over Brookhaven Creek be approved.

AMENDMENT NO. 1
AGREEMENT
FOR
ENGINEERING SERVICES

This is an amendment, AMENDMENT NO. 1, attached to and made a part of the AGREEMENT, dated August 11, 2009, between the CITY OF NORMAN (Owner) and GARVER, LLC. (Engineer) for professional engineering for final design and construction phases services associated with the Main Street Bridge over Brookhaven Creek and Downstream Channel Work.

WHEREAS, the Owner has determined the need for additional engineering for final design and assistance during the bidding and construction phases of the project;

WHEREAS, Engineer is prepared to provide final design, bidding, and construction administration services in support of the project;

NOW THEREFORE, in consideration of the promises contained in said AGREEMENT and this AMENDMENT NO. 1, Owner and Engineer agree as follows:

ARTICLE 3 - SCOPE OF SERVICES

Engineer shall perform additional services in accordance with Attachment A.

ARTICLE 4 - SCHEDULE

Engineer shall complete the additional services in accordance with Attachment B.

ARTICLE 5 - COMPENSATION

Owner shall pay Engineer One-Hundred and Thirty-Eight Thousand dollars (\$138,000) for additional services in accordance with Attachment C. The Engineer may submit interim statements, not to exceed one per month, for partial payment for Services rendered.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Shane Smith, P.E.
Garver, LLC.
1016 24th Ave NW
Norman, OK 73069
405-329-2555
SSSmith@GarverUSA.com

OWNER: John Clink, P.E.
City of Norman
201-A West Gray
Norman, OK 73070
405-366-5424
John.Clink@NormanOK.gov

IN WITNESS WHEREOF, Owner and Engineer have executed this Amendment No. 1.

DATED this _____ day of _____, 2010.

Garver, LLC. (ENGINEER)

By: [Signature]
Title: Michael J. Graves – Project Manager

ATTEST:

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

This instrument was acknowledged before me on this 17 day of May 2010, by Michael J. Graves, as a Project Manager of Garver, LLC.

[Signature]
Notary Public

My Commission Expires/Commission Number:
4-3-12 / 08003781



City of Norman (OWNER)
APPROVED as to form and legality this 11 day of June, 2010.

[Signature]
City Attorney

APPROVED by the Council of the City of Norman this _____ day of _____, 2010.

ATTEST

By: _____
Title: Mayor

City Clerk

ATTACHMENT A – SCOPE OF SERVICES

9. Final Design

During the final design phase of the projects, the Engineer will complete the design activities needed to prepare construction plans, final construction details, estimated quantities, special provisions, and opinion of probable construction cost. The Engineer will prepare a Stormwater Pollution Prevention Plan (SWPPP) and Erosion Control Plans for the Contractor to submit to ODEQ when filing the Notice of Intent. The Engineer will also make a final field inspection with the Owner and make any needed plan changes as a result of the final field inspection.

9.1. Waterline Relocation and Brookhaven Creek Channel Improvement Project

The waterline relocation and channel improvements will be designed as recommended in the Preliminary Engineering Report. The existing waterline along Main Street will be relocated in the vicinity of Willow Way Drive to Lamp Post. Brookhaven Creek will be widened from Main Street downstream to Willow Grove Drive. The waterline relocation and channel improvements will be bid as one construction contract. Owner standard details and specifications will be used and supplemented with special provisions as needed for this Owner bid project. Front end and contractual documents for construction will be provided by the Owner.

9.2. Main Street Bridge over Brookhaven Creek Project

The Main Street Bridge Improvements over Brookhaven Creek will be designed as recommended on the Preliminary Engineering Report. ODOT standard details and specifications will be used and supplemented with special provisions as needed for the ODOT bid projects. Pay items will be consistent with the ODOT bid process.

10. Bidding Services

10.1. Waterline Relocation and Brookhaven Creek Channel Improvement Projects

During the bidding phase of the project, the Engineer will:

- 10.1.1. Prepare and submit Advertisements for Bids to newspaper(s) for publication by the Owner. Owner will pay advertising costs outside of this contract.
- 10.1.2. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
- 10.1.3. Support the contract documents by preparing addenda as appropriate.
- 10.1.4. Participate in the pre-bid meeting if necessary.
- 10.1.5. Attend the bid opening.
- 10.1.6. Prepare the bid tabulation.
- 10.1.7. Evaluate bids and recommend award.
- 10.1.8. Prepare construction contract.

10.2. Main Street Bridge over Brookhaven Creek Project

The Engineer will attend the pre-bid meeting and issue addenda if needed. Minimal effort by the Engineer is anticipated during the ODOT bid process.

11. Construction Phase Services

11.1. Waterline Relocation and Brookhaven Creek Channel Widening Projects

During the construction phase of work, the Engineer will accomplish the following:

- 11.1.1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- 11.1.2. Prepare for and attend utilities coordination meeting.
- 11.1.3. Attend progress/coordination meetings with the Owner/Contractor.
- 11.1.4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. The Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, the Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 11.1.5. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- 11.1.6. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. The Engineer's recommendation for payment shall not be a representation that the Engineer has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- 11.1.7. Maintain a set of working drawings and prepare and furnish record drawings.
- 11.1.8. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay the Engineer an additional fee to be agreed upon by the Owner and the Engineer.
- 11.1.9. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

11.2. Main Street Bridge over Brookhaven Creek Project

The construction contract will be administered and inspected by ODOT with minimal effort required by the Engineer. During the Construction Phase the Engineer will:

- 11.2.1. Attend the preconstruction meeting.

- 11.2.2. Issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- 11.2.3. Participate in final project inspection.
- 11.2.4. Prepare record drawings based upon red-line mark ups provided by the Owner.

12. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by the Engineer, on each project:

- 12.1. Five copies of the Final Design with opinion of probable construction cost.
- 12.2. Five copies of the revised Final Design with opinion of probable construction cost.
- 12.3. One copy of the revised Final Plans to each potentially affected utility company.
- 12.4. Five copies of the Final Plans and Specifications to the Contractor.
- 12.5. Five copies of the right-of-way and/or easement acquisition documents.
- 12.6. One hard copy set of Record Drawings.
- 12.7. Electronic files as requested.

13. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- 13.1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- 13.2. Extension of the project beyond what is proposed in preliminary report.
- 13.3. Submittals or deliverables in addition to those listed herein.
- 13.4. Design of any utilities relocation other than water.
- 13.5. Street lighting or other electrical design.
- 13.6. Construction observation.
- 13.7. Construction materials testing.
- 13.8. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- 13.9. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

ATTACHMENT B – SCHEDULE

The Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below:

<u>Phase & Description</u>	<u>Calendar Days</u>
Final Design <ul style="list-style-type: none">• Main Street Bridge and Roadway Project• Waterline Relocation & Brookhaven Creek Improvements Project	90 days from approval of preliminary plans

ATTACHMENT C – COMPENSATION

For the work described under ATTACHMENT A - SCOPE OF SERVICES, the Owner will pay the Engineer on a lump sum basis. The Owner intends to pay the Engineer from its Capital Fund and represents that funds are available to pay the Engineer from the Capital Fund, or funds will be borrowed from another source as necessary to pay the Engineer.

The table below presents a summary of the fee amounts for this contract.

WORK DESCRIPTION	FEE AMOUNT
Waterline Relocation	
Final Plans and Specifications	\$16,000
Bidding and Services During Construction	\$20,000
Brookhaven Creek Channel Widening	
Final Plans and Specifications	\$20,000
Bidding and Services During Construction	\$25,000
Main Street Bridge over Brookhaven Creek	
Final Plans and Specifications	\$44,000
Bidding and Services During Construction	\$13,000
TOTAL FEE	\$ 138,000

The lump sum amount to be paid under this amended agreement is \$138,000.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the amount of work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

PURCHASE REQUISITION NBP 000011749

REQUISITION BY: JCLINK
SHIP TO LOCATION: PUB WKS- ENGINEERING
STATUS: DIVISION APPROVAL
REASON: ENGINEERING SERVICES
DATE: 6/01/10
SUGGESTED VENDOR: 9540 GARVER ENGINEERS LLC
DELIVER BY DATE: 6/01/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ENGINEERING SERVICES COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING CONSULTING	138000.00	EA	1.0000	138000.00	
REQUISITION TOTAL: 138000.00						

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	05993524315201 Capital Projects Design	TR0062 Bridge:Main 1/2m Wof 35 W	138000.00 138000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:
CONTINGENT UPON COUNCIL APPROVAL ON 6/22/10



City of Norman, OK

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

Item 21

Text File

File Number: K-0910-178

Introduced: 6/15/2010

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-0910-178: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GEOSAFE CORPORATION IN THE AMOUNT OF \$30,000 PER YEAR TO PROVIDE SOFTWARE LICENSING, MAINTENANCE, AND SUPPORT OF MOBILE2 SOFTWARE FOR THE POLICE DEPARTMENT AND THE FIRE DEPARTMENT.

Motion to approve or reject Contract No. K-0910-178 with GeoSafe Corporation in the amount of \$30,000 for one year; and, if approved, direct the filing thereof.

BODY

BACKGROUND

On May 23rd, 2006 Council approved contract no. K-0506-140 with WirelessWhere®, Inc. for the purchase of 120 licenses of their OfficerAssistant™ automated vehicle locator (AVL) software at an initial cost of \$23,000. This software was to be used by the Norman Police Department (NPD) Patrol Division in their patrol cars. This contract included maintenance and support services for the software. In FYE 2007 an additional ten licenses were added for the Norman Fire Department (NFD) for use in their fire trucks at a cost of \$10,000 which included the first year of maintenance and support for the new licenses. The maintenance and support agreement for the licensed software has been renewed annually at a cost of \$23,400 for FYE 2007 and \$32,500 each year thereafter (FYE 2008, FYE 2009, and FYE 2010).

Since the purchase and implementation of this software the maps used by the software have become outdated and ineffective for use by our emergency responders. The cost of updating these maps would cost the City approximately \$14,000 to \$20,000. This is not included in the annual software maintenance and support agreement. Due in part to this mapping issue NPD and Information Systems (IS) staff have been evaluating other vendors' AVL software products for the past year to find a suitable replacement for the WirelessWhere® OfficerAssistant™ AVL software we are currently using. This evaluation resulted in the selection of an AVL software product offered by Norman-based GeoSafe Corporation known as Mobile2 for further testing and evaluation. This AVL software is currently in use by the Norman Regional Hospital EMSTAT ambulance service and the City of Moore Police Department. We have been testing this software on several NPD third shift patrol units and the Communications Center on third shift for the past several months. During this testing period GeoSafe has been very responsive to suggestions made by our officers and our dispatchers. This cooperation between GeoSafe and NPD staff has resulted in the addition of numerous features to the GeoSafe software that are not available in any other AVL software we have evaluated. In addition to the basic features that are also offered by many other AVL software vendors such as instant messaging (IM), GPS tracking, and providing call dispatching information to first responders in the field the GeoSafe Mobile2 AVL software also provides the following features that makes this software unique to

any that we have evaluated:

- Fully integrated with our existing computer aided dispatch (CAD) and records management system (RMS) software
- Allows patrol officers and dispatchers to look-up outstanding warrants from the Cleveland County Sheriff's Office, the Oklahoma County Sheriff's Office, and the City of Norman online.
- Allows patrol officers and dispatchers to search Oklahoma Department of Corrections inmate records online.
- Allows users to view building floor plans and imagery from the Cleveland County Tax Assessor's Office
- Allows users to view structural and parcel data from the City of Norman's GIS system
- Allows users to view the City of Norman's apartment map book.
- Allows users to view current weather data from the NOAA National Weather Service
- Provides communication and data sharing capabilities with Norman Regional Hospital EMSTAT units as well as between NPD and NFD units.
- Provides online access to the most current city maps without incurring any additional costs that are often associated with purchasing and installing updated maps as is the case with our current AVL software.

Norman Regional EMSTAT and the City of Moore PD are GeoSafe's only two clients which will make Norman the third. GeoSafe's founder and President, Moshe Gutman, was a key member of the team that developed the OfficerAssistant AVL software from WirelessWhere that we have been using for the past four years. The OfficerAssistant AVL software was originally developed as a "class project" for an Information Technology (IT) class at OU. Upon completion of the class project and subsequent testing of the software by Norman PD John Antonio and Sridhar Radhakrishnan, professors at OU, formed the company, WirelessWhere, for the purpose of marketing and supporting the software with Moshe Gutman being their development and support programmer. Moshe later left WirelessWhere to form his own company, GeoSafe, for the purpose of developing a new AVL software product of his own that would offer more features than OfficerAssistant offers. Since Moshe's departure from WirelessWhere continued support and enhancements for their OfficerAssistant AVL software has become a concern for us which is part of our reason for replacing it. After several months of testing on NPD Patrol shift 3, the Mobile2 AVL software from GeoSafe has proven to meet the needs of the Norman PD and FD more effectively than the WirelessWhere OfficerAssistant software at a lower cost. It is also important to note that if we replace our current CAD and RMS software this Mobile2 AVL software from GeoSafe can be integrated with any other CAD software if we prefer to keep using it with a new CAD and RMS software.

The incorporation of this AVL technology into our existing CAD and public safety wireless network four years ago has provided the dispatchers in the Communications Center with the capability to visually determine the closest available unit that can be assigned to an incident which has reduced the time required to get an available unit to the scene. The AVL technology has also been a valuable tool for supervisors and incident commanders by giving them the ability to see where their available units are deployed during incidents and allowing them to more effectively establish perimeters around an incident or known suspect location. This can be equally beneficial in situations involving either stationary incidents or moving incidents such

as a pursuit incident. By having a visual display showing where there available units are deployed incident commanders or supervisors can identify possible holes in their incident perimeter or identify possible escape routes for suspects contained within the incident perimeter more effectively. Additionally, the AVL technology will provide a means for dispatchers, supervisors, and other officers in the field to visually determine the location, or last known location, of the patrol unit of an officer with whom radio contact has been lost. This could be critical in a situation where an officer has left his vehicle and been seriously injured and is unable to radio for help or is unable to respond to radio calls in any manner. The AVL technology can also be instrumental in tracking the location and direction of pursuits in the rural areas of Norman where street signs may not be easily visible to officers during a pursuit situation. If an officer in such a situation were to crash and either not know his location or not be able to radio his position to others, having the AVL technology in place could significantly reduce the time it would take to get help to that officer.

Police Chief Phil Cotten fully supports the move to the GeoSafe software in large part due to the manner in which the software broadcasts law enforcement related information out to the mobile units.

Another supporting factor for changing to the GeoSafe Mobile2 AVL software is the fact that the additional features included in the product can be utilized without the need to develop additional interfaces to make it compatible with our existing CAD software so there are no hidden costs associated with the move to this software. Also, because this is an enterprise license the software may be installed on multiple computers without incurring extra costs for additional licenses. After experiencing the recent critical incident involving the tornados the need for additional computers with this type of software was realized. If this agreement is approved we will be able to prevent this issue from occurring when a future event occurs in our city.

DISCUSSION

After several months of testing and evaluation of the GeoSafe Corporation's Mobile2 AVL software NPD and IS staff agree that our current AVL software purchased from WirelessWhere should be replaced with the GeoSafe Mobile2 software at an initial cost of \$30,000 which includes an enterprise license and the first year of software maintenance and support. Subsequent years of software maintenance and support will be provided at \$30,000 per year for the next two years. After this first three year period any increase in the annual software maintenance and support costs will be limited to 20% or less per year.

RECOMMENDATION

Staff recommends approval of the contract with GeoSafe Corporation for the licensing, maintenance, and support of their Mobile2 software at a total first year cost of \$30,000. This agreement includes an enterprise license provided to the City of Norman for the use of the software on an unlimited number of City of Norman end-user computers and one server as well as the first year of software maintenance and support. The software enterprise license, maintenance, and support agreement is renewable annually at a cost of \$30,000 for years two and three after which any increases in the annual cost cannot exceed 20% for a single year. Funds for this software license and continued maintenance and support agreement will be available as of July 1, 2010 in the NPD Maintenance & Repair Services/Contract-Data Processing Equipment account (account no. 010-6022-421.42-26) and the NFD Maintenance & Repair Services/Contract-Data Processing Equipment account (account no.

010-6443-422.42-26). GeoSafe is the sole source provider for this Mobile2 AVL software.

GEOSAFE

GeoSafe Software License and Maintenance Agreement

This Agreement was made and entered into, this 22nd day of June, 2010, by and between the City of Norman, (hereinafter referred to as the "City") and GeoSafe LLC (hereinafter referred to as "GeoSafe").

The City and GeoSafe, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1.1

PURCHASE

- a. GeoSafe agrees to license the following software product(s) (hereinafter referred to as "Software") to the City:
 - i. GeoSafe Mobile 2
 - ii. GeoSafe Server
- b. The City agrees to purchase the following maintenance service(s) from GeoSafe:
 - i. Software Maintenance for GeoSafe Mobile 2
 - ii. Software Maintenance for GeoSafe Server

1.2

TERM AND RENEWAL

- a. The term of this agreement shall commence on the **1st day of July 2010**. The Agreement shall automatically renew on a year to year basis on the 1st day of July, until terminated by one or both of the parties.
- b. Either party may terminate this Agreement with sixty (60) days advanced written notice to the other party.
- c. In the event of the termination of this Agreement, the Software shall be uninstalled, removed, and its use be discontinued immediately by the City.

1.3

PAYMENT

- a. The City shall pay GeoSafe the amount of **\$30,000**, within sixty (60) days of acceptance of this Agreement. This amount covers the first year cost of maintenance service(s) listed in 1.1.b. There will be no initial purchase charge for the Software.
- b. In successive years, GeoSafe shall invoice the City for forthcoming maintenance service(s). The City shall pay GeoSafe the amount of **\$30,000** per year for the first three (3) years, within sixty (60) days of receipt of the invoice. The amount after the first three years will not increase by more than 20% per year.

1.4

INSTALLATION

GeoSafe agrees to let the City install the following:

- a. One (1) installation of the "GeoSafe Server" Software on a City server.
- b. Site-wide installations of "GeoSafe Mobile 2" Client Software on City administered computers.

GeoSafe will install and configure the Server Software on the designated City server. The City will be responsible for the installation of Client Software on City administered computers. GeoSafe will provide guidance and recommendations to the City for the deployment of the Software.

1.5

SYSTEM REQUIREMENTS

To use *GeoSafe Mobile 2* you need:

- A PC with one of the following operating systems
 - Windows XP
 - Windows Vista
 - Windows 7
- 2 GB RAM recommended
- 175 MB of hard disk space
- Microsoft .NET Framework 4.0
- A NIEM-compliant GPS device or a Sierra Wireless 700-series modem
- An Internet connection

To use *GeoSafe Server* you need:

- A PC with one of the following operating systems
 - Windows Server 2003
 - Windows Server 2008
- 4 GB RAM recommended
- 500 MB of hard disk space (minimum)
- Microsoft .NET Framework 4.0
- An Internet connection

1.6

NETWORK REQUIREMENTS

GeoSafe Mobile 2 is designed to work on EDGE (Enhanced Data Rates for GSM Evolution) or faster 3G compatible networks.

The estimated network usage is **1 GB per month per user**.

1.5

CONFLICT OF TERMS

In the event of a conflict of terms, this Agreement shall prevail over all.

1.6

NO SEPARATE LEGAL ENTITY

No separate legal entity of organization shall be deemed created by virtue hereof.

1.7

MULTIPLE COUNTERPARTS

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

1.8

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.

1.9

SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement 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 Agreement.

1.10

OWNERSHIP

GeoSafe and the City both agree that ownership of the Software and all intellectual property rights therein, including copyrights, are owned by and will continue to be owned by GeoSafe, including any improvements to the Software made by or on behalf of the City.

2.1

SUPPORT CONTACT

The City will designate a "Support Contact" person for communicating with GeoSafe.

GeoSafe product support staff shall be available via email (support@geosafecorp.com) for assistance with the Software.

2.2

MAINTENANCE RESPONSIBILITIES

The City agrees to install and use the newest release of the Software sent by GeoSafe.

GeoSafe guarantees that the Software will perform as intended. Errors in the Software will be classified by the following priority levels:

- a. **Level 1** – Software errors that make the product unusable
- b. **Level 2** – Software errors that make the product difficult to use
- c. **Level 3** – Minor software errors

GeoSafe will correct software errors according to their priority level, where Level 1 has the highest priority. GeoSafe shall use reasonable efforts to provide a solution to the software errors at its discretion.

The Support Contact should notify GeoSafe in the event of a software error. The City agrees to use reasonable efforts to assist GeoSafe in its efforts to find reported software errors.

2.3

ADDITIONAL FEATURE REQUESTS / MODIFICATIONS

GeoSafe and the City will agree on additional feature requests and modifications to existing features in the Software on a case-by-case basis. An additional charge may be required for changes to the Software.

2.4

LIMITATIONS ON MAINTENANCE

Modifications to the Software not authorized by GeoSafe are prohibited and are not supported. GeoSafe will not be responsible for hardware malfunctions and errors resulting from hardware malfunctions. GeoSafe will not be responsible for interruptions in network connectivity that limit the ability to use the Software.

2.5

EXTERNAL DATA SOURCES

The Software uses a variety of external data sources beyond the control of GeoSafe. If access to a data source is discontinued, then our ability to support it will also need to end at that time. GeoSafe may also choose to discontinue this support for any other reason.

3.1

GRANT OF LICENSE

GeoSafe grants the City ("you") a non-exclusive, non-transferrable license for the Software, subject to the following restrictions:

- a. **Redistribution of Software.** The Software may only be used on computers specified in Section 1.4. Any other use is prohibited. The Software may not be rented, borrowed, given, or redistributed to any 3rd party.
- b. **License Grant for Documentation.** The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.
- c. **Reservation of Rights and Ownership.** GeoSafe reserves all rights not expressly granted to you in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. GeoSafe or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This Agreement does not grant you any rights to trademarks or service marks of GeoSafe.
- d. **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- e. **Consent to Use Data.** You agree that GeoSafe may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. GeoSafe may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.
- f. **Links to third party sites.** GeoSafe is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. GeoSafe is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by GeoSafe of the third-party site or service.

3.2

LIMITATION ON REMEDY

NO CONSEQUENTIAL OR OTHER DAMAGES. The City is not entitled to any damages, including but not limited to consequential damages, resulting from the use or malfunction of the Software. GeoSafe's and its suppliers' entire liability and your exclusive remedy for any breach of this Agreement or for any other liability relating to the Software shall be, at GeoSafe's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software. You will receive the remedy elected by GeoSafe without charge. GeoSafe is not responsible for failure of the Software that resulted from accident, abuse, misapplication, abnormal use, or a virus.

3.3

TRADEMARK, COPYRIGHT, PATENT, AND OTHER PROPERTY RIGHTS

GeoSafe warrants that it is the sole entity authorized to use and enter into contracts for the use of the Software that is the subject of this contract. Should a lawsuit be initiated against GeoSafe or its representatives on the grounds of any property right infringement, the initiation of which would involve the Software discussed herein, GeoSafe shall notify the City of such lawsuit within ten (10) days of its receipt of the petition. Upon notification of the lawsuit, the City shall have the right to terminate the contract with ten (10) days written notice to GeoSafe.

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

CITY OF NORMAN

Approved as to form and legality this 16 day of June, 2010.



City Attorney

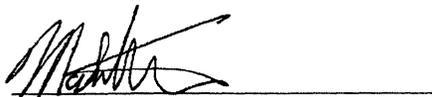
Approved by the City of Norman this _____ day of _____, 2010.

ATTEST:

City Clerk

Mayor

APPROVED by GeoSafe LLC this 16th day of June 2010.



Moshe Gutman
President, GeoSafe



City of Norman, OK

Item 22

Text File

File Number: K-0910-181

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

Introduced: 6/8/2010

Version: 1

Current Status: Consent Item

Matter Type: Contract

Title

CONSIDERATION OF THE RATIFICATION OF THE DECLARATION OF AN EMERGENCY TO REPLACE THE ROOF OF THE TRAFFIC CONTROL FACILITY DESTROYED IN THE MAY 10, 2010, SEVERE STORM AND THE APPROVAL OF CONTRACT NO. K-0910-181 WITH STANDARD ROOFING COMPANY, INC., IN THE AMOUNT OF \$115,000 INCLUDING PERFORMANCE BOND NO. B-0910-74, STATUTORY BOND NO. B-0910-75, MAINTENANCE BOND NO. MB-0910-72, AND PROJECT AGENT RESOLUTION NO. R-0910-133; FINAL ACCEPTANCE OF THE PROJECT; AND AUTHORIZATION FOR PAYMENT OF THE CONTRACT.

Motion to approve or reject ratification of the declaration of an emergency and the subsequent contract and bonds; and, if approved, accept the project and authorize payment to the contractor.

Body

BACKGROUND:

On June 11, 2010, the President of the United States declared the May 10, 2010, storm in Cleveland County as a significant storm event eligible for FEMA assistance. The City of Norman Traffic Control facility received property damage as a result of the storm event. High winds peeled off the roof of the facility down to the concrete deck. The facility is 6,000 square feet and houses the Traffic Control administrative offices including its electronic support systems, i.e., computers, copier, etc.; the Sign Fabrication Shop, which houses the inventory for sign faces, poles, etc., and the work space for fabricating the signs; the signal parts inventory and repair station for traffic signals; and the traffic striping operation and materials/inventory. The master controller for the City's signal network is also housed in this facility. It was extremely important that the roof be replaced quickly to maintain the daily operations and protect current equipment and inventory.

The City of Norman has buildings and contents insurance coverage with Great American Insurance Company for specific City buildings totaling \$57 million, with a per-occurrence deductible of \$5,000. Risk Management staff has been working with the City's insurance adjuster regarding the claim based and has been notified the insurance will reimburse the City the entire replacement cost in the amount of \$115,000 If the event is declared a disaster by the President, the deductible is eligible for reimbursement through the Federal Emergency Management Agency (FEMA). The difference between the replacement cost and insurance reimbursement may be eligible for FEMA reimbursement as well if the difference is reasonable.

DISCUSSION:

Due to the nature of the damage and complete loss of the roof, repair was not an option. Staff

met with a roofing consultant to assess the damage and cost for replacement of the roof and bid specifications were prepared. The construction was estimated by the consultant at \$115,000.

Section 8-203(a)(2) of the Code of the City of Norman exempts from the requirement of Council approval the purchases of emergency supplies, materials, equipment, or contractual services which are necessary to maintain operations and have received prior approval from the City Manager. The City Manager authorized the emergency repairs, a copy of which is attached to this agenda item.

Staff received written quotes from Standard Roofing Company, Inc., in the amount of \$115,000; Crawford Roofing, Inc., in the amount of \$118,460; and Universal Roofing and Sheet Metal, Inc., in the amount of \$122,545. Contract and bond documents with Standard Roofing Company, Inc., were prepared and reviewed by the Legal Department and executed by the Mayor on May 18, 2010. Standard Roofing Company, Inc., was issued a notice-to-proceed and work began on May 20, 2010.

City Council, in its meeting of May 25, 2010, adopted Resolution No. R-0910-122 transferring \$588,669 from various capital completed projects to address HVAC and roofing needs for City of Norman facilities. As a result of that action, \$115,000 was transferred into Project No. EF1002, Building Roofs, Construction (050-9677-419.61-01) and is available for payment of this contract.

The roof was substantially complete on June 7, 2010. Final inspection has been made and the work meets all bid specifications. Upon formal acceptance of the project, the contractor will provide a two year maintenance warranty on the installation and the manufacturer will provide a 20 year warranty on labor and materials. The manufacturer will perform all maintenance and repair required during the warranty period as well as respond to any leakage within 48 hours. Inspections of the roof will be conducted by the manufacturer the second, fifth, tenth, and fifteenth year of the warranty and an executive summary of those findings will be provided to the City.

STAFF RECOMMENDATION:

Staff recommends ratification of the emergency roof replacement for the Traffic Control facility be approved including the execution of Contract No. K-0910-181, Performance Bond No. B-0910-74, Statutory Bond No. B-0910-75, Maintenance Bond No. MB-0910-72, and Project Agent Resolution No. R-0910-133. Staff further recommends the project be accepted, and payment in the amount of \$115,000 to Standard Roofing Company, Inc., be authorized contingent upon receipt of said warranties.



office memorandum

DATE: May 14, 2010
TO: Steve Lewis, City Manager
FROM: Brenda Hall, City Clerk *BH*
Matthew T. Smith, Facilities Maintenance Superintendent
SUBJECT: Emergency Replacement of Traffic Control Facility Roof

The City of Norman Traffic Control facility received property damage as a result of the May 10, 2010, tornadoes. High winds peeled off the roof of the facility down to the concrete deck. Staff met with a roofing consultant to assess the damage and cost for replacement of the roof. The facility is 6,000 square feet and houses the Traffic Control administrative offices including its electronic support systems, i.e., computers, copier, etc.; the Sign Fabrication Shop, which houses the inventory for sign faces, poles, etc., and the work space for fabricating the signs; the signal parts inventory and repair station for traffic signals; and the traffic striping operation and materials/inventory. The master controller for the City's signal network is also housed in this facility. It imperative the roof be replaced quickly to maintain the daily operations and protect current equipment and inventory.

Due to the nature of the damage and complete loss of the roof, repair is not an option. The roof requires total replacement and is estimated by the consultant at \$115,000. Staff has received written quotes from Standard Roofing Company, Inc., in the amount of \$115,000; Crawford Roofing, Inc., in the amount of \$118,460; and Universal Roofing and Sheet Metal, Inc., in the amount of \$122,545. Weather permitting, Standard Roofing Contractors, Inc., can be on site to begin replacement of the roof within a week.

The City of Norman has buildings and contents insurance coverage with Great American Insurance Company for specific City buildings totaling \$37 million, with a per-occurrence deductible of \$5,000. The final insurance reimbursement amount is not yet determined and will be depreciated based on age and pre-storm condition of the roof. Risk Management staff is pursuing a claim based on estimated repair costs. If the event is declared a disaster by the President, the deductible is eligible for reimbursement through the Federal Emergency Management Agency (FEMA). The difference between the replacement cost and insurance reimbursement may be eligible for FEMA reimbursement as well if the difference is reasonable.

Assessment of the roof was conducted on December 4, 2009, and was rated in poor condition at that time and is currently budgeted for replacement in the FYE 2011 Capital Budget. Staff has identified funds from completed projects in the FYE 2010 Capital Budget totaling \$588,669, which were planned to be combined with funds budgeted in the FYE 2011 Capital Budget for the HVAC Replacements Project to replace the HVAC systems in Building B and the Library. Staff recommends funds in the amount of \$115,000 be used to replace the roof and upon reimbursement from the insurance company and FEMA, those funds be placed in the HVAC Replacements Project account to reimburse the upfront costs.

Section 8-204(b)(4) provides an exception to competitive bidding for immediate preservation of peace, health or safety and Section 8-203(a)(2) provides an exception to Council approval for the purchase of emergency supplies, materials, equipment, or contractual services which are necessary to maintain operations. It further stipulates such purchases shall receive prior approval from the City Manager. Pursuing the standards competitive bidding process would delay the replacement of the roof an additional four to six weeks, placing construction somewhere around the first of July.

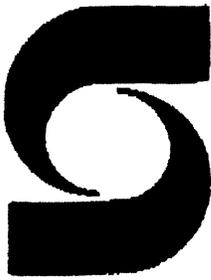
Emergency Roof Repair
Traffic Control
Page 2

Time is very crucial to prevent further damage to the interior of the building from additional rain and/or storm events. Staff recommends contract and bond documents be executed with Standard Roofing Company, Inc., in the amount of \$115,000 and replacement of the roof begin immediately. Action will be ratified on a future Council agenda.

Reviewed by: Anthony Francisco, Finance Director *A. Francisco*
Reviewed by: Linda Price, Revitalization Manager *LP*

Request Approved: *Steve Lewis* Date: 5-14-10
Steve Lewis, City Manager

Request Denied: _____ Date: _____
Steve Lewis, City Manager



STANDARD ROOFING COMPANY, INC.

19 N.W. 16th Street, Oklahoma City, Ok. 73103
P.O. Box 60150, Oklahoma City, Ok. 73146-0150
Phone: (405) 236-8401
Fax: (405) 236-0620

Attn: Matthew
Contractor: City of Norman
Project Location: Norman, Ok.
Project: Norman Traffic Building. Roof replacement project. May 2010
Fax: 292-9701

We propose and agree to furnish all the necessary labor & material, and install, as described herein, the following:

Roofing:

Install Tremco Roof System as per plan and specs dated May 2010.

FOR THE SUM OF: \$109,330.00 (ONE HUNDRED NINE THOUSAND THREE HUNDRED THIRTY DOLLARS AND 00/100)

ALTERNATES & EXCEPTIONS:

1. Install 1/4" tapered in lieu of 1/8" tapered. **Add \$5,670.00**
2. Install 1/2" HD wood fiber in lieu of 1/4" densdeck. Deduct \$1,000.00

\$115,000

TERMS - PAYMENTS ARE TO BE MADE ON ESTIMATES IN THE AMOUNT OF 100% OF WORK IN PLACE TO BE PAID BY THE 15TH OF EACH MONTH AND THE BALANCE OF CONTRACT PRICE WITH EXTRAS UPON COMPLETION OF OUR CONTRACT.
1. This proposal is subject to cancellation by us within ten (10) days after the general contract is awarded, unless it is accepted by both parties before that date and approved by our office.

Accepted _____

_____ 2010
City of Norman, DW

Yours very truly,
STANDARD ROOFING COMPANY, INC.

By *Danny Webb*
Danny Webb, Vice-President

CONTRACT

THIS CONTRACT made and entered into this 18th day of May, 2010, by and between Standard Roofing Company, Inc., as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, on May 10, 2010, multiple tornadoes touched down in Norman's city limits causing damage to multiple structures in Norman; and,

WHEREAS, property owned by the City of Norman was damaged by this storm and repairs covered by this contract are necessary to maintain operations; and

WHEREAS, the City of Norman 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 said bidding documents, and as an act of emergency has obtained quotes from three reputable contractors for all labor and materials for the following project:

**ROOF REPLACEMENT
TRAFFIC CONTROL BUILDING
1317 DA VINCI STREET**

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

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

WHEREAS, the CITY, in the manner provided by law, has 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: One Hundred Fifteen Thousand Dollars (\$115,000.00);

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 Contractor's Bid or Proposal, the Construction Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

- 2) The CONTRACTOR shall submit an invoice and affidavit upon completion and final inspection and approval of the project to the City of Norman.

On completion of the work, but prior to the acceptance thereof by the CITY, 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 CITY.

- 3) It is further agreed that the CONTRACTOR will commence said work within 7 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 14 calendar days following receipt of said NOTICE-TO-PROCEED.
- 4) That the CITY shall pay the CONTRACTOR for the work performed as follows:
 - a. Contractor shall submit an invoice and affidavit upon completion of the work. The invoice shall be paid when work has been approved by Matthew T. Smith, Facilities Maintenance Superintendent/Project Manager, after approval of such action by the City Council of the City of Norman.
 - 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.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

- 5) That the CITY 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 CITY; and that in the event any additional work 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 CITY, the CONTRACTOR shall be compensated therefor at the unit price and 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 CITY 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 therefor by the CITY.

- 9) The CONTRACTOR shall furnish performance, maintenance, and surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the 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 CITY or in any way to restrict the freedom of the CITY 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)

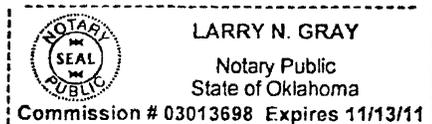
DANNY WEBB, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any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

[Handwritten Signature]

Submitted and sworn to before me this 18th day of May, 2010.

Larry N Gray
Notary Public

My Commission Expires:
11-13-11



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 18th day of MAY, 2010, and the 18th day of MAY, 2010.

(Corporate Seal) (where applicable)

STANDARD ROOFING CO. INC.
Principal

ATTEST:

Jackie Gray
Corporate Secretary (where applicable)

Signed: Danny Webb
Authorized Representative
DANNY WEBB
Title VICE PRESIDENT

Address: 19 NW 16th St

OKC. OK. 73146

Telephone: 405-236-8401

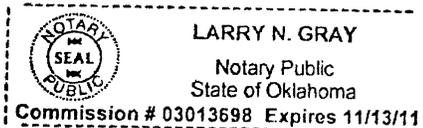
CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 18th day of May, 2010, by Danny Webb V. P. (Name & Title) of Standard Roofing Co., Inc., an Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 18th day of May, 2010.

Larry N Gray
Notary Public



My Commission Expires: 11-13-11

CITY OF NORMAN

Approved as to form and legality this 18th day of May, 2010.
[Signature]
City Attorney

Approved by the City of Norman this 18th day of May, 2010.

ATTEST:

Toranda Hall
City Clerk

[Signature]
Mayor

CONTRACT AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

DANNY WEBB, of lawful age, being first duly sworn, o oath says that (s)he is the Agent authorized by the Firm of STANDARD REFINING CO. INC. to submit the above Contract to the City of Norman, Oklahoma.

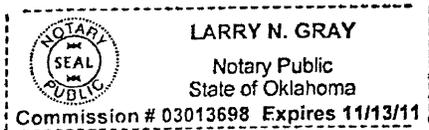
Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Danny Webb
CONTRACTOR

Subscribed and sworn to before me this 18th day of May, 2010.

Larry N. Gray
Notary Public

My Commission Expires: 11-13-11, 2010.



PERFORMANCE BOND

Know all men by these presents, that Standard Roofing Co., Inc. as PRINCIPAL, and The Ohio Casualty Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Hundred Fifteen Thousand and No/100---DOLLARS, (\$115,000.00), 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:

**ROOF REPLACEMENT
TRAFFIC CONTROL BUILDING
1317 DA VINCI STREET**

has entered into a written CONTRACT (K-0910-181) with THE CITY OF NORMAN, dated 5-18-10, 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 said 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 CITY from all loss, damage, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by 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 PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY 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 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), and the 18th day of MAY, 2010, 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 18th day of MAY, 2010.

(Corporate Seal) (where applicable)

Standard Roofing Co., Inc.
Principal

ATTEST

Jackie Gray
Corporate Secretary (where applicable)

Signed: Danny Webb
Authorized Representative
Vice President
Title

Address: 19 N.W. 16th, Oklahoma City, OK 73146
Telephone: 405-236-8401

(Corporate Seal) (where applicable)

The Ohio Casualty Insurance Company
Surety

~~ATTEST:~~

Witness:

Carey Payne
Corporate Secretary (where applicable)

Signed: Patsy A. Payne
Authorized Representative

Patsy A. Payne, Attorney-in-Fact
Title

Address: Box 22127, Oklahoma City, OK 73123
Telephone: 405-843-9481

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)

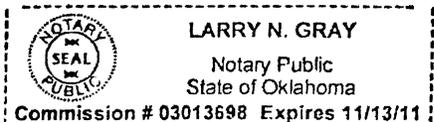
The foregoing instrument was acknowledged before me this 18th day of May, 2010, by Danny Webb V. P. (Name & Title) of Standard Roofing Co., an Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 18th day of May, 2010.

Larry N. Gray
Notary Public

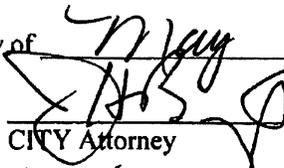
My Commission Expires: 11-13-11

Page 2 of 3
Performance Bond No. B-0910-74



CITY OF NORMAN

Approved as to form and legality this 18th day of May, 2010.


CITY Attorney

Approved by the CITY OF NORMAN this 18th day of May, 2010.

ATTEST:


City Clerk


Mayor

Page 3 of 3
Performance Bond No. B-0910-74

STATUTORY BOND

Bond No. 5078143

Know all men by these presents that Standard Roofing Co., Inc., as PRINCIPAL, and The Ohio Casualty Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Hundred Fifteen Thousand & NO DOLLARS (\$ 115,000.00-----); 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:

**ROOF REPLACEMENT
TRAFFIC CONTROL BUILDING
1317 DA VINCI STREET**

has entered into a written CONTRACT (K-0910-181) with THE CITY OF NORMAN, dated 5-18-10, 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 an 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 and 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 S2, 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 18th day of May, 2010, 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 18th day of May, 2010.

(Corporate Seal) (where applicable)

ATTEST:

Jackie Gray

Standard Roofing Co., Inc.

Principal

Signed:

Danny Webb

The Ohio Casualty Insurance Company

BY: Patsy A. Payne

Patsy A. Payne, Attorney-in-Fact

Witness:

Patsy A. Payne

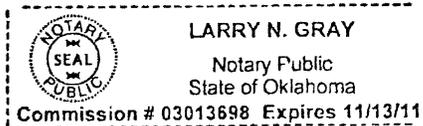
CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 18th day of May, 2010, by Danny Webb V. P. (Name and Title) of Standard Roofing Co. an Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 18th day of May, 2010.

Larry N. Gray
Notary Public



My Commission Expires: 11-13-11

CITY OF NORMAN

Approved as to form and legality this 18th day of May, 2010.

[Signature]
City Attorney

Approved by the CITY OF NORMAN this 18th day of May, 2010.

ATTEST:

Brenda Hall
City Clerk



[Signature]
Mayor

**CITY OF NORMAN
MAINTENANCE BOND**

Know all men by these present that Standard Roofing Co., Inc., as Principal, and The Ohio Casualty Insurance Company, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the CITY OF NORMAN, OKLAHOMA, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Hundred Fifteen Thousand and No/100---DOLLARS (\$115,000.00), 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:

**ROOF REPLACEMENT
TRAFFIC CONTROL BUILDING
1317 DA VINCI STREET**

has entered into a written CONTRACT (K-0910-181) with THE CITY OF NORMAN, dated 5-18-10, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth; and,

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

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

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

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

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the day 18th of May, 2010, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the day of May, 2010.

(Corporate Seal) (where applicable)

Standard Roofing Co., Inc.
Principal

ATTEST: Jackie Gray
Corporate Secretary (where applicable)

Signed: Danny Webb
Authorized Representative
Danny Webb
Title VICE PRESIDENT
Address: 19 N.W. 16, Oklahoma City, OK 73146
Telephone: 405-236-8401

(Corporate Seal) (where applicable)

The Ohio Casualty Insurance Company
Surety

~~WITNESS~~
Witness:
Patsy A. Payne
Corporate Secretary (where applicable)

Signed: Patsy A. Payne
Authorized Representative
Patsy A. Payne, Attorney-in-Fact
Title
Address: Box 22127, Oklahoma Cit, OK 73123
Telephone: 405-843-9481

CORPORATE ACKNOWLEDGMENT

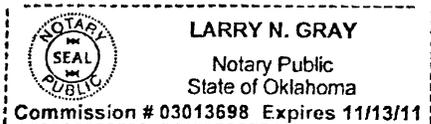
STATE OF OKLAHOMA _____)
COUNTY OF Oklahoma _____)

The foregoing instrument was acknowledged before me this 18th day of May, 2010, by Danny Webb V. P. (Name & Title) of Standard Roofing Co., Inc., an Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 18th day of May, 2010.

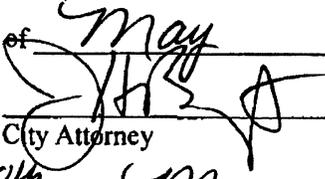
Larry N Gray
Notary Public

My Commission Expires: 11-13-11



CITY OF NORMAN

Approved as to form and legality this 18th day of May, 2010.

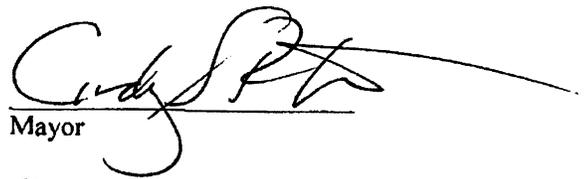

City Attorney

Approved by the CITY OF NORMAN this 18th day of May, 2010.

ATTEST:


City Clerk




Mayor

Page 3 of 3
Maintenance Bond No. MB-0910-72

Resolution

R-0910-133

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING STANDARD ROOFING COMPANY, INC., AS PROJECT AGENT FOR THE TRAFFIC CONTROL FACILITY ROOF REPLACEMENT PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Standard Roofing Company, Inc., for the Traffic Control Facility Roof Replacement Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Standard Roofing Company, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Standard Roofing Company, Inc., to purchase materials which are in fact used for the Traffic Control Facility Roof Replacement Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Standard Roofing Company, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 18th day of May, 2010, did appoint Standard Roofing Company, Inc., who is involved with the Traffic Control Facility Roof Replacement Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Traffic Control Facility Roof Replacement Project.

PASSED AND ADOPTED THIS 18th day of May, 2010.



ATTEST:

Brenda Hall
City Clerk

Cindy J. [Signature]
Mayor









City of Norman, OK

Item 23

Text File

File Number: K-0910-182

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

Introduced: 6/3/2010

Current Status: Consent Item

Version: 2

Matter Type: Contract

Title

CONTRACT NO. K-0910-182: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114F(277)AG, STATE JOB NO. 27794(04) FOR THE CITYWIDE LED AND BATTERY POWER BACK-UP SYSTEM INSTALLATION PROJECT AND ADOPTION OF RESOLUTION NO. R-0910-125.

Motion to approve or reject the contract; and, if approved, adopt the resolution and authorize the execution of the contract and resolution.

Body

BACKGROUND:

The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately \$15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Traffic signal upgrades along federal functionally classified roads are eligible for 100% federal funding. On February 23, 2010, City Council approved resolution R-0910-90 requesting federal funds for the upgrade of 43 signalized intersections in the City of Norman. The project was submitted for consideration and is currently included in the Association of Central Oklahoma Governments' (ACOG) 2010 Regional Transportation Improvement Plan (TIP).

On average, the Traffic Control Division responds to more than 150 calls involving power interruption to signalized intersections every year. In most cases, gridlock results until power is restored, causing tremendous amounts of delay and congestion to the traveling public, while exposing signal technicians and the driving public to the dangers of uncontrolled intersections.

In FYE 2004, the Traffic Control Division began an annual recurring program for the installation of power back-up systems that allow traffic signals to continue operating during power outages (i.e., severe weather). This work has also included the installation of LED signal displays as one of the City's "Green Team" initiatives for energy conservation.

Over the last six years, the work by City crews has been supplemented with several federally funded projects that treated specific corridors (e.g., Main Street, Lindsey Street, Robinson Street and 24th Avenue West). These efforts, along with our local adoption of new standards

for the installation of traffic signals, have provided LED displays and power back-up units at 89 of the 132 traffic signals in the City. This project will replace the traffic signal incandescent bulbs and provide battery power back-up systems at the 43 remaining signalized intersections throughout the City. Although other communities in the metropolitan area are using federal funds to upgrade their signals, this project will allow the City of Norman to be the first local government to complete an LED signal display conversion that includes power back-up units at all its signalized intersections.

The project is included in ACOG's 2011 Transportation Improvement Plan. Bid opening is anticipated in the spring of 2011 with construction starting in May 2011 and completion in July 2011. Completion of the project will also allow the Public Works Department to finish the upgrade of all traffic signals ahead of schedule and at a significant cost savings to the City through the use of federal funds. The estimated construction cost of \$550,000 will be funded with 100% federal funds as a safety improvement project. Construction plans, which have been developed in-house, are currently being reviewed by the Oklahoma Department of Transportation.

DISCUSSION:

One of the conditions outlined in the programming resolution describes the City's willingness to undertake the process for acquisition of right-of-way, relocation of public utilities, and removal of encroachments, when and if applicable. Although there will be no additional right-of-way, utility relocations or encroachment removal associated with this project, the Oklahoma Department of Transportation (ODOT) still requires the execution of a project agreement. For this purpose, ODOT has prepared a Right-of-Way, Public Utility, and Encroachment agreement. We have been asked to approve it with the adoption of a resolution. The agreement addresses the responsibilities of both the City and the Oklahoma Department of Transportation in the unlikely event that such activities may be necessary to complete the project. The City Attorney has reviewed and approved its content.

STAFF RECOMMENDATION:

Staff recommends approval of contract No. K-0910-182 and resolution R-0910-125 with ODOT for the acquisition of right-of-way, relocation of utilities and removal of encroachments associated with the Citywide Traffic Signal Upgrade project.



OKLAHOMA DEPARTMENT OF TRANSPORTATION
200 N.E. 21st Street
Oklahoma City, OK 73105-3204

May 7, 2010

Mr. Angelo Lombardo, Traffic Engineer
City of Norman
P.O. Box 370
Norman, Oklahoma 73070

Subject: STPG-114F(277)AG J/P 27794(04) Cleveland County City of Norman
Upgrade traffic signals to LED at various locations.

Dear City Official:

Enclosed are four copies of the LPA agreement for the above referenced project and one return envelope.

Please have all parties sign the agreements and the city clerk place his/her seal on all four of these documents and return them to our office in the enclosed pre addressed envelope at your earliest convenience.

Should you have any questions or you need help with any of this process, please feel free to contact Kendall Wallace at 405-522-1587 or e-mail at kwallace@odot.org.

Sincerely,

Acquisition Branch
KRW

**RIGHT-OF-WAY, PUBLIC UTILITY
AND ENCROACHMENT AGREEMENT**

This Agreement, made and entered into this ___ day of _____, 20___, by and between the City of Norman, Cleveland, Oklahoma, hereinafter called the City and the Department of Transportation of the State of Oklahoma, hereinafter called the Department,

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

In connection with the location and improvement of a portion of the City Street System within the corporate limits of the City, now designated as upgrade traffic signals to LED at various locations under plans and specifications for STPG-114F(277)AG, Job No. 27794(04).

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official grade and drainage plans of the Underwriter for the streets, boulevards, or arterial highway included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the City and City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way Division, Department of Transportation, State of Oklahoma.

2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.
- (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.
- (c) Prohibit parking on that portion of the project within the corporate limits of the Local Public Agency.
- (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

- (a) Determine and locate, with the Department's approval, a detour route over existing city streets, if a re-routing of traffic or a detour is necessary during the period of construction.
- (b) Be responsible during or subsequent to construction, for all costs for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.
- (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

- (d) To the extent permitted by the **Oklahoma Governmental Tort Claims Act**, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the **Oklahoma Governmental Tort Claims Act**, 51 O.S. § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.
 - e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans
4. That subsequent to the construction of said project, City will:
- (a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

- (b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 OS 2001, Section 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.
 - (c) Regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping, and turns, in accordance with 47 OS 2001, 15-104, et seq. and to make no changes in the provisions thereof without the approval of the Department.
 - (d) Maintain all that part of said project within the corporate limits of the City.
 - (e) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
- 5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.
- 6. That it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.
- 7. To acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project.
 - (a) Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.

- (b) Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- (c) That as a condition to receiving any Federal Financial Assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d-35 seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of federally-assisted Program of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the City agrees to construct said project in accordance with said plans and specifications; provided that the right to review and approve and to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the ___ day of _____, 20__, and the State on the ___ day of _____, 20__.

ATTEST:

CITY OF NORMAN

City Clerk

Mayor

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [Signature] DATE 6-15-10

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Chief, Legal Division (ODOT)

Director

RESOLUTION

WHEREAS, it appearing reasonable and necessary for the CITY OF NORMAN , CLEVELAND COUNTY, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as STPG-114F(277)AG J/P 27794(04), in accordance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

NOW, THEREFORE, BE IT RESOLVED by the CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY R. B. [Signature] DATE 6-1-70



City of Norman, OK

Item 24

Text File

File Number: K-0910-183

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

Introduced: 6/7/2010

Version: 1

Current Status: Consent Item

Matter Type: Contract

Title

CONTRACT NO. K-0910-183: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114B(201)AG, STATE JOB NO. 24286(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF 36TH AVENUE NW AND ROCK CREEK ROAD AND ADOPTION OF RESOLUTION NO. R-0910-126.

Motion to approve or reject the contract; and, if approved, adopt the resolution and authorize the execution of the contract and resolution.

Body

BACKGROUND:

The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately \$15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Installation of new traffic signals along federal functionally classified roads is eligible for 100% federal funding. On August 25, 2009, City Council approved resolution R-0910-42 requesting federal funds for the construction of a new traffic signal at this intersection. The project was submitted for consideration and is currently included in the Association of Central Oklahoma Governments' (ACOG) 2010 Regional Transportation Improvement Plan (TIP).

Staff has been monitoring this intersection for several years. The most recent study, conducted in October of 2009, showed that traffic volumes have finally reached the level required for installation of a new traffic signal.

DISCUSSION:

The Oklahoma Department of Transportation (ODOT) requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract (see attached copy of the letter). The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. The execution of three original documents is required. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney.

Final construction plans have already been submitted to ODOT and the bid opening scheduled

for July 22, 2010. Construction is anticipated to begin in November of 2010 with the new signal becoming operational in the spring of 2011, in time for the opening of the Rock Creek Road bridge over Interstate 35 project..

Since this project is eligible for safety funds, 100% of the estimated \$170,000 construction cost will be funded using federal-aid monies.

STAFF RECOMMENDATION:

Staff recommends approval of contract No. K-0910-183 and resolution No. R-0910-126 for the installation of a new traffic signal at the intersection of 36th Avenue NW and Rock Creek Road.



OKLAHOMA DEPARTMENT OF TRANSPORTATION

**200 N. E. 21st Street
Oklahoma City, OK 73105-3204**

May 13, 2010

Mr. Shawn O'Leary, Dir. Of Public Works
City of Norman
PO Box 370
Norman, Oklahoma 73070

Dear Mr. O'Leary:

Re: Project No.: STP-114G(201)AG
State Job No.: 24286(04)
City: Norman
Description: Traffic Signal
Location: Intersection of Rock Creek Road and 36th Ave NW

We are transmitting three (3) copies of the project agreement for the referenced project. Please arrange for the execution of this agreement by the appropriate City officials and return all copies to this office for further processing. One copy will be returned to you after I obtain ODOT signatures.

The estimated cost of this project is provided in the table below.

	Estimated Cost	Federal STP Share	Local Share
Participating Items	\$170,000	\$170,000	\$0
Non-Participating	\$0	\$0	\$0
Total	\$170,000	\$170,000	\$0

** Includes an estimated 6% for construction inspection, supervision, and contingencies

If I can provide additional information, please contact me at 521-2314.

Sincerely,

Rosemarie Case, P.E.
Area Engineer
Local Government Division

STPG-1146^B(201)AG

24286(04)

PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

Whereas, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

Whereas, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

Whereas, the CITY has been identified as the beneficiary of such a federally funded project; and,

Whereas, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

Whereas, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

Whereas, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

Whereas, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent jurisdiction.

Whereas, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

STPG-114~~6~~⁵(201)AG

24286(04)

Now therefore, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STPG-114~~6~~⁵(201)AG, State Job Number 24286(04) and which consist of actual improvements as follows:

Traffic Signal

Intersection of Rock Creek Road and 36th Ave NW in the city of Norman.

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 1999 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate ARight-of-Way, Public Utility and Encroachment Agreement@ which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.
5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.

STPG-114^B~~8~~(201)AG

24286(04)

6. The CITY certifies that the project design plans comply , and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.
7. The parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.
8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by Agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:
 - A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 1991 Section 15-

STPG-114^B~~6~~(201)AG

24286(04)

104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:

- (1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
 - (2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:
 - (a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
- B. Subject to Agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.
- C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

STPG-114^B(201)AG

24286(04)

- insure proper drainage for road surfaces constructed under the terms of this Agreement.
- D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
 - E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.
 - F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.
 - G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.
10. The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:
- A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
 - B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
 - C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.

STPG-114^B~~6~~(201)AG

24286(04)

- D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
 - E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.
 - F. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:
 - (1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - (2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
11. The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. ' 252.42, U.S.C. '2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."

STPG-114⁶(201)AG

24286(04)

13. The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.
14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 ' 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgements which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
15. Based on an estimated total construction cost of \$170,000.00 the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 100% of the participating project costs (estimated at \$170,000.00). The City agrees that local funds shall be used to provide 0% of the participating project costs (estimated at \$0.00) and 100% of the non-participating project costs (estimated currently at \$0.00).
16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.
17. It is understood by the CITY that no State funds are to be utilized in any phase or

STPG-114^B~~6~~(201)AG

24286(04)

- aspect of this project. Only CITY and Federal funds are to be utilized.
18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.
 19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and Agreement by the CITY, the DEPARTMENT shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.
 20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.
 21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a

STPG-114²~~6~~(201)AG

24286(04)

satisfactory condition of maintenance.

22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:
 - A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
 - D. The Secretary determines that such termination is in the best interest of the State.

STPG-1146^B(201)AG

24286(04)

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

APPROVED AS TO FORM AND LEGALITY

R. B. Meier
City Attorney

CITY OF NORMAN

Mayor

ATTEST:

City Clerk (Seal)

APPROVED AS TO FORM AND LEGALITY

General Counsel

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Deputy Director



City of Norman, OK

Item 25

Text File

File Number: K-0910-184

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

Introduced: 6/3/2010

Version: 2

Current Status: Consent Item

Matter Type: Contract

Title

CONTRACT NO. K-0910-184: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114B(262)AG, STATE JOB NO. 26917(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF TECUMSEH ROAD AND HEALTHPLEX PARKWAY / JOURNEY PARKWAY AND ADOPTION OF RESOLUTION NO. R-0910-127.

Motion to approve or reject the contract; and, if approved, adopt the resolution and authorize the execution of the contract and resolution.

Body

BACKGROUND:

The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately \$15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Installation of new traffic signals along federal functionally classified roads is eligible for 100% federal funding. On August 25, 2009, City Council approved resolution R-0910-41 requesting federal funds for the construction of a new traffic signal at this intersection. The project was submitted to the Association of Central Oklahoma Governments (ACOG) with a request to amend the Federal Fiscal Year 2010 Element of the Regional Transportation Improvement Plan (TIP). This request was approved in January of 2010 by both the Intermodal Technical and Policy Committees of ACOG.

The need to signalize this intersection was established several years ago through a number of traffic impact studies submitted by several developers in the area. With the completion of the new Norman Regional Hospital West Campus, traffic volumes have finally reach levels that meet the requirements for signalized control.

DISCUSSION:

The Oklahoma Department of Transportation (ODOT) requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract (see attached copy of the letter). The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. The execution of three original documents is required. Both the resolution and agreement have been reviewed by staff and approved by the

City Attorney.

Final construction plans have already been submitted to ODOT and the bid opening scheduled for August 19, 2010. Construction is anticipated to begin in December of 2010 with the new signal becoming operational in the spring of 2011.

Since this project is eligible for safety funds, 100% of the estimated \$150,000 construction cost will be funded using federal-aid monies.

Staff's ability to secure 100% federal safety funds for this project will allow the City to reimburse some of the traffic impact fees collected from some of the developers in the area. The exact amount will be established once ODOT completes their final audit of the various signalization projects along West Tecumseh Road.

STAFF RECOMMENDATION:

Staff recommends approval of contract No. K-0910-184 and resolution No. R-0910-127 for the installation of a new traffic signal at the intersection of Tecumseh Road and Healthplex Parkway / Journey Parkway.



OKLAHOMA DEPARTMENT OF TRANSPORTATION
 200 N. E. 21st Street
 Oklahoma City, OK 73105-3204

May 13, 2010

Mr. Shawn O'Leary, Dir. Of Public Works
 City of Norman
 PO Box 370
 Norman, Oklahoma 73070

Dear Mr. O'Leary:

Re: Project No.: STP-114G(262)AG
 State Job No.: 26917(04)
 City: Norman
 Description: Traffic Signal
 Location: Intersection of Tecumseh Road and Journey Parkway/Norman Regional Parkway

We are transmitting three (3) copies of the project agreement for the referenced project. Please arrange for the execution of this agreement by the appropriate City officials and return all copies to this office for further processing. One copy will be returned to you after I obtain ODOT signatures.

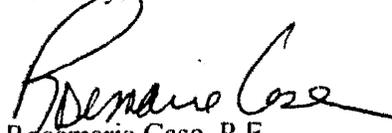
The estimated cost of this project is provided in the table below.

	Estimated Cost	Federal STP Share	Local Share
Participating Items	\$150,000	\$150,000	\$0
Non-Participating	\$0	\$0	\$0
Total	\$150,000	\$150,000	\$0

** Includes an estimated 6% for construction inspection, supervision, and contingencies

If I can provide additional information, please contact me at 521-2314.

Sincerely,


 Rosemarie Case, P.E.
 Area Engineer
 Local Government Division

STPG-114^B(262)AG

26917(04)

PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

Whereas, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

Whereas, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

Whereas, the CITY has been identified as the beneficiary of such a federally funded project; and,

Whereas, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

Whereas, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

Whereas, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

Whereas, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent jurisdiction.

Whereas, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

^B
STPG-114~~G~~(262)AG

26917(04)

Now therefore, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STPG-114^B~~G~~(262)AG, State Job Number 26917(04) and which consist of actual improvements as follows:

Traffic Signal

Intersection of Tecumseh Road and Journey Parkway/ Norman Regional Parkway in the city of Norman.

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 1999 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.
5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's complete

STPG-114^B~~8~~(262)AG

26917(04)

satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.

6. The CITY certifies that the project design plans comply , and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.
7. The parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.
8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by Agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:

^B
STPG-114~~6~~(262)AG

26917(04)

- A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:
- (1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
 - (2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:
 - (a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
- B. Subject to Agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.

^B
STPG-1146(262)AG

26917(04)

- C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.
 - D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
 - E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.
 - F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.
 - G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.
10. The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:
- A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
 - B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
 - C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered,

STPG-114^B(262)AG

26917(04)

removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.

- D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
 - E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.
 - F. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:
 - (1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - (2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
11. The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
 12. The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."
 13. The CITY agrees that it will, by resolution, duly authorize the execution of this

B
STPG-114G(262)AG

26917(04)

Agreement by the proper officials, and attach copies of such resolution to this Agreement.

14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgements which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
15. Based on an estimated total construction cost of \$150,000.00 the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 100% of the participating project costs (estimated at \$150,000.00). The City agrees that local funds shall be used to provide 0% of the participating project costs (estimated at \$0.00) and 100% of the non-participating project costs (estimated currently at \$0.00).
16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.
17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.

STPG-114^B(262)AG

26917(04)

18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.
19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and Agreement by the CITY, the DEPARTMENT shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.
20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.
21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

STPG-114^B(262)AG

26917(04)

22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:
- A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
 - D. The Secretary determines that such termination is in the best interest of the State.

STPG-114²~~6~~(262)AG

26917(04)

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

APPROVED AS TO FORM AND LEGALITY

[Signature]
City Attorney

CITY OF NORMAN

Mayor

ATTEST:

City Clerk (Seal)

APPROVED AS TO FORM AND LEGALITY

General Counsel

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Deputy Director

RESOLUTION NO. R-0910-127

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STP-114⁶(262)AG, State Job Number 26917(04), by and between the City of Norman and the Oklahoma Department of Transportation; ^{AA-L}

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, _____.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk

Approved as to form and legality this 15th day of June 2010

R. B. Mue
City Attorney



City of Norman, OK

Item 26

Text File

File Number: K-0910-187

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

Introduced: 6/3/2010

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-0910-187: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114B(262)AG, STATE JOB NO. 26917(04) FOR THE ACQUISITION OF RIGHT-OF-WAY, RELOCATION OF UTILITIES AND REMOVAL OF ENCROACHMENTS ASSOCIATED WITH THE TECUMSEH ROAD AND HEALTHPLEX PARKWAY/JOURNEY PARKWAY TRAFFIC SIGNALIZATION PROJECT AND ADOPTION OF RESOLUTION NO. R-0910-132

Motion to approve or reject the contract; and, if approved, adopt the resolution, and authorize the execution of the contract and resolution.

Body

BACKGROUND:

The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately \$15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

New traffic signals along federal functionally classified roads are eligible for 100% federal funding. On February 23, 2010, City Council approved resolution R-0910-41 requesting federal funds to install a new traffic signal at the intersection of Tecumseh Road and Healthplex Parkway / Journey Parkway. The project was submitted to the Association of Central Oklahoma Governments (ACOG) with a request to amend the Federal Fiscal Year 2010 Element of the Regional Transportation Improvement Plan (TIP). This request was approved in January of 2010 by both the Intermodal Technical and Policy Committees of ACOG.

The need to signalize this intersection was established several years ago through a number of traffic impact studies submitted by several developers in the area. With the completion of the new Norman Regional Hospital West Campus, traffic volumes have finally reach levels that meet the requirements for signalized control.

DISCUSSION:

One of the conditions outlined in the programming resolution describes the City's willingness to undertake the process for acquisition of right-of-way, relocation of public utilities, and removal of encroachments, when and if applicable. Although there will be no additional right-of-way, utility relocations or encroachment removal associated with this project, the Oklahoma Department of Transportation (ODOT) still requires the execution of a project

agreement. For this purpose, ODOT has prepared a Right-of-Way, Public Utility, and Encroachment agreement. We have been asked to approve it with the adoption of a resolution. The agreement addresses the responsibilities of both the City and the Oklahoma Department of Transportation in the unlikely event that such activities may be necessary to complete the project. The City Attorney has reviewed and approved its content.

STAFF RECOMMENDATION:

Staff recommends approval of contract No. K-0910-187 and resolution R-0910-132 with ODOT for the acquisition of right-of-way, relocation of utilities and removal of encroachments associated with the Tecumseh Road And Healthplex Parkway/Journey Parkway Traffic Signalization Project.

**RIGHT-OF-WAY, PUBLIC UTILITY
AND ENCROACHMENT AGREEMENT**

This Agreement, made and entered into this ___ day of _____, 20___, by and between the City of Norman, Cleveland County, Oklahoma, hereinafter called the City and the Department of Transportation of the State of Oklahoma, hereinafter called the Department,

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

In connection with the location and improvement of a portion of the City Street System within the corporate limits of the City, now designated as new traffic signal at the intersection of Tecumseh Road and Healthplex / Journey Parkway under plans and specifications for , STP-114B(262)AG, Job No. 26917(04).

KAL
STPG

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official grade and drainage plans of the Underwriter for the streets, boulevards, or arterial highway included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the City and City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way Division, Department of Transportation, State of Oklahoma.

2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.
 - (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.
 - (c) Prohibit parking on that portion of the project within the corporate limits of the Local Public Agency.
 - (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
 - (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:
 - (a) Determine and locate, with the Department's approval, a detour route over existing city streets, if a re-routing of traffic or a detour is necessary during the period of construction.
 - (b) Be responsible during or subsequent to construction, for all costs for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.
 - (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

- (d) To the extent permitted by the **Oklahoma Governmental Tort Claims Act**, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the **Oklahoma Governmental Tort Claims Act**, 51 O.S. § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.
- e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans
4. That subsequent to the construction of said project, City will:
- (a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

- (b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 OS 2001, Section 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.
 - (c) Regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping, and turns, in accordance with 47 OS 2001, 15-104, et seq. and to make no changes in the provisions thereof without the approval of the Department.
 - (d) Maintain all that part of said project within the corporate limits of the City.
 - (e) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.
 6. That it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.
 7. To acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project.
- (a) Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.

- (b) Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- (c) That as a condition to receiving any Federal Financial Assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d-35 seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of federally-assisted Program of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the City agrees to construct said project in accordance with said plans and specifications; provided that the right to review and approve and to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the ___ day of _____, 20__, and the State on the ___ day of _____, 20__.

ATTEST:

CITY OF NORMAN

City Clerk

Mayor

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY R. B. Neal DATE 6-15-10

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Chief, Legal Division (ODOT)

Director

RESOLUTION R-0910-132

WHEREAS, it appearing reasonable and necessary for the CITY OF NORMAN , CLEVELAND COUNTY, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as ~~STP-114B(262)AG~~ ^{STPG} J/P 26917(04), in accordance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

AAAL

NOW, THEREFORE, BE IT RESOLVED by the CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY B. C. C. DATE 6-15-10



City of Norman, OK

Item 27

Text File

File Number: K-0910-185A

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

Introduced: 6/10/2010

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-0910-185: CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS IN AN AMOUNT NOT-TO-EXCEED \$231,431 FOR PHASE II OF THE 2008 CANADIAN RIVER WASTELOAD ALLOCATION STUDY AND BUDGET APPROPRIATION.

Acting as the Norman Utilities Authority, motion to approve or reject the contract; and, if approved, authorize the execution thereof.

Body

BACKGROUND:

In 1972, Congress passed the Clean Water Act (CWA), which authorized the Environmental Protection Agency (EPA) to begin removal of pollution from receiving waters of the United States. Subsequent EPA regulations promulgated under the CWA required that all receiving waters (rivers, streams, etc.) be assigned water quality designations: Industrial, Drinking Water, Full Body Contact, etc. Until recently, the Canadian River from Minco, to approximately Wayne, OK, has been designated Habitat Limited. Fortunately, due to ongoing efforts of many individuals, groups, organizations, companies, cities and towns in cleaning up the river, it was recently upgraded to a designation of Warm Water Fishery (WWF). This is an improved water quality designation to sustain an enhanced habitat.

The WWF designation requires that a more stringent (higher) dissolved oxygen (DO) level must be maintained in the river to sustain the appropriate habitation. Every entity, including the Norman Utilities Authority (NUA), which discharges to the river must meet the higher standard. Our discharge is governed by our Oklahoma Department of Environmental Quality (ODEQ) issued Oklahoma Pollution Discharge Elimination System (OPDES) permit. To obtain or renew said permit in the future, our discharge must reflect the new water quality chemistry and flows associated with the new designation. Therefore, the ODEQ requested a new sampling and modeling study of the receiving stream characteristics.

The NUA approved Contract No. K-0809-57 with the Association of Central Oklahoma Governments (ACOG) on September 23, 2008. Work began October 27, 2008. Deliverables of Phase 1 were (1) Desktop modeling of the receiving stream and (2) a Quality Assurance Project Plan (QAPP) for conduct of Phase 2, which QAPP was approved by EPA on March 25, 2010.

Deliverables of Phase 2 will be a determination first, of the Total Maximum Daily Load (TMDL) to this segment of the river. That value is a range of contaminants which may be safely discharged by numerous entities at differing locations, and assimilated by the river, while continuing to sustain appropriate habitat. From the established TMDL, and potential discharge

rates of the various entities, a mutually agreeable and approved Waste Load Allocation (WLA) will be determined. This is the actual volume or mass of any particular contaminant that an entity may discharge. That is, an allocation of total available capacity (or load) on the river amongst the cumulative dischargers.

DISCUSSION:

A mutual approach among a consortium of entities to study the receiving waters (river) has at least two (2) advantages: First, shared costs which economically benefit all entities; second, a global analysis of the entire basin disregards political boundaries that divide the river into inconsistent parts. ACOG has offered to coordinate the study of the river segment to define the TMDL and WLA among those entities which desire to share costs of the required sampling and modeling. Staff desires to enter into a one year contract for these project management services with ACOG, which will then contract with a pre-approved sub-consultant.

The Phase 2 price proposal to ACOG from C. H. Guernsey & Company (Attachment 1 to Phase 2 contract) is valued at \$721,519, with Normans share equaling \$231,431, or 32.08%. Slight discrepancy is due to rounding of complex formula relating proportional flows of multiple entities. Thus, our share is a not to exceed value in the contract.

The Fiscal Year Ending 2010 design budget for WWTP Canadian River TMDL (Project No. WW0044), is \$218,000. The proposed Fiscal Year Ending 2011 (FYE11) budget includes an additional \$50,000, which funding was proposed in anticipation of this contract. However, in order to begin work on July 1, 2010, staff recommends appropriation of those funds and approval of the contract now. That is, we recommend supplemental appropriation of \$50,000 from the Wastewater Fund Balance, per recommendation No. 2 below, and a comparable decrease of \$50,000 in the proposed FYE11 Capital Budget.

STAFF RECOMMENDATION:

1. Recommend the NUA appropriate supplementary funds in the amount of \$50,000 from the Wastewater Fund Balance (Account No. 032-0000-253.00-00) to WWTP Canadian River TMDL (Account No. 32-9911-432.62.01, Project No. WW0044).
2. Recommend the NUA authorize the Chairman to sign Contract K-0910-185, in an amount not to exceed \$231,431.00 with the Association of Central Oklahoma Governments.



C. H. GUERNSEY & COMPANY
Engineers • Architects • Consultants

April 15, 2010

VIA E-MAIL ONLY

Mr. John Harrington
Association of Central Oklahoma Governments
21. E. Main Street, Suite 100
Oklahoma City, OK 73104-2405
405.234.2264
jharrington@acogok.org

RE: 2nd Revision, Phase 2 Scope of Services/Fee Proposal for
Canadian River Wasteload Allocation Study

Dear John:

This letter provides a second revised scope of services and cost estimate for the referenced subject. Additionally, accompanying this letter, are C.H. Guernsey & Company's (GUERNSEY's) responses to the Association of Central Oklahoma Governments' (ACOG's) letter of March 24, 2010 regarding GUERNSEY's original March 1, 2010 proposal.

Our proposed/revised effort is based on the Quality Assurance Project Plan (QAPP) dated December 11, 2009. Since the submittal of our original proposal on March 1, 2010, the U.S. Environmental Protection Agency Region 6 (USEPA-6) approved the QAPP on March 9, 2010. The QAPP is now an official document that directs and guides the wasteload allocation study (WLAS).

Input into the Phase 2 proposal is also in response to the February 16, 2010 meeting held at the ACOG offices. This meeting included ACOG representatives, the Canadian River Project Group (CRPG), and GUERNSEY and our project partner FTN Associates Ltd (FTN) (herein referenced as the GUERNSEY Team). That meeting addressed the previously referenced QAPP and the ultimate approval of the CRPG to move forward with the Phase 2 proposal. The revised information presented below reflects the GUERNSEY Team's understanding of the needs and expectations of ACOG and the CRPG.

APRIL 10, 2010
Page 2

On April 7, 2010, GUERNSEY submitted a first revision of the Phase 2 proposal and responses to ACOG/CRPG comments on the April 7, 2010 proposal. Upon receipt of that submittal, ACOG scheduled a meeting to discuss the comment responses and the revised proposal. A meeting took place on Wednesday, April 14, 2010, at ACOG offices, to discuss the revised/new information. Those entities represented included:

- ACOG
- City of Oklahoma City
- City of Mustang
- City of Norman
- City of Moore
- City of Purcell
- City of Newcastle
- Oklahoma Department of Environmental Quality (ODEQ)

The discussion was very constructive and ultimately resulted in only one change to the scope of services (Task 11 reference regarding one iteration). There was extensive conversation about review comments and the need to address multiple successive sets of comments (several iterations). All agreed to be very focused on and attentive to the review process and to be as efficient and effective as possible.

BACKGROUND

The GUERNSEY Team has completed the Phase 1 study and report, and the QAPP.

ACOG continues to coordinate the wasteload allocation (WLA) activities with a consortium of communities/entities that discharge into the Canadian River that includes:

- Union City
- Minco
- Tuttle
- Mustang
- Newcastle
- Oklahoma City
- Moore
- Norman
- Noble
- Purcell
- Lexington
- Lexington Department of Corrections
- Chickasaw Nation/Riverwind Casino

REVISED PHASE 2 SCOPE OF SERVICES

GUERNSEY has previously provided a Phase 2 scope of services and cost estimates in March and June 2008 and June 2009. The June 2009 submittal was addressed to provide ACOG with an

April 10, 2010
Page 3

idea of Phase 2 scope and cost after preliminary QAPP development in early 2009. A subsequent updated proposal was provided on April 7, 2010.

GUERNSEY has developed a comprehensive approach to perform Phase 2 of the project. Phase 2 represents the sampling and modeling portion of the overall study. The scope of services for Phase 2 is based on findings from Phase 1 and development of the QAPP; coordinated communication with ACOG, ODEQ, and the CRPG; and the original Request for Proposals (RFP) for this project. Phase 2 is an important component of the overall project and will result in the definition of proposed effluent limitations for the CRPG members. The specific tasks to be addressed for the basic services are as follows.

Task 1: Pre-planning, Coordination and Kick-off Meeting

The commencement of Phase 2 will require focused internal dialogue and external coordination with ACOG, ODEQ, the CRPG and others to establish the baseline for Phase 2 performance. Upon Notice-to-Proceed (NTP), GUERNSEY Team members will meet internally to review/initiate the scope of work/services, establish specific protocols/procedures to perform Phase 2 activities, determine and assign roles, and identify any applicable data needed prior to meeting with ACOG and the CRPG. Additionally, we will address coordination activities with ACOG and the CRPG to schedule the Phase 2 kick-off meeting and develop a meeting agenda.

GUERNSEY will schedule and meet with ACOG, CRPG, and ODEQ to address project requirements, expectations, schedule, scope, budget, and communication networks. This meeting is also intended to identify any concerns and gather available data from ACOG, ODEQ, USEPA-6, and the CRPG. GUERNSEY will prepare minutes for the meeting.

Task 2: Address Sampling Site Access and Contact Public Officials

As a change from our March 1, 2010 submittal, the timing and execution of the "dress rehearsal" has been moved to be a part of Task 3. This change has resulted in a significant cost savings.

First and foremost, regarding obtaining access to difficult sites and getting concurrence with landowners to allow us to enter their property, ACOG has indicated that it will not be able to address the completion of the access activities/requirements that were initiated in the winter/spring of 2009. Obtaining access approval will require focused dedication and some after-hours and weekend work. Contacts will be attempted by phone and in some cases will require on-site visits. In addition, The GUERNSEY Team will also now have to contact all public officials, prior to conducting the sampling activities, explaining that our crews will be in the field and defining our operations. Contacts will include:

- City managers or designated CRPG members
- Other identified officials (police chiefs, etc.), county officials (commissioners, sheriffs, etc.)
- Wastewater treatment personnel (to get access to wastewater facilities/discharges, etc.)

Attached is a chart prepared by John Harrington that reflects the work ACOG accomplished during Phase 1. All landowners will have to be either re-contacted or contacted for the first

Page 4

time. *If some landowners require written agreements, the GUERNSEY Team assumes that ACOG will negotiate and develop these agreements.* If some landowners cannot be contacted or do not allow access to their property, the affected sampling site(s) may not be included in the field studies and alternates will be identified.

Task 3: Conduct Preliminary Field Reconnaissance and First Field Study

The field reconnaissance is actually designed as a "dress rehearsal" for the sampling activities. This is a complicated and complex sampling exercise (80 miles of river and 50+ multifaceted sampling points), and will require knowledge, familiarity, discipline, and focus.

Accomplishment of the actual field reconnaissance will include addressing various activities with field crews/sampling personnel including geographic familiarity, site verification, QAPP requirements, etc. This reconnaissance will help our field crews conduct the field studies consistently, efficiently, and effectively so there are no glitches in the actual field data collection activities. *This reconnaissance is to be scheduled one day prior to the first field study so that we can address any unforeseen issues.*

Activities to be undertaken in the field reconnaissance will include:

- Clarify and verify access points to the river and selected tributaries
- Address logistics regarding sampling activities (free flowing, unobstructed water)
- Orient sampling personnel regarding requirements and programmatic issues
- Address safety and health requirements/issues

Completion of this task will be very beneficial in gaining confidence and familiarity with river conditions and moving forward with the actual field sampling. The sampling activities will be accomplished by five two-person crews assigned to geographic regions and overseen by Logistics and Quality Assurance/Quality Control (QA/QC) Coordinators.

The first field study will be conducted during low stream flows and high temperatures as agreed upon with ACOG, CRPG, and ODEQ, and as identified in the QAPP. We propose to conduct the field study over a period of six days in July 2010, hydro-meteorological conditions permitting. The field study will cover the Canadian River from near the US Highway 81 Bridge at Union City, to the confluence with Buckhead Creek near Wayne. The field study will also include collection of data that is necessary to extend the water quality model into the four tributaries that receive effluent from Minco (Buggy Creek), Oklahoma City (unnamed tributary), Moore (unnamed tributary), and Newcastle (Pond Creek). The need to extend the model into these four tributaries (but not other tributaries) was established from the desktop modeling in Phase 1.

A general scope for collecting each type of field data is described below. Details for the field data collection are presented in the QAPP. *Several tables developed for the QAPP, for the sampling activities, are attached for further clarification. These tables are very important and vital to a successful sampling event.*

Field Data for Point Source Discharges

Field data will be collected for nine point source discharges (Minco, Mustang, Oklahoma City, Moore, Newcastle, Norman, Noble, Purcell, and Lexington). Point source data will be collected on the second day of the field study and then repeated on the third day of the field study.

It is our understanding that seven of these point sources (all but Minco and Lexington) have totalizing flow meters to measure total effluent flow each day. For these seven point source discharges, we will work with those entities to request that they provide effluent flow data during the field survey. We will request hourly flow data if possible, or at least daily flow data. ***If a permittee is not able to provide effluent flow data during the field survey, we will measure effluent flows as indicated in the QAPP. Our cost estimate includes some time for measuring effluent flows if flow data cannot be provided by the municipality.***

For each point source discharge, we will measure in situ parameters (temperature, conductivity, DO, and pH) and collect grab samples for laboratory analyses as indicated in the QAPP. Permittees will be asked to collect multiple grab samples over a period of time specified in the QAPP (e.g., six hours), but if a permittee is not able to do that, then we will collect grab samples as indicated in the QAPP. ***For each point source, the laboratory will mix (composite) the multiple grab samples for each day to reduce analytical costs.*** The parameters for which the samples will be analyzed are as follows:

- Carbonaceous biochemical oxygen demand (CBOD) 20-day time series
- Total Kjeldahl nitrogen (TKN)
- Ammonia nitrogen
- Nitrate + nitrite nitrogen
- Total suspended solids (TSS)
- Volatile suspended solids (VSS)
- Total phosphorus
- Ortho phosphorus
- Chlorophyll *a*

Note: As documented in the QAPP, the ODEQ will perform lab analysis of all parameters except CBOD and chlorophyll *a*. Therefore, the GUERNSEY Team's scope of study and budget include obtaining only CBOD and chlorophyll *a* test results from the subcontracted laboratory. Additionally, we have included time to transport samples from the field to the ODEQ lab and time to prepare and ship the BOD and chlorophyll *a* samples via overnight delivery to the subcontract laboratory in Little Rock, Arkansas.

Collect Field Data for Ambient Inflows and Tributaries

Field data will be collected at various tributary sites, as well as the Canadian River upstream of the tributary that receives the Union City discharge. Data at these sites will be collected as indicated in the QAPP.

Page 6

Collect Field Data for Sampling Sites on the Canadian River

Water quality samples and in situ data will be collected along the Canadian River as indicated in the QAPP. Each sample will be analyzed for the same parameters as listed above for the point source discharges.

Perform Flow Measurements in the Canadian River

Flow measurements will be conducted in the Canadian River near the upstream end of the study area (near the US Highway 81 Bridge) and near each of the three USGS gages that currently report real time flow data for the Canadian River (near Mustang, at Norman, and at Purcell). Flows will be measured at these four sites as indicated in the QAPP. Flow data at these sites will be used to develop a flow balance for the river and estimate any flow losses to subsurface infiltration or flow additions from seepage.

Conduct Dye Studies to Measure Time of Travel (Velocity)

Dye studies will be conducted to determine average velocities in the river. We will conduct dye studies in the river and the four tributaries being simulated in this project as indicated in the QAPP. For each dye study, a slug of Rhodamine WT fluorescent dye will be introduced to the stream after being diluted with ambient water (to keep the dye from sinking to the bottom of the river). The quantity of dye needed will be determined from calculations that have been used for many years as well as experience from numerous previous dye studies. We will minimize visibility of the dye to the public by using only the amount of dye that is necessary.

We will coordinate with ODEQ and other public officials to obtain permission for the dye studies and to inform them of the locations and dates of the dye studies. ***The GUERNSEY Team will notify the local community, county, law enforcement officials, and any other entity required of the impending studies, to address concerns regarding the activities being conducted in the river and tributaries.*** As the dye moves downstream, continuous monitors equipped with Rhodamine sensors will be deployed to measure dye concentrations over time at fixed locations. These are the same continuous monitors that will be measuring in situ parameters (temperature, conductivity, DO, and pH).

Deploy Continuous In Situ Monitors

Continuous in-situ monitors will be deployed to measure and record temperature, conductivity, DO, and pH as specified in the QAPP.

Perform Light / Dark Bottle Measurements

We will conduct light/dark bottle measurements as indicated in the QAPP. At each location, multiple bottles will be deployed to measure changes in DO with and without algal photosynthesis. It is anticipated that each set of bottles will be deployed in the river for no more

than several hours to avoid supersaturated DO values in the light bottles (to avoid errors in measuring the DO at the end of the deployment period).

Conduct Cross-Section Measurements

We will take cross section measurements in the river and selected tributaries as specified in the QAPP. It is important to have cross section measurements throughout the entire system in order to accurately simulate the depths, widths, and velocities in the water quality model.

Client Review of Results

We will provide ACOG with raw data from the first field study as soon as the data are entered into spreadsheets and preliminary QA/QC checks are completed. A formal compilation of the field data (Task 5) will not be completed until after the second field study because the second field study is scheduled to occur approximately 4 weeks after the first field study.

Task 4: Conduct Second Field Study

The second field study will be conducted as appropriate following the first study under low flow conditions (<40 cfs, as defined in the QAPP). It is expected that this second study can be conducted from August to mid-September. The objectives of the second study are to fill in data gaps from the first study and to provide a verification data set for the calibrated model. The scope of the second field study is currently planned to exactly simulate/parallel the first field study (see Task 3). However, some specific requirements for the second field study might be reduced slightly after the results of the first field study are obtained.

Task 5: Compile and Analyze Field Data and Prepare Data Summary Interim Report

The field data from both sampling events (Tasks 3 and 4) will be entered into spreadsheets for developing various plots, calculations, and summaries. Plots will include stream water quality data (both laboratory results and in situ parameters) versus river mile, continuous in situ parameters versus time, dye concentrations versus time from the time of travel studies, and cross section plots. Items that will be calculated include mean velocities from the time of travel studies, average depths from the cross sections, ultimate CBOD concentrations and CBOD decay rates from the CBOD time series data, and algal productivity and respiration from the light / dark bottle measurements.

The field data will be documented in an interim report and submitted to ACOG for copying and distribution to the CRPG, ODEQ, and USEPA-6 for eventual review and comment. ACOG will provide the GUERNSEY Team with original written comments from each entity on the interim report. Any comments received from ACOG, CRPG, ODEQ, and USEPA-6 on the data summary interim report will be addressed in the actual WLA report, not as a separate, stand-alone activity. The data summary interim report will become part of the WLA report.

Task 6: Set-up, Calibrate, and Verify Water Quality Model and Prepare an Interim Modeling Report

Specifics concerning model selection, set-up, calibration, and verification are presented in the QAPP developed in Phase 1. Although a general outline of the modeling process is presented herein, the QAPP provides more details about how the modeling will be performed in this project.

It is proposed that the latest version of EPA's Water Quality Analysis Simulation Program (WASP) model be used for this project. The primary variables and processes anticipated to be included in the WASP model are DO, CBOD, organic nitrogen, ammonia nitrogen, nitrate nitrogen, organic phosphorus, ortho phosphorus, and phytoplankton. If the CBOD time series data indicate consistently different CBOD decay rates for different sources of effluent or ambient water, more than one CBOD variable may be used in the model to represent different sources of CBOD. The model will cover the Canadian River from near the US Highway 81 Bridge to the confluence with Buckhead Creek near Wayne. The model will also extend into the four tributaries that receive effluent from Minco (Buggy Creek), Oklahoma City (unnamed tributary), Moore (unnamed tributary), and Newcastle (Pond Creek). The need to extend the model into these four tributaries (but not other tributaries) was established from the desktop modeling in Phase 1.

Depths and velocities will be represented in the model as functions of stream flow. These functions will be calculated using the depths, widths, and velocities measured under different flow conditions for the two field studies. For reaeration, various published equations that are applicable for conditions in the river and in the tributaries will be reviewed; different equations may be used for the river versus the tributaries. CBOD decay rates will initially be set to values calculated from the BOD time series data, but they may be adjusted slightly during calibration. Other decay rates will be estimated from literature values and adjusted within normal ranges during the calibration. Oxygen production from algal photosynthesis and oxygen consumed by algal respiration will be calculated from the field measurements. Various model coefficients for algae (e.g., growth rates, respiration rates, mortality rates, settling rates, and half saturation coefficients) will be estimated from literature values and adjusted within normal ranges during the calibration. The calibration targets will include in situ DO measurements; concentrations of CBOD, organic nitrogen, ammonia, nitrate+nitrite, ortho phosphorus, and chlorophyll a; and quantities of oxygen produced and consumed by algal photosynthesis and respiration.

The WASP model will be run to obtain steady state conditions except for diurnal fluctuations. This will be done by setting up the model to repeat the same 24-hour cycle over and over until the results from one day are the same as for the next day (i.e., the predictions have reached steady state on a daily basis). The model results will still show diurnal fluctuations in DO and other parameters.

The model will be calibrated to the conditions measured during the first field study and then verified by simulating the conditions during the second field study. With ODEQ's approval, the

April 10, 2010
Page 9

calibration may then be revised to achieve the best fit between predicted and observed values for both field studies.

An interim modeling report will be prepared to document the model calibration and verification. This documentation will have a format and level of detail that is generally similar to other WLA and Total Maximum Daily Load (TMDL) modeling documentation that FTN has submitted to USEPA-6 and other state agencies in recent years. This report will be submitted to ACOG for copying and distribution to the CRPG, ODEQ, and USEPA-6 for review and comment. ACOG will provide the GUERNSEY Team with original written comments from each entity that provides comments on the interim modeling report. Comments will be addressed and a revised model will be submitted to ACOG, CRPG, ODEQ, and USEPA-6 if required. The objective is to have the model calibration approved prior to performing the model projections in Task 7. The documentation in the interim modeling report will become part of the WLA report.

Task 7: Run Model Projections and Calculate Loads

Projection simulations will be run for each season using water temperatures specified in the water quality standards and critical 7Q2 flows. The projection simulations will be run to obtain daily steady state conditions in the same manner as for the calibration. A margin of safety that is consistent with requirements in the Oklahoma Continuing Planning Process will be incorporated in the model.

An interim summary of the initial projection simulations will be provided and a meeting will be scheduled with ACOG, CRPG, and ODEQ to present and discuss various load allocation scenarios. As appropriate, we will set up a computer in this meeting and run different scenarios as requested. Minutes from the meeting will be developed by the GUERNSEY team and distributed to the CRPG and ODEQ. We will develop and document up to five scenarios to be included in the WLA report.

We will work with ACOG and the CRPG to determine allocations between different dischargers. Allowable loads of oxygen demand will be calculated using procedures that have been used in recent years by FTN to calculate allowable loads for TMDLs in USEPA-6.

Task 8: Prepare Preliminary Draft WLA Report

A preliminary draft WLA report will be prepared to document all project activities including the results of the field studies and modeling. One hard copy of the preliminary draft of the report and one CD-Rom will be submitted to ACOG for copying and distribution to the CRPG for review and comment. This preliminary draft is not intended for ODEQ or EPA review, just an internal review by ACOG and the CRPG. *If ACOG and the CRPG believe we do not need this interim step, the preliminary draft can be also submitted to ODEQ and USEPA-6 for review. A determination on this activity must be addressed by ACOG and the CRPG.*

The content and format of the preliminary draft WLA report will be generally similar to WLA and TMDL reports that FTN has submitted to USEPA-6 and other state agencies in recent years.

This represents the GUERNSEY Team expectation and our approach to the report. This report will address the following *proposed* Table of Contents (*subject to change*):

- Executive Summary
- Introduction and Scope of Work
- Study Area Description
- Study Area Land Use and Non-Point Sources (NPSs)
- General Summary of Stream Reaches and Existing Point Source Dischargers
- Field Studies
- Water Quality Model Calibration and Verification
- Water Quality Model Projections
- Recommended WLAs for Point Sources and NPSs
- Summary and Conclusions

Task 9: Attend Preliminary Draft Report Meeting

A meeting will be scheduled with ACOG and the CRPG at least two weeks after the submittal of the preliminary draft WLA Report. The objective of the meeting will be to discuss study findings and answer questions as required.

Task 10: Address Review Comments from ACOG and the CRPG on the Preliminary Draft WLA Report/Prepare Draft WLA Report

ACOG will provide the GUERNSEY Team with original written comments from each entity on the preliminary draft WLA. GUERNSEY will address and incorporate these review comments from ACOG and the CRPG on the preliminary draft WLA report and then prepare a draft WLA report for ACOG to submit to ODEQ and EPA for review. One hard copy and one CD-Rom will be submitted to ACOG for copying and distribution to the CRPG. *This response to comments anticipates only one iteration of ACOG/CRPG comments. Multiple sets of comments subsequent to the initial response will require scope modification.*

Task 11: Address Review Comments From ODEQ and EPA to the Draft WLA Report/Prepare Final WLA Report

ACOG will provide GUERNSEY with original written comments from each entity that provides comments on the draft WLA. The GUERNSEY Team will incorporate these review comments from ODEQ and EPA on the draft WLA report and will prepare a final WLA report. The approved final report will be submitted to ACOG for copying and distribution to the CRPG and others as required. One hard copy and one CD-Rom will be submitted to ACOG for copying and distribution to the CRPG.

We have not included a task for a final meeting/formal presentation of the study results. This may be something that ACOG/CRPG desires to have, but no time has been allocated to prepare for nor formally present the data.

April 10, 2010
Page 11

PUBLIC MEETINGS/OPTIONAL TASK

Since our March 1 proposal submittal, discussions with ACOG reflect that public meetings may take place or be required after the final submittal of the WLAS report and ODEQ acceptance. The GUERNSEY Team recognizes the potential for these meetings, but has not identified any time or cost to prepare for, attend, or participate in these meetings. There could be multiple meetings in the various communities involved in this project. Participation of the GUERNSEY Team in any of these meetings will require a scope modification and cost adjustment.

COST ESTIMATE FOR PHASE 2

Costs for Phase 2 are presented on the following page, based on the scope of services identified above and the 2010 labor rates for both GUERNSEY and FTN. This is a very extensive and complex undertaking that requires attention to a lot of detail.

PHASE 2 COSTS	
TASKS	COSTS
Task 1:	\$9,332.00
Task 2:	\$19,856.00
Task 3:	\$208,820.50
Task 4:	\$189,597.50
Task 5:	\$50,824.00
Task 6:	\$89,724.00
Task 7:	\$45,262.00
Task 8:	\$51,217.00
Task 9:	\$9,990.00
Task 10:	\$24,364.00
Task 11:	\$22,532.00
TOTAL:	\$721,519.00

Attached to this proposal is a detailed spreadsheet that addresses all costs.

In Phase 1 there were some misunderstandings/misperceptions regarding expectations from both the GUERNSEY Team and ACOG/CRPG. If you are unclear as to what is being proposed and scoped above, please ask for clarification. We think we have provided enough detail for your understanding, but also recognize there might be some additional clarification/detail required.

The costs described herein are based upon the aforementioned SOS. There may be variations that deviate from this scope. In performing the work, it may become evident that more or less effort is required, and scope modifications may become necessary. Any scope changes will be

Page 12

discussed with and approved by authorized ACOG representatives prior to implementation. GUERNSEY will not accrue any out-of-scope charges without the expressed approval of ACOG representatives.

SUMMARY

We have taken a *very comprehensive* approach to this project to provide you with the best possible product. There are certain tasks identified in our scope of services that can be approached differently or not at all, but must be viewed based on its overall impact to the project. We are flexible and open to discussion regarding the (1) need and (2) detail for the tasks.

We appreciate the opportunity to work with ACOG and the CRPG. Please direct any further communication to the undersigned at 405.416.8140, or via e-mail at ken.senour@chguernsey.com.

Sincerely,

C.H. GUERNSEY & COMPANY



Ken Senour, CEP, QEP
Sr. Vice President
Manager, Engineering & Environmental Group

KCS:kd

Attachments: ACOG Access Information
Portion of QAPP, Section B: Data Generation and Acquisition (Sampling Charts)
Responses to ACOG Letter
Cost Spreadsheet

cc: Philip Massirer, FTN
Carey Miller, GUERNSEY
Angela Aikman, GUERNSEY

ACOG ACCESS INFORMATION										
ID	ET NAME	NAME	LOCATION	ARRANGE	RIVER SIDE	OTHER	ACCESS	ISSUES	X COORD	Y COORD
1	Union City	WWTP - Union City	at outfall	Guernsey	Northeast	none	YES	Union City Lagoons	174506.72734	1371889.05671
2	UTUC-1	Unnamed trib d/s of Union City WWTP	at northern bridge on US 81	Public	Northeast	none	YES	Next to US 81	-174124.19775	1371019.40961
3	UTUC-2	Unnamed trib d/s of Union City WWTP	at southern bridge on US 81	Public	Northeast	none	YES	Next to US 81	-173769.82965	1370119.36699
4	CR-1	Canadian River	at northern end of RR bridge beside US 81	Public	Bridge	none	YES	Railroad Property (checked with Canadian Co. Assessor's Office: Amy Brandley)	-172873.03059	1369501.93368
5	Mico	WWTP - Mico	at outfall	Guernsey	Southwest	none	YES	City of Mico	-174516.63000	1363771.28140
6	BC-1	Buggy Creek d/s of Mico	at E 1170 Rd	Public	Southwest	none	YES	Public Bridge Access	-174183.01735	1364381.94521
7	BC-2	Buggy Creek d/s of Mico	at E 1160 Rd	Public	Southwest	none	YES	Public Bridge Access	-172864.71648	1365853.90917
8	BC-3	Buggy Creek d/s of Mico	at low water crossing near Canadian River	ACOG	Southwest	access is by dirt road that is probably private	YES	Bralum's Property. Send data to Chris Shepley (CAFO guy) at Chris.mico@cbc.global.net. Jim Chapman is Farming Mgr at Bralum. General Mgr. is Mike Wright.	-171181.54721	1366819.19098
9	CR-2	Canadian River	alongside dirt road upstream of Buggy Creek	ACOG	Southwest	access is by dirt road that is probably private	YES	Bralum's Property. Send data to Chris Shepley (CAFO guy) at Chris.mico@cbc.global.net. Jim Chapman is Farming Mgr at Bralum. General Mgr. is Mike Wright.	-171626.67000	1367304.66416
10	CR-3	Canadian River	at private bridge among irrigated fields	ACOG	Bridge	bridge does not show up on street maps	YES	Chris.mico@cbc.global.net. Jim Chapman is Farming Mgr at Bralum. General Mgr. is Mike Wright.	167298.81061	1367738.09135
11	Turtle	WWTP - Turtle	at outfall	Guernsey	Southwest	none	YES	City of Turtle Discharge	-164562.48301	1362119.26289
12	WC-1	West Creek d/s of Turtle	at W Tyler Drive	Public	Southwest	none	YES	Public Road Access Tyler Drive	-164622.09651	1362548.81274
13	WC-2	West Creek d/s of Turtle	at W Silver City Ridge Rd	Public	Southwest	none	YES	Public Road Access Silver City Ridge Road	164307.81824	1364166.29372
14	CR-4	Canadian River	behind house near west end of SW 119th Street	ACOG	Northeast	house is about 200 ft from edge of river	NO	Nobody home - tried several times. Leaked gate, cameras, high security. Maybe access is better south side. NO DATA	-159452.97443	1367106.93325
15	CR-5	Canadian River	behind house on Scott Ln	ACOG	Northeast	house is about 300 ft from edge of river	NO	NO DATA	-158150.17455	1366202.20263
16	Mustang	WWTP - Mustang	actual location of outfall is not known; yet	Guernsey	Northeast	outfall pipe goes pretty much directly to river	YES	City of Mustang Discharge	-155411.70187	1365586.23860
17	CR-6	Canadian River	at OK Hwy 4 bridge	ACOG	Bridge	part at south end of bridge arc, walk 450 ft to water	NO	NO DATA	-155377.56861	1364453.69044
18	CR-7	Canadian River	off north end of Morgan Rd (private trail)	ACOG	Southwest	well defined road is 500 ft from edge of river	YES	Wife is Leslie Osborn State Rep Home 405-381-4491 cell 574-8594 leslie.osborn@pubhouse.gov state office 405-537-7933	-151902.66872	1365375.61701
19	CR-8	Canadian River	off south end of S Council Rd	ACOG	Southwest	crosses through Newcastle's water well field	YES	Newcastle Water Treatment on south side. Ray Hibdon, Max Ammentraut talk to Nick Hazer. Talked to their WWTP - Veta Culp	-148076.20489	1364800.92128
20	CR-9	Canadian River	dirt road off east end of NW 40th Pl E 3180 RC	ACOG	Southwest	end of dirt road is ~200 ft from edge of river	YES	Newcastle Water Treatment on south side. Ray Hibdon, Max Ammentraut talk to Nick Hazer. Talked to their WWTP - Veta Culp	-147462.77423	1362956.84063
21	CR-10	Canadian River	approx. 2200 feet downstream from the 44 bridge	ACOG	Northeast	accessed from a dirt road along powerline coming in from the north	YES	Jim King and Mark Bannister of Speedway Race Track. Mark said gates are open all the time, no problem allowing access.	143505.85630	1361910.58000
22	CR-11	Canadian River	off south end of S May Ave	ACOG	Northeast	end of road is 400-500 ft from edge of river	NO	NO DATA	143424.22032	1361240.37969
23	OK City	WWTP - Oklahoma City	at outfall	Guernsey	Northeast	none	YES	City of OK discharge	-140532.75477	1364417.02757
24	UTOC-1	Unnamed trib d/s of OK City WWTP	behind house and barn at west end of Hill Rd	ACOG	Northeast	end of road is 300 ft from stream?	NO	NO DATA	-140506.12000	1361698.77137
25	UTOC-2	Unnamed trib d/s of OK City WWTP	at end of dirt road off south end of S Pennsylvania Ave	ACOG	Northeast	south end of S Pennsylvania Ave appears to be gated	NO	City of Moore Discharge	140188.65533	1360289.92465
26	Moore	WWTP - Moore	at end of outfall pipe (west end of W Indian Hills Rd)	Public	Northeast	do not need to visit treatment facility near I-35	YES	City of Moore Discharge	-139909.76902	1360486.69942
27	UTM-1	Unnamed trib d/s of Moore WWTP	at south end of S Pennsylvania Ave	ACOG	Northeast	part of end of S Pennsylvania Ave appears to be gated	NO	Landowner may want contract concerning liability NO DATA	-139613.91558	1360030.98015

ID	ET_NAME	NAME	LOCATION	ARRANGE	RIVER_SIDE	OTHER	ACCESS	ESU/BSZ	X_COORD	Y_COORD
28	UTM-2	Unnamed tributary of Moore WWTP	1100 ft NW of corner of W Franklin Ave and 72nd Ave NW	ACOG	North-east	appears gated at corner of W Franklin Rd and 72nd Ave NW	NO	NO DATA	-138675.8942	1359170.2797
29	UTM-3	Unnamed tributary of Moore WWTP	alongside public road off of 72nd Ave NW	Public	North-east	lots of seeps between outfall and here	NO		-140016.71678	1357629.05828
30	CR-12	Canadian River	off east end of NE 18th St	ACOG	South-west	east end of road is 250 ft from edge of river	NO	Nobody contacted on this property. NO DATA	-141139.72520	1357284.39790
31	CR-13	Canadian River	at west end of W Rock Creek Rd	ACOG	North-east	Road gate at end (very close to the river)	NO	Nobody contacted on this property. NO DATA	-140389.62413	1355683.82370
32	Newcastle	WWTP - Newcastle	at outfall	Guernsey	South-west	none	YES	City of Newcastle Discharge	-143672.96783	1356407.14431
33	PC-1	Newcastle WWTP	at bridge on E Fox Ln	Public	South-west	bridge access	YES		-142703.35253	1355674.80057
34	PC-2	Newcastle WWTP	west end of E Fox Ln	ACOG	South-west	need to enter driveway to get close to stream road is close to river but may need to walk thru yards	NO	Visited 4 times, nobody home! NO DATA	-141745.51152	1355584.20725
35	CR-14	Canadian River	at east end of SE 24th St	ACOG	South-west		NO	Nobody contacted on this property. NO DATA	-139842.08633	1353274.20810
36	CR-15	Canadian River	at end of temporary main off of 48th Ave SW	ACOG	North-east	road is gated at 48th Ave SW	NO	Check with the city of Norman - may have key/landowner name. NO DATA	-138837.67568	1351895.52032
37	CR-16	Canadian River	at south end of 24th Ave SW	Public	North-west	appears to have no access go right up to river	NO	Check with the city of Norman - may have key/landowner name. NO DATA	-133340.72490	1349908.16619
38	Norman	WWTP - Norman	in discharge channel off of Parkers Ave	Public?	North-east	assume effluent to same throughout discharge channel	NO	Check with the city of Norman - may have key/landowner name. NO DATA	-130275.60009	1345680.13777
39	CR-17	Canadian River	at road off of the south end of Jankins Ave	ACOG	North-east	multiple potential access locations along Jankins Ave	NO	Check with the city of Norman - may have key/landowner name. NO DATA	-129967.52885	1344719.35137
40	Noble	WWTP - Noble	at the outfall	Guernsey	North-east	take sample at facility and deposit in sealable pipe for aerial photos	YES	City of Noble Discharge	-127137.28869	1343320.86977
41	CR-18	Canadian River	at end of Bradshaw Ln	ACOG	North-east	Road gated, nice site	YES	Checked with landowner got verbal okay. NO DATA	-126757.39446	1340693.83300
42	CR-19	Canadian River	milking area at the south end of Burkett Rd	ACOG	North-east	road is gated about 800 ft from edge of river	YES	Talked to Larry (no last name), who knows the landowner. Luke McCray called - okayed w/landowner 816-9569	-125317.17350	1337087.84255
43	CR-20	Canadian River	behind house off of Slougherville Rd	ACOG	North-east	fair erve wither 100 ft of river	NO	May have high cut bank here. NO DATA	-123047.87785	1337109.81288
44	CR-21	Canadian River	house and barns at west end of York Rd	ACOG	North-east	can drive within 300 ft of river	YES	State Highway 74 Purcell, OK 73080-6946 THIS SITE IS ON DUFFY ROAD	-122287.01066	1334054.78021
45	CR-22	Canadian River	US 77 bridge between Purcell and Lexington	ACOG	Bridge	4 wheeler park on embankment shoulder on east side, walk 250-300 ft to water	YES	Greg Snow, landowner, OK 618-562-3017 Business partner in LARV.	-121023.48312	1329290.68810
46	Lexington	WWTP - Lexington	at the outfall	Guernsey	North-east	none	YES	Town of Lexington has access here	-121388.04021	1328135.18873
47	Purcell	WWTP - Purcell	at the outfall	Guernsey	South-west	none	YES	City of Purcell Discharge	-122407.79386	1327190.84261
48	WC-1	Wells Creek	at south end of Acorns St near Purcell WWTP	Public	South-west	should be able to drive to edge of stream by RR bridge	NO	Talk to Purcell PMD	-122968.35258	1326895.22603
49	CR-23	Canadian River	private road at end of Gisher Ln	ACOG	North-west	Warren Thomas owns this. Land keeper is Mike Whitehead 405-424-4659	YES		-120162.04107	1324307.52444
50	CR-24	Canadian River	at north end of Cotton Gin Ave	ACOG	South-west	north end of road appears to be private	YES	Talked to George Keneck landowner - gave approval. Call is 405-919-3088. Email gkeneck@winstream.net	-119410.32335	1322320.14977
51	CR-25	Canadian River	at road off north end of 14th St	ACOG	South-west	off road is probably private	NO	NO DATA	-118995.64644	1322447.38952

QAPP for Canadian River Dissolved Oxygen WLA

Revision 0

December 11, 2009

Section B

Page B1 of 32

SECTION B: DATA GENERATION AND ACQUISITION
B1. SAMPLING PROCESS DESIGN (EXPERIMENTAL DESIGN)**B1.1 OVERVIEW OF FIELD STUDY DESIGN**

The field studies for this project have been designed with the objective of collecting field data that is appropriate for setting up, calibrating, and verifying a water quality model that is simulating DO, nutrients, and algae (represented as chlorophyll *a* in the model).

Two field studies will be conducted for this project and are planned to have identical tasks and schedules. Data from the first field study will be used to calibrate the model, and data from the second field study will be used to verify the model. Each field study will last for six days and include collection of water samples and associated in situ measurements, flow measurements, cross section measurements, dye studies for time of travel measurements, continuous in situ measurements, and light/dark bottle measurements. Table B1 shows how each type of field data will be used in the water quality modeling.

TABLE B1: PURPOSE OF EACH TYPE OF FIELD DATA

Type of Field Data	Model Values Based on These Data
Collection of water samples and associated in situ measurements	Inflow water quality and calibration targets; CBOD decay rates will be estimated from CBOD time series data
Flow measurements	Water balance (headwater and tributary inflow rates, and possibly incremental inflow or outflow)
Cross section measurements	Depth and width
Dye studies for time of travel	Velocity
Continuous in situ measurements	Diurnally varying calibration targets for DO and pH
Light/dark bottle measurements	Algal respiration and photosynthesis

The geographical extent of the field studies will be approximately the same as the geographical extent of the model, which will start in the Canadian River at the US Highway 81 Bridge near Union City and extend to the confluence with Buckhead Creek near Wayne. This is the same geographic extent for which the designated use was changed from habitat limited aquatic community to warm water aquatic community (see Section A5).

An overview of the schedule for each field study is shown in Table B2. General tasks to be performed at each site on different days of the field study are shown in Tables B3 - B6. The field sites are listed in Table B7 and their locations are shown on Figure B1. The parameters to be analyzed by each laboratory are shown in Table B8. The number of samples to be submitted to the laboratories each day is shown in Table B9.

QAPP for Canadian River Dissolved Oxygen WLA
Revision 0
December 11, 2009
Section B
Page B2 of 32

TABLE B2: DAILY SCHEDULE FOR EACH FIELD STUDY

Activity	Day 1 Sun	Day 2 Mon	Day 3 Tue	Day 4 Wed	Day 5 Thu	Day 6 Fri
Deploy continuous in situ monitors	•					
Inject dye for time of travel studies in river	•					
Measure flow in river	•					•
Collect data for point sources, tributaries, and headwaters (samples, in situ data, flows, and cross sections)		•	•			
Collect data in river (samples, in situ data, and cross sections)				•	•	
Inject dye for time of travel studies in tributaries				•		
Collect light/dark bottle data						•
Retrieve continuous in situ monitors						•

TABLE B3: FIELD ACTIVITIES BY SITE FOR DAY 1

Site ID	Main Stem River km	Inject Dye	Deploy Continuous In Situ Monitor	Measure Flow
CR-1	127.0	•		•
BC-2	--		•	
CR-3	114.7		•	
CR-4	103.5	•		
CR-6	98.2			•
CR-6.5	94.5		•	
UTOC-2	--		•	
UTM-2	--		•	
CR-9	84.5	•		
CR-12	72.9		•	
CR-13.5	67.7	•	•	
PC-2	--		•	
CR-16	55.8	•	•	•
CR-18	43.5		•	
CR-21	31.7	•		
CR-22	27.6			•
CR-23	20.3		•	

QAPP for Canadian River Dissolved Oxygen WLA
Revision 0
December 11, 2009
Section B
Page B3 of 32

TABLE B4: FIELD ACTIVITIES BY SITE FOR DAYS 2 AND 3^A

Site ID	Field Crew Data Collection ^B					Facility Data Collection	
	Measure In Situ Data	Collect Grab Sample	Measure Flow	Measure Cross Section ^C	Check Contin. In Situ Monitor ^D	Multiple Grab Samples	Totalizer Flow
UTUC-2	2	2	1				
CR-1	2	2					
BC-0	2	2	1				
Minco	2	2	2				
BC-1	1	1		1			
BC-2	1			1	1		
BC-3	1	1	1	1			
SC-1	2	2	1				
Mustang	2					•	•
UTOC-0	2	2	1				
OKCity	2					•	•
UTOC-1	1	1		1			
UTOC-2	1	1	1	1	1		
Moore	2					•	•
UTM-1	1	1	1	1			
UTM-2	1		1	1	1		
UTM-3	1	1	1	1			
PC-0	2	2	1				
Newcastle	2					•	•
PC-1	1	1		1			
PC-2	1	1	1	1	1		
Norman	2					•	•
Noble	2					•	•
Lexington	2	2	2				
Purcell	2					•	•
WC-1	2	2	1				

- Notes:**
- A. Day 3 will have the exact same activities as Day 2.
 - B. The numbers in these five columns (1 or 2) represent the number of times each day that each activity will be performed at each site.
 - C. Cross sections need to be measured only once during the whole field study.
 - D. The continuous monitors will be checked just to make sure they are measuring and logging data as they were programmed to do.

QAPP for Canadian River Dissolved Oxygen WLA

Revision 0

December 11, 2009

Section B

Page B4 of 32

TABLE B5: FIELD ACTIVITIES BY SITE FOR DAYS 4 AND 5^A

Site ID	Main Stem River km	Measure In Situ Data	Collect Grab Sample	Measure Cross Section	Check Continuous In Situ Monitor ^B	Inject Dye (Day 4 only)
BC-1	--					•
CR-1	127.0	•		•		
CR-2	122.3	•		•		
CR-3	114.7	•	•	•	•	
CR-4	103.5	•	•	•		
CR-5	101.9	•		•		
CR-6	98.2	•	•	•		
CR-6.5	94.5	•		•	•	
CR-7	92.0	•	•	•		
CR-8	87.0	•		•		
CR-9	84.5	•	•	•		
CR-10	79.9	•		•		
CR-11	77.3	•	•	•		
UTO-1	--					•
UIM-1	--					•
CR-12	72.9	•	•	•	•	
PC-1	--					•
CR-13	70.5	•	•	•		
CR-13.5	67.7	•	•	•	•	
CR-14	65.2	•		•		
CR-15	61.2	•	•	•		
CR-16	55.8	•	•	•	•	
CR-17	50.1	•	•	•		
CR-17.5	46.7	•		•		
CR-18	43.5	•	•	•	•	
CR-19	38.7	•		•		
CR-20	36.5	•	•	•		
CR-21	31.7	•		•		
CR-22	27.6	•	•	•		
CR-23	20.3	•	•	•	•	
CR-24	--	•		•		
CR-25	12.2	•	•	•		
CR-26	1.4	•	•	•		

Notes: A. Day 5 will have the exact same activities as Day 4, except for injecting dye.

B. The continuous monitors will be checked just to make sure they are measuring and logging data as they were programmed to do.

QAPP for Canadian River Dissolved Oxygen WLA

Revision 0

December 11, 2009

Section B

Page B5 of 32

TABLE B6: FIELD ACTIVITIES BY SITE FOR DAY 6

Site ID	Main Stem River km	Light/Dark Bottles	Retrieve Continuous In Situ Monitor	Measure Flow
CR-1	127.0			•
BC-2	--		•	
CR-3	114.7	•	•	
CR-6.5	94.5	•	•	
CR-6	98.2			•
UTOC-2	--		•	
UTM-2	--		•	
CR-12	72.9	•	•	
CR-13.5	67.7	•	•	
PC-2	--		•	
CR-16	55.8	•	•	•
CR-18	43.5	•	•	
CR-22	27.6			•
CR-23	20.3	•	•	

TABLE B7: LIST OF FIELD SITES

Site ID	Site Type	Site Description
UTUC-2	Inflow	Unnamed tributary downstream of Union City WWTP
BC-0	Inflow	Buggy Creek upstream of Minco WWTP at OK Hwy 37
Minco	Point Source	Minco WWTP at outfall (south end of ponds)
BC-1	Tributary	Buggy Creek downstream of Minco WWTP at E 1170 Rd
BC-2	Tributary	Buggy Creek downstream of Minco WWTP at E 1160 Rd
BC-3	Tributary	Buggy Creek downstream of Minco WWTP near mouth
SC-1	Inflow	Store Creek downstream of Tuttle WWTP (along private road)
Mustang	Point Source	Mustang WWTP near entrance to pipeline to river
UTOC-0	Inflow	Unnamed tributary upstream of South Canadian WWTP at Forman Dr
OKCity	Point Source	OK City WWTP at outfall (south side of plant)
UTOC-1	Tributary	Unnamed tributary downstream of South Canadian WWTP behind house and barns at west end of Hill Rd
UTOC-2	Tributary	Unnamed tributary downstream of South Canadian WWTP at end of road in pasture west of UTM-1
Moore	Point Source	Moore WWTP at outfall near west end of W Indian Hills Rd
UTM-1	Tributary	Unnamed tributary downstream of Moore WWTP in pasture south of corner of W Indian Hills Rd and Pennsylvania Ave
UTM-2	Tributary	Unnamed tributary downstream of Moore WWTP in pasture north of corner of W Franklin Rd and 72nd Ave NW

QAPP for Canadian River Dissolved Oxygen WLA

Revision 0

December 11, 2009

Section B

Page B6 of 32

Site ID	Site Type	Site Description
UTM-3	Tributary	Unnamed tributary downstream of Moore WWTP along dirt road off of 72nd Ave NW
PC-0	Inflow	Pond Creek upstream of Newcastle WWTP behind house off west side of N Portland Ave
Newcastle	Point Source	Newcastle WWTP at outfall (into creek on north side of WWTP)
PC-1	Tributary	Pond Creek downstream of Newcastle WWTP at E Fox Ln
PC-2	Tributary	Pond Creek downstream of Newcastle WWTP behind house at east end of E Fox Ln
Norman	Point Source	Norman WWTP at outfall south of facility
Noble	Point Source	Noble WWTP near entrance to pipeline to outfall
Purcell	Point Source	Purcell WWTP near entrance to pipeline to outfall
Lexington	Point Source	Lexington WWTP at outfall
WC-1	Inflow	Walnut Creek at US Highway 77 (S Green Ave)
CR-1	Inflow	Canadian River just upstream of RR bridge along US Hwy 81
CR-2	River	Canadian River alongside dirt road upstream of Buggy Creek
CR-3	River	Canadian River at private bridge
CR-4	River	Canadian River behind house near west end of SW 119th St
CR-5	River	Canadian River behind house on Scott Ln
CR-6	River	Canadian River at OK Hwy 4 bridge
CR-6.5	River	Canadian River in pasture on north side of Silver City Ridge Rd
CR-7	River	Canadian River off north end of Morgan Rd (private trail)
CR-8	River	Canadian River off west end of SW 134th St
CR-9	River	Canadian River along dirt road off east end of NW 40th Place
CR-10	River	Canadian River approx. 2200 feet downstream of I-44 bridge
CR-11	River	Canadian River off south end of S May Ave
CR-12	River	Canadian River off east end of NE 16th St
CR-13	River	Canadian River at west end of W Rock Creek Rd
CR-13.5	River	Canadian River at west end of W Robinson St
CR-14	River	Canadian River at east end of SE 24th St
CR-15	River	Canadian River at end of secondary road off of 48th Ave SW
CR-16	River	Canadian River at south end of 24th Ave SW
CR-17	River	Canadian River dirt road off of south end of Jenkins Ave
CR-17.5	River	Canadian River just upstream of Noble outfall
CR-18	River	Canadian River at end of Bradshaw Ln
CR-19	River	Canadian River in mining area at south end of Burkett Rd
CR-20	River	Canadian River behind house off of Slaughterville Rd
CR-21	River	Canadian River house and barns at west end of York Rd
CR-22	River	Canadian River at US Hwy 77 bridge
CR-23	River	Canadian River along private road at end of Grider Ln
CR-24	River	Canadian River at north end of Cotton Gin Ave
CR-25	River	Canadian River along dirt road off north end of 160th St
CR-26	River	Canadian River off north end of N 3260 Rd

QAPP for Canadian River Dissolved Oxygen WLA

Revision 0

December 11, 2009

Section B

Page B7 of 32

TABLE B8: PARAMETERS TO BE ANALYZED BY EACH LABORATORY

Parameter	Laboratory
Carbonaceous biochemical oxygen demand (CBOD) 20-day time series	AIC
Total Kjeldahl nitrogen (TKN)	DEQ SEL
Ammonia nitrogen	DEQ SEL
Nitrate + nitrite nitrogen	DEQ SEL
Total suspended solids (TSS)	DEQ SEL
Volatile suspended solids (VSS)	DEQ SEL
Total phosphorus	DEQ SEL
Ortho phosphorus	DEQ SEL
Chlorophyll <i>a</i>	AIC

Note: Each sample will be analyzed for all of the parameters listed above.

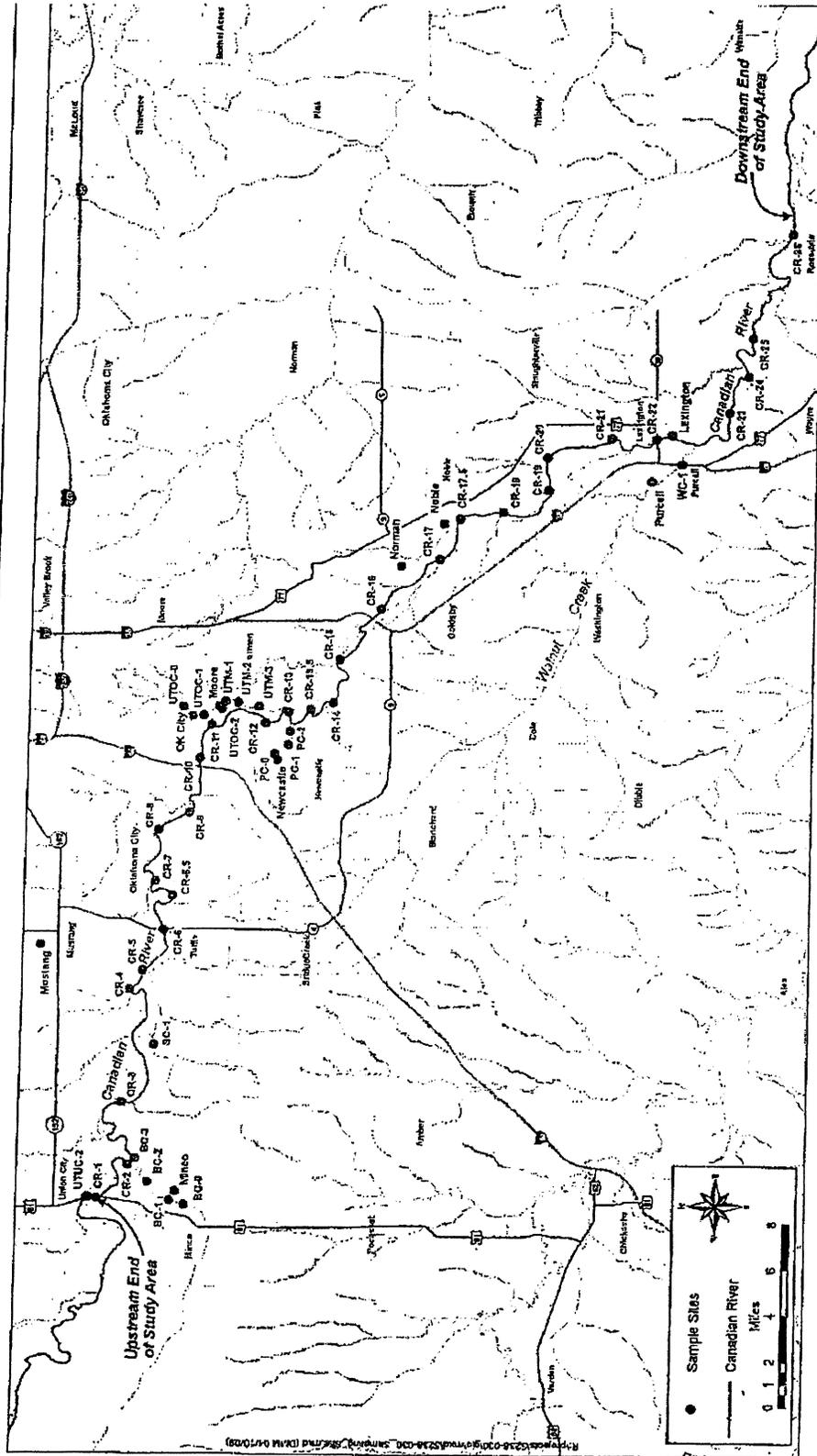
TABLE B9: NUMBERS OF SAMPLES TO BE SUBMITTED TO LABORATORIES

Type of Sampling Sites	Sampling Day	Number of Sampling Sites	Number of Field Replicates	Number of Field Blanks	Total Number of Samples
Headwaters, tributaries, and point sources	Day 2	24	3	2	29
	Day 3	24	3	2	29
Main stem Canadian River	Day 4	18	2	1	21
	Day 5	18	2	1	21
Total for each field study =					100

- Notes:
1. This shows numbers of samples after compositing multiple grab samples taken at a single site during one day.
 2. Each laboratory will receive the same number of samples, but will be analyzing the samples for different parameters.
 3. Numbers of field replicates and field blanks are discussed in Section B2.1.

QAPP for Canadian River Dissolved Oxygen W
Revisio
December 11, 21
Section
Page 28 of

FIGURE B1 - MAP OF FIELD SITES



**INTERGOVERNMENTAL CONTRACT AND AGREEMENT BETWEEN
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
AND
THE NORMAN UTILITIES AUTHORITY**

THIS CONTRACT AND AGREEMENT made and entered into this ____ day of _____ 2010 by and between the Association of Central Oklahoma Governments, herein referred to as "ACOG" and The Norman Utilities Authority, herein "NUA".

Witnesseth:

WHEREAS, ACOG and the NUA desire to enter into this contract and agreement under which ACOG agrees, for valuable consideration, to provide analytical laboratory services, water quality data, and modeling interpretation for purposes of wasteload allocation and determination as itemized in Attachment 1; and,

WHEREAS, ACOG has contracted and has under its control and supervision the necessary equipment, personnel and facilities otherwise needed and required for performance of water quality and modeling interpretation required under said purposes; and,

WHEREAS, this contract and agreement is authorized under the laws of the State of Oklahoma, with particular but not exclusive reference to the provisions of 82 O.S. Section 1085.2, and 740.S. Section 581 ;

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties to this contract and agreement do hereby agree as follows:

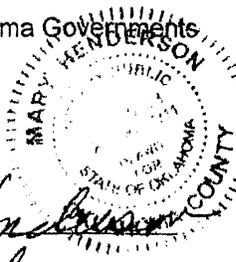
1. **ACOG TO PROVIDE SERVICE.** For the consideration herein specified ACOG hereby agrees to fully perform and provide, in a professionally acceptable manner, the water quality and modeling data and interpretation specified and approved by the NUA at costs specified in Attachment 1 and hereby incorporated by reference. Services are limited to those analyses and parameters listed in Attachment 1, which are requested by the NUA, and services shall further be in the form and manner set forth herein.
2. **TERM OF CONTRACT.** The provisions of this contract shall be effective on July 1, 2010, and shall terminate on June 30, 2011. It is further agreed between the parties that provided upon completion and expiration of the duration of this contract and agreement, this contract and agreement may be renewed by the parties hereto under such terms and conditions as may thereupon be mutually agreed to by and between the parties.
3. **NUA RESPONSIBILITY.** The NUA agrees to furnish to ACOG water quality and modeling analyses, access to treatment plant discharge locations, and other pertinent information as detailed in Attachment 1.
4. **CONTRACTING.** ACOG may contract those services that ACOG does not have or may not have the capability to perform, and if contracted services shall be performed, then they shall be with the same standard degree of care, accuracy and reliability as if ACOG had performed such services, subject to approval of ODEQ and/or EPA, if applicable. ACOG shall give the NUA advance written notice of any other services it proposes to contract and shall provide with such notice the name, address and other relevant information concerning the qualifications, services and fees of the proposed contractor. Contractor list is included herein as Attachment 1.

5. RESULTS OF ANALYSES. ACOG agrees that all results shall be provided to the NUA by ACOG in such form and content as is satisfactory and acceptable to the NUA as soon as possible upon completion of the analyses. ACOG further agrees to provide the NUA with copies of all quality assurance documentation, reports, and results generated with the development of the water quality and modeling data. The parties further agree and acknowledge that time is of the essence of this contract and agreement.
6. PAYMENT TO ACOG. For and in consideration of the services and products to be provided to the NUA by ACOG, as herein contemplated, the NUA agrees to pay to and reimburse ACOG for costs incurred at rates specified in the price list attached hereto marked "Attachment 2" and incorporated by reference herein, in performing such services and providing such products to The NUA. It is further agreed, however, that such payments and reimbursement by the NUA to ACOG shall in no event nor under any circumstance exceed the sum total amount of \$231,431. To obtain payment, ACOG agrees to submit monthly invoices to the NUA as costs are incurred, with said invoices to be in such form and content as may be required by the NUA for payment purposes.
7. CONTRACT SUBJECT TO APPLICABLE LAWS. The parties mutually agree and acknowledge that this contract and agreement is subject, in all respects, to the applicable laws of the State of Oklahoma.
8. RESERVATION OF ACCEPTANCE. The NUA reserves the right to refuse acceptance and to reject services or products provided to the NUA by ACOG, and to reject invoices and refuse payment to ACOG for same, upon the determination by the City of NUA that such services or products do not substantially and reasonably comply with and meet the reasonable and acceptable performance standards for such water quality and modeling analyses and the specifications and conditions herein required and agreed to. Additional services are to be executed under amendment only.
9. CHANGES AND AMENDMENTS. The services to be performed by ACOG may be modified upon the mutual written agreement of the parties hereto; such agreement shall be in writing and upon signature of those authorized parties or their successors. The parties mutually agree that subject to, with and upon the mutual written consent and approval of both parties, this contract may be amended or modified at any time.
10. TERMINATION. The parties hereto mutually agree that this contract and agreement may be terminated by either party upon thirty (30) days advance written notice of termination by the terminating party to the other party, provided in the event of such termination, the NUA agrees to pay ACOG such compensation as may have accrued and be owing to ACOG up to the time of termination. The parties hereto mutually agree and acknowledge that the exercise of this termination provision shall in no respect prejudice any rights, causes of action, claims for damages or performance or remedies otherwise such as may be available to either party pursuant to this contract and the laws of the State of Oklahoma.
11. AUDITS. It is further understood and agreed that books, records, documents, accounting procedures, practices or any other items of ACOG relevant to the original contract and all amendments thereto are, for a period of five (5) years after delivery of final product, subject to examination by the NUA and The Oklahoma State Auditor and Inspector. This provision is cumulative and does not supersede any of the terms, conditions and provisions within the original contract or previous amendments, renewals or extensions thereof.

AGREED TO by and between the parties, the latest day and year appearing below.

APPROVED:

Association of Central Oklahoma Governments



By:

John G. Johnson
Executive Director, ACOG

ATTEST

Mary Henderson

Title: *Accountant*

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20_____.

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: 0000171489

REQUISITION BY: WEBB G

STATUS: INSUFFICIENT FUNDS

REASON: CANADIAN RIVER TMCL-PHASE 2

DATE: 5/27/10

SHIP TO LOCATION: P W - UTILITIES DIRECTOR

SUGGESTED VENDOR: 148 ASSOCIATION OF CENTRAL

DELIVER BY DATE: 6/30/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CANADIAN RIVER TMCL - PHASE 2	231431.00	DCI	1.0000	231431.00	

COMMODITY: MISCELLANEOUS SERVICES, N
 SUBCOMMOD: TESTING AND MONITORING SZ

REQUISITION TOTAL: 231431.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	03299114326201	Capital Projects Design	231431.00
		PROJECT	
		WW0044	100.00
		WWIP Canadian River TMCL	231431.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT X-0910-185 CONTINGENT ON NJA APPROVAL. 6-22-19.



City of Norman, OK

Item 28

Text File

File Number: K-0910-188

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

Introduced: 6/4/2010

Current Status: Consent Item

Version: 1

Matter Type: Contract

TITLE

CONTRACT NO. K-0910-188: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRESIDIO NETWORKED SOLUTIONS, INCORPORATED, IN THE AMOUNT OF \$453,216.75 TO ASSIST WITH THE DESIGN, IMPLEMENTATION AND INSTALLATION OF A MULTIPLE TIERED NETWORK STORAGE AND BACKUP INFRASTRUCTURE PROJECT ALSO INCORPORATING SERVER VIRTUALIZATION.

Motion to approve or reject the contract; and, if approved, authorize the execution thereof.

BODY

BACKGROUND:

The fiscal year 2009-2010 (FYE 2010) budget approved by the City Council in June of 2009 included \$455,500 in Telecommunication Equipment/Computer Hardware, account number 010-3021-419.53-01. These funds were allocated to seek assistance with the design, implementation and installation of a multiple tiered, enterprise network storage and backup solution infrastructure that would also incorporate server virtualization. Implementation of this network infrastructure is required to provide high availability data storage, improved server utilization, and an enterprise backup solution. This new infrastructure will address multiple problems being experienced by current data stores being exhausted, to multiple slow public safety applications performance during data backup windows that render some of these applications almost unusable.

DISCUSSION:

A Request for Proposal (RFP) was advertised via the Norman Transcript and qualified vendors were contacted for distribution of the RFP. Eight (8) companies received a RFP packet. Of those eight, one returned a completed packet and one returned a partial packet. The list of vendors that received an RFP packet and their reasons for not responding are listed below:

- 1) Presidio Networked Solutions, Inc. (Presidio) - Returned a completed RFP packet and met the qualifications outlined within the packet.
- 2) Integrated Solutions Group Technology, Inc. (ISG) - Returned partial pricing in the RFP packet.
- 3) Chickasaw Telecommunications, Inc. - Chose not to respond.
- 4) SMTi Corporation - Chose not to respond.
- 5) eTech Solutions - Could not provide required equipment specified and chose not to respond.
- 6) Epoch Concepts LLC - Their professional services are very limited at this time and couldnt prepare a proposal within the time frame.
- 7) Albert Vallejo - Chose not to respond.
- 8) Dell - Chose not to respond.

The two vendors that did respond and provided pricing for the requested equipment are summarized in the table below. Only one vendor provided itemized pricing in all sections as requested in the RFP. Information is provided in the attached bid tabulation

The RFP had some stringent requirements that are listed below and were necessary to protect the City of Norman and its data given the complexity of the project, sensitivity of the data, the scope of work and timeline for its completion. Though the requirements may be considered stringent, they should not be unique for this type of project.

- The vendor must be a Cisco Systems Partner that is Unified Computing System Advanced Technology Partner (UCS ATP) Certified and able to demonstrate server, EMC2 external storage, and VMware expertise;
- The vendor must be EMC2 Authorized Services Network (ASN) Certified;
- The vendor must provide three (3) references of similar jobs in size, scope and complexity completed within the last five (5) years;
- No single individual shall have unique expertise that is not shared by some other individual available to solve issues and support the City of Norman during this project;
- Any and all sub-contractors must submit and comply with required certifications and qualifications demonstrating technical ability to install and test their proposed systems;
- Any sub-contractor will be required to provide three references of similar jobs in size and scope;
- The vendor must submit a Certificate of Insurance greater than \$1,000,000;
- With the execution and delivery of the contract, the Contractor shall furnish and file with the owner, surety bonds for 100% of the contract for performance and maintenance.

We would not recommend loosening these requirements as it could adversely affect the overall project materials, design, installation and completion. The packet we received from Presidio Networked Solutions, Inc. of Greenbelt, Maryland with offices in Oklahoma City met all of our requirements and provided all requested pricing.

RECOMMENDATION:

Staff recommends approval of Contract No. K-0910-188, for the design, implementation, and installation of a multiple tiered network storage and backup solution incorporating server virtualization and necessary subcontracts as needed by Presidio, Inc. to complete this project. The estimated cost for the storage infrastructure virtualization and backup project including design, necessary hardware and software, implementation and testing is \$453,216.75. Funds for this proposed contract are available in Telecommunication Equipment/Computer Hardware (account number 010-3021-419.53-01).

Bid TABULATION

DESIGN, IMPLEMENTATION, AND INSTALLATION OF A MULTIPLE TIERED
NETWORK
STORAGE AND BACKUP SOLUTION

Vendor Name	Cisco UCS Equipment	EMS Equipment	F5 Equipment	Bonding	Total Price
Presidio ISG	\$174,208.60	209,356.95	\$56,451.05	\$6,600.25	\$453,216.75
ISG	No Bid	240,000.00	\$68,600.00	0.00	\$308,600.00

FORM #5 - DELIVERY AND PRICING

1. Delivery:

- A. Supplier shall perform all services necessary in order that the following project is fabricated and completed in accordance with the contract documents. Installation will follow approval by City of Norman Council on **June 22, 2010** with the entire project and approved locations to be engineered, installed and tested on or before **November 1, 2010**.
- B. Within ten (10) days after being awarded the Purchase Agreement, Supplier shall prepare and submit to City for approval a detailed schedule for Supplier's performance under the Purchase Agreement (the "Supplier's Schedule") as more particularly described in the General Provisions. The Supplier's Schedule shall incorporate the performance requirements of paragraphs 1.A and as set forth in the Contract Documents.
- C. Supplier must be able to deliver the goods and/or services as specified in its RFP. Failure to do so may result in City terminating the Purchase Agreement, pursuing collection under any performance bond, as well as any other damages to which it may be entitled in law and in equity.

2. Pricing:

Supplier agrees to sell the City of Norman the following goods and services according to line item pricing for items listed below. Supplier must state the total price necessary to provide all goods and services, including all shipping (prepaid freight), but excluding all federal excise and local and state sales taxes from which City is exempt. Pricing is based on per unit pricing and should reflect a price for each unit, extended cost and a final total cost.

Part 1 - Cisco UCS Blade Server Solution: Cisco Unified Computing System

#	Part #	Description	Qty	Unit Cost	Extended Cost
1	N20-Z0001	Cisco Unified Computing System	1	0.00	0.00
2	N20-C6508	UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender (Sub-component of Cisco Unified Computing System)	1	2639.56	2639.56
3	N20-B6620-1	UCS B200 M1 Blade Server w/o CPU, memory, HDD, mezzanine (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	4	1299.76	5199.04
4	N20-X00002	2.53GHz Xeon E5540 80W CPU/8MB cache/DDR3 1066MHz (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	8	906.84	7254.72
5	N01-M304GB1	4GB DDR3-1333MHz RDIMM/PC3-10600/dual rank 1Gb DRAMs (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	48	188.76	9060.48
6	N20-AC0002	UCS M81KR Virtual Interface Card/PCIe/2-port 10Gb (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	4	659.56	2638.24
7	A03-D146GA2	146GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	8	246.84	1974.72
8	VMW-VS-ENTP-1A	VMware vSphere Enterprise Plus (1 CPU), 1yr support required (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	8	2883.76	23070.08
9	N1K-VLEM-UCS-1	Nexus 1000V License PAK For 1 Virtual Ethernet Module On UCS (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	8	0.00	0.00
10	N20-BHTS1	CPU heat sink for UCS B200 M1 Blade Server (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	8	0.00	0.00
11	N20-I6584	UCS 2104XP Fabric Extender/4 external 10Gb ports (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	2	1649.56	3299.12

12	N20-PAC5-2500W	2500W power supply unit for UCS 5108 (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	4	411.84	1647.36
13	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	4	0.00	0.00
14	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	4	0.00	0.00
15	N20-FAN5	Fan module for UCS 5108 (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	8	0.00	0.00
16	N01-UAC1	Single phase AC power module for UCS 5108 (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	1	0.00	0.00
17	N20-FW003	UCS 5108 Blade Server Chassis FW package/DO NOT PUBLISH (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	1	0.00	0.00
18	N20-C6508	UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender (Sub-component of Cisco Unified Computing System)	1	2639.56	2639.56
19	N20-I6584	UCS 2104XP Fabric Extender/4 external 10Gb ports (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	2	1649.56	3299.12
20	N20-PAC5-2500W	2500W power supply unit for UCS 5108 (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	4	411.84	1647.36
21	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	4	0.00	0.00
22	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	8	0.00	0.00
23	N20-FAN5	Fan module for UCS 5108 (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	8	0.00	0.00
24	N01-UAC1	Single phase AC power module for UCS 5108 (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	1	0.00	0.00
25	N20-FW003	UCS 5108 Blade Server Chassis FW package/DO NOT PUBLISH (Sub-component of UCS 5108 Blade Server Chassis/0 PSU/8 fans/0 fabric extender)	1	0.00	0.00
26	N10-S6100	UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+ (Sub-component of Cisco Unified Computing System)	2	11549.56	23099.12
27	N10-E0440	4-port 10 GE/4-port 4Gb FC/Expansion module/UCS 6100 Series (Sub-component of UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+)	2	2309.56	4619.12
28	N10-PAC1-550W	550W power supply unit for UCS 6120XP/100-240VAC (Sub-component of UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+)	4	618.20	2472.80
29	CAB-C13-C14-JMPR	Recessed receptical AC power cord 27 (Sub-component of UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+)	4	0.00	0.00
30	N10-MGT003	UCS Manager v1.1.1 (Sub-component of UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+)	2	0.00	0.00
31	N10-SACCA	Accessory kit for UCS 6120XP Fabric Interconnect (Sub-component of UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+)	2	123.20	246.40
32	SFP-10G-SR	10GBASE-SR SFP Module (Sub-component of UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+)	8	657.80	5262.40
33	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter (Sub-component of UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+)	16	92.40	1478.40
34	DS-SFP-FC4G-SW	4 Gbps Fibre Channel-SW SFP, LC (Sub-component of UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+)	8	57.20	457.60
35	CON-SAU-VLEMUCS	SW APP SUPP + UPGR Nexus 1000V License (Service Item - site information required)	8 for 1	0.00	0.00
36	CON-UCS5-1S6100	UC SUPPORT 8X5XNBDOS 6120XP 20PT Fabric Interconnect (Service Item - site information required)	2 for 1 yr(s)	0.00	0.00
37	CON-UCS5-1E0440	UC SUPPORT 8X5XNBDOS 4PT 10GE/4PT 4Gb FC/ExpanMod 6100Series (Service Item - site information required)	2 for 1 yr(s)	0.00	0.00
38	CON-UCS5-2C6508	UC SUPPORT 8X5XNBDOS 5108 Blade Server Chassis (Service Item - site information required)	1 for 1 yr(s)	0.00	0.00
39	CON-UCS5-B66201	UC SUPPORT 8X5XNBDOS B200 M1 Blade Server (Service Item - site information required)	4 for 1 yr(s)	0.00	0.00
40	CON-ISV1-VSENTP1A	ISV 24X7 VMware vSphere EntPlus1CPU 1Yr RQD (Service Item - site information required)	8 for 1 yr(s)	0.00	0.00
41	CON-UCS5-2C6508	UC SUPPORT 8X5XNBDOS 5108 Blade Server Chassis (Service Item - site information required)	1 for 1 yr(s)	0.00	0.00

42	X2-10GB-SR=	10GBASE-SR X2 Module	4	1157.10	4628.40
43	WS-X6704-10GE=	Cat6500 4-port 10 Gigabit Ethernet Module (req. XENPAKs)	2	11600.00	23200.00

(Hardware) Cisco Subtotal: \$129,833.60

Cisco Installation: \$44,375.00

Cisco Grand Subtotal: \$174,208.60

Part 2 - EMC2 Storage

#	Part #	Description	Qty	Unit Cost	Extended Cost
1	PS-BAS-PMBLK	COMMERCIAL PMGMT 4HRS QS	2	1801.27	3602.54
2	PS-BAS-SABLK	COMMERCIAL SA 4HOURS QS	1	1081.27	1081.27
3	NS122-A	NS-120 INT-2DM-4GB-4 CU GIGE PORTS (FACTORY)	1	6640.50	6640.50
4	CX4-RACK-40U	CX4 40U RACK	1	2077.64	2077.64
5	NS4-4PDAE	4G DAE FACTORY OR FIELD INSTALL	3	2918.59	8755.77
6	NS120-CS	NS-120 CONTROL STATION (FACTORY INSTALL)	1	2092.70	2092.70
7	NS120-AUXF	NS-120 CAPTIVE ARRAY NO ISCSI. 8 FC PORTS	1	5293.04	5293.04
8	V-NS4-14615K	VAULT PACK WITH CX4 SERIES 146GB 15K 4GB DRIVES Q	1	3296.05	3296.05
9	NS-4G15-450	450GB 15K 520BPS 12V 4GB FC	24	1181.85	28364.40
10	NS-4G15-450HS	450GB 15K 520BPS 12V 4GB FC HS	1	1181.85	1181.85
11	NS-SA07-020HS	2TB 7200RPM SATA II DISK W/4GB FC HOT SPARE	1	1436.71	1436.71
12	NS-SA07-020	2TB 7200RPM SATA II DISK W/4GB FC	14	1436.71	20113.94
13	NS122-AUXCBL2	NS-122 CABLE KIT 2 SPS DUAL BLADE	1	363.48	363.48
14	PW40U-60-US	RACK-40U-60 PWR CORD US	1	568.88	568.88
15	NAVAGT-WINKIT	NAVI AGENT WINDOWS MEDIA	1	0.00	0.00
16	NAV4-KIT	Navisphere Manager CX4 Media Kit	1	0.00	0.00
17	NS120-DCD	CELERRA NS-120 DOCUMENT AND CD	1	0.00	0.00
18	SV4-KIT	SNAPVIEW KIT FOR CX4 FAMILY	1	0.00	0.00
19	40UC-SECURE2	CLRN 40UC ANTI-MOVE KIT	1	494.68	494.68
20	MODEM-US	UNITED STATES MODEM	1	0.00	0.00
21	NAS-MGR-L	MANAGER ADVANCED EDITION	1	5738.25	5738.25
22	CX412C-KIT	CX4-120 DOCS COMMON RTU & POWERPATH	1	0.00	0.00
23	NS120-REPV2-L	NS-120 CELERRA REPLICATOR V2 LICENSE	1	3710.08	3710.08
24	SV4-120	SNAPVIEW FOR CX4-120	1	2918.59	2918.59
25	456-101-666	RM Agent License	3	2251.86	6755.58
26	456-101-628	RM Server License	1	1022.69	1022.69
27	PS-BAS-INGUI	RACK & STACK WITH CSA INSTALL	1	1472.20	1472.20
28	PS-BAS-IMCIFS	6 FS CIFS IMPLEMENTATION	2	2504.57	5009.14
29	PS-BAS-AD4HFC	ADD OF 4 FIBRE CHANNEL HOSTS	1	3345.52	3345.52
30	PS-BAS-ADREP	EMC CELERRA QUICKSTART: CELERRA REPLICATOR MODULE	1	5648.99	5648.99
31	PS-BAS-ERM	Replication Manager QuickStart	1	6463.06	6463.06
32	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	1	13525.11	13525.11
33	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW	1	467.79	467.79
34	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	1	0.00	0.00
35	NS120-SPS	NS-120 OPTIONAL SECOND SPS. FACTORY INSTALL	1	608.67	608.97
36	NS120-CIFS-L	CELERRA NS-120 CIFS LICENSE	1	0.00	0.00
37	NAV-NS120	NAVI MGR LICENSE FOR FC ENABLED NS-120	1	2584.15	2584.15
38	NS120-NBOPT-L	NS-120 NATIVE BLOCK ENBL UP TO 120 DRVS	1	1088.29	1088.29
39	NS120-UNIX-L	CELERRA NS-120 UNIX NFS LICENSE	1	2473.38	2473.38
40	M-PRESW-014	PREMIUM SOFTWARE SUPPORT - OPEN/ELM	1	5367.24	5367.24
41	MDS-PW8-US	Qty 2 9216 9120 9124 9140 Power Cord US	2	0.00	0.00
42	FC10M-50MLC	FCHNL 10M 50/125 LC-LC	16	172.06	2752.96
43	MDS-9124	4GB 8-PORT FC SWITCH	2	1927.09	3854.18
44	PS-BAS-BCDINS	INSTALL ONLY DEPARTMENTAL SWITCHES	1	658.14	658.14

45	M-PREHW-001	PREMIUM HARDWARE SUPPORT	1	541.99	541.99
46	MDS-9124-PWR	OPTIONAL POWER SUPPLY	2	240.89	481.78
47	MDS-9124-4GSW	4GB FC SW OPTIC	2	496.83	993.66
48	MDS-9124-8	4GB 8-PORT FC OPTIC KIT	2	1144.21	2288.42
49	NS121-A	NS-120 INT-1DM-4GB-4 CU GIGE PORTS (FACTORY)	1	1401.23	1401.23
50	CX4-RACK-40U	CX4 40U RACK	1	2077.64	2077.64
51	NS4-4PDAE	4G DAE FACTORY OR FIELD INSTALL	1	2918.59	2918.59
52	NS120-CS	NS-120 CONTROL STATION (FACTORY INSTALL)	1	2092.70	2092.70
53	NS120-AUXF	NS-120 CAPTIVE ARRAY NO ISCSI. 8 FC PORTS	1	5293.04	5293.04
54	V-NS4-1K72K	VAULT PACK W CX4 SERIES 1TB 7200 SATA DRIVES QTY 5	1	3784.28	3784.28
55	NS-SA05-020	2TB 5400RPM SATA II DISK W/4GB FC	9	1347.46	12127.14
56	NS-SA05-020HS	2TB 5400RPM SATA II DISK W/4GB FC HOT SPARE	1	1347.46	1347.46
57	NS121-AUXCBL1	NS-121 CABLE KIT 1 SPS	1	318.31	318.31
58	PW40U-60-US	RACK-40U-60 PWR CORD US	1	568.88	568.88
59	NS120-DCD	CELERRA NS-120 DOCUMENT AND CD	1	0.00	0.00
60	NAVAGT-WINKIT	NAVI AGENT WINDOWS MEDIA	1	0.00	0.00
61	40UC-SECURE2	CLRN 40UC ANTI-MOVE KIT	1	494.68	494.68
62	NAV4-KIT	Navisphere Manager CX4 Media Kit	1	0.00	0.00
63	MODEM-US	UNITED STATES MODEM	1	0.00	0.00
64	NS120-REPV2-L	NS-120 CELERRA REPLICATOR V2 LICENSE	1	3710.08	3710.08
65	CX412C-KIT	CX4-120 DOCS COMMON RTU & POWERPATH	1	0.00	0.00
66	PS-BAS-INGUI	RACK & STACK WITH CSA INSTALL	1	1472.20	1472.20
67	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	1	2069.04	2069.04
68	NS120-CIFS-L	CELERRA NS-120 CIFS LICENSE	1	0.00	0.00
69	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW	1	155.93	155.93
70	NAV-NS120	NAVI MGR LICENSE FOR FC ENABLED NS-120	1	2584.14	2584.14
71	NS120-NBOPT-L	NS-120 NATIVE BLOCK ENBL UP TO 120 DRVS	1	1088.29	1088.29

EMC Subtotal: \$209,356.95

Part 3 – F5 Data Management

#	Part #	Description	Qty	Unit Cost	Extended Cost
1	F5ARX500+	ARX SWITCH ARX500 2PORT SINGLE	2	20361.70	40723.40
2	F5SVCARXPREL13	ARX SERVICE 1000/500 PREMIUM	2	2714.89	5429.78
3	F5INSTARX	ARX INSTALLATION	1	10297.87	10297.87

F5 Subtotal: \$56,451.05

Part 4 – Bonding

#	DESCRIPTION	QTY	TOTAL COST
1	Cost for Performance Bond (Owner may elect to require or not require)	1 LSUM	\$6,600.25
2	Cost for Maintenance Bond (Owner may elect to require or not require)	1 LSUM	\$6,600.25

Part 5 – Total Pricing Options

TOTAL PRICE: (MINUS BONDING) (UNIT PRICES ABOVE STILL MUST BE FILLED IN.)	\$440,016.60
TOTAL COST OF PROJECT INCLUDING BONDING: (Owner may elect to require or not require).	\$453,216.75

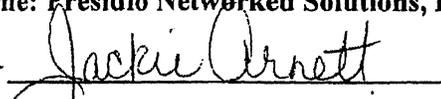
IN WITNESS WHEREOF, this Offer has been executed in multiple copies on the dates set forth below to

IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

be effective for 60 days from date of RFP opening.

Supplier name: Presidio Networked Solutions, Inc.

Sign Here ▶



ATTEST:

Printed Name: Jackie Arnett

Title: Executive Director

Corporate Secretary

Date: 25 May 2010

Presidio Networked Solutions, Inc. 7601 Ora Glen Dr., Ste 100, Greenbelt, MD 20770
Company Name [Please Print] Address City State Zip Code

(301) - 313-2000
Telephone Number

(301) - 313-0820
Fax Number

jarnett@presidio.com
Email Address

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2010, by and between Presidio Networked Solutions, Inc., as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Request for Proposals 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:

CITY OF NORMAN STORAGE INFRASTRUCTURE VIRTUALIZATION PROJECT

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 Request for Proposals, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit: FOUR HUNDRED FIFTY THREE THOUSAND, TWO HUNDRED SIXTEEN DOLLARS AND SEVENTY-FIVE CENTS (\$ 453,216.75);

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 Request for Proposal Notice published in the Norman Transcript, the Request for Proposal, the Contractor's Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-0910-188

Page 1 of 5

- 2) The CITY 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 engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, 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 CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the CITY.

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

- 3) It is further agreed that the CONTRACTOR will commence said work within 5 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 130 calendar days following receipt of said NOTICE-TO-PROCEED.
- 4) That the CITY 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.
 - 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 Agreement.

- 5) That the CITY 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 CITY; and that in the event any additional work 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 CITY, the CONTRACTOR shall be compensated therefor at the unit price and 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 CITY 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 therefor by the CITY.
- 9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project.
- 11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the 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 CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

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

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE)

Jackie Arnett, Executive Director, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Jackie Arnett

Submitted and sworn to before me this 16th day of June, 2010.

Portia Speight
Notary Public

My Commission Expires:

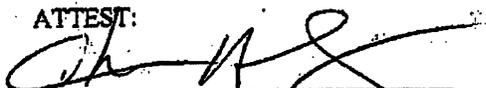
Aug 10, 2013

PORTIA SPEIGHT
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
COMMISSION EXPIRES AUGUST 10, 2013

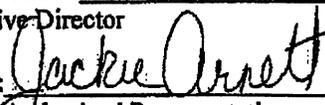
IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 16th day of June, 2010, and the _____ day of _____, 20__.

(Corporate Seal) (where applicable)

ATTEST:



Corporate Secretary (where applicable)

Jackie Arnett
Executive Director
Signed: 
Authorized Representative
Executive Director
Title

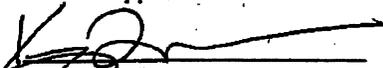
Address: 7601 Ora Glen Dr., Ste 100

Greenbelt, MD 20770

Telephone: 301-313-2000

CITY OF NORMAN

Approved as to form and legality this 16 day of June, 2010



City Attorney

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

ATTEST:

City Clerk

Mayor



City of Norman, OK

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

Text File

File Number: R-0910-136

Introduced: 6/1/2010

Current Status: Consent Item

Version: 1

Matter Type: Resolution

Title

RESOLUTION NO. R-0910-136: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$223,810 FROM THE GENERAL FUND BALANCE FOR PAYMENT OF ON-THE-JOB INJURY (OJI) MEDICAL BILLS; AND (2) APPROPRIATION OF GENERAL FUND BALANCE FOR PAYMENT OF ORDERS/SETTLEMENTS IN THE WORKERS' COMPENSATION ACCOUNT AND OTHER RELATED WORKERS' COMPENSATION FEE ACCOUNTS.

Motion to adopt or reject the resolution.

Body

BACKGROUND:

The City of Norman is self-insured for its Workers' Compensation and liability claim costs and pays such costs from the General Fund within its own cost center. This cost center receives its revenues through "charges" to the other City cost centers within the General Fund and the City Funds (i.e., utility enterprise funds, etc.) to offset the payments made to settle medical costs for on-the-job injuries, Workers' Compensation awards and settlements. As noted below, the costs for these expenses have been increasing and have exceeded budget allocations.

It is necessary to seek a supplemental appropriation this Fiscal Year to cover actual and anticipated Workers' Compensation costs. As of May 31, 2010, Workers' Compensation accounts for OJI medical, weekly payments, awards and settlements had an available balance of \$15,882. This balance will be depleted before the end of the Fiscal Year.

Workers' Compensation Court Award Orders are due and payable within twenty (20) days of the date the Order is filed. In addition, Workers' Compensation claim settlements are funded in the same Fiscal Year in which the settlement is approved.

DISCUSSION:

The OJI account balances and Workers' Compensation account balances are set yearly by City Council. Those funds are then dispersed to the individual accounts in the Workers' Compensation cost center based on past year's expenditures. The revised budget for all Workers' Compensation expenditures during this Fiscal Year was \$1,214,500. The total amount of funds expended and encumbered through Period 11 is \$1,198,618 while some account balances in the Workers' Compensation cost center appear to have adequate balances to complete the fiscal year, three areas are in need of supplemental appropriation to complete the Fiscal Year. Those areas are addressed below.

OJI Medical Bills & Weekly Payments: The revised budget for FYE10 for OJI medical bills and weekly payments was \$682,510. The total expended and encumbered through Period 11 is

\$677,077 Overall, OJI medical and weekly payment expenses are higher as of the end of Period 11 when compared to the prior year. These are approximately 15%, or \$88,071, more than the prior year. Approximately \$25,000 of this increase is due to resolution of an OJI grievance alleging a work-related disease which has been determined compensable in similar Workers' Compensation cases litigated by other Oklahoma cities. An additional \$50,000 is anticipated in medical bills in June for this situation. It is anticipated that an additional \$145,430 is needed to complete the current fiscal year. This supplemental appropriation would make the total for FYE10 \$827,940 for these categories.

WCC Orders/Settlement Payments: The revised budget for FYE10 for Workers' Compensation orders and settlements was \$460,742. To date, expenditures and encumbrances through Period 11 total \$460,742. An appropriation is needed to satisfy pending litigation for the remaining fiscal year. It is anticipated that Court awards and settlements for the remainder of the Fiscal Year will be approximately \$72,810.

Administrative Expenses: In addition to the Orders and Settlements account there are other expenses associated with every case that creates an additional cost to the City. These expenses include Workers' Compensation Administrative Tax (2% of award), Special Occupational and Health Tax (.75% of award), Workers' Compensation filing fees (\$75), Cleveland County District Court filing fees (\$119.30), and mileage reimbursement. An additional \$5,570 is needed to complete the current fiscal year. Budgeted and actual expenses for the Workers' Compensation costs center during FYE 2010 are depicted in Attachment A.

Analysis of Increased Expenses: The increase in Workers' Compensation expenses can be attributed to several factors. There has been a 16.7% increase in OJIs since FYE 2006. This is due in part an aging workforce which has contributed to the severity of the injuries and length of employee recovery time. In addition, increased recovery time results in increased temporary total disability ("TTD") payments which are paid during the time an employee is recovering from an on-the-job injury. The state legislature raised both temporary total disability rates and permanent partial disability ("PPD") rates on October 1, 2008 by 15.5%.

The increase in OJIs also caused an increase in the number of court awards which have risen 22%. The current composition of the Court has attributed to higher court awards with employees receiving more for an OJI now than they would have five years ago. Moreover, medical treatment costs are reviewed annually by the Court with Workers' Compensation medical rates being increased yearly. This growth has also been reflected in the City's rising medical costs. At the end of Period 11 the City has already seen a 17% increase in medical costs from last fiscal year with 5%- of this increase being attributed to resolution of the OJI grievance mentioned above. Discussion with other Oklahoma municipalities, including the City of Edmond, indicates that a rise in OJI/Workers' Compensation expenses has occurred for employers. This increase in OJI/Workers' Compensation expenses are also denoted in Attachment B.

STAFF RECOMMENDATION:

It is recommended that the City Council approve the appropriation of \$223,810 from the General Fund Balance to complete payments of medical bills and weekly payments for OJI injuries and payment of settlements/awards for Workers' Compensation Claims as follows:

Appropriation of \$223,810 from the General Fund Balance (010-0000-253.20-00)
Transfer \$145,430 to OJI Medical (010-3002-415.40-18)
Transfer \$5,570 to Administrative Expenses (010-3002-415.47-03)
Transfer \$72,810 to WC Orders/Settlements (010-3002-415.21-31)

ATTACHMENT A
 BUDGETED AND ACTUAL EXPENSES
 WORKERS' COMPENSATION COSTS CENTER

Item	Revised Budget	FYE 05-09 Exp.	Exp. Thru 5/31	Add'l Needed	Projected
Settlements/Orders	\$460,742	\$317,323	\$460,742	\$72,810	\$533,552
Weekly Payments	\$179,976	\$216,770	\$178,021	\$55,800	\$235,776
Medical & Prescriptions	\$502,534	\$383,532	\$499,056	\$89,630	\$592,164
Admin Expenses	\$71,248	\$51,624	\$60,799	\$5,570	\$76,818
Total	\$1,214,500	\$969,249	\$1,198,618	\$223,810	\$1,438,310

ATTACHMENT B
INCREASE IN OJI/WORKERS' COMPENSATION EXPENSES

Fiscal Year Ending	Initial Budget Allocation	Actual Expenses
2005	\$604,893	\$696,876
2006	\$604,893	\$750,016
2007	\$604,893	\$972,554
2008	\$765,393	\$1,122,120
2009	\$1,214,500	\$1,304,676
2010	\$1,214,500	\$1,438,310*

* FYE 2010 Expenses estimated based on actual costs to date and pending claims.

Resolution

R-0910-136

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$223,810 FROM THE GENERAL FUND BALANCE FOR PAYMENT OF WORKERS' COMPENSATION MEDICAL AND EXPENSES.

- § 1. WHEREAS, Workers' Compensation medical expenses are required to be paid within the fiscal year in which they occur; and
- § 2. WHEREAS, the City has seen an increase in on-the-job injuries, recovery time, medical costs, and temporary total disability and permanent partial disability rates; and
- § 3. WHEREAS, it is anticipated an additional \$223,810 is needed for medical expenses to pay medical bills and expenses related to settlements for the remainder of FYE 2010; and
- § 4. WHEREAS, it is now necessary to appropriate funds as described below.

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

- § 5. That the following appropriations be made for the reasons as stated above:

<u>Account Name</u>	<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Workers' Compensation/Medical	010-0000-253.20-00	010-3002-415.40-18	\$145,430
District Court Filing Fees	010-0000-253.20-00	010-3002-415.47-03	\$ 5,570
Orders/Settlements	010-0000-253.20-00	01-3002-415.21-31	\$ 72,810

PASSED AND ADOPTED this 22nd day of June, 2010.

Mayor

ATTEST:

City Clerk





City of Norman, OK

Item 30

Text File

File Number: R-0910-138

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

Introduced: 6/7/2010

Current Status: Consent Item

Version: 1

Matter Type: Resolution

Title

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON AUGUST 24, 2010.

Motion to adopt or reject the resolution.

Resolution

R-0910-138

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON AUGUST 24, 2010.

- § 1. WHEREAS, Title 26 of the Oklahoma Statutes, §13-102, requires Notice of Election be given to the Secretary of the Cleveland County Election Board by Resolution of the City Council; and
- § 2. WHEREAS, the purpose of the Special Election is set forth in Ordinance Nos. O-0910-37, O-910-38, and O-0910-39 which are incorporated herein by reference; and
- § 3. WHEREAS, the Special Election is to be conducted on the 24th day of August, 2010.

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

- § 4. That notice be given of the Special Election by transmittal of this Resolution to the Secretary of the Cleveland County Election Board.

PASSED AND ADOPTED this 22nd day of June, 2010.

Mayor

ATTEST:

City Clerk



AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-0910-39, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2012 AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012; PROVIDING FOR AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the rates for sanitation service provided in the City of Norman and currently in effect in the City were last increased in July of 2004;
- § 2. WHEREAS, costs of providing sanitation service has increased since the last rate increase making it necessary to adjust the sanitation service rates to keep the projected revenues within projected expenditures in the sanitation fund and to cover the cost of providing for sanitation service in the City.

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

- § 3. That should the voters approve the rate increase in sanitation services set out in Ordinance No. O-0910-39, then Section 21-111 of Chapter 21 of the Code of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

Section 21-111. Rates for sanitation service.

(a) For one (1) roll-out cart supplied by City (of any size), and for thirty-two gallon or less containers supplied by customer for yard waste pickup;

- (1) Apartment units, twelve dollars and fifty cents (\$12.50) per month effective October 1, 2010 through June 30, 2011, thirteen dollars and fifty cents (\$13.50) per month effective July 1, 2011 through June 30, 2012, and fourteen dollars and fifty cents (\$14.50) per month effective July 1, 2012 .
- (2) Other residences and mobile homes, twelve dollars and fifty cents (\$12.50) per month effective October 1, 2010 through June 30, 2011, thirteen dollars and fifty cents (\$13.50) per month effective July 1, 2011 through June 30, 2012, and fourteen dollars and fifty cents (\$14.50) per month effective July 1, 2012.

- (3) Apartment, residential, and mobile home users under sections (1) and (2) 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, nine dollars and thirty-eight cents (\$9.38) per month effective October 1, 2010 through June 30, 2011, ten dollars and thirteen cents (\$10.13) per month effective July 1, 2011 through June 30, 2012, and ten dollars and eighty-eight cents (\$10.88) per month effective July 1, 2012.
- (4) Apartment, residential and mobile home users under sections (1) and (2) above, desiring more than one (1) roll-out cart supplied by City, will be charged an additional monthly administrative fee for each additional roll-out cart. The administrative fee will be on file in the City Clerk's office.
- (5) Commercial users not utilizing packer containers shall be provided large roll-out carts, each cart containing approximately ninety-six (96) gallons:
- a. Seventeen dollars and ninety-three cents (\$17.93) per month per business unit effective October 1, 2010 through June 30, 2011, nineteen dollars and ten cents (\$19.10) per month per business unit effective July 1, 2011 through June 30, 2012, and twenty dollars and twenty-five cents (\$20.25) effective July 1, 2012, not to exceed collection of four (4) large roll-out carts per month.
 - b. Five dollars and nineteen cents (\$5.19) for each additional large roll-out cart per month effective October 1, 2010 through June 30, 2011, five dollars and fifty-three cents (\$5.53) for each additional large roll-out cart per month effective July 1, 2011 through June 30, 2012, and five dollars and eighty-six cents (\$5.86) for each additional roll-out cart per month effective July 1, 2012, over four (4) and up to seventeen (17) large roll-out carts per month.
 - c. Two dollars and sixty-three cents (\$2.63) effective October 1, 2010 through June 30, 2011, two dollars and eighty cents (\$2.80) effective July 1, 2011 through June 30, 2012, and two dollars and ninety-seven cents (\$2.97) effective July 1, 2012 for each additional large roll-out cart greater than seventeen (17) per month.
- (b) For commercial packer containers:
- (1) 2-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$47.58 monthly minimum, \$6.43 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$50.68 monthly minimum, \$6.85 per yard per special pickup
 - iii. Effective July 1, 2012: \$53.72 monthly minimum, \$7.26 per yard per

special pickup

- (2) 3-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$60.56 monthly minimum, \$5.44 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$64.50 monthly minimum, \$5.79 per yard per special pickup
 - iii. Effective July 1, 2012: \$68.37 monthly minimum, \$6.14 per yard per special pickup

- (3) 4-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$71.37 monthly minimum, \$4.70 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$76.01 monthly minimum, \$5.01 per yard per special pickup
 - iii. Effective July 1, 2012: \$80.57 monthly minimum, \$5.31 per yard per special pickup

- (4) 5-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$82.19 monthly minimum, \$4.33 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$87.53 monthly minimum, \$4.62 per yard per special pickup
 - iii. Effective July 1, 2012: \$92.78 monthly minimum, \$4.90 per yard per special pickup

- (5) 6-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$88.67 monthly minimum, \$4.09 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$94.43 monthly minimum, \$4.35 per yard per special pickup
 - iii. Effective July 1, 2012: \$100.10 monthly minimum, \$4.61 per yard per

special pickup

- (6) 8-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$103.81 monthly minimum, \$3.71 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$110.56 monthly minimum, \$3.95 per yard per special pickup
 - iii. Effective July 1, 2012: \$117.19 monthly minimum, \$4.19 per yard per special pickup
 - (7) 10-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$118.94 monthly minimum, \$3.46 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$126.67 monthly minimum, \$3.68 per yard per special pickup
 - iii. Effective July 1, 2012: \$134.27 monthly minimum, \$3.90 per yard per special pickup
 - (8) 12-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$134.09 monthly minimum, \$3.21 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$142.81 monthly minimum, \$3.42 per yard per special pickup
 - iii. Effective July 1, 2012: \$151.38 monthly minimum, \$3.62 per yard per special pickup
- (c) For compactors:
- (1) 38-yard compactor unit
 - i. Effective October 1, 2010 through June 30, 2011: \$363.34 monthly service charge, plus \$8.54 per yard per pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$386.96 monthly service charge, plus \$9.09 per yard per pickup

iii. Effective July 1, 2012: \$410.17 monthly service charge, plus \$9.64 per yard per pickup

(2) Charges for other size compactor units shall be established by the City Controller, using current operating costs as a guide.

* * *

§ 4. Effective Date. The rates described above shall be effective for all billings issued on or after the 1st day of October, 2010, and thereafter conditioned upon said rate increase being approved by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 24th day of August, 2010.

§ 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, except, that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Mayor

Mayor

ATTEST:

City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-0910-39, INCREASING WATER RATES FOR RESIDENTIAL USERS BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the rates for water service provided in the City of Norman and currently in effect in the City were last increased in May of 2006;
- § 2. WHEREAS, costs of providing water service has increased since the last rate increase making it necessary to adjust the water service rates to keep the projected revenues within projected expenditures in the water fund and to cover the cost of providing for water service in the City.

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

- § 3. That should the voters approve the rate increase in water service set out in Ordinance No. O-0910-39, then Section 21-113 of Chapter 21 of the Code of Ordinances of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

Sec. 21-113. Rates for water service.

(a) The water rates and charges hereinafter enumerated shall be collected for the purposes of providing funds for the continued operation, improvement, servicing and maintenance of the City water system and for other municipal governmental purposes.

(b) The following rates shall apply to each residence, mobile home, or other single-family dwelling unit, apartment, townhouse or dwelling metered users:

Effective October 1, 2010 through June 30, 2011:

- (1) \$4.00 base fee;
- (2) \$2.25/M up to 5,000 gallons;
- (3) \$2.60/M for 5,001 to 15,000 gallons;
- (4) \$3.25/M for 15,001 to 20,000 gallons;
- (5) \$5.50/M over 20,000 gallons.

Effective July 1, 2011 through June 30, 2012:

- (1) \$4.00 base fee;
- (2) \$2.40/M up to 5,000 gallons;
- (3) \$2.75/M for 5,001 to 15,000 gallons;
- (4) \$3.40/M for 15,001 to 20,000 gallons;
- (5) \$5.70/M over 20,000 gallons

Effective July 1, 2012:

- (1) \$4.00 base fee;
- (2) \$2.55/M up to 5,000 gallons;
- (3) \$2.90/M for 5,001 to 15,000 gallons;
- (4) \$3.55/M for 15,001 to 20,000 gallons;
- (5) \$5.85/M over 20,000 gallons

(c) The base rate and the first 5,000 gallons of usage for apartment, residential, and mobile home users under section (b) 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, will be calculated at a reduction of twenty-five percent (25%).

(d) The following rates shall apply to each business, industrial, or commercial establishment:

- (1) A \$4.00 base fee plus an administratively set surcharge for those meters that are larger than the standard meter size; and
- (2) Effective October 1, 2010 through June 30, 2011: \$2.50/M gallons
- (3) Effective July 1, 2011 through June 30, 2012: \$2.75/M gallons
- (4) Effective July 1, 2012: \$2.95/M gallons

§ 4. Effective date. The rates described above shall be effective for all billings issued on or after the 1st day of October, 2010, and thereafter conditioned upon said rate increase being approved by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 24th day of August, 2010.

§ 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, except, that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Mayor

Mayor

ATTEST:

City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE 24TH DAY OF AUGUST 2010, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-0910-37 WHICH ORDINANCE AMENDS SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2012 AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012 AND THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-0910-38 WHICH ORDINANCE AMENDS SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE WATER RATES BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE

SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. Proposition. That the Mayor of the City of Norman, Oklahoma, or in his absence or incapacity, the duly qualified Mayor Pro Tem, be and hereby is authorized and directed to call a special election to be held in the City of Norman, Oklahoma, on the 24^h day of August, 2010, for the purpose of submitting to the registered, qualified voters of said City of Norman, Oklahoma, for their approval or rejection the following propositions:

PROPOSITION I

SHALL ORDINANCE NO. O-0910-37 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2012 AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012 BE APPROVED?

PROPOSITION II

SHALL ORDINANCE NO. O-0910-38 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN BY INCREASING WATER RATES FOR RESIDENTIAL USERS OF WATER BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30,

2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012, THEREBY INCREASING THE MONTHLY GALLON USAGE RATES FOR WATER SERVICE AS FOLLOWS BE APPROVED?

*RESIDENTIAL AND NON-BUSINESS METER (RATE PER THOUSAND)
PROPOSED RATE*

	October 1, 2010 – June 30, 2011	July 1, 2011 – June 30, 2012	Effective July 1, 2012
FIRST 5,000 GALLONS	\$ 2.25	\$ 2.40	\$ 2.55
5,001 TO 15,000 GALLONS	\$ 2.60	\$ 2.75	\$ 2.90
15,001 TO 20,000 GALLONS	\$ 3.25	\$ 3.40	\$ 3.55
OVER 20,000 GALLONS	\$ 5.50	\$ 5.70	\$ 5.85

*BUSINESS, INDUSTRIAL OR COMMERCIAL RATES (RATE PER THOUSAND)
PROPOSED RATE*

	October 1, 2010 – June 30, 2011	July 1, 2011 – June 30, 2012	Effective July 1, 2012
ALL USAGES	\$ 2.50	\$ 2.75	\$ 2.95

- § 2. That such call for said election shall be by Special Election Proclamation and Notice, signed by the Mayor or Mayor Pro Tem and attested to by the City Clerk, setting forth the proposition to be voted on; that the ballots set forth in the proposition be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be made to and canvassed by the Cleveland County Election Board.
- § 3. That the number and location of the polling places and the persons who conduct the elections shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in the City of Norman, Oklahoma.
- § 4. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling such special election is hereby approved in all respects, and that the Mayor or Mayor Pro Tem is hereby authorized to execute said special election proclamation on behalf of the City, and the City Clerk is hereby authorized to attest and affix the seal of said City to said Special Election Proclamation and Notice and cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.
- § 5. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and a copy of the Special Election Proclamation and Notice of Election upon the

office of the Cleveland County Election Board, not less than sixty (60) days prior to the date of the election.

ADOPTED this _____ day of
_____, 2010.

NOT ADOPTED this _____ day of
_____, 2010.

Mayor

Mayor

ATTEST:

City Clerk

**SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION**

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-0910-39 dated _____, 2010, authorizing the calling of an election on the Proposition hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 24th day of August, 2010, for the purpose of submitting to the registered qualified voters in said City the proposed Proposition:

PROPOSITION I

SHALL ORDINANCE NO. O-0910-37 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2012 AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012 BE APPROVED?

PROPOSITION II

SHALL ORDINANCE NO. O-0910-38 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN BY INCREASING WATER RATES FOR RESIDENTIAL USERS OF WATER BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012, THEREBY INCREASING THE MONTHLY GALLON USAGE RATES FOR WATER SERVICE AS FOLLOWS BE APPROVED?

*RESIDENTIAL AND NON-BUSINESS METER (RATE PER THOUSAND)
PROPOSED RATE*

	October 1, 2010 – June 30, 2011	July 1, 2011 – June 30, 2012	Effective July 1, 2012
FIRST 5,000 GALLONS	\$ 2.25	\$ 2.40	\$ 2.55
5,001 TO 15,000 GALLONS	\$ 2.60	\$ 2.75	\$ 2.90
15,001 TO 20,000 GALLONS	\$ 3.25	\$ 3.40	\$ 3.55
OVER 20,000 GALLONS	\$ 5.50	\$ 5.70	\$ 5.85

*BUSINESS, INDUSTRIAL OR COMMERCIAL RATES (RATE PER THOUSAND)
PROPOSED RATE*

	October 1, 2010 – June 30, 2011	July 1, 2011 – June 30, 2012	Effective July 1, 2012
--	------------------------------------	---------------------------------	---------------------------



City of Norman, OK

Item 31

Text File

File Number: P-0910-31

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

Introduced: 6/7/2010

Version: 1

Current Status: Consent Item

Matter Type: Proclamation

Title

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF JUNE 21 THROUGH 27, 2010, AS AMATEUR RADIO WEEK IN THE CITY OF NORMAN.

Motion to acknowledge receipt of the proclamation and direct the filing thereof.

Proclamation

P-0910-31

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF JUNE 21 THROUGH 27, 2010, AS AMATEUR RADIO WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, the Amateur Radio operators of Norman, Oklahoma, have demonstrated their value in public assistance by providing emergency radio communications; and
- § 2. WHEREAS, these Amateur Radio operators donate these services free of charge to the City, in the interest of the citizens of the City as well as the State; and
- § 3. WHEREAS, these Amateur Radio operators are on alert for any emergency and practice their communication skills during the American Radio Relay League's Field Day exercise; and
- § 4. WHEREAS, this year's Amateur Radio Field Day will take place June 26 and 27, 2010, and is an exercise for emergency preparedness conducted in conjunction with amateur radio operators throughout the United States; and
- § 5. WHEREAS, the City of Norman recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the Skywarn Program of the U.S. Government Weather Bureau; and
- § 6. WHEREAS, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, bike-a-thons, walk-a-thons, fairs, and other charitable events.

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

- § 7. Do hereby proclaim the week of June 21 through 27, 2010, as Amateur Radio Week in the City of Norman, in recognition of this important emergency preparedness exercise, and call upon all citizens to pay tribute to the Amateur Radio operators of our City.

PASSED AND APPROVED this 22nd day of June, 2010.

Mayor

ATTEST:

City Clerk





City of Norman, OK

Item 32

Text File

File Number: P-0910-32

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

Introduced: 6/8/2010

Version: 1

Current Status: Consent Item

Matter Type: Proclamation

title

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA PROCLAIMING THE WEEK OF JUNE 30 THROUGH JULY 4, 2010, AS VIETNAM VETERANS' RECOGNITION AND REMEMBRANCE WEEK IN THE CITY OF NORMAN.

Motion to acknowledge receipt of the proclamation and direct the filing thereof.

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA PROCLAIMING THE WEEK OF JUNE 30 THROUGH JULY 4, 2010, AS VIETNAM VETERANS' RECOGNITION AND REMEMBRANCE WEEK IN THE CITY OF NORMAN

- § 1. WHEREAS, during the period 1959 to 1975, American men and women were engaged in the Vietnam War, the longest military conflict in U.S. history, and,
- § 2. WHEREAS, all American veterans devoted to liberty and freedom have answered the nation's call to arms helping gain freedom for countries thousands of miles away, and
- § 3. WHEREAS, we believe that the blessings of liberty require constant vigilance and sacrifice, and,
- § 4. WHEREAS, every citizen of this great nation owes a debt of gratitude to those who served their country so selflessly, and,
- § 5. WHEREAS, these brave Soldiers, Sailors, Airmen, Marines and Coast Guardsmen were the beloved sons and daughters of our land, and,
- § 6. WHEREAS, more than 58,000 Americans in Vietnam made the supreme sacrifice, laying down their lives so others could live free, and,
- § 7. WHEREAS, the City of Norman in partnership with the Oklahoma National Guard, Primrose Funeral Service, and Sunset Memorial Cemetery, is honoring Vietnam Veterans by displaying the Dignity Memorial Vietnam Wall from June 30th to July 4th, 2010, at Reaves Park.

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

- § 8. Do hereby proclaim June 30th through July 4th, 2010, Vietnam Veterans Recognition and Remembrance week in the City of Norman and encourage all citizens to remember and honor their sacrifices by expressing gratitude to those who gave so much to preserve democracy.

PASSED AND APPROVED THIS 22nd day of June 2010.

Mayor

ATTEST:





City of Norman, OK

Item 34

Text File

File Number: R-0910-96

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

Introduced: 5/26/2010

Version: 1

Current Status: Non-Consent Items

Matter Type: Land Use Plan
Resolution

Title

RESOLUTION NO. R-0910-96: 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-0910-8**, SO AS TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION NINE, TOWNSHIP EIGHT NORTH, RANGE TWO WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE MEDIUM DENSITY RESIDENTIAL DESIGNATION AND OFFICE DESIGNATION AND REMOVE THE SAME FROM THE INDUSTRIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED ¼ MILE NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 12TH AVENUE S.E.)

Motion to adopt or reject the resolution.

Body

BACKGROUND:

A similar request was submitted to the Planning Commission at the July 9, 2008, meeting. It was rejected by City Council, and the applicant has amended the request and resubmitted it. It was postponed while staff prepared a report analyzing changes in industrial designation, which has now been completed.

This tract was previously owned by Shaklee Corporation, and is zoned I-1, Light Industrial District. The land was conveyed to Norman Regional Hospital as a single final-platted lot, but a revised preliminary plat was submitted to facilitate the creation of a separate lot so that an EMS station could be constructed. The land use designation of the parcel now used as an EMS station has been changed to Office Designation. The hospital subsequently sold the remainder of the land to the current applicant, who wishes to construct a mixture of residential uses with a small amount of office use along the 12th Avenue frontage. The Land Use Plan amendment that is proposed will change the designation of this 27-acre tract from Industrial to Medium Density Residential Designation, and two lots would be designated for Office use.

DISCUSSION:

The applicant hopes to develop a mixed residential community of single-story and multi-story apartments, with two office lots flanking the entrance to the subdivision. The tract is currently vacant, other than the previously discussed EMS station that was constructed by the hospital, which is located at the northwest corner of the tract with direct access onto 12th Avenue S.E. This tract and the two tracts to the north of it are all identified for future industrial use on the 2025 Plan, and together contain over forty acres. Based on information and criteria identified in the previously discussed Industrial Study, large tracts with access to major highways are considered prime industrial property and preservation of properties that meet this criteria is

appropriate. If developed for industrial usage, this tract will directly abut low density single-family housing, and currently lies along the gateway road to the Eagle Cliff residential development. That incompatibility will likely hinder the development of that abutting property for residential use, or will result in impacts and complaints from existing and future residents in the area. In addition, the tracts to the north of this request are not included in the requested amendment. Based on the design of the proposed subdivision, the only access to 12th Avenue for the northern tract (which is designated for industrial use) will be through the proposed residential development, resulting in negative traffic impacts.

STAFF RECOMMENDATION:

Although retaining the Industrial Designation may prove problematic for the future single-family homes which will abut this tract, this tract has already been zoned for industrial use, and is large enough to accommodate one or more large industrial prospects, an important criteria identified in the Industrial Land Use Study recently completed. In addition, without a change to the designation of the tracts to the north, incompatible truck traffic will have to exit through this parcel to access 12th Avenue. For these reasons, Staff is unable to support this request to amend the 2025 Plan and the companion PUD rezoning request. At their meeting of May 13, 2010, the Planning Commission made a motion to approve these items, but the motion failed by a vote of 3-4. Staff submits this item for City Council's consideration and action.

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-0910-5**, SO AS TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION NINE, TOWNSHIP EIGHT NORTH, RANGE TWO WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE MEDIUM DENSITY RESIDENTIAL DESIGNATION AND OFFICE DESIGNATION AND REMOVE THE SAME FROM THE INDUSTRIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED ¼ MILE NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 12TH AVENUE S.E.)

- § 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and
- § 2. WHEREAS, the City Council at its meeting of December 19, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan; and
- § 3. WHEREAS, Shannon O Moore, L.L.C. has requested that the following described property be moved from the Industrial Designation and placed in the Medium Density Residential Designation and Office Designation for the hereinafter described property, to wit:

Part of the Southwest Quarter of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

All of Lot One (1), in Block One (1), of SHAKLEE ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, LESS AND EXCEPT that portion thereof platted as NRH FOUNDATION ADDITION SECTION 1, a Replat of a Part of Lot 1, Block 1 of SHAKLEE ADDITION.

Said tract of land contains 1,175,425.53 square feet or 26.98 acres, more or less.

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

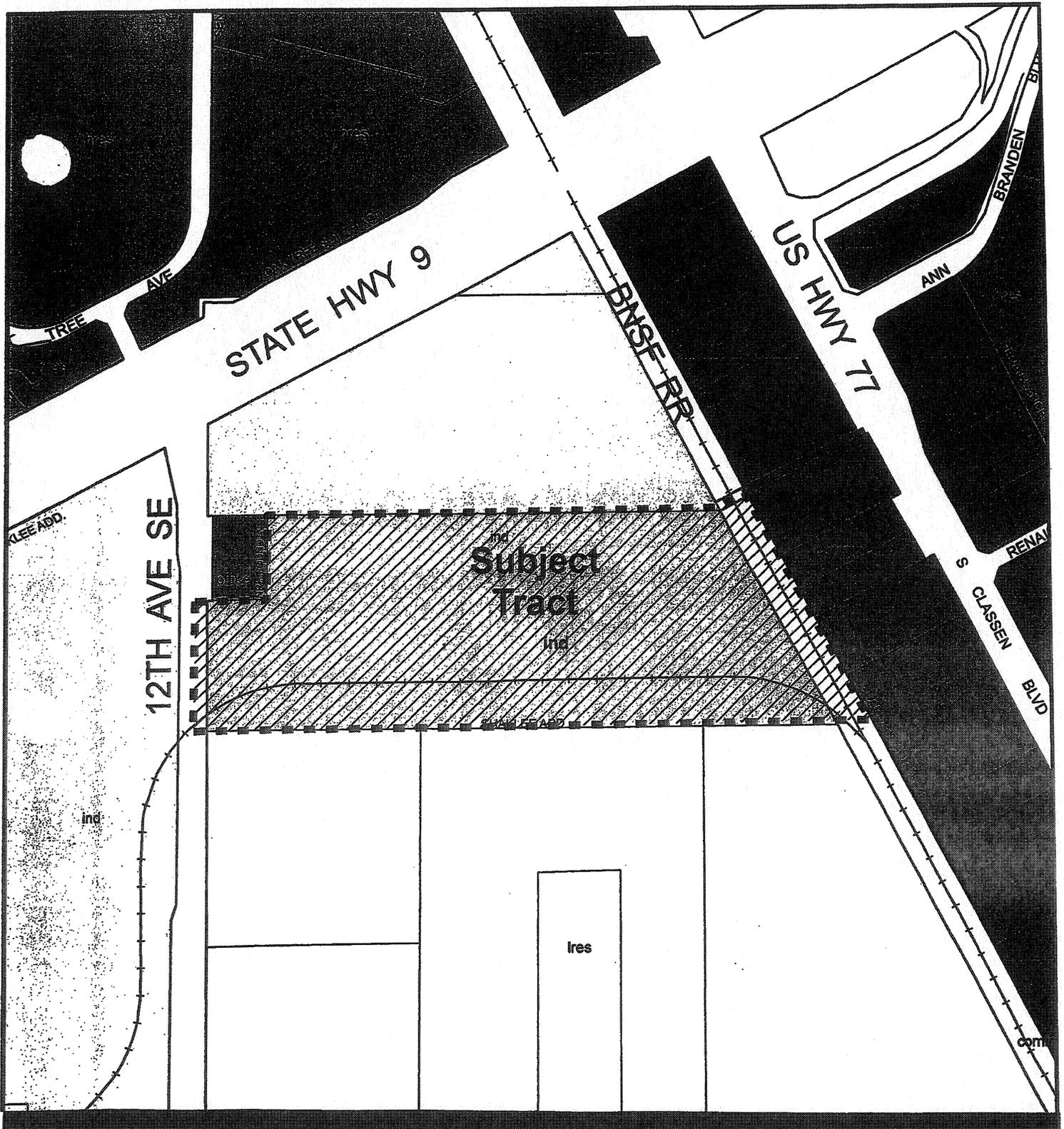
- § 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____ day of _____, 2010.

(Mayor)

ATTEST:

(City Clerk)



**PROPOSED NORMAN 2025 LAND USE PLAN AMENDMENT -
RESOLUTION NO. R-0910-96**

APPLICANT: Shannon O Moore, L.L.C.
REQUEST: Amendment of the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Office Designation and Medium Density Residential Designation

RESOLUTION NO. R-0910-96
LUP-0910-8

ITEM NO. 8a

STAFF REPORT

ITEM: Shannon O Moore, L.L.C. requests amendment of the NORMAN 2025 Land Use and Transportation Plan (LUP-0910-8) from Industrial Designation to Office Designation and Medium Density Residential Designation on property generally located 910 feet south of the intersection of State Highway 9 and 12th Avenue S.E.

SUMMARY OF REQUEST: A similar request was submitted to the Planning Commission at the July 9, 2008, meeting. It was rejected by City Council, and the applicant has amended the request and resubmitted it. It was postponed while staff prepared a report analyzing changes in industrial designation, which has now been completed.

This tract was previously owned by Shaklee Corporation, and is zoned I-1, Light Industrial District. The land was conveyed to Norman Regional Hospital as a single final-platted lot, but a revised preliminary plat was submitted to facilitate the creation of a separate lot for their EMT station. The land use designation of the parcel now used as an EMT station has been changed to Office Designation. The hospital has subsequently sold the remainder of the land to the current applicant, who wishes to construct a mixture of residential uses with a small amount of office use along the 12th Avenue frontage. The Land Use Plan amendment that is proposed will change the designation of this 27 acre tract from Industrial to Medium Density Residential Designation, and two lots would be designated for Office use.

STAFF ANALYSIS: This tract and the ones to the north of it are all identified for future industrial use on the 2025 Plan, and together contain over forty acres. Based on information presented in the previously discussed Industrial Study, large tracts with access to major highways should be considered prime industrial property and should be reserved when possible. If developed for industrial usage, this tract will directly abut low density single-family housing, and currently lies along the gateway road to the Eagle Cliff residential development. That incompatibility will likely hinder the development of that abutting property for residential use, or will result in impacts and complaints from existing and future residents in the area. In addition, the tracts to the north of this request are not included in the requested amendment. Based on the design of the proposed subdivision, the only access to 12th Avenue for the northern tract (which is designated for industrial use) will be through the proposed residential development, resulting in negative traffic impacts.

R-0910-96 - Shannon O Moore, L.L.C.

May 13, 2010

Page 2

STAFF RECOMMENDATION: Although retaining the Industrial Designation may prove problematic for the future single-family homes which will abut this tract, this tract has already been zoned for industrial use, and is large enough to accommodate one or more large industrial prospects, an important criteria identified in the Industrial Land Use Study recently completed. In addition, without a change to the designation of the tracts to the north, incompatible truck traffic will have to exit through this parcel to access 12th Avenue. For these reasons, Staff is unable to support this request to amend the 2025 Plan.

Item No. 8, being:

CONSIDERATION OF A REQUEST SUBMITTED BY SHANNON O MOORE, L.L.C. FOR A TRACT OF LAND GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

8A. RESOLUTION NO. R-0910-96 - SHANNON O MOORE, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-0910-8) FROM INDUSTRIAL DESIGNATION TO OFFICE DESIGNATION AND MEDIUM DENSITY RESIDENTIAL DESIGNATION ON PROPERTY GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report

8B. ORDINANCE NO. O-0910-25 - SHANNON O MOORE, L.L.C. REQUESTS REZONING FROM I-1, LIGHT INDUSTRIAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

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

8C. CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHANNON O MOORE, L.L.C. (CARDINAL ENGINEERING) FOR VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT (A REPLAT OF LOT 1, BLOCK 1, SHAKLEE ADDITION)(FORMERLY KNOWN AS NRH FOUNDATION ADDITION), GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Plan
6. Request for Alley Waiver

PRESENTATION BY STAFF:

1. Doug Kosciński - This item was postponed last month. It was here last year in a slightly different form. Subsequent to that meeting, the City Council unanimously denied the request. The applicant has reworked their request and resubmitted it. This property is located a little bit south of Highway 9 on the east side of 12th Avenue S.E.

The tract is about 28 acres in size. It is currently zoned Industrial and platted as an industrial lot. The Plan carries it and the tract to the north as Industrial, and the applicant is asking for a change to Medium Density Residential with some Office uses along the frontage. There is a companion rezoning request and a preliminary plat. It is requested to be a PUD, which is a preferable way to do business. The property is generally vacant at this point. The hospital created an EMT site out of it and left the remainder which they have sold to this applicant. There is a fairly large detention pond just off the site that comes onto this site, which might be problematic for development of the northern parcel, and is one of the reasons the applicant was asked to provide access through this site; the detention pond will impact access to 12th Avenue from the northern parcel. To the south is a vacant farmed tract that is zoned Agricultural, but programmed for residential use. There is an active oil well that heavily impacts this site; it will remain active. The applicant had to provide alternative access to the well, but it will be incorporated within the plat with a 125' no-build radius around it. The development will generally be multi-family uses. Staff was not able to support this request, largely based on the Council's direction and the results of the Industrial Study that was recently finished. There were no filed protests on the request.

2. Jim Gasaway asked why the Council rejected the previous proposal. Doug Koscinski responded that one of their statements was that they thought that large industrially zoned tracts should be preserved. We heard that repeatedly later on from a couple of different sources. This is about 27 acres and is located right off Highway 9. If it could be combined with the tract to the north, you would have a tract of about 40+ acres along the "Technology Corridor" of Highway 9. It was zoned Industrial when the applicant bought it, so we are not taking something away from him.

3. Tom Knotts asked the genesis of the detention pond. Doug Koscinski said he was told that it was a borrow pit for some of the Highway 9 construction. This development incorporates part of it for their detention. In theory, it would be possible to fill the hole and relocate detention somewhere else on the site.

4. Tom Knotts asked the difference between the current proposal and the one that was rejected. Doug Koscinski explained that the difference is essentially the two tracts along 12th Avenue S.E. which are intended for office uses in this proposal, but were previously planned for retail commercial uses.

5. Roberta Pailes noted that the Madole family owns the parcel to the north and previously indicated it would not be used for anything other than agricultural in the near future. The pond is currently watering cattle. She asked if it would change the recommendation if the parcel to the north will not be available to create a larger industrial parcel in the foreseeable future. Doug Koscinski responded that he has no way of knowing when someone might sell a parcel, or when someone might make an offer that they couldn't refuse.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, representing the applicant - It's going to feel a little bit like déjà vu (all over again) for several reasons. We were here last month on the north side of Norman with really the same issue that we're really here on tonight. This one is sort of double déjà vu in that you have actually seen this project specifically before in July, 2009. So we're going to talk through quite a few things tonight as to what has happened in the past few months, as the City's positions now have changed on this particular project and otherwise, and why we believe you ought to approve of this. Let me first say, though, it was just mentioned by Mr. Koscinski that the developer bought this land subject to industrial. I want to stress that that developer, over two years ago, came to the City, worked with them - I believe they just said over a dozen times - in the contractual stage - worked with the City to say these are our plans; are we going to be okay with this? Back and forth between City staff and this developer before they accepted a deed to this property, and all seemed to be well and good. And, in fact, all seemed to be well and good with this Commission and with the staff all the way until very recently when the Industrial Land Study came about. We're going to talk through all of that.

As Mr. Koscinski showed you, this is the tract on 12th Avenue S.E. just south of Highway 9. This area has changed quite a bit, frankly. This area was also largely industrial on Classen Boulevard. That changed to commercial. But what you see on the south side of this tract is low-density residential. That's what's planned next to this tract. There is significant residential growth coming up from the south side. So that residential growth is probably going to continue on up to the north to meet this tract, so we have to think about what this tract becomes to buffer against that residential as we go forward. The existing zoning is industrial on this particular tract, but it is A-2, Agricultural, to the south and it is A-2 to the north. So the north is not, in any way, as we've heard many times, teed up industrial site or anything like it; it is A-2, Agricultural. So, at some point, that north tract is going to be coming through this process to be something - who knows what? But it is not teed up ready to go as an industrial site.

There is the land, you see right here. And, actually, we believe the photo you were just shown of the oil site is actually this site, I think, off screen. The actual oil site right now is right there in the middle and it's a capped site; it is not really an active site. It is there. It's still right in the middle of the land and there are State statutes that require us to stay a certain distance away from it, because it is there, but it is not an active - tankers coming to it and going from it - kind of a well site. That is not what's there at that point. But it does create a challenging site, also, to the extent that you want it as a large industrial tract - you have an oil well site right in the middle of it. So it doesn't really work as a large industrial site when you have that right in the middle of it. It actually is far more conducive to small sites or small lots - something of that nature.

This is the plat. I'm not going to spend a lot of time on the actual plat, because you have seen this exact same plat, only subject to one very different edge, before. In July, 2009 you saw that drawing. You saw that plat. You approved it unanimously. The only thing different that we bring to you tonight on this site plan is on the far left

edge. Before that was shown as commercial; tonight it is shown as office. That is, in substance, the only change before you from July, 2009 when you voted unanimously to approve this and send it forward, and at such time when staff supported it as well. This site plan, just to go over it again, though, in case you have slept since then, is office on the edge at the left. You see the entry drive right here coming in to a cul-de-sac. And then these are private drives that carry around the site around the periphery. These are basically luxury townhomes on the south side. You see a seniors complex - multi-family - on the far end. This is really a 50s-plus residential multi-family off that edge. We have connector streets in place, just as staff says, so we connect to the adjacent sites. The oil well site, again, is technically an oil well site, but not an active one. It is buffered extensively and left unto itself, unaltered.

Commissioner Knotts, you mentioned this on the left, and you are right that is not a waterway. There is no channel there; there is no stream there; there is no source of water coming or going from that site. That was, we understand, historically a borrow pit for the overpass over on 77, so it can indeed be altered at will and you won't be changing any kind of a water course or any kind of a natural drainage flow in that area; it is available to be changed. And that's something we suggest, is that this street can be shifted a little bit and buffered quite easily in that location. So if that becomes a problem or an issue, that can be resolved easily.

And, also, I just wanted to show you this. We're not proposing this tonight, but we are quite a bit south of the Highway 9 intersection. These are aerial views of several Highway 9 intersections. You see ours right at the top. There is that borrow pit. If you brought a street in right here, I want you just to notice the distance from that point up to the intersection as compared to across Highway 9 and also right down here. These are shown at the exact same scale - all these aerials. So if you look at the distance from that intersection of Highway 9 at 24th Avenue S.E. down to that street, you can see we're really very similar if you did have a street coming across to intersect 12th Avenue for that north site. The same thing over here at Highway 9 and 24th Avenue S.W. I want you to note again that distance, if you will - same scale as the upper left where we have the situation of that northern tract coming in to 12th Avenue. So I think there are possibilities there with the change of the borrow pit and with the location of some sort of an entry drive.

Let's get into the real discussion tonight and what I want to spend most of our time on. We spent this time last month as well. But realize why we're here tonight. This project, in the same form, in the same fashion, with the only change being the far left side was commercial and now is office, was in front of you on July 9, 2009. You were shown the same thing, the same discussion, voted unanimously for this project. The project was presented to you with staff support. It did go on to City Council. It went on after a couple of months. City Council did object to it. They did vote it down unanimously. I've talked to City Council members. We've looked at that. And what they said was that the commercial corner was a significant problem to them, and I'll go back and show you why. It was a significant problem for them because we stood in front of you over the past couple of years and we changed that entire band right there. See all that red? We changed all that from industrial to red commercial. We made that the commercial corridor in this area. And what Council has told me privately, and I

assume they will say this publicly soon, and I'm not speaking for them here tonight, but what we were conveyed in our information is that they objected that then this was going to become any other commercial corridor. They did not want that. A little commercial spot mid-line on 12th Avenue was not desirable to them; they had just changed, over the last couple of years, all of this to be commercial. That was to be the commercial thoroughfare; they did not want to start creating one over here. That was the just of their opposition is what I'm informed. They did have discussions about industrial, though. No question about it. And that's what spawned the Industrial Study. In fact, as to Mr. Connally's land on the north side that we were here last month, he got caught in the whirlwind of the Industrial Land Study that was thrust into the spotlight from this development in December or January, I believe it was. So that was discussed. But I don't believe that was the impetus as to what killed this project at Council. What killed this project at Council was commercial in the middle of 12th S.E. and that becoming a spot zoning of commercial right in the middle of that thoroughfare which they did not want. That was what shut that down.

We believe it's been taken too far on the Industrial Land Study analysis, and we're going to go through it again tonight. It's particularly important that you see how it affects this south site tonight, as it did the north site. I think it's very important to notice that in July, 2009 in the meeting at this podium as to this project, as to the 2025 land change, staff said, quote, "Staff fully supports the proposed change in the 2025 Plan because the area to the south of this is designated for low density residential. Most of the industrial designation in this area comes from a time when Xerox expected to build a facility in this area." So July 2009, at this podium, staff advocated to you that the Plan change of 2025 from industrial to this, with the exception of commercial versus now office on the left, was suggested as proper. It should be done. You did it. Council then objected to the commercial on the left, and we're back. But we believe it's irreconcilable to now say that the 2025 Plan change that was acceptable fully for everybody as to the remainder of the site is now not. It's completely incompatible. There's been nothing that has changed in the circumstances of Norman to justify that change of decision.

I'm going to repeat a little bit of what we talked about last month. But it's very important that we do that tonight on the record for this proposal. We know from the Industrial Land analysis, and we know from the staff report of the Connally project in north Norman, that this is what was said. "The actual demand for industrial land as stated in the 2025 Plan is estimated at 198 acres over the twenty year time frame." Roughly ten acres per year. We know that that has been basically our absorption rate, as we call it. Roughly ten acres a year. We know that we have a surplus, therefore it must not be a concern to lose some of the industrial land designated in the plan. I think, obviously, that's why staff supported the Plan change from industrial in July 2009 on this. We know that changing the Land Use Plan will not create a deficit of industrial land in the City. The amount of land designated for industrial land use in the 2025 Plan was six times what was indicated as the absorption rate. And we know that industrial land is one of the slowest to be absorbed. This is the actual chart from 2025. This will show you what the capacities in our town were planned as on 2025. You see, on the left side, the different categories. The primary dominant categories of zoning - industrial,

commercial, retail, office, and residential. In the next column you see the projected demand through 2025. You see 198 acres, 621.6 acres for commercial, 221 for office, 21,000 for residential. In capacity, you see what was planned in capacity. Industrial 1100, commercial only 600 - the demand was 621; office only 150 - the demand was 221; residential 25,000 versus a demand of 21,000. If you look at the right you see what has been expressed to you many times now, a vast excess of industrial land. Five hundred and fifty-five percent more than the demand was. 198 acres of demand; 1100 acres of capacity. At 10 acres a year, the difference being about 900 acres, we have 90 years of industrial land in the 2025 plan in capacity. So the Industrial Land Study was done. It was in the paper this morning. It has been talked about widely. And you know what it said; it said that the demand analysis in both 2020 and 2025 plans indicated a need for about 200 acres of land that would be absorbed during the 20 year life of each plan. The total amount of land that is currently zoned industrial and final platted is 191 acres, which would seem to indicate that all of Norman's foreseeable needs can be met now from what is already there. This land analysis also said that approximately 175 acres in the University North Park TIF area is still available for industrial purposes. I want you to think about that acreage - 175 acres in the TIF area is available for industrial purposes. Well, you just saw 2025 said the entire demand for the entire community was only 198 acres. University North Park alone can almost satisfy the entire demand we have, but it can do so even better than anybody else in our position, and it can do so because it's a \$54 million publicly subsidized TIF. It's a TIF that was focused on quality job development. I want you to read from article 5.e of the UNP TIF Project Plan, which said, "Attraction of quality jobs through economic development activities to recruit businesses not currently located in Norman and to provide quality employment opportunities in Norman." So the City has, in effect, subsidized what is still available as 175 acres, which is almost the total demand for the whole community, in University North Park. There's no lack of capacity and use of sites. It's already available on the north side.

Victory Park, and the gentlemen that are here tonight requesting your approval, have no public funding. They have no ability of the public to help them do any of these improvements to the land, and they don't even have a great site to do it for large tract industrial development. Last month, after we left for the Founders Park development, Mr. Don Wood came to the podium and talked with you a little bit about industrial land. You might remember that. It was in miscellaneous discussion. And he told you something very important as it affects this project tonight in difference to how it affected the one last month. I want to read that to you. He said, "We would like to be focused on something to the north because there's a 20 minute extra commute from the north end of Norman all the way around Highway 9 to that particular area" - the south - the Technology Corridor. "So if someone is making that commute every day, that's 40 minutes on their commuting time, when they get a job offer closer to home, they change jobs. So the employers that are down there" - in the Highway 9 Tech Corridor where we're talking about tonight - "are saying that's a problem for us." Keep thinking that way about having a north side business park site that we can figure out how to own and operate and have available. Well, that's good because we have that opportunity right there at University North Park. We're thinking that way. And then in the

Industrial Land Study, Don went on to say, "The industrial users are more interested in locating in the northern part of Norman. That puts the use close to I-35 and closer to the perceived employment base in Oklahoma City."

We're talking about south Norman tonight. We're talking about a site that is far in south Norman, far away from the north end of Norman where is the prime industrial big tract user space. And when you look at the south area, you look at this site - it's right there - right in the middle. It's right next to Astellas. It's right down the street from the University of Oklahoma's Research South Campus. There's Hitachi over there. And it's right over here that the NEDC publicly-subsidized entity - a very good entity - we're fantastically blessed by its presence and what it has accomplished, but it does it with public money - we can't. It's right there. And they have been growing on that side. They have more industrial land than they did before with the Saxon land that now is under their control virtually. That is a significant amount of land and acreage that is available for industrial large tract development. As we just learned, though, it's not in the prime area of Norman, but it's there. Astellas has a large area of unused land. On south Classen, south of Cedar Lane, also is a wide swath of industrial land that has sat there for quite a long time. And, in fact, in very similar dimension, you see the narrowness as to what we have over here tonight - on a highway.

So the study's conclusion, similar to what Mr. Connally faced last month, is that this land owner is told they are to set aside their land. They're to set aside their land for large employer tract industrial developments. Remember, this is not about small industrial tracts. That has been made very clear. It's not the small industrial sites that are wanted or desired or the focus of the industrial land study. It's only the large sites. So that, in fact, puts this owner in a position that if he is to be locked down by the way the City apparently is suggesting he should be in this zoning, he simply has to sit here and wait for a large tract industrial owner to come. But he has to do so in an area where he's surrounded by the University of Oklahoma research campus and the NEDC Saxon development park. How in the world will he ever accomplish that? It is fantasy. It won't happen. He can't do that. He can't accomplish that.

Now, the City can. And the NEDC can. And they had that opportunity, ironically, on this site. It was mentioned that he bought the site, and he did so after discussions with the City. Prior to January 23, 2008, this parcel was owned by the Norman Regional Hospital Foundation. The Norman Regional Hospital is a wholly owned subsidiary of the City of Norman. Every month in this room they approve the minutes of the Norman Hospital Authority. The City of Norman had it right there to acquire this land, use it, store it, hold it for a large tract site. They didn't. They did do one thing on it. They built an EMT station and it is right there on the far upper left-hand corner. The rest they sold for profit. They sold it to the gentleman sitting here tonight after the gentleman came here and discussed their plans and it seemed as though everything was fine. But now we're being told, in effect, that the City, in essence a parent company that sold it, now wants to put it into dormancy. And as we said last month, the result of what this would seek to do is to put this developer in a situation where he has to simply hold this tract and compete with OU, with NEDC, with the Department of Commerce, with all of these public entities. It's unreasonable. It's impossible. It's not ever likely to happen. Now I guess he could sell his land back

to the City or back to NEDC or somebody else, but you put him into one market. It's not a very good position for somebody to be in when they have one market. You're in a pretty bad spot if you're in a negotiating position with only one market. Or he can simply do nothing with it and it sits there. It's the same discussion we had last month, although this site is on the south where we know it's not the promising location.

Staff has already written again, "The proposal, by itself, is not an unreasonable proposal for a mixed residential development." And we know that staff approved it in July, 2009. We know you approved it in July, 2009. We know, as staff said again tonight, really the focus of this discussion is the industrial aspect of it all. Commissioners, it is unreasonable to put developers in this position after they've worked for two years to get here. It's unreasonable. This project was good in 2009 and now, with the change of the commercial to office, it's even better. And now we understand from Council members that they like it. We ask for your approval tonight. I won't go into the details of the plan, but I'm happy to answer any questions you have. I thank you very much for your time.

2. Tom Knotts asked about the commercial zoning at the intersection of Cedar Lane. Doug Kosciński indicated that zoning is C-1. Sean Rieger explained that it is a convenience store and a little bit of a strip center.

3. Diana Hartley asked how many acres are in the OU Research Park and how many have been developed and how many are still available for development. Sean Rieger said the entire area looks like it is over 160 acres. Tom Knotts said it is over 300 acres total, and the developed area is less than a third and probably less than 20%.

4. Zev Trachtenberg asked about the relationship between the City of Norman and the Norman Regional Hospital Authority. Leah Messner stated that the hospital is a public trust and the only role the City plays in anything the hospital does is that we appoint a few members to the hospital board. They make their own financial, budgeting, property disposition decisions and the City plays no role in that. Zev Trachtenberg asked whether the City Council or City staff could have exercised any leverage over any decisions about disposition of the property. Leah Messner said they do not play a role in that, other than appointing a few members to the Board.

5. Jim Gasaway commented that last month and this month there has been some question raised about the legality of taking of the property or setting aside the property, and asked for a comment from legal staff. Leah Messner said this is a little bit different because the property a month ago was not currently zoned industrial. The property tonight is zoned industrial and they're asking for a plan change and a zoning change. The Commission is completely within its authority to recommend denial of the zoning change as the property is currently zoned industrial. It is her opinion that does not raise any legal issues of setting aside.

6. Zev Trachtenberg asked the legal status of the Plan designation; is it something that a person purchasing property can expect to continue? Leah Messner responded

that the Plan is a long-range guidance document and she does not think it creates any expectation that the property will either remain as it is or that it will become something else. The underlying zoning is controlling.

7. Roberta Pailes commented that there's always an expectation you can get something changed, but if you buy land on speculation it is speculation and the City doesn't have any legal necessity to make sure that speculation is profitable.

8. Sean Rieger - I certainly understand what you're saying, Commissioner Pailes, and counsel. But you can take it beyond basic zoning and that's what the City is doing in both of these projects. We're going beyond Plan and zoning. Because if you look at page 8a-3 you can see what the City is eyeing here is very specific uses beyond zoning. If you look at the staff analysis at the bottom of that page, 8a-3, what they're saying is that "large tracts with access to major highways should be considered prime industrial property and should be reserved when possible." That's not zoning. That's condemnation. Reserved. Set aside for a specific purpose. We're not talking about a purpose of industrial. It's very clear your purpose is not small tract industrial. I believe if we were here tonight with a small tract industrial site you'd shut that down as well. You want large tract, employer-based opportunity sites. That's been very clearly made in both of these zonings. That's the impetus. It goes far beyond zoning. It goes to a specific public purpose that you have set aside land to make it be used for.

9. Tim Shannon, 4704 Augusta Drive - I'm an orthodontist here in Norman. The reason why I state that is because I'm an orthodontist; I'm not a developer. But I have a genuine interest in this property because of the fact that I live less than half a mile from it on 12th Street. 12th Street essentially dead-ends into the river; I live at the end of that spot. So in passing by this when this property came up for sale, one of the reasons why I expressed interest is to protect the neighborhood that I live in, that all of my kids have been raised in, and protect the lifestyle that I have.

When we put this property under contract, I went through a series of steps, because I'm obviously not a developer. The first thing I did was contact Equity Realty - Eric Flesky - and speak with him about the potential uses here of what it could be used for. He was the one that suggested this could be industrial, which it was, but he said actually a better use would be doing a multi-family type deal with senior housing being a particular need that was going on right now and along with mixed use, in other words adding some commercial and things because that attracts those type of businesses. So following that advice, we then sought counsel with the City and on multiple occasions we met with them out here and just following guidance and things that they said - said I see the idea where you're going with this and I don't foresee that there would be an issue. Now, granted, there's no guarantee, and I understand that. But we took every step that we were guided with along the way, including two or three traffic studies that cost my family a lot of money. So the key here is that I'm not seeking the home run hit here trying to develop something. I was trying to protect it. Just trying to make sure that whatever development was done here will be something that I would like to see going by on my way home every day. Now, obviously, if there was a

nice business that came in and wanted to do something, I would have no problem with it. What I wanted to protect was against a concrete plant coming in here and having trucks pulling in and out of there or things of that nature. I didn't want a long strip of warehouses with little things pulling in and out of it. So following the advice of the people that we spoke to, we proceeded with the closing and closed on the property. Like I said, went through every step.

We didn't come to the final Council; only the engineers came, and the reason why is because we had been given a green light the whole way. We talked to the engineers that day and said we're going before the Council tonight, do you want us to be there. And they said if you want to be but it looks like everything is fine. They went through, did the entire presentation, everything seemed to be going well, and then Mr. Cubberley was the one who presented the objection. He's my councilman from my district. So based on his discussion was why the project was voted down. So then I discussed with various friends that I have on the Council how could this happen that an objection was never brought up to this point and then all of a sudden we were shut down. And basically he stated - Mr. Cubberley, meeting with him he said I only had one objection and that's the commercial. I do not want any commercial up and down 12th Street. We said, well, that's fine. We can convert that to office. We only provided that as a way of providing a mixed use, which was supposed to be the best use for this development, but we weren't tied to that. We asked the engineer; he said he couldn't suggest changes because it's not his property, so that's why he wasn't able to offer an objection. After meeting with the other Council members, I asked them why they objected, and the basic premise was that if your own councilman objects to your development the chances of you getting it passed without being there to defend yourself are not very likely. And that was the whole premise for why the whole project was shut down. So after that, we made the changes that Mr. Cubberley - I've spoken with him, he said he's totally onboard with this project entirely, and met with other Council members that said the same thing. So if - when you make a purchase, you do your due diligence and try to make sure that you're doing something and giving yourself the best chance for success. Specifically putting my financial stability at risk to do this development and trying to do something good for this community.

I have no problem if the City thinks that this industrial is a good use if they or someone else wants to do it. But the key is, in having the property for three years and in doing this, during that time we've had half a dozen offers for the property, but every one of them have been for senior housing development, things of that nature. Not once has there been an offer or any communication along any lines along industrial use, and that's what it's already zoned for. Every bit of the interest was for the changes that were being talked about in dealing with the property. So in telling me that I can't do something with this, I don't know - who knows when that will be. And the other thing is that I bought the land at the price that it was based on under the assumption that, yes, this is an elevated price because of the fact of what I thought I could do with it. So I'm paying property taxes that are three times the amount of what the people next to me are because theirs is agricultural. And, in essence, if I'm sitting around waiting for someone to come along and offer me for this, all that is is farm land. So I'm going to continue to pay property taxes, the expense of buying this and everything, and yet

being told I'm sorry, you're just going to have to wait until something comes along. I understand that there's risk but I just want you to know the time and the due diligence that went into pursuing this and that this wasn't just an arrogance or - because I'm not a developer; that's not how my mind works. This was an emotional purchase based on the fact that I live in this area and I want to see something good done with it. That's all that I really wanted to say.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Tom Knotts moved to recommend adoption of Resolution No. R-0910-96, Ordinance No. O-0910-25, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT, with an alley waiver for the office area, to the City Council. Andy Sherrer seconded the motion.

1. Jim Gasaway voiced his intent to vote against the motion. He wants to respect the message that the Council sent to the Commission. Even though that may be a change in the way the Commission and Council have looked at rezoning, specifically industrial land, I think it's a message they wanted sent perfectly clearly to us, which resulted in the Industrial Land Use Study. If the commercial use changed to office use was their main objection, that's certainly their option.
2. Paul Minnis indicated he would vote in favor of this. He believes that staff's comments about approving the plat in phases makes a lot of sense. Especially after the recent tornado, there were power lines down and people couldn't get to or from their houses because the one way in/out was blocked. Tom Knotts indicated he would not accept a friendly amendment. Paul Minnis indicated he would vote against the motion.
3. Andy Sherrer commented that more and more it becomes apparent that the City needs to look for agencies or an entity of some kind that can hold some of the industrial land, so that when the time comes there is the ability to act and proactively provide the opportunity for employers.
4. Tom Knotts commented that having the wellhead in the middle of the tract is a problem for the long, narrow tract, and having it abutting low-density residential makes this not a good industrial site.
5. Zev Trachtenberg said his concern is procedural. He doesn't want to minimize the applicant's experience. As a matter of policy, he thinks Mr. Sherrer's suggestion is a very good one and, as a general rule, just as individuals should pay for what they get, communities should pay for what they get. However, he also believes that there are procedures and processes that we establish as a community. When there is a Plan change, it has to be done on the basis of the public interest. If anybody gets to speak for the public outside of the planning process, it is the City Council. The City Council has the authority and they spoke very firmly. There is only one way to determine what the City Council thinks, and that is to send it up to them and see what their vote is. He

wants to uphold the idea that we're a community that operates according to a plan. He will be voting against the motion on that basis. The Planning Commission's responsibility is to be thinking in terms of the City as a whole and the processes of the City as a whole.

6. Tom Knotts countered that the process includes staff. The evidence that was shown was that they went through the processes of trying to come to an agreement, and thought they had one, and then they were rejected without any indication up until that point. The process of making those changes was followed.

7. Diana Hartley said she feels badly for the applicant, because she thinks he got bad advice from the realtor who was trying to make a sale. She thinks the engineer telling the applicant not to attend a City Council meeting when their item is on the agenda probably wasn't good advice. She served on the 2025 Plan Committee, and it's very difficult for her to vote to change something without a more compelling reason.

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

YEAS	Tom Knotts, Roberta Pailes, Andy Sherrer,
NAYES	Diana Hartley, Paul Minnis, Jim Gasaway, Zev Trachtenberg
MEMBERS ABSENT	Chris Lewis, Curtis McCarty

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-0910-96, Ordinance No. O-0910-25, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT, with an alley waiver for the office area, to the City Council, failed by a vote of 3-4.

Jim Gasaway asked if a positive motion that fails goes forward to Council as "no recommendation" from Planning Commission, or as a recommendation to "do not pass." Leah Messner said that a motion to approve that had a 4-4 vote would fail. It could be followed by a motion to deny. If that also failed, it would go forward with no recommendation. In this case, the positive motion failed, and it goes forward with no recommendation if there is no further motion.

* * *



City of Norman, OK

Item 35

Text File

File Number: O-0910-25

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

Introduced: 6/14/2010

Current Status: Non-Consent Items

Version: 1

Matter Type: Ordinance

Title

ORDINANCE NO. O-0910-25: 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 A TRACT OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ¼ MILE NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 12TH AVENUE S.E.)

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt the ordinance upon Final Reading as a whole.

Body

BACKGROUND.

A similar request was submitted to the Planning Commission at the July 9, 2008, meeting. It was rejected by City Council, and the applicant has amended the request and resubmitted it. It was postponed while staff prepared a report analyzing changes in industrial designation, which has now been completed.

This tract was previously owned by Shaklee Corporation, and is zoned I-1, Light Industrial District. The land was conveyed to Norman Regional Hospital as a single final-platted lot, but a revised preliminary plat was submitted to facilitate the creation of a separate lot so that an EMS station could be constructed. The land use designation of the parcel now used as an EMS station has been changed to Office Designation. The hospital subsequently sold the remainder of the land to the current applicant, who wishes to construct a mixture of residential uses with a small amount of office use along the 12th Avenue frontage. The Land Use Plan amendment that is proposed will change the designation of this 27 acre tract from Industrial to Medium Density Residential Designation, and two lots would be designated for Office use.

DISCUSSION.

The applicant hopes to develop a mixed residential community of single-story and multi-story apartments, with two office lots flanking the entrance to the subdivision. The tract is currently vacant, other than the previously discussed EMS station that was constructed by the hospital, which is located at the northwest corner of the tract with direct access onto 12th Avenue S.E. This tract and the two tracts to the north of it are all identified for future industrial use on the 2025 Plan, and together contain over forty acres. Based on information presented in the

previously discussed Industrial Study, large tracts with access to major highways are considered prime industrial property and should be reserved when possible. If developed for industrial usage, this tract will directly abut low density single-family housing, and currently lies along the gateway road to the Eagle Cliff residential development. That incompatibility will likely hinder the development of that abutting property for residential use, or will result in impacts and complaints from existing and future residents in the area. In addition, the tracts to the north of this request are not included in the requested amendment. Based on the design of the proposed subdivision, the only access to 12th Avenue for the northern tract (which is designated for industrial use) will be through the proposed residential development, resulting in negative traffic impacts.

STAFF RECOMMENDATION:

Although retaining the Industrial Designation may prove problematic for the future single-family homes which will abut this tract, this tract has already been zoned for industrial use, and is large enough to accommodate one or more large industrial prospects, an important criteria identified in the Industrial Land Use Study recently completed. In addition, without a change to the designation of the tracts to the north, incompatible truck traffic will have to exit through this parcel to access 12th Avenue. For these reasons, Staff is unable to support this request to amend the 2025 Plan and the companion PUD rezoning request. At their meeting of May 13, 2010, the Planning Commission made a motion to approve these items, but the motion failed by a vote of 3-4. Staff submits this item for City Council's consideration and action.

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 A TRACT OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ¼ MILE NORTH OF CEDAR LANE ROAD ON THE EAST SIDE OF 12th AVENUE S.E.)

- § 1. WHEREAS, Shannon O Moore, L.L.C., the owner of the hereinafter described property, has made application to have the same placed in the PUD, Planned Unit Development District, and to have the same removed from the I-1, Light Industrial 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 PUD, Planned Unit Development District, and to remove the same from the I-1, Light Industrial District, to wit:

Part of the Southwest Quarter of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

All of Lot One (1), in Block One (1), of SHAKLEE ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, LESS AND EXCEPT that portion thereof platted as NRH FOUNDATION ADDITION SECTION 1, a Replat of a Part of Lot 1, Block 1 of SHAKLEE ADDITION.

Said tract contains 1,175,425.53 square feet or 26.98 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 Site Development Plan (Exhibit A), approved May 13, 2010, and supporting documentation submitted by the applicant and approved by the Planning Commission.

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

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2010.

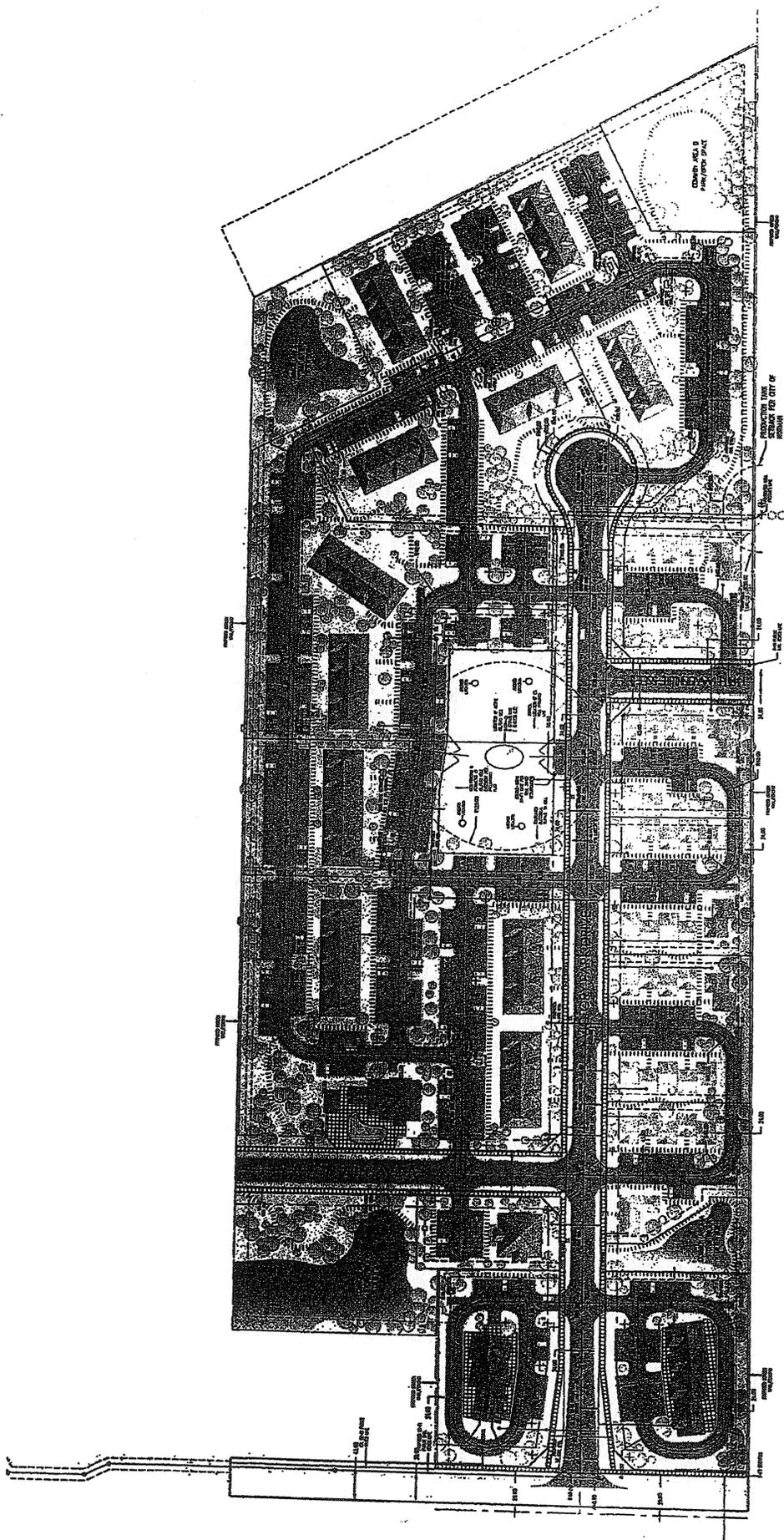
_____, 2010.

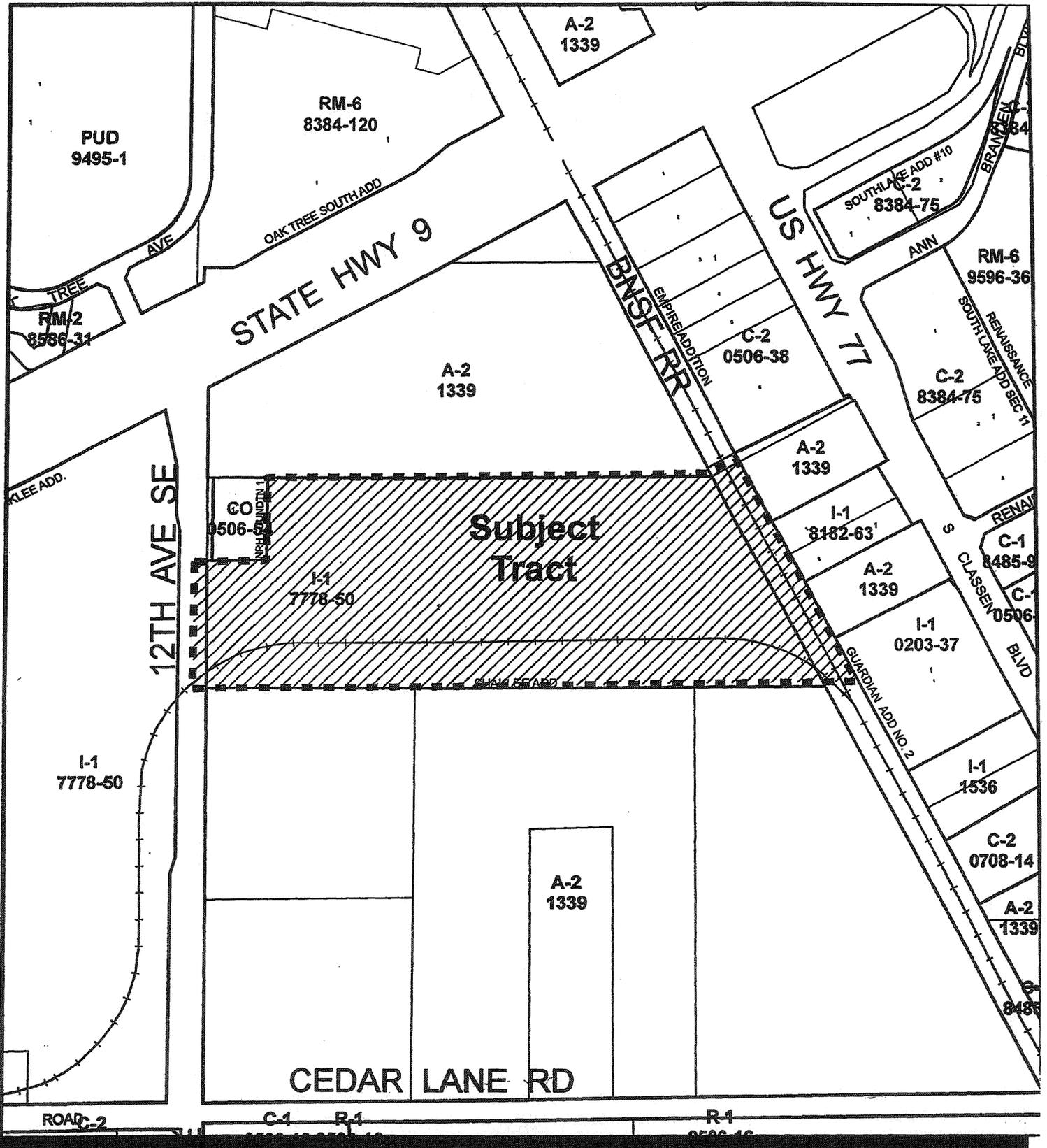
(Mayor)

(Mayor)

ATTEST:

(City Clerk)





PROPOSED REDISTRICTING - ORDINANCE NO. O-0910-25

APPLICANT: Shannon O Moore, L.L.C.
 REQUEST: Rezoning from I-1, Light Industrial District, to PUD, Planned Unit Development

ORDINANCE NO. O-0910-25

ITEM NO. 8b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Shannon O Moore, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	I-1, Light Industrial District
SURROUNDING ZONING	North: A-2 East: A-2 and I-1 South: A-2 West: I-1
LOCATION	910 feet south of the intersection of State Highway 9 and 12 th Avenue S.E.
SIZE	26.98 acres more or less
PURPOSE	Office/professional center and Multi-family residential
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Agriculture East: BNSF railroad, residence, office South: Agriculture West: Industrial

SYNOPSIS: The applicant hopes to develop a mixed residential community of single-story and multi-story apartments, with two office lots flanking the entrance to the subdivision. The tract is currently vacant, other than an EMT station that was recently constructed for the hospital, which is located at the northwest corner of the tract with direct access onto 12th Avenue S.E.

ANALYSIS: The particulars of this PUD include:

1. **USE** As conceived, the project is a mixture of multi-family uses, with two office lots along 12th Avenue. The allowed uses are similar to those listed within the RM-6, Medium Density Dwelling District, and the O-1, Office-Institutional District. A short list of prohibited uses is enumerated in the Design Statement (PUD Narrative) which includes child care facilities and funeral homes. A total of 310 residential units are proposed within the development, with an overall net density of 18 units per acre.
2. **DESIGN** One entrance to the subdivision is proposed, with connections to the north and south provided for future interconnectivity when adjacent parcels are developed. As the property to the south is designated for low density residential use, the applicant will limit the height of structures along that edge to single-story buildings. A mixture of two- and three-story buildings will be constructed throughout the remainder of the property, which would not be incompatible with adjacent properties to the north and east. Land to the north is currently used as farmland, but is designated for industrial use on the 2025 Plan. A road connection is proposed within this subdivision that will allow traffic from that northern property to safely access 12th Avenue.
3. **OPEN SPACE** Open areas are included at each corner of the subdivision, and comprise over 14 percent of the total tract. A Property Owners Association will be formed to maintain these areas, some of which also function as stormwater detention ponds.
4. **PARKING** Parking is distributed throughout the development, in amounts that meet or exceed city requirements. Lighting within the complex will be controlled, with shielded "shoebox" fixtures mounted on low poles.
5. **SIGNAGE** Ground signs within the office area will observe a five foot setback requirement (instead of 25 feet), but will be limited to 40 square feet per face with a five foot height restriction.
6. **PHASING** Multiple phases are proposed. Because the subdivision has been designed with a single entrance, staff believes that only phase 1 (two office lots) and phase 2

(containing 47 units) should be authorized unless an adequate emergency access has been constructed that will function should the main entrance ever be unavailable.

ISSUES:

- **OIL WELL** An existing well site is located in the middle of this development, and is expected to remain. Negotiations with that operator initially caused much of the delay with this application. The operator of that site is now satisfied with the proposed rearrangement of lines and access, and will have improved road access via the new street, which will be constructed with the first phase. The road connection to the south will provide another alternative access to the well and subdivision, once the land to the south is developed.
- **UTILITIES** The developer will install new sewer service to this site by laying a new line to the north and east across the railroad tracks. The Utilities Department does concur with that proposal, and believes there is adequate capacity in the receiving line.
- **USE** While the proposal, by itself, is not an unreasonable proposal for a mixed residential development, it does eliminate land that is currently zoned and planned for future industrial use. The property to the north is also programmed for industrial development, and their traffic would have to utilize this tract to access 12th Avenue, which may introduce negative traffic impacts.

OTHER AGENCY COMMENTS:

- **PARK BOARD** The Park Board has recommended fee in lieu of land dedication, as a neighborhood park location has not yet been determined.
- **PUBLIC WORKS** The accompanying Preliminary Plat includes a request to waive the alley requirement for the two office lots, which is supportable because adequate on-site circulation has been shown.

STAFF RECOMMENDATION: Despite the existing incompatible relationship established by the 2025 Plan between this tract and the future residential development to the south, granting this request will simply move the point of incompatibility from the south property line to the north property line and will introduce industrial traffic into this proposed residential area. Consistent with the previous recommendation, staff is unable to support this request.

1.0 Development Concept

The Planned Unit Development (PUD) of *Victory Park* consists of approximately 27-acres of currently undeveloped land located in the southwest quarter of Section 9, Township 8 North, Range 2 West of the Indian Meridian, in Cleveland County, Oklahoma. As indicated on Exhibit A.3, the subject property is located approximately 450-ft south of the intersection of State Highway 9 and 12th Avenue, S.E. in Norman, Oklahoma.

The site can generally be described as flat to gradually sloped pasture comprised of native vegetation and a handful of large diameter trees. A gentle ridge line runs north and south, across the western half of the property. Currently, storm water is directed to northeast, northwest, and southwest property corners. Recent review of the Flood Insurance Rate Map (FIRM), Panel No. 40027C0295H, released by the Federal Emergency Management Agency (FEMA) indicates that no Special Flood Hazard Areas exist across the subject parcel.

Undeveloped land currently adjoins the property along the north and south property line. An existing emergency ambulatory service facility is located adjacent to the northwest corner of the property and railroad right-of-way traverses the east 100-ft of the subject tract. Various I-1 and A-2 zoned parcels of land are currently located east of the existing Atchison-Topeka/Santa Fe railroad and thereby border the subject tract along the east property line. All portions of the subject property are currently zoned Light Industrial (I-1). Additional information regarding this configuration is provided by way of Exhibits A.4 and B.1.

As presented on the attached Site Plan (Exhibit A.5), the Owner currently intends to pursue construction of single-story office space as well as single and multi-story multi-family residential facilities. In general, office-institutional use is envisioned along the 12th Avenue, S.E. frontage, single-story and two-story multi-family residential along the south property line, with multi-story multi-family residential consuming the balance of the northern and eastern portions of the tract. Each of these uses will be comprised within separate lots contained within the PUD and the inclusion of multiple uses within a single lot will not be pursued. Dedicated open spaces are currently planned at the southwest, northwest, and northeast corners in order to provide dedicated open space for the construction of parks and storm water management facilities.

With the exception of anticipated increases in traffic counts and associated circulation patterns, no significant impacts to adjacent property owners are anticipated, the following activities may

occur along the perimeter of the parcel during development activities: installation of erosion control measures, existing tree and vegetation removal, earthwork activities, detention facility construction, lagoon system construction, public/private utility construction, road and parking lot construction, fence construction, and construction of exterior lighting improvements. Each of these activities will be contained within the subject parcel and will be completed per current City of Norman requirements.

2.0 Use

Given the intended use of the parcel, the Medium Density Apartment (RM-6) and Office-Institutional (O-1) Districts will be utilized as the framework for the PUD. Specific regulations of each district ordinance shall apply according to the nature of the use being proposed (i.e., office or residential). It is anticipated that Block 1, Lot 1 and Block 3, Lot 2 will develop as office-institutional parcels with the balance of the subject property being utilized for residential development. Uses and development regulations included as part of the RM-6 and O-1 district ordinances shall apply with the exception of the following modifications:

The following Uses Permitted by the RM-6 and O-1 District Ordinances, either directly, or by reference shall be prohibited by this PUD:

- 421.1.1(a) detached one family dwelling
- 421.1.1(b) family day care home
- 421.1.1(c) general purpose farm or garden
- 421.1.1(d) home occupation

The following Special Uses Permitted by the RM-6 and O-1 District Ordinances, either directly, or by reference shall be prohibited by this PUD:

- 422.3.3(g) Child Care Center
- 422.3.3(l) Funeral parlor, mortuary
- 422.9.3(b) Funeral parlor, mortuary

Area and coverage requirements listed by the RM-6 ordinance shall apply with no modifications. Residential uses within the PUD shall generally be single-story and multi-story townhouses and apartments with a target density of 12 to 20 units/acre. Unit size shall vary according to market

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

demand but shall be between 500 and 1500 square feet. Specific characteristics of the residential components of the attached site plan (Exhibit A.4) are as follows:

Block	Lot	Area (sq.ft.)	Area (acres)	Bldg Coverage (sq.ft.)	Building Coverage (%)	Total Impervious Area (sq.ft.)	Total Impervious Area (%)	Building Floors (Ea.)	Units per Floor	Total Units	Units per Acre
1	2	28,989	0.67	6,000	20.70%	14,900	51.30%	1 to 2	-	8	11.94
1	3	35,805	0.82	8,250	23.00%	18,250	50.10%	1 to 2	-	11	13.41
1	4	33,564	0.77	8,250	24.60%	18,250	54.40%	1 to 2	-	11	14.29
1	5	27,601	0.63	6,000	21.70%	13,800	50.00%	1 to 2	-	8	12.70
2	1	31,316	0.72	6,750	21.60%	15,450	49.30%	1 to 2	-	9	12.50
2	2	220,940	5.07	34,500	15.60%	120,500	54.50%	VARIES	46	100	19.72
2	3	131,099	3	18,000	13.70%	74,890	57.10%	3	24	60	20.00
2	4	75,488	1.73	9,000	11.90%	37,000	49.00%	3	12	34	19.65
2	5	148,690	3.41	24,000	17.80%	90,700	67.10%	VARIES	32	68	19.94
3	1	17,006	0.39	4,200	24.70%	8,700	51.10%	1	1	1	2.56
TOTALS		750,498	17.23	124,950	16.60%	412,440	55.00%			310	18

The office component of the PUD shall be isolated to the west portion of the subject property, along the 12th Avenue, S.E. frontage. Specific characteristics of the office component of the attached site plan (Exhibit A.4) are as follows:

Block	Lot	Area (sq.ft.)	Area (acres)	Bldg Coverage (sq.ft.)	Building Coverage (%)	Total Impervious Area (sq.ft.)	Total Impervious Area (%)	Building Floors (Ea.)	Units per Floor	Total Units	Units per Acre
1	1	46,323	1.06	6,140	13.30%	29,630	64.00%	1	4	4	3.8
3	2	38,378	0.88	4,610	12.00%	25,365	66.10%	1	3	3	3.4
TOTALS		84,701	1.94	10,750	12.70%	54,995	64.90%		7	7	3.6

Common open space areas are currently proposed at all four corners of the subject property. It is anticipated that common areas at the southwest, northwest, and northeast corners will provide areas for storm water detention, while the common area at the southeast corner will be utilized as parkland for resident and patrons of the property. See Section 4.0 for additional information.

3.0 Perimeter Treatment

Improvements at the perimeter of the PUD shall consist of a landscape buffer and opaque fencing. Landscape buffers and ornamental or opaque fencing shall also be provided between the residential and commercial components of the PUD. Screening walls and adjacent

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 405.570.0155 - F 405.366.8540

landscaping shall be included around the perimeter of oil/gas well easement proposed within Block 2, Lots 3 and 4. Perimeter landscaping shall include one or more of the following: grass, shrubs, trees, and/or groundcover species. The preservation of existing vegetation and trees shall be performed to the degree possible. Depth of landscape buffers shall be as specified under *Area Requirements, Section 2.0*.

While service yards and storage areas will be present at the site during construction of the project, the presence of these items following the completion of construction activities shall be prohibited by this PUD. Trash receptacles for use by facilities within the PUD shall be installed in locations accessible by municipal service vehicles and shall be enclosed by an opaque screening wall, not less than 6-ft in height. The use of masonry and other architectural materials compatible with adjacent buildings and structures shall be encouraged in the construction of said enclosures.

4.0 Open Space

Although open space will be present across the site at various locations, it is the intent of this PUD to provide the Owner maximum flexibility in the event that site plan revisions occur during detailed programming and design. As a result, areas within the PUD dedicated to meeting open space requirements shall be limited to southwest, southeast, northeast, and northwest corners as indicated on the Preliminary Plat (Exhibit A.4) and Site Plan (Exhibit A.5). Tabulations for these dedicated open spaces are as follows:

Common Area Designation	Location	Block	Lot	Area (sq.ft.)	Area (acres)	Use Associated With	Total Use Area (sq.ft.)	Portion of Use Area (%)
A	Southwest	1	1	11,961	0.27	Office	84,701	14.1%
B	Southeast	2	1	35,009	0.80	Residential	750,498	4.7%
C	Northeast	2	1	25,756	0.59	Residential	750,498	3.4%
D	Northwest	3	2	44,332	1.02	Residential	750,498	5.9%
TOTALS				117,058	2.69		835,199	14.0%

Designated common areas A, C, and D shall be utilized for storm water detention necessary to support development of the property. All common areas indicated above shall contain one or more of the following: native plants/grasses, landscaping improvements, water features, and/or subsurface utility improvements. Prior to the final platting of any lots within the PUD, the *Victory Park Property Owner's Association (POA)* shall be created. This entity shall own all common

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 405.579.0455 - F 405.366.8540

areas within the PUD and will be operated by the Owner until such time that his/her remaining ownership represents a minority interest in the subject property. At that time, operation of the POA, as well as the corresponding ownership of the common areas, shall transfer to the independent property owners present within the PUD.

5.0 Maintenance

As all common areas are anticipated to remain private, maintenance of all common areas located within the PUD shall be the responsibility of the POA. These maintenance responsibilities shall be assigned to the Owner until such time that an independent property owner majority has been established. At this time, operation of the POA, as well as the associated maintenance responsibilities, shall transfer to the property owners present within the limits of the PUD.

6.0 Phasing

Development of the PUD is currently anticipated to be completed in four (4) distinct phases. Starting with the residential component indicated in Block 1, Lots 2 through 5 and Block 2, Lot 1, construction of the development will subsequently shift to the office components indicated in Block 1, Lot 1 and Block 3, Lot 2. The residential component indicated in Block 3, Lot 1 and Block 2, Lots 5 through 3 will follow, with the balance of the residential component represented in Block 2, Lot 2 being the last to be completed. It is currently anticipated that the design of the initial phase of development associated with the PUD will be completed in Fall 2011. Assuming a 12-month construction schedule, facilities associated with the initial phase of development will be in operation in the Fall of 2012. Current estimates indicate development of the PUD will be completed within 5-years of approval of the project by Norman City Council.

7.0 Signage

It is anticipated that ground signage advertising the name and address of the development will be constructed at the main vehicular entrance to the property from 12th Avenue, S.E.. Signage constructed in conjunction with the development shall meet all requirements for the O-1 and RM-6 district as specified by Chapter 18 of the City of Norman Code of Ordinances. All requirements shall apply with the exception of the following modifications:

18-504.1(a)(1)	Minimum setback line: 5-ft
18-504.1(b)(1)a	Area allowed: 40-sq.ft. per side, 80-sq.ft. for all sides
18-504.1(b)(1)c	Height Allowable: 5-ft at setback line

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 405.578.0455 -- F 405.366.8540

8.0 Lighting

Exterior lighting within the PUD shall be provided by way of shoebox style lighting fixtures or pedestrian scaled ornamental lighting. Poles associated with exterior lighting shall be 10 to 15-ft in height, but may be adjusted upward as necessary to ensure a safe environment is provided for residents and patrons. All exterior lighting shall be directed away from public roads and rights-of-way and shall be installed as necessary to ensure spillover to adjacent parcels of land is minimized.

9.0 Landscape Treatment

Landscaping within the PUD shall meet or exceed the minimum requirements of Section 431.8 of the City of Norman Zoning Ordinance. Native grasses and trees shall be preserved to the degree possible during any and all construction activities within the PUD. Detailed landscaping plans confirming that all requirements have been met or exceeded shall be submitted to the City of Norman for review and approval prior to the initiation of landscaping activities.

10.0 Other

With the exception of Victory Park Drive, 13th Avenue, S.E., and 14th Avenue, S.E., all streets and roadways proposed within the limits of the PUD shall be retained by the Owner as private improvements. Maintenance of these facilities shall be the responsibility of the POA and shall be performed as necessary to ensure the safety of residents and patrons.

While the construction of fences at the perimeter of the property is permitted by the PUD, it is not anticipated that the construction of gate facilities at vehicular entrances to the property will be included within the scope of work. In the event that security or safety concerns on the part of the Owner necessitate the construction of such facilities, City of Norman requirements and regulations regarding such construction shall be considered in full effect.

The entrance onto the property shall provide two-way access and may include the addition of a landscaped median and/or signage near the entrance to the property. In such cases, a minimum lane width of 20-ft shall be maintained to ensure suitable access by fire trucks and other emergency response vehicles. All entrances shall be constructed per the recommendations of the Traffic Impact Study (TIS) included in Appendix C.

It is the intent of this PUD to develop the property in such a manner to ensure its compatibility with the surrounding natural setting. The use of rock, stone, masonry, and other items is anticipated as a major component to structures proposed within the limits of the PUD. Where utilized, concrete block masonry walls and other exterior concrete surfaces shall be painted in colors compatible with adjacent materials and surrounding features. The use of garish colors on the exterior faces of the buildings construction within the limits of the PUD shall be prohibited.

Applicant	Shannon O' Moore Construction
Location	South and east of intersection of Highway 9 and 12 th Ave SE
Case Number	PD 09-22
Time	6:30—7:30 PM

Attendee	Stakeholder	Address	Phone
Thad Moore	Applicant	Shannon O'Moore Constr 4704 Augusta Drive	309-3825
Dorothy and James Armstrong	neighbors	1401 Cedar Lane	329-0066
Wiley Madole	Neighbor	1501 Cedar Lane	321-9695
Susan Atkinson	City facilitator		366-5392
Leah Bunney	City Attorney's office		366-7748
Wayne Stenis	City advisor		366-5441

Application Summary.

Applicant is seeking a preliminary plat, a rezoning, and a 2025 *Land Use Plan* amendment for a 27-acre parcel. He is seeking a PUD for residential and office use. The current zoning is I-1. He is seeking to amend the *Norman 2025 Land Use Plan* from Industrial Use to Medium Density Residential/Office use.

Applicant's Opportunity.

Applicant is seeking to develop 12,000 sf of office use, 45,000 sf of single-family residential use, and 260,000 sf of multi-family residential use on this 27-acre parcel. He proposes that the residential land uses would be a combination of senior housing and luxury town homes. This is his second attempt to develop this site; City Council denied the previous proposal due to the location of commercial land uses along 12th Avenue SE, which was inconsistent with the goals of the *Norman 2025 Land Use Plan* and with existing neighboring land uses. In this iteration of the plan, applicant has converted the previous commercial land uses to office uses.

Neighbors Comments.

Drainage.

Neighbor who farms the parcel to the south was very concerned about the effects of potential runoff on his crops. He stated repeatedly that standing water for three days would kill anything he had planted. He added that this was sometimes occurring even without the added development proposed for the site.

Answer. Applicant stated that drainage now is directed to the NW, SW and NE corners of the site. Retention ponds would be built in these three areas to handle the additional stormwater runoff generated from this development.

Item No. 8, being:

CONSIDERATION OF A REQUEST SUBMITTED BY SHANNON O MOORE, L.L.C. FOR A TRACT OF LAND GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

8A. RESOLUTION NO. R-0910-96 - SHANNON O MOORE, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-0910-8) FROM INDUSTRIAL DESIGNATION TO OFFICE DESIGNATION AND MEDIUM DENSITY RESIDENTIAL DESIGNATION ON PROPERTY GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report

8B. ORDINANCE NO. O-0910-25 - SHANNON O MOORE, L.L.C. REQUESTS REZONING FROM I-1, LIGHT INDUSTRIAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

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

8C. CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHANNON O MOORE, L.L.C. (CARDINAL ENGINEERING) FOR VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT (A REPLAT OF LOT 1, BLOCK 1, SHAKLEE ADDITION)(FORMERLY KNOWN AS NRH FOUNDATION ADDITION), GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Plan
6. Request for Alley Waiver

PRESENTATION BY STAFF:

1. Doug Kosciński - This item was postponed last month. It was here last year in a slightly different form. Subsequent to that meeting, the City Council unanimously denied the request. The applicant has reworked their request and resubmitted it. This property is located a little bit south of Highway 9 on the east side of 12th Avenue S.E.

The tract is about 28 acres in size. It is currently zoned Industrial and platted as an industrial lot. The Plan carries it and the tract to the north as Industrial, and the applicant is asking for a change to Medium Density Residential with some Office uses along the frontage. There is a companion rezoning request and a preliminary plat. It is requested to be a PUD, which is a preferable way to do business. The property is generally vacant at this point. The hospital created an EMT site out of it and left the remainder which they have sold to this applicant. There is a fairly large detention pond just off the site that comes onto this site, which might be problematic for development of the northern parcel, and is one of the reasons the applicant was asked to provide access through this site; the detention pond will impact access to 12th Avenue from the northern parcel. To the south is a vacant farmed tract that is zoned Agricultural, but programmed for residential use. There is an active oil well that heavily impacts this site; it will remain active. The applicant had to provide alternative access to the well, but it will be incorporated within the plat with a 125' no-build radius around it. The development will generally be multi-family uses. Staff was not able to support this request, largely based on the Council's direction and the results of the Industrial Study that was recently finished. There were no filed protests on the request.

2. Jim Gasaway asked why the Council rejected the previous proposal. Doug Koscinski responded that one of their statements was that they thought that large industrially zoned tracts should be preserved. We heard that repeatedly later on from a couple of different sources. This is about 27 acres and is located right off Highway 9. If it could be combined with the tract to the north, you would have a tract of about 40+ acres along the "Technology Corridor" of Highway 9. It was zoned Industrial when the applicant bought it, so we are not taking something away from him.

3. Tom Knotts asked the genesis of the detention pond. Doug Koscinski said he was told that it was a borrow pit for some of the Highway 9 construction. This development incorporates part of it for their detention. In theory, it would be possible to fill the hole and relocate detention somewhere else on the site.

4. Tom Knotts asked the difference between the current proposal and the one that was rejected. Doug Koscinski explained that the difference is essentially the two tracts along 12th Avenue S.E. which are intended for office uses in this proposal, but were previously planned for retail commercial uses.

5. Roberta Pailes noted that the Madole family owns the parcel to the north and previously indicated it would not be used for anything other than agricultural in the near future. The pond is currently watering cattle. She asked if it would change the recommendation if the parcel to the north will not be available to create a larger industrial parcel in the foreseeable future. Doug Koscinski responded that he has no way of knowing when someone might sell a parcel, or when someone might make an offer that they couldn't refuse.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, representing the applicant - It's going to feel a little bit like déjà vu (all over again) for several reasons. We were here last month on the north side of Norman with really the same issue that we're really here on tonight. This one is sort of double déjà vu in that you have actually seen this project specifically before in July, 2009. So we're going to talk through quite a few things tonight as to what has happened in the past few months, as the City's positions now have changed on this particular project and otherwise, and why we believe you ought to approve of this. Let me first say, though, it was just mentioned by Mr. Koscinski that the developer bought this land subject to industrial. I want to stress that that developer, over two years ago, came to the City, worked with them - I believe they just said over a dozen times - in the contractual stage - worked with the City to say these are our plans; are we going to be okay with this? Back and forth between City staff and this developer before they accepted a deed to this property, and all seemed to be well and good. And, in fact, all seemed to be well and good with this Commission and with the staff all the way until very recently when the Industrial Land Study came about. We're going to talk through all of that.

As Mr. Koscinski showed you, this is the tract on 12th Avenue S.E. just south of Highway 9. This area has changed quite a bit, frankly. This area was also largely industrial on Classen Boulevard. That changed to commercial. But what you see on the south side of this tract is low-density residential. That's what's planned next to this tract. There is significant residential growth coming up from the south side. So that residential growth is probably going to continue on up to the north to meet this tract, so we have to think about what this tract becomes to buffer against that residential as we go forward. The existing zoning is industrial on this particular tract, but it is A-2, Agricultural, to the south and it is A-2 to the north. So the north is not, in any way, as we've heard many times, teed up industrial site or anything like it; it is A-2, Agricultural. So, at some point, that north tract is going to be coming through this process to be something - who knows what? But it is not teed up ready to go as an industrial site.

There is the land, you see right here. And, actually, we believe the photo you were just shown of the oil site is actually this site, I think, off screen. The actual oil site right now is right there in the middle and it's a capped site; it is not really an active site. It is there. It's still right in the middle of the land and there are State statutes that require us to stay a certain distance away from it, because it is there, but it is not an active - tankers coming to it and going from it - kind of a well site. That is not what's there at that point. But it does create a challenging site, also, to the extent that you want it as a large industrial tract - you have an oil well site right in the middle of it. So it doesn't really work as a large industrial site when you have that right in the middle of it. It actually is far more conducive to small sites or small lots - something of that nature.

This is the plat. I'm not going to spend a lot of time on the actual plat, because you have seen this exact same plat, only subject to one very different edge, before. In July, 2009 you saw that drawing. You saw that plat. You approved it unanimously. The only thing different that we bring to you tonight on this site plan is on the far left

edge. Before that was shown as commercial; tonight it is shown as office. That is, in substance, the only change before you from July, 2009 when you voted unanimously to approve this and send it forward, and at such time when staff supported it as well. This site plan, just to go over it again, though, in case you have slept since then, is office on the edge at the left. You see the entry drive right here coming in to a cul-de-sac. And then these are private drives that carry around the site around the periphery. These are basically luxury townhomes on the south side. You see a seniors complex - multi-family - on the far end. This is really a 50s-plus residential multi-family off that edge. We have connector streets in place, just as staff says, so we connect to the adjacent sites. The oil well site, again, is technically an oil well site, but not an active one. It is buffered extensively and left unto itself, unaltered.

Commissioner Knotts, you mentioned this on the left, and you are right that is not a waterway. There is no channel there; there is no stream there; there is no source of water coming or going from that site. That was, we understand, historically a borrow pit for the overpass over on 77, so it can indeed be altered at will and you won't be changing any kind of a water course or any kind of a natural drainage flow in that area; it is available to be changed. And that's something we suggest, is that this street can be shifted a little bit and buffered quite easily in that location. So if that becomes a problem or an issue, that can be resolved easily.

And, also, I just wanted to show you this. We're not proposing this tonight, but we are quite a bit south of the Highway 9 intersection. These are aerial views of several Highway 9 intersections. You see ours right at the top. There is that borrow pit. If you brought a street in right here, I want you just to notice the distance from that point up to the intersection as compared to across Highway 9 and also right down here. These are shown at the exact same scale - all these aerials. So if you look at the distance from that intersection of Highway 9 at 24th Avenue S.E. down to that street, you can see we're really very similar if you did have a street coming across to intersect 12th Avenue for that north site. The same thing over here at Highway 9 and 24th Avenue S.W. I want you to note again that distance, if you will - same scale as the upper left where we have the situation of that northern tract coming in to 12th Avenue. So I think there are possibilities there with the change of the borrow pit and with the location of some sort of an entry drive.

Let's get into the real discussion tonight and what I want to spend most of our time on. We spent this time last month as well. But realize why we're here tonight. This project, in the same form, in the same fashion, with the only change being the far left side was commercial and now is office, was in front of you on July 9, 2009. You were shown the same thing, the same discussion, voted unanimously for this project. The project was presented to you with staff support. It did go on to City Council. It went on after a couple of months. City Council did object to it. They did vote it down unanimously. I've talked to City Council members. We've looked at that. And what they said was that the commercial corner was a significant problem to them, and I'll go back and show you why. It was a significant problem for them because we stood in front of you over the past couple of years and we changed that entire band right there. See all that red? We changed all that from industrial to red commercial. We made that the commercial corridor in this area. And what Council has told me privately, and I

assume they will say this publicly soon, and I'm not speaking for them here tonight, but what we were conveyed in our information is that they objected that then this was going to become any other commercial corridor. They did not want that. A little commercial spot mid-line on 12th Avenue was not desirable to them; they had just changed, over the last couple of years, all of this to be commercial. That was to be the commercial thoroughfare; they did not want to start creating one over here. That was the just of their opposition is what I'm informed. They did have discussions about industrial, though. No question about it. And that's what spawned the Industrial Study. In fact, as to Mr. Connally's land on the north side that we were here last month, he got caught in the whirlwind of the Industrial Land Study that was thrust into the spotlight from this development in December or January, I believe it was. So that was discussed. But I don't believe that was the impetus as to what killed this project at Council. What killed this project at Council was commercial in the middle of 12th S.E. and that becoming a spot zoning of commercial right in the middle of that thoroughfare which they did not want. That was what shut that down.

We believe it's been taken too far on the Industrial Land Study analysis, and we're going to go through it again tonight. It's particularly important that you see how it affects this south site tonight, as it did the north site. I think it's very important to notice that in July, 2009 in the meeting at this podium as to this project, as to the 2025 land change, staff said, quote, "Staff fully supports the proposed change in the 2025 Plan because the area to the south of this is designated for low density residential. Most of the industrial designation in this area comes from a time when Xerox expected to build a facility in this area." So July 2009, at this podium, staff advocated to you that the Plan change of 2025 from industrial to this, with the exception of commercial versus now office on the left, was suggested as proper. It should be done. You did it. Council then objected to the commercial on the left, and we're back. But we believe it's irreconcilable to now say that the 2025 Plan change that was acceptable fully for everybody as to the remainder of the site is now not. It's completely incompatible. There's been nothing that has changed in the circumstances of Norman to justify that change of decision.

I'm going to repeat a little bit of what we talked about last month. But it's very important that we do that tonight on the record for this proposal. We know from the Industrial Land analysis, and we know from the staff report of the Connally project in north Norman, that this is what was said. "The actual demand for industrial land as stated in the 2025 Plan is estimated at 198 acres over the twenty year time frame." Roughly ten acres per year. We know that that has been basically our absorption rate, as we call it. Roughly ten acres a year. We know that we have a surplus, therefore it must not be a concern to lose some of the industrial land designated in the plan. I think, obviously, that's why staff supported the Plan change from industrial in July 2009 on this. We know that changing the Land Use Plan will not create a deficit of industrial land in the City. The amount of land designated for industrial land use in the 2025 Plan was six times what was indicated as the absorption rate. And we know that industrial land is one of the slowest to be absorbed. This is the actual chart from 2025. This will show you what the capacities in our town were planned as on 2025. You see, on the left side, the different categories. The primary dominant categories of zoning - industrial,

commercial, retail, office, and residential. In the next column you see the projected demand through 2025. You see 198 acres, 621.6 acres for commercial, 221 for office, 21,000 for residential. In capacity, you see what was planned in capacity. Industrial 1100, commercial only 600 - the demand was 621; office only 150 - the demand was 221; residential 25,000 versus a demand of 21,000. If you look at the right you see what has been expressed to you many times now, a vast excess of industrial land. Five hundred and fifty-five percent more than the demand was. 198 acres of demand; 1100 acres of capacity. At 10 acres a year, the difference being about 900 acres, we have 90 years of industrial land in the 2025 plan in capacity. So the Industrial Land Study was done. It was in the paper this morning. It has been talked about widely. And you know what it said; it said that the demand analysis in both 2020 and 2025 plans indicated a need for about 200 acres of land that would be absorbed during the 20 year life of each plan. The total amount of land that is currently zoned industrial and final platted is 191 acres, which would seem to indicate that all of Norman's foreseeable needs can be met now from what is already there. This land analysis also said that approximately 175 acres in the University North Park TIF area is still available for industrial purposes. I want you to think about that acreage - 175 acres in the TIF area is available for industrial purposes. Well, you just saw 2025 said the entire demand for the entire community was only 198 acres. University North Park alone can almost satisfy the entire demand we have, but it can do so even better than anybody else in our position, and it can do so because it's a \$54 million publicly subsidized TIF. It's a TIF that was focused on quality job development. I want you to read from article 5.e of the UNP TIF Project Plan, which said, "Attraction of quality jobs through economic development activities to recruit businesses not currently located in Norman and to provide quality employment opportunities in Norman." So the City has, in effect, subsidized what is still available as 175 acres, which is almost the total demand for the whole community, in University North Park. There's no lack of capacity and use of sites. It's already available on the north side.

Victory Park, and the gentlemen that are here tonight requesting your approval, have no public funding. They have no ability of the public to help them do any of these improvements to the land, and they don't even have a great site to do it for large tract industrial development. Last month, after we left for the Founders Park development, Mr. Don Wood came to the podium and talked with you a little bit about industrial land. You might remember that. It was in miscellaneous discussion. And he told you something very important as it affects this project tonight in difference to how it affected the one last month. I want to read that to you. He said, "We would like to be focused on something to the north because there's a 20 minute extra commute from the north end of Norman all the way around Highway 9 to that particular area" - the south - the Technology Corridor. "So if someone is making that commute every day, that's 40 minutes on their commuting time, when they get a job offer closer to home, they change jobs. So the employers that are down there" - in the Highway 9 Tech Corridor where we're talking about tonight - "are saying that's a problem for us." Keep thinking that way about having a north side business park site that we can figure out how to own and operate and have available. Well, that's good because we have that opportunity right there at University North Park. We're thinking that way. And then in the

Industrial Land Study, Don went on to say, "The industrial users are more interested in locating in the northern part of Norman. That puts the use close to I-35 and closer to the perceived employment base in Oklahoma City."

We're talking about south Norman tonight. We're talking about a site that is far in south Norman, far away from the north end of Norman where is the prime industrial big tract user space. And when you look at the south area, you look at this site - it's right there - right in the middle. It's right next to Astellas. It's right down the street from the University of Oklahoma's Research South Campus. There's Hitachi over there. And it's right over here that the NEDC publicly-subsidized entity - a very good entity - we're fantastically blessed by its presence and what it has accomplished, but it does it with public money - we can't. It's right there. And they have been growing on that side. They have more industrial land than they did before with the Saxon land that now is under their control virtually. That is a significant amount of land and acreage that is available for industrial large tract development. As we just learned, though, it's not in the prime area of Norman, but it's there. Astellas has a large area of unused land. On south Classen, south of Cedar Lane, also is a wide swath of industrial land that has sat there for quite a long time. And, in fact, in very similar dimension, you see the narrowness as to what we have over here tonight - on a highway.

So the study's conclusion, similar to what Mr. Connally faced last month, is that this land owner is told they are to set aside their land. They're to set aside their land for large employer tract industrial developments. Remember, this is not about small industrial tracts. That has been made very clear. It's not the small industrial sites that are wanted or desired or the focus of the industrial land study. It's only the large sites. So that, in fact, puts this owner in a position that if he is to be locked down by the way the City apparently is suggesting he should be in this zoning, he simply has to sit here and wait for a large tract industrial owner to come. But he has to do so in an area where he's surrounded by the University of Oklahoma research campus and the NEDC Saxon development park. How in the world will he ever accomplish that? It is fantasy. It won't happen. He can't do that. He can't accomplish that.

Now, the City can. And the NEDC can. And they had that opportunity, ironically, on this site. It was mentioned that he bought the site, and he did so after discussions with the City. Prior to January 23, 2008, this parcel was owned by the Norman Regional Hospital Foundation. The Norman Regional Hospital is a wholly owned subsidiary of the City of Norman. Every month in this room they approve the minutes of the Norman Hospital Authority. The City of Norman had it right there to acquire this land, use it, store it, hold it for a large tract site. They didn't. They did do one thing on it. They built an EMT station and it is right there on the far upper left-hand corner. The rest they sold for profit. They sold it to the gentleman sitting here tonight after the gentleman came here and discussed their plans and it seemed as though everything was fine. But now we're being told, in effect, that the City, in essence a parent company that sold it, now wants to put it into dormancy. And as we said last month, the result of what this would seek to do is to put this developer in a situation where he has to simply hold this tract and compete with OU, with NEDC, with the Department of Commerce, with all of these public entities. It's unreasonable. It's impossible. It's not ever likely to happen. Now I guess he could sell his land back

to the City or back to NEDC or somebody else, but you put him into one market. It's not a very good position for somebody to be in when they have one market. You're in a pretty bad spot if you're in a negotiating position with only one market. Or he can simply do nothing with it and it sits there. It's the same discussion we had last month, although this site is on the south where we know it's not the promising location.

Staff has already written again, "The proposal, by itself, is not an unreasonable proposal for a mixed residential development." And we know that staff approved it in July, 2009. We know you approved it in July, 2009. We know, as staff said again tonight, really the focus of this discussion is the industrial aspect of it all. Commissioners, it is unreasonable to put developers in this position after they've worked for two years to get here. It's unreasonable. This project was good in 2009 and now, with the change of the commercial to office, it's even better. And now we understand from Council members that they like it. We ask for your approval tonight. I won't go into the details of the plan, but I'm happy to answer any questions you have. I thank you very much for your time.

2. Tom Knotts asked about the commercial zoning at the intersection of Cedar Lane. Doug Koscinski indicated that zoning is C-1. Sean Rieger explained that it is a convenience store and a little bit of a strip center.

3. Diana Hartley asked how many acres are in the OU Research Park and how many have been developed and how many are still available for development. Sean Rieger said the entire area looks like it is over 160 acres. Tom Knotts said it is over 300 acres total, and the developed area is less than a third and probably less than 20%.

4. Zev Trachtenberg asked about the relationship between the City of Norman and the Norman Regional Hospital Authority. Leah Messner stated that the hospital is a public trust and the only role the City plays in anything the hospital does is that we appoint a few members to the hospital board. They make their own financial, budgeting, property disposition decisions and the City plays no role in that. Zev Trachtenberg asked whether the City Council or City staff could have exercised any leverage over any decisions about disposition of the property. Leah Messner said they do not play a role in that, other than appointing a few members to the Board.

5. Jim Gasaway commented that last month and this month there has been some question raised about the legality of taking of the property or setting aside the property, and asked for a comment from legal staff. Leah Messner said this is a little bit different because the property a month ago was not currently zoned industrial. The property tonight is zoned industrial and they're asking for a plan change and a zoning change. The Commission is completely within it's authority to recommend denial of the zoning change as the property is currently zoned industrial. It is her opinion that does not raise any legal issues of setting aside.

6. Zev Trachtenberg asked the legal status of the Plan designation; is it something that a person purchasing property can expect to continue? Leah Messner responded

that the Plan is a long-range guidance document and she does not think it creates any expectation that the property will either remain as it is or that it will become something else. The underlying zoning is controlling.

7. Roberta Pailes commented that there's always an expectation you can get something changed, but if you buy land on speculation it is speculation and the City doesn't have any legal necessity to make sure that speculation is profitable.

8. Sean Rieger - I certainly understand what you're saying, Commissioner Pailes, and counsel. But you can take it beyond basic zoning and that's what the City is doing in both of these projects. We're going beyond Plan and zoning. Because if you look at page 8a-3 you can see what the City is eyeing here is very specific uses beyond zoning. If you look at the staff analysis at the bottom of that page, 8a-3, what they're saying is that "large tracts with access to major highways should be considered prime industrial property and should be reserved when possible." That's not zoning. That's condemnation. Reserved. Set aside for a specific purpose. We're not talking about a purpose of industrial. It's very clear your purpose is not small tract industrial. I believe if we were here tonight with a small tract industrial site you'd shut that down as well. You want large tract, employer-based opportunity sites. That's been very clearly made in both of these zonings. That's the impetus. It goes far beyond zoning. It goes to a specific public purpose that you have set aside land to make it be used for.

9. Tim Shannon, 4704 Augusta Drive - I'm an orthodontist here in Norman. The reason why I state that is because I'm an orthodontist; I'm not a developer. But I have a genuine interest in this property because of the fact that I live less than half a mile from it on 12th Street. 12th Street essentially dead-ends into the river; I live at the end of that spot. So in passing by this when this property came up for sale, one of the reasons why I expressed interest is to protect the neighborhood that I live in, that all of my kids have been raised in, and protect the lifestyle that I have.

When we put this property under contract, I went through a series of steps, because I'm obviously not a developer. The first thing I did was contact Equity Realty - Eric Flesky - and speak with him about the potential uses here of what it could be used for. He was the one that suggested this could be industrial, which it was, but he said actually a better use would be doing a multi-family type deal with senior housing being a particular need that was going on right now and along with mixed use, in other words adding some commercial and things because that attracts those type of businesses. So following that advice, we then sought counsel with the City and on multiple occasions we met with them out here and just following guidance and things that they said - said I see the idea where you're going with this and I don't foresee that there would be an issue. Now, granted, there's no guarantee, and I understand that. But we took every step that we were guided with along the way, including two or three traffic studies that cost my family a lot of money. So the key here is that I'm not seeking the home run hit here trying to develop something. I was trying to protect it. Just trying to make sure that whatever development was done here will be something that I would like to see going by on my way home every day. Now, obviously, if there was a

nice business that came in and wanted to do something, I would have no problem with it. What I wanted to protect was against a concrete plant coming in here and having trucks pulling in and out of there or things of that nature. I didn't want a long strip of warehouses with little things pulling in and out of it. So following the advice of the people that we spoke to, we proceeded with the closing and closed on the property. Like I said, went through every step.

We didn't come to the final Council; only the engineers came, and the reason why is because we had been given a green light the whole way. We talked to the engineers that day and said we're going before the Council tonight, do you want us to be there. And they said if you want to be but it looks like everything is fine. They went through, did the entire presentation, everything seemed to be going well, and then Mr. Cubberley was the one who presented the objection. He's my councilman from my district. So based on his discussion was why the project was voted down. So then I discussed with various friends that I have on the Council how could this happen that an objection was never brought up to this point and then all of a sudden we were shut down. And basically he stated - Mr. Cubberley, meeting with him he said I only had one objection and that's the commercial. I do not want any commercial up and down 12th Street. We said, well, that's fine. We can convert that to office. We only provided that as a way of providing a mixed use, which was supposed to be the best use for this development, but we weren't tied to that. We asked the engineer; he said he couldn't suggest changes because it's not his property, so that's why he wasn't able to offer an objection. After meeting with the other Council members, I asked them why they objected, and the basic premise was that if your own councilman objects to your development the chances of you getting it passed without being there to defend yourself are not very likely. And that was the whole premise for why the whole project was shut down. So after that, we made the changes that Mr. Cubberley - I've spoken with him, he said he's totally onboard with this project entirely, and met with other Council members that said the same thing. So if - when you make a purchase, you do your due diligence and try to make sure that you're doing something and giving yourself the best chance for success. Specifically putting my financial stability at risk to do this development and trying to do something good for this community.

I have no problem if the City thinks that this industrial is a good use if they or someone else wants to do it. But the key is, in having the property for three years and in doing this, during that time we've had half a dozen offers for the property, but every one of them have been for senior housing development, things of that nature. Not once has there been an offer or any communication along any lines along industrial use, and that's what it's already zoned for. Every bit of the interest was for the changes that were being talked about in dealing with the property. So in telling me that I can't do something with this, I don't know - who knows when that will be. And the other thing is that I bought the land at the price that it was based on under the assumption that, yes, this is an elevated price because of the fact of what I thought I could do with it. So I'm paying property taxes that are three times the amount of what the people next to me are because theirs is agricultural. And, in essence, if I'm sitting around waiting for someone to come along and offer me for this, all that is is farm land. So I'm going to continue to pay property taxes, the expense of buying this and everything, and yet

being told I'm sorry, you're just going to have to wait until something comes along. I understand that there's risk but I just want you to know the time and the due diligence that went into pursuing this and that this wasn't just an arrogance or – because I'm not a developer; that's not how my mind works. This was an emotional purchase based on the fact that I live in this area and I want to see something good done with it. That's all that I really wanted to say.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Tom Knotts moved to recommend adoption of Resolution No. R-0910-96, Ordinance No. O-0910-25, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT, with an alley waiver for the office area, to the City Council. Andy Sherrer seconded the motion.

1. Jim Gasaway voiced his intent to vote against the motion. He wants to respect the message that the Council sent to the Commission. Even though that may be a change in the way the Commission and Council have looked at rezoning, specifically industrial land, I think it's a message they wanted sent perfectly clearly to us, which resulted in the Industrial Land Use Study. If the commercial use changed to office use was their main objection, that's certainly their option.
2. Paul Minnis indicated he would vote in favor of this. He believes that staff's comments about approving the plat in phases makes a lot of sense. Especially after the recent tornado, there were power lines down and people couldn't get to or from their houses because the one way in/out was blocked. Tom Knotts indicated he would not accept a friendly amendment. Paul Minnis indicated he would vote against the motion.
3. Andy Sherrer commented that more and more it becomes apparent that the City needs to look for agencies or an entity of some kind that can hold some of the industrial land, so that when the time comes there is the ability to act and proactively provide the opportunity for employers.
4. Tom Knotts commented that having the wellhead in the middle of the tract is a problem for the long, narrow tract, and having it abutting low-density residential makes this not a good industrial site.
5. Zev Trachtenberg said his concern is procedural. He doesn't want to minimize the applicant's experience. As a matter of policy, he thinks Mr. Sherrer's suggestion is a very good one and, as a general rule, just as individuals should pay for what they get, communities should pay for what they get. However, he also believes that there are procedures and processes that we establish as a community. When there is a Plan change, it has to be done on the basis of the public interest. If anybody gets to speak for the public outside of the planning process, it is the City Council. The City Council has the authority and they spoke very firmly. There is only one way to determine what the City Council thinks, and that is to send it up to them and see what their vote is. He

wants to uphold the idea that we're a community that operates according to a plan. He will be voting against the motion on that basis. The Planning Commission's responsibility is to be thinking in terms of the City as a whole and the processes of the City as a whole.

6. Tom Knotts countered that the process includes staff. The evidence that was shown was that they went through the processes of trying to come to an agreement, and thought they had one, and then they were rejected without any indication up until that point. The process of making those changes was followed.

7. Diana Hartley said she feels badly for the applicant, because she thinks he got bad advice from the realtor who was trying to make a sale. She thinks the engineer telling the applicant not to attend a City Council meeting when their item is on the agenda probably wasn't good advice. She served on the 2025 Plan Committee, and it's very difficult for her to vote to change something without a more compelling reason.

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

YEAS	Tom Knotts, Roberta Pailes, Andy Sherrer,
NAYES	Diana Hartley, Paul Minnis, Jim Gasaway, Zev Trachtenberg

MEMBERS ABSENT	Chris Lewis, Curtis McCarty
----------------	-----------------------------

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-0910-96, Ordinance No. O-0910-25, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT, with an alley waiver for the office area, to the City Council, failed by a vote of 3-4.

Jim Gasaway asked if a positive motion that fails goes forward to Council as "no recommendation" from Planning Commission, or as a recommendation to "do not pass." Leah Messner said that a motion to approve that had a 4-4 vote would fail. It could be followed by a motion to deny. If that also failed, it would go forward with no recommendation. In this case, the positive motion failed, and it goes forward with no recommendation if there is no further motion.

* * *



City of Norman, OK

Item 36

Text File

File Number: PP-1011-1

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

Introduced: 6/11/2010

Current Status: Non-Consent Items

Version: 1

Matter Type: Preliminary Plat

Title

CONSIDERATION OF A PRELIMINARY PLAT FOR VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT (A REPLAT OF LOT 1, BLOCK 1, SHAKLEE ADDITION - FORMERLY KNOWN AS NRH FOUNDATION ADDITION) AND WAIVER OF ALLEY REQUIREMENTS FOR THE COMMERCIAL OFFICES.

Motion to approve or reject the preliminary plat and waiver of alley requirements for the commercial offices.

Body

BACKGROUND:

This item is a preliminary plat for Victory Park Addition, a Planned Unit Development, a Replat of Lot 1, Block 1, Shaklee Addition and is generally one-quarter of a mile north of Cedar Lane Road on the east side of 12th Avenue SE. This property consists of 27 acres; a total of 310 residential units; two (2) office commercial lots; and four (4) common areas. Currently there is an active oil well within the property. The owner of the property and the 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 an existing oil well site.

Planning Commission, at its meeting of May 13, 2010, made a motion for approval of the request to amend the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Office Designation and Medium Density Residential Designation; place this property in the Planned Unit Development and remove it from I-1, Light Industrial District and the preliminary plat for Victory Park Addition, a Planned Unit Development, with alley waiver. The motion failed on a vote of 3-4.

DISCUSSION:

The mixed-use Planned Unit Development in this preliminary plat proposes the following uses:

- 10,750 square-foot office buildings
- 47 units of residential condos / townhouses
- 263 apartment units
- 2.69 acres of common area

Combined, these land uses are expected to generate approximately 2,484 trips per day. The traffic capacities on the surrounding arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated.

(See attached table showing traffic impacts)

Because of its size and traffic generation potential, the applicant was also required to prepare a more detailed Traffic Impact Analysis. This study evaluated future peak hour traffic conditions.

The area surrounding the proposed development is experiencing significant growth, predominantly residential in nature. Previous traffic studies submitted with those plats have identified the need to improve the intersections of 12th Avenue SE with Cedar Lane Road and State Highway 9, and the widening of Cedar Lane Road, from 12th Avenue SE to Classen Boulevard. Traffic impact fees have already been established for these improvements and projects are included in the City's 5-year Capital Improvement Plan. This development will be required to fund a portion of the cost of these projects based on its trip generation potential. Additionally, improvements in the form of a new traffic signal with roadway widening to provide a southbound exclusive left turn lane, will be required at the intersection of 12th Avenue SE and Victory Park Drive. This development will also be required to fund a portion of the cost (10%) based on its trip generation potential.

Traffic impacts associated with this development will be mitigated with the various transportation improvement projects already planned for the area and the proposed widening and signalization of the 12th Avenue SE and Victory Park Drive intersection. Traffic impact fees of \$378.68 per p.m. peak hour trip will be collected with each final plat. A copy of the Traffic Impact Assessment is included for your reference.

Public improvements for this property consist of the following:

Alley. Planning Commission, at its meeting of May 13, 2010, made no recommendation for the waiver of the alley requirements. Adequate circulation has been provided and the alley would not function with the configuration of the office-designated property.

Fire Hydrant. 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 will be installed off plat to an existing system located south of State Highway No. 9 and west of Classen Boulevard. Staff has evaluated the system. The interceptor lines do have capacity to include this property. However, an off-site easement will be required from the adjacent property owner before the sewer line could be installed.

Sidewalks. Sidewalks will be installed in accordance with approved plans. Sidewalks are required adjacent to 12th Avenue S.E.

Storm Sewer. Stormwater runoff will be conveyed to proposed privately maintained detention facilities.

Streets. Twelfth Avenue SE will be constructed as an arterial street in accordance with approved plans and City paving standards. Staff will recommend deferral of street improvements with any final plat.

Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. There is an existing 12-inch (12") water main adjacent to 12th Avenue SE.

Traffic Signalization. Traffic signal impact fees previously established for development in the area (e.g., 12th Avenue SE at its intersections with State Highway 9 and Cedar Lane Road), as well as those associated with the widening and signalization of the 12th Avenue SE and Victory Park Drive intersection, will be applied to this development at the time of final plat filing. The applicant will be required to pay \$378.68 per p.m. peak hour generated trip to cover their proportional share of the cost based upon the projected traffic volume.

Public Dedications: All rights-of-way and easements will be dedicated to the City. Any additional easements will be dedicated to the City with final platting.

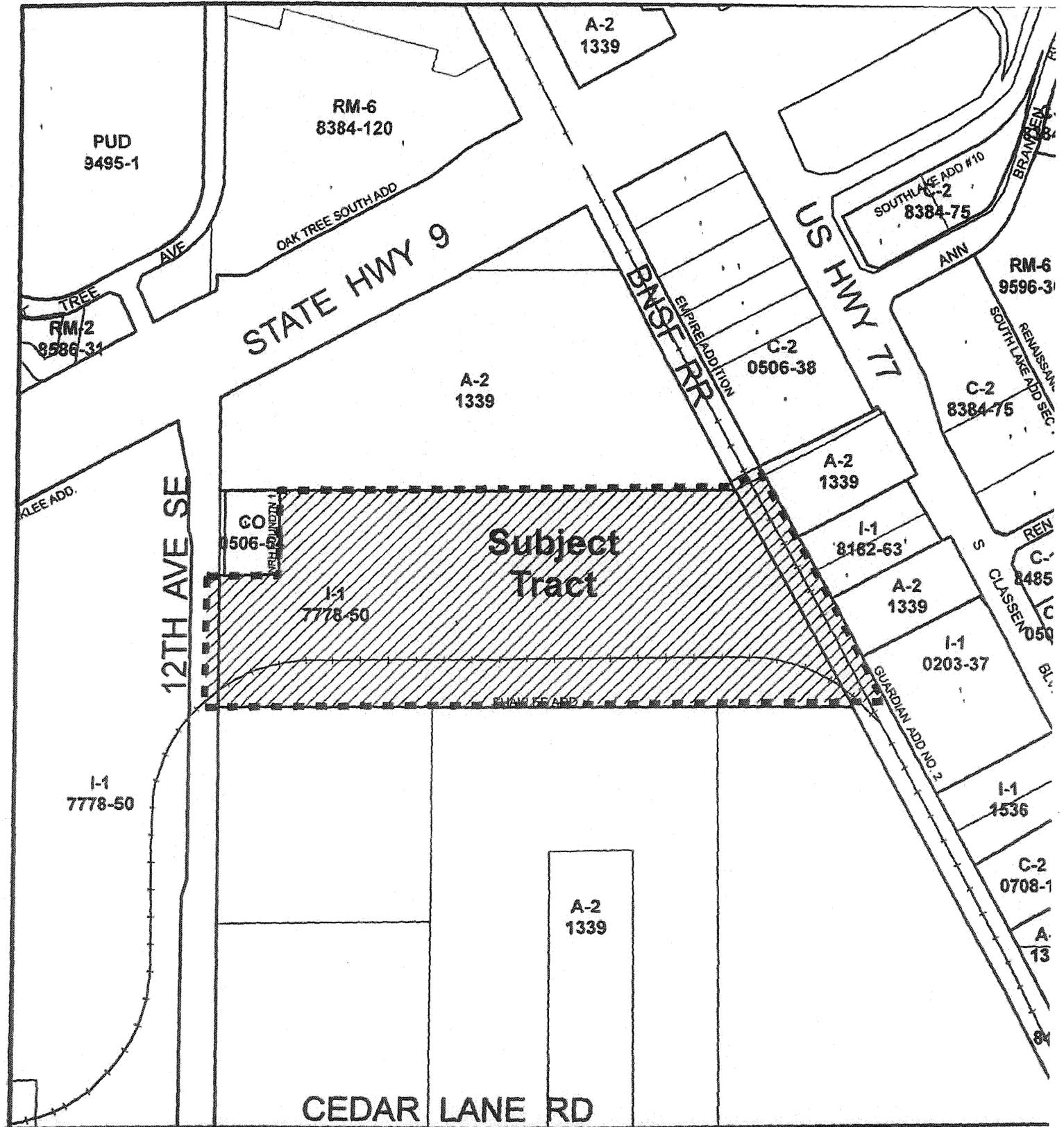
STAFF RECOMMENDATION:

Staff is recommending approval of the first two (2) phases of Victory Park Addition that will result in forty-seven (47) residential units but the remaining phases of development will need a secondary/emergency access to Cedar Lane or 12th Avenue SE before additional final plats are submitted to the Planning Commission. The phases of development are shown on the preliminary site development plan.

Based on the above information, staff recommends approval of the preliminary plat for Victory Park Addition, a Planned Unit Development subject to the approvals of R-0910-96 and O-0910-25.

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day) (1)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% LOS 'E' CAPACITY USED (EXISTING)	% LOS 'E' CAPACITY USED (PROJECTED)
12th Avenue S.E.	2	14,076	1,615	15,691	17,100	82.32	91.76
Classen Boulevard	7	55,749	210	55,959	56,100	96.49	99.75
Cedar Lane Road	2	14,292	869	15,161	17,100	83.58	88.66
S.H. 9 (2)	6	41,643	1,490	43,133	58,000	71.80	74.36

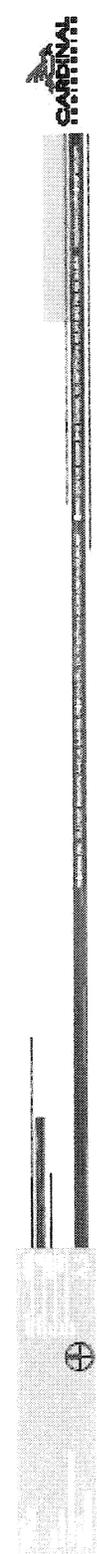
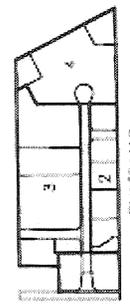
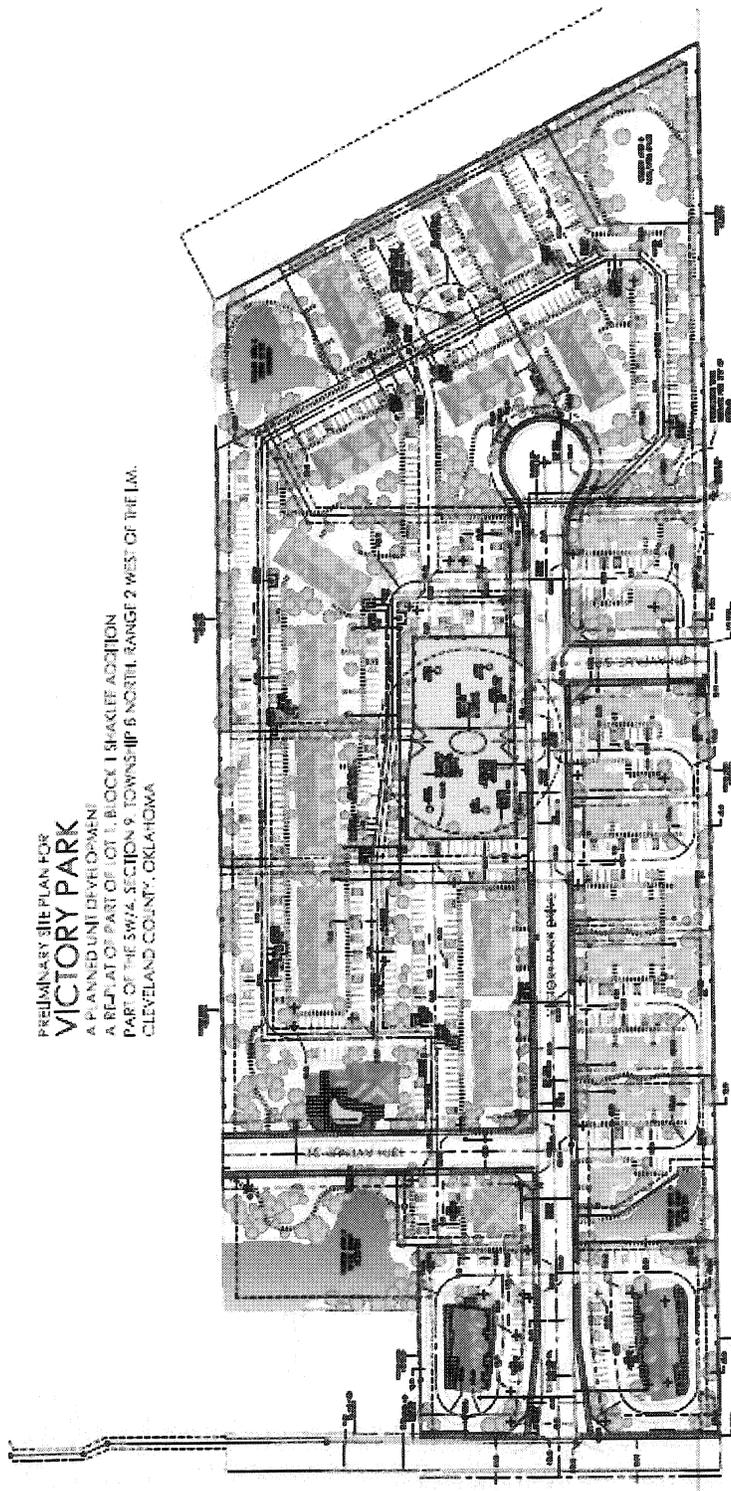
- (1) Includes projected traffic from Saint James, Eagle Cliff, Eagle Cliff South, Cobblestone Creek, South Lake, Cobblestone Creek Golf Course, Cobblestone West, Eagle Cliff and Eagle Cliff South, Independence Valley and The Links Additions
- (2) Currently 4 lanes wide. ODOT plans to widen from 4 to 6 lanes.



PRELIMINARY PLAT - VICTORY PARK ADDITION, A Planned Unit Development

OWNER/DEVELOPER: Shannon O Moore, L.L.C.
 ENGINEER: Cardinal Engineering

PRELIMINARY SITE PLAN FOR
VICTORY PARK
 A PLANNED UNIT DEVELOPMENT
 A PART OF PART OF LOT 1, BLOCK 1 SHAKER ACCESSION
 PART OF THE SW/4 SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE 10TH
 CLEVELAND COUNTY, OKLAHOMA



PRELIMINARY PLAT

ITEM NO. 8c

STAFF REPORT

ITEM: Consideration of a Preliminary Plat for VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT (a Replat of LOT 1, BLOCK 1, SHAKLEE ADDITION) (formerly known as NRH FOUNDATION ADDITION).

LOCATION: Generally located one-quarter of a mile north of Cedar Lane Road on the east side of 12th Avenue SE.

INFORMATION:

1. Owner. Shannon O. Moore, LLC.
2. Developer. Shannon O. Moore, LLC.
3. Engineer. Cardinal Engineering

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing this property.
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 zoning classification.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2 zoning classification.
4. February 9, 1978. Planning Commission, on a vote of 8-0, recommended to the City Council that this property be placed in I-1, and removed from A-2, zoning classification.
5. February 9, 1978. Planning Commission, on a vote of 8-0, approved the preliminary plat of Shaklee Addition.
6. February 28, 1978. City Council adopted Ordinance No. O-7778-50 placing this property in I-1, and removing it from A-2 zoning classification.
7. April 13, 1978. Planning Commission, on a vote of 7-0, recommended that the final plat of Shaklee Addition be approved.

HISTORY (con't):

8. May 2, 1978. City Council approved the final plat for Shaklee Addition.
9. June 9, 1978. The final plat for Shaklee Addition containing Lot 1, Block 1, was filed of record with the Cleveland County Clerk.
10. April 13, 2006. Planning Commission, on a vote of 9-0, recommended to City Council the amendment of the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Commercial Designation.
11. April 13, 2006. Planning Commission, on a vote of 9-0, recommended to City Council this property be placed in CO with Special Use for an EMT Facility for one acre of the property and removing it from I-1 zoning classification.
12. April 13, 2006. Planning Commission, on a vote of 9-0, recommended to City Council that the preliminary plat for NRH Foundation Addition be approved with alley waiver.
13. April 9, 2009. The Norman Board of Parks Commissioners, on a vote of 6-1, recommended fee in lieu of park land for the preliminary plat for Victory Park Addition.
14. April 9, 2009. At the request of staff, the land use change, rezoning and preliminary plat for Victory Park Addition were postponed by Planning Commission, on a vote of 7-0.
15. May 14, 2009. At the request of staff, the land use change, rezoning and preliminary plat for Victory Park Addition were postponed by Planning Commission, on a vote of 5-0.
16. June 11, 2009. At the request of staff, the land use change, rezoning and preliminary plat for Victory Park Addition were postponed by Planning Commission, on a vote of 5-0.
17. July 9, 2009. Planning Commission, on a vote of 5-0, recommended to City Council that the NORMAN 2025 Land Use and Transportation Plan be amended for the property from Industrial Designation to Commercial and Medium Density Residential Designation.
18. July 9, 2009. Planning Commission, on a vote of 5-0, recommended to City Council that this property be placed in Planned Unit Development District, and removed from I-1, Light Industrial District, zoning classification.
19. July 9, 2009. Planning Commission, on a vote of 5-0, recommended to City Council that the preliminary plat for Victory Park Addition, a Planned Unit Development be approved.

HISTORY (con't):

20. August 25, 2009. City Council denied the amendment to the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Commercial and Medium Density Residential Designation. The zoning ordinance and preliminary plat were not heard.
21. March 11, 2010. Planning Commission, on a vote of 9-0, postponed the request to amend the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Office Designation and Medium Density Residential Designation.
22. March 11, 2010. Planning Commission, on a vote of 9-0, postponed the request to place this property in the Planned Unit Development, PUD and remove it from I-1, Light Industrial zoning district.
23. March 11, 2010. Planning Commission, on a vote of 9-0, postponed the preliminary plat for Victory Park Addition, A Planned Unit Development.
24. April 8, 2010. Planning Commission, on a vote of 8-0, postponed a request to amend the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Office Designation and Medium Density Residential Designation at the request of the applicant.
25. April 8, 2010. Planning Commission, on a vote of 8-0, postponed a request to place this property in the Planned Unit Development, PUD and remove it from I-1, Light Industrial zoning district at the request of the applicant.
26. April 8, 2010. Planning Commission, on a vote of 8-0, postponed the preliminary plat for Victory Park Addition, a Planned Unit Development at the request of the applicant.
27. May 13, 2010. The applicant has made a request to amend the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Office Designation and Medium Density Residential Designation.
28. May 13, 2010. The applicant has made a request to place this property in the Planned Unit Development, PUD and remove it from I-1, Light Industrial zoning district.

IMPROVEMENT PROGRAM:

1. Alleys. The engineer for the applicant has made a request to waive alley requirements for the office areas. Adequate circulation has been provided for service and emergency vehicles.
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 constructed in accordance with approved plans and City and Environmental Quality Standards. A sanitary sewer main will be installed off plat to an existing system located south of State Highway No. 9 and west of Classen Boulevard. Staff has evaluated the system. The interceptor lines do have capacity to include this property. However, an off-site easement will be required from the adjacent property owner before the sewer line could be installed. If easements cannot be obtained, this sanitary sewer solution will be null and void.
5. Sidewalks. Sidewalks will be constructed in accordance with approved plans.
6. Storm Sewers. Stormwater runoff will be conveyed to proposed privately-maintained detention facilities.
7. 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 any final plat.
8. Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. There is an existing 12-inch (12") water main 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 letter of request to waive alley requirements are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The property owner and owner of the oil well have worked out an agreement on future accessibility, fencing and operation of electrical lines and oil lines and other procedures in developing around an existing oil well site. The developer has proposed four phases. Staff is not opposed to the first two (2) phases with Phase 1 being two office lots and Phase 2 being 47 units, but the remaining phases will need some form of secondary or emergency access to Cedar Lane before final plats can be submitted to Planning Commission. Staff recommends approval of the request to waive alley requirements based on the fact adequate circulation has been provided for service and emergency vehicles and approval of the preliminary plat for Victory Park Addition, subject to the approvals of the Land Use Plan and Rezoning requests.

ACTION NEEDED: Recommend approval or disapproval of the request to waive alley requirements for the commercial office property and approval or disapproval of the preliminary plat for Victory Park Addition to City Council.

ACTION TAKEN: _____



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: March 2, 2010

CONDUCTED BY: David R. Riesland, P.E.
Assistant City Traffic Engineer

PROJECT NAME: Victory Park Addition

PROJECT TYPE: Office and Multi-Family

SURROUNDING ENVIRONMENT (Streets, Developments)

Agricultural to the north and south, commercial to the east, and industrial to the west. 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. Provisions 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 and 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 and future). Speed Limit - 35 mph. No sight distance problems. No medians.

ACCESS MANAGEMENT CODE COMPLIANCE: YES NO

The initial access point onto 12th Avenue SE has adequate separation and intersection corner clearance. An additional point of access to the south is proposed for a future connection to Cedar Lane Road.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	2,484	1,242	1,242
A.M. Peak Hour	166	37	129
P.M. Peak Hour	228	142	86

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 area surrounding the proposed development is experiencing significant growth, predominantly residential in nature. Previous traffic studies submitted with those plats have identified the need to improve the 12th Avenue SE intersections with Cedar Lane Road and with State Highway 9 as well as the widening of Cedar Lane Road from 12th Avenue SE to Classen Boulevard. Traffic impact fees have already been established for these improvements and projects have been included in the City's 5-year Capital Improvement Plan. This development will be required to fund a portion of the cost of these projects based upon its trip generating potential. Additionally, improvements in the form of a new traffic signal with roadway widening to provide a southbound exclusive left-turn lane will be required at the intersection of 12th Avenue SE and Victory Park Drive. This development will also be required to fund a portion of this cost based upon its trip generation potential.

Traffic impacts associated with this development will be mitigated with the various transportation improvement projects already planned for the area and the proposed widening and signalization of the 12th Avenue SE and Victory Park Drive intersection. Traffic impact fees, assessed at \$378.68 per PM peak hour generated trip, will be collected with each final plat.



Engineering
Environmental
Surveying

March 31, 2009

City of Norman
Attn: Mr. Ken Danner
201 West Gray Street, Building A
Norman, OK 73069

RE: Victory Park Preliminary Plat
Request for Alley Waiver

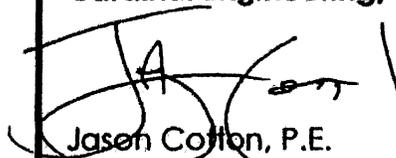
Mr. Danner:

As agent for the applicant, Cardinal Engineering, Inc. respectfully requests a waiver of the alley requirements for the above referenced addition for all commercial and residential areas in accordance with Section 19-402 of the City of Norman Code of Ordinances.

All utilities, sanitation access, emergency access, and fire protection will be provided and identified without the use of an alley.

Please contact our office at (405) 579-0655 should you have any questions or comments regarding this request.

Sincerely,
Cardinal Engineering, Inc.



Jason Cotton, P.E.
Project Manager

Oklahoma City
1015 N. Broadway
Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

Norman
3226 Bart Conner Drive
Norman, OK 73072
Phone 405.579.0655
Fax 405.366.8540

ITEM 8. being

**CONSIDERATION OF PARKLAND DEDICATION REQUIREMENTS FOR
VICTORY PARK PUD**

Victory Park PUD is located in Section 9 of Township 8 North, Range 2 West of the Indian Meridian. It is bounded by Cedar Lane Road on the south, State Highway 9 on the north, 12th Ave. SE on the west and the BNSF Railroad on the east. This section is a smaller-than-normal section, since it is cut-off from being square by both the railroad and the highway. The parcel lies east of the Astellas industrial property and just north of the proposed Cedar Lane PUD. There are 310 RM-6 units in this addition for a total required parkland dedication of 1.3718 acres.

This development will yield \$23,250 in Neighborhood Park Development Fees and the same amount in Community Park Development fees once all building permits have been issued. The layout of Victory Park Addition shows several areas of open space throughout the area; however none of these equals the public park requirement in one single location, and the city is not interested in having several ½-acre-or-less parks in the area. In talking with the developer's engineer, there is also some uncertainty about how the final site plan will be laid out once development begins. Because of this unknown factor, the developer is hesitant to propose a private park decision made up of the multiple green spaces in the development. The developer is not sure the final layout will be able to account for the 2.7436 acres of private land that would be needed to satisfy a private park decision.

Based on these factors, the developer would like to request a fee-in-lieu of land decision. These fees would be used to purchase land in the residential area that is likely to develop south of Victory Park, which is zoned residential, as well. Ideally, a park for this section of town will be centrally located along the property line between Victory Park and whatever residential development is proposed to the south.

It should also be noted that the Victory Park PUD Addition is in an area of town that will also contain the 6.32 acre public park in the Cedar Lane PUD to the south of Cedar Lane Road; and this area is already home to the 8.0 acre Eagle Cliff Park southwest of the Cedar Lane and 12th Avenue Intersection. These large neighborhood parks will also help provide recreational opportunities to those living in the truncated section of land where Victory Park is being proposed.

Staff recommends the Board of Park Commissioners make a fee-in-lieu of land decision for the Victory Park PUD.

Chairman Goth asked if there was an estimated time as to when there would be a final plat design. Jason Cotton with Cardinal Engineering spoke and said the best way to answer this would be to say the PUD Design Statement shows a five year development schedule with development from the west into the parcel starting with the commercial development. Final platting is basically based on how much interest there is in the parcel.

Commissioner Marley questioned if it was being suggested to take a fee-in-lieu of land decision because of the commercial density. James Briggs stated yes because it was unclear as to how many residential units there would be and the fee would be used to buy additional land in the same section.

Commissioner Gallagher asked what the guarantee would be to acquire additional land. James Briggs stated the next developer would be required to provide land and we would buy additional land from them. While there is never a guarantee we have a good tradition of that happening. The plat could also be revisited when a more firm idea as to how it will develop occurs. Commissioner Gallagher also expressed concern about how children would access the park site safely.

Commissioner Marley asked if a final plat would come back to the Board. James Briggs and Jud Foster both stated that if the plat is revised it will be brought back for further review.

Commissioner Ferrier made the motion to recommend fee-in-lieu of land and Commissioner Brigham seconded. The vote was taken with the following results:

YEAH: Chairman Goth and Commissioners Brigham, Farley, Ferrier, Hoover and Marley.

NAY: Commissioner Gallagher

ITEM 9, being

SPRING PARK TOUR DISCUSSION FOR MAY MEETING

Jud Foster told the Board staff tried to put together a tour of facilities that had received updating or were new facilities the Board had not seen. If there was anywhere else a member would like to visit please let staff know and it would be added to the list. Commissioner Goth asked about visiting the new walking path in Kiwanis Park. Commissioner Ferrier asked if there were any drawings on Legacy Park. Jud Foster stated last week the 95% complete plan was received and he is working on getting a sketch up model of the park for review. He anticipates by the May meeting the final drawings should be available.

Item No. 8, being:

CONSIDERATION OF A REQUEST SUBMITTED BY SHANNON O MOORE, L.L.C. FOR A TRACT OF LAND GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

8A. RESOLUTION NO. R-0910-96 - SHANNON O MOORE, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-0910-8) FROM INDUSTRIAL DESIGNATION TO OFFICE DESIGNATION AND MEDIUM DENSITY RESIDENTIAL DESIGNATION ON PROPERTY GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report

8B. ORDINANCE NO. O-0910-25 - SHANNON O MOORE, L.L.C. REQUESTS REZONING FROM I-1, LIGHT INDUSTRIAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

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

8C. CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHANNON O MOORE, L.L.C. (CARDINAL ENGINEERING) FOR VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT (A REPLAT OF LOT 1, BLOCK 1, SHAKLEE ADDITION)(FORMERLY KNOWN AS NRH FOUNDATION ADDITION), GENERALLY LOCATED 910 FEET SOUTH OF THE INTERSECTION OF STATE HIGHWAY 9 AND 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Plan
6. Request for Alley Waiver

PRESENTATION BY STAFF:

1. Doug Koscinski - This item was postponed last month. It was here last year in a slightly different form. Subsequent to that meeting, the City Council unanimously denied the request. The applicant has reworked their request and resubmitted it. This property is located a little bit south of Highway 9 on the east side of 12th Avenue S.E.

The tract is about 28 acres in size. It is currently zoned Industrial and platted as an industrial lot. The Plan carries it and the tract to the north as Industrial, and the applicant is asking for a change to Medium Density Residential with some Office uses along the frontage. There is a companion rezoning request and a preliminary plat. It is requested to be a PUD, which is a preferable way to do business. The property is generally vacant at this point. The hospital created an EMT site out of it and left the remainder which they have sold to this applicant. There is a fairly large detention pond just off the site that comes onto this site, which might be problematic for development of the northern parcel, and is one of the reasons the applicant was asked to provide access through this site; the detention pond will impact access to 12th Avenue from the northern parcel. To the south is a vacant farmed tract that is zoned Agricultural, but programmed for residential use. There is an active oil well that heavily impacts this site; it will remain active. The applicant had to provide alternative access to the well, but it will be incorporated within the plat with a 125' no-build radius around it. The development will generally be multi-family uses. Staff was not able to support this request, largely based on the Council's direction and the results of the Industrial Study that was recently finished. There were no filed protests on the request.

2. Jim Gasaway asked why the Council rejected the previous proposal. Doug Kosciński responded that one of their statements was that they thought that large industrially zoned tracts should be preserved. We heard that repeatedly later on from a couple of different sources. This is about 27 acres and is located right off Highway 9. If it could be combined with the tract to the north, you would have a tract of about 40+ acres along the "Technology Corridor" of Highway 9. It was zoned Industrial when the applicant bought it, so we are not taking something away from him.

3. Tom Knotts asked the genesis of the detention pond. Doug Kosciński said he was told that it was a borrow pit for some of the Highway 9 construction. This development incorporates part of it for their detention. In theory, it would be possible to fill the hole and relocate detention somewhere else on the site.

4. Tom Knotts asked the difference between the current proposal and the one that was rejected. Doug Kosciński explained that the difference is essentially the two tracts along 12th Avenue S.E. which are intended for office uses in this proposal, but were previously planned for retail commercial uses.

5. Roberta Pailes noted that the Madole family owns the parcel to the north and previously indicated it would not be used for anything other than agricultural in the near future. The pond is currently watering cattle. She asked if it would change the recommendation if the parcel to the north will not be available to create a larger industrial parcel in the foreseeable future. Doug Kosciński responded that he has no way of knowing when someone might sell a parcel, or when someone might make an offer that they couldn't refuse.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, representing the applicant - It's going to feel a little bit like déjà vu (all over again) for several reasons. We were here last month on the north side of Norman with really the same issue that we're really here on tonight. This one is sort of double déjà vu in that you have actually seen this project specifically before in July, 2009. So we're going to talk through quite a few things tonight as to what has happened in the past few months, as the City's positions now have changed on this particular project and otherwise, and why we believe you ought to approve of this. Let me first say, though, it was just mentioned by Mr. Koscinski that the developer bought this land subject to industrial. I want to stress that that developer, over two years ago, came to the City, worked with them - I believe they just said over a dozen times - in the contractual stage - worked with the City to say these are our plans; are we going to be okay with this? Back and forth between City staff and this developer before they accepted a deed to this property, and all seemed to be well and good. And, in fact, all seemed to be well and good with this Commission and with the staff all the way until very recently when the Industrial Land Study came about. We're going to talk through all of that.

As Mr. Koscinski showed you, this is the tract on 12th Avenue S.E. just south of Highway 9. This area has changed quite a bit, frankly. This area was also largely industrial on Classen Boulevard. That changed to commercial. But what you see on the south side of this tract is low-density residential. That's what's planned next to this tract. There is significant residential growth coming up from the south side. So that residential growth is probably going to continue on up to the north to meet this tract, so we have to think about what this tract becomes to buffer against that residential as we go forward. The existing zoning is industrial on this particular tract, but it is A-2, Agricultural, to the south and it is A-2 to the north. So the north is not, in any way, as we've heard many times, teed up industrial site or anything like it; it is A-2, Agricultural. So, at some point, that north tract is going to be coming through this process to be something - who knows what? But it is not teed up ready to go as an industrial site.

There is the land, you see right here. And, actually, we believe the photo you were just shown of the oil site is actually this site, I think, off screen. The actual oil site right now is right there in the middle and it's a capped site; it is not really an active site. It is there. It's still right in the middle of the land and there are State statutes that require us to stay a certain distance away from it, because it is there, but it is not an active - tankers coming to it and going from it - kind of a well site. That is not what's there at that point. But it does create a challenging site, also, to the extent that you want it as a large industrial tract - you have an oil well site right in the middle of it. So it doesn't really work as a large industrial site when you have that right in the middle of it. It actually is far more conducive to small sites or small lots - something of that nature.

This is the plat. I'm not going to spend a lot of time on the actual plat, because you have seen this exact same plat, only subject to one very different edge, before. In July, 2009 you saw that drawing. You saw that plat. You approved it unanimously. The only thing different that we bring to you tonight on this site plan is on the far left

edge. Before that was shown as commercial; tonight it is shown as office. That is, in substance, the only change before you from July, 2009 when you voted unanimously to approve this and send it forward, and at such time when staff supported it as well. This site plan, just to go over it again, though, in case you have slept since then, is office on the edge at the left. You see the entry drive right here coming in to a cul-de-sac. And then these are private drives that carry around the site around the periphery. These are basically luxury townhomes on the south side. You see a seniors complex - multi-family - on the far end. This is really a 50s-plus residential multi-family off that edge. We have connector streets in place, just as staff says, so we connect to the adjacent sites. The oil well site, again, is technically an oil well site, but not an active one. It is buffered extensively and left unto itself, unaltered.

Commissioner Knotts, you mentioned this on the left, and you are right that is not a waterway. There is no channel there; there is no stream there; there is no source of water coming or going from that site. That was, we understand, historically a borrow pit for the overpass over on 77, so it can indeed be altered at will and you won't be changing any kind of a water course or any kind of a natural drainage flow in that area; it is available to be changed. And that's something we suggest, is that this street can be shifted a little bit and buffered quite easily in that location. So if that becomes a problem or an issue, that can be resolved easily.

And, also, I just wanted to show you this. We're not proposing this tonight, but we are quite a bit south of the Highway 9 intersection. These are aerial views of several Highway 9 intersections. You see ours right at the top. There is that borrow pit. If you brought a street in right here, I want you just to notice the distance from that point up to the intersection as compared to across Highway 9 and also right down here. These are shown at the exact same scale - all these aerals. So if you look at the distance from that intersection of Highway 9 at 24th Avenue S.E. down to that street, you can see we're really very similar if you did have a street coming across to intersect 12th Avenue for that north site. The same thing over here at Highway 9 and 24th Avenue S.W. I want you to note again that distance, if you will - same scale as the upper left where we have the situation of that northern tract coming in to 12th Avenue. So I think there are possibilities there with the change of the borrow pit and with the location of some sort of an entry drive.

Let's get into the real discussion tonight and what I want to spend most of our time on. We spent this time last month as well. But realize why we're here tonight. This project, in the same form, in the same fashion, with the only change being the far left side was commercial and now is office, was in front of you on July 9, 2009. You were shown the same thing, the same discussion, voted unanimously for this project. The project was presented to you with staff support. It did go on to City Council. It went on after a couple of months. City Council did object to it. They did vote it down unanimously. I've talked to City Council members. We've looked at that. And what they said was that the commercial corner was a significant problem to them, and I'll go back and show you why. It was a significant problem for them because we stood in front of you over the past couple of years and we changed that entire band right there. See all that red? We changed all that from industrial to red commercial. We made that the commercial corridor in this area. And what Council has told me privately, and I

assume they will say this publicly soon, and I'm not speaking for them here tonight, but what we were conveyed in our information is that they objected that then this was going to become any other commercial corridor. They did not want that. A little commercial spot mid-line on 12th Avenue was not desirable to them; they had just changed, over the last couple of years, all of this to be commercial. That was to be the commercial thoroughfare; they did not want to start creating one over here. That was the just of their opposition is what I'm informed. They did have discussions about industrial, though. No question about it. And that's what spawned the Industrial Study. In fact, as to Mr. Connally's land on the north side that we were here last month, he got caught in the whirlwind of the Industrial Land Study that was thrust into the spotlight from this development in December or January, I believe it was. So that was discussed. But I don't believe that was the impetus as to what killed this project at Council. What killed this project at Council was commercial in the middle of 12th S.E. and that becoming a spot zoning of commercial right in the middle of that thoroughfare which they did not want. That was what shut that down.

We believe it's been taken too far on the Industrial Land Study analysis, and we're going to go through it again tonight. It's particularly important that you see how it affects this south site tonight, as it did the north site. I think it's very important to notice that in July, 2009 in the meeting at this podium as to this project, as to the 2025 land change, staff said, quote, "Staff fully supports the proposed change in the 2025 Plan because the area to the south of this is designated for low density residential. Most of the industrial designation in this area comes from a time when Xerox expected to build a facility in this area." So July 2009, at this podium, staff advocated to you that the Plan change of 2025 from industrial to this, with the exception of commercial versus now office on the left, was suggested as proper. It should be done. You did it. Council then objected to the commercial on the left, and we're back. But we believe it's irreconcilable to now say that the 2025 Plan change that was acceptable fully for everybody as to the remainder of the site is now not. It's completely incompatible. There's been nothing that has changed in the circumstances of Norman to justify that change of decision.

I'm going to repeat a little bit of what we talked about last month. But it's very important that we do that tonight on the record for this proposal. We know from the Industrial Land analysis, and we know from the staff report of the Connally project in north Norman, that this is what was said. "The actual demand for industrial land as stated in the 2025 Plan is estimated at 198 acres over the twenty year time frame." Roughly ten acres per year. We know that that has been basically our absorption rate, as we call it. Roughly ten acres a year. We know that we have a surplus, therefore it must not be a concern to lose some of the industrial land designated in the plan. I think, obviously, that's why staff supported the Plan change from industrial in July 2009 on this. We know that changing the Land Use Plan will not create a deficit of industrial land in the City. The amount of land designated for industrial land use in the 2025 Plan was six times what was indicated as the absorption rate. And we know that industrial land is one of the slowest to be absorbed. This is the actual chart from 2025. This will show you what the capacities in our town were planned as on 2025. You see, on the left side, the different categories. The primary dominant categories of zoning - industrial,

commercial, retail, office, and residential. In the next column you see the projected demand through 2025. You see 198 acres, 621.6 acres for commercial, 221 for office, 21,000 for residential. In capacity, you see what was planned in capacity. Industrial 1100, commercial only 600 - the demand was 621; office only 150 - the demand was 221; residential 25,000 versus a demand of 21,000. If you look at the right you see what has been expressed to you many times now, a vast excess of industrial land. Five hundred and fifty-five percent more than the demand was. 198 acres of demand; 1100 acres of capacity. At 10 acres a year, the difference being about 900 acres, we have 90 years of industrial land in the 2025 plan in capacity. So the Industrial Land Study was done. It was in the paper this morning. It has been talked about widely. And you know what it said; it said that the demand analysis in both 2020 and 2025 plans indicated a need for about 200 acres of land that would be absorbed during the 20 year life of each plan. The total amount of land that is currently zoned industrial and final platted is 191 acres, which would seem to indicate that all of Norman's foreseeable needs can be met now from what is already there. This land analysis also said that approximately 175 acres in the University North Park TIF area is still available for industrial purposes. I want you to think about that acreage - 175 acres in the TIF area is available for industrial purposes. Well, you just saw 2025 said the entire demand for the entire community was only 198 acres. University North Park alone can almost satisfy the entire demand we have, but it can do so even better than anybody else in our position, and it can do so because it's a \$54 million publicly subsidized TIF. It's a TIF that was focused on quality job development. I want you to read from article 5.e of the UNP TIF Project Plan, which said, "Attraction of quality jobs through economic development activities to recruit businesses not currently located in Norman and to provide quality employment opportunities in Norman." So the City has, in effect, subsidized what is still available as 175 acres, which is almost the total demand for the whole community, in University North Park. There's no lack of capacity and use of sites. It's already available on the north side.

Victory Park, and the gentlemen that are here tonight requesting your approval, have no public funding. They have no ability of the public to help them do any of these improvements to the land, and they don't even have a great site to do it for large tract industrial development. Last month, after we left for the Founders Park development, Mr. Don Wood came to the podium and talked with you a little bit about industrial land. You might remember that. It was in miscellaneous discussion. And he told you something very important as it affects this project tonight in difference to how it affected the one last month. I want to read that to you. He said, "We would like to be focused on something to the north because there's a 20 minute extra commute from the north end of Norman all the way around Highway 9 to that particular area" - the south - the Technology Corridor. "So if someone is making that commute every day, that's 40 minutes on their commuting time, when they get a job offer closer to home, they change jobs. So the employers that are down there" - in the Highway 9 Tech Corridor where we're talking about tonight - "are saying that's a problem for us." Keep thinking that way about having a north side business park site that we can figure out how to own and operate and have available. Well, that's good because we have that opportunity right there at University North Park. We're thinking that way. And then in the

Industrial Land Study, Don went on to say, "The industrial users are more interested in locating in the northern part of Norman. That puts the use close to I-35 and closer to the perceived employment base in Oklahoma City."

We're talking about south Norman tonight. We're talking about a site that is far in south Norman, far away from the north end of Norman where is the prime industrial big tract user space. And when you look at the south area, you look at this site - it's right there - right in the middle. It's right next to Astellas. It's right down the street from the University of Oklahoma's Research South Campus. There's Hitachi over there. And it's right over here that the NEDC publicly-subsidized entity - a very good entity - we're fantastically blessed by its presence and what it has accomplished, but it does it with public money - we can't. It's right there. And they have been growing on that side. They have more industrial land than they did before with the Saxon land that now is under their control virtually. That is a significant amount of land and acreage that is available for industrial large tract development. As we just learned, though, it's not in the prime area of Norman, but it's there. Astellas has a large area of unused land. On south Classen, south of Cedar Lane, also is a wide swath of industrial land that has sat there for quite a long time. And, in fact, in very similar dimension, you see the narrowness as to what we have over here tonight - on a highway.

So the study's conclusion, similar to what Mr. Connally faced last month, is that this land owner is told they are to set aside their land. They're to set aside their land for large employer tract industrial developments. Remember, this is not about small industrial tracts. That has been made very clear. It's not the small industrial sites that are wanted or desired or the focus of the industrial land study. It's only the large sites. So that, in fact, puts this owner in a position that if he is to be locked down by the way the City apparently is suggesting he should be in this zoning, he simply has to sit here and wait for a large tract industrial owner to come. But he has to do so in an area where he's surrounded by the University of Oklahoma research campus and the NEDC Saxon development park. How in the world will he ever accomplish that? It is fantasy. It won't happen. He can't do that. He can't accomplish that.

Now, the City can. And the NEDC can. And they had that opportunity, ironically, on this site. It was mentioned that he bought the site, and he did so after discussions with the City. Prior to January 23, 2008, this parcel was owned by the Norman Regional Hospital Foundation. The Norman Regional Hospital is a wholly owned subsidiary of the City of Norman. Every month in this room they approve the minutes of the Norman Hospital Authority. The City of Norman had it right there to acquire this land, use it, store it, hold it for a large tract site. They didn't. They did do one thing on it. They built an EMT station and it is right there on the far upper left-hand corner. The rest they sold for profit. They sold it to the gentleman sitting here tonight after the gentleman came here and discussed their plans and it seemed as though everything was fine. But now we're being told, in effect, that the City, in essence a parent company that sold it, now wants to put it into dormancy. And as we said last month, the result of what this would seek to do is to put this developer in a situation where he has to simply hold this tract and compete with OU, with NEDC, with the Department of Commerce, with all of these public entities. It's unreasonable. It's impossible. It's not ever likely to happen. Now I guess he could sell his land back

to the City or back to NEDC or somebody else, but you put him into one market. It's not a very good position for somebody to be in when they have one market. You're in a pretty bad spot if you're in a negotiating position with only one market. Or he can simply do nothing with it and it sits there. It's the same discussion we had last month, although this site is on the south where we know it's not the promising location.

Staff has already written again, "The proposal, by itself, is not an unreasonable proposal for a mixed residential development." And we know that staff approved it in July, 2009. We know you approved it in July, 2009. We know, as staff said again tonight, really the focus of this discussion is the industrial aspect of it all. Commissioners, it is unreasonable to put developers in this position after they've worked for two years to get here. It's unreasonable. This project was good in 2009 and now, with the change of the commercial to office, it's even better. And now we understand from Council members that they like it. We ask for your approval tonight. I won't go into the details of the plan, but I'm happy to answer any questions you have. I thank you very much for your time.

2. Tom Knotts asked about the commercial zoning at the intersection of Cedar Lane. Doug Koscinski indicated that zoning is C-1. Sean Rieger explained that it is a convenience store and a little bit of a strip center.

3. Diana Hartley asked how many acres are in the OU Research Park and how many have been developed and how many are still available for development. Sean Rieger said the entire area looks like it is over 160 acres. Tom Knotts said it is over 300 acres total, and the developed area is less than a third and probably less than 20%.

4. Zev Trachtenberg asked about the relationship between the City of Norman and the Norman Regional Hospital Authority. Leah Messner stated that the hospital is a public trust and the only role the City plays in anything the hospital does is that we appoint a few members to the hospital board. They make their own financial, budgeting, property disposition decisions and the City plays no role in that. Zev Trachtenberg asked whether the City Council or City staff could have exercised any leverage over any decisions about disposition of the property. Leah Messner said they do not play a role in that, other than appointing a few members to the Board.

5. Jim Gasaway commented that last month and this month there has been some question raised about the legality of taking of the property or setting aside the property, and asked for a comment from legal staff. Leah Messner said this is a little bit different because the property a month ago was not currently zoned industrial. The property tonight is zoned industrial and they're asking for a plan change and a zoning change. The Commission is completely within it's authority to recommend denial of the zoning change as the property is currently zoned industrial. It is her opinion that does not raise any legal issues of setting aside.

6. Zev Trachtenberg asked the legal status of the Plan designation; is it something that a person purchasing property can expect to continue? Leah Messner responded

that the Plan is a long-range guidance document and she does not think it creates any expectation that the property will either remain as it is or that it will become something else. The underlying zoning is controlling.

7. Roberta Pailes commented that there's always an expectation you can get something changed, but if you buy land on speculation it is speculation and the City doesn't have any legal necessity to make sure that speculation is profitable.

8. Sean Rieger - I certainly understand what you're saying, Commissioner Pailes, and counsel. But you can take it beyond basic zoning and that's what the City is doing in both of these projects. We're going beyond Plan and zoning. Because if you look at page 8a-3 you can see what the City is eyeing here is very specific uses beyond zoning. If you look at the staff analysis at the bottom of that page, 8a-3, what they're saying is that "large tracts with access to major highways should be considered prime industrial property and should be reserved when possible." That's not zoning. That's condemnation. Reserved. Set aside for a specific purpose. We're not talking about a purpose of industrial. It's very clear your purpose is not small tract industrial. I believe if we were here tonight with a small tract industrial site you'd shut that down as well. You want large tract, employer-based opportunity sites. That's been very clearly made in both of these zonings. That's the impetus. It goes far beyond zoning. It goes to a specific public purpose that you have set aside land to make it be used for.

9. Tim Shannon, 4704 Augusta Drive - I'm an orthodontist here in Norman. The reason why I state that is because I'm an orthodontist; I'm not a developer. But I have a genuine interest in this property because of the fact that I live less than half a mile from it on 12th Street. 12th Street essentially dead-ends into the river; I live at the end of that spot. So in passing by this when this property came up for sale, one of the reasons why I expressed interest is to protect the neighborhood that I live in, that all of my kids have been raised in, and protect the lifestyle that I have.

When we put this property under contract, I went through a series of steps, because I'm obviously not a developer. The first thing I did was contact Equity Realty - Eric Flesky - and speak with him about the potential uses here of what it could be used for. He was the one that suggested this could be industrial, which it was, but he said actually a better use would be doing a multi-family type deal with senior housing being a particular need that was going on right now and along with mixed use, in other words adding some commercial and things because that attracts those type of businesses. So following that advice, we then sought counsel with the City and on multiple occasions we met with them out here and just following guidance and things that they said - said I see the idea where you're going with this and I don't foresee that there would be an issue. Now, granted, there's no guarantee, and I understand that. But we took every step that we were guided with along the way, including two or three traffic studies that cost my family a lot of money. So the key here is that I'm not seeking the home run hit here trying to develop something. I was trying to protect it. Just trying to make sure that whatever development was done here will be something that I would like to see going by on my way home every day. Now, obviously, if there was a

nice business that came in and wanted to do something, I would have no problem with it. What I wanted to protect was against a concrete plant coming in here and having trucks pulling in and out of there or things of that nature. I didn't want a long strip of warehouses with little things pulling in and out of it. So following the advice of the people that we spoke to, we proceeded with the closing and closed on the property. Like I said, went through every step.

We didn't come to the final Council; only the engineers came, and the reason why is because we had been given a green light the whole way. We talked to the engineers that day and said we're going before the Council tonight, do you want us to be there. And they said if you want to be but it looks like everything is fine. They went through, did the entire presentation, everything seemed to be going well, and then Mr. Cubberley was the one who presented the objection. He's my councilman from my district. So based on his discussion was why the project was voted down. So then I discussed with various friends that I have on the Council how could this happen that an objection was never brought up to this point and then all of a sudden we were shut down. And basically he stated - Mr. Cubberley, meeting with him he said I only had one objection and that's the commercial. I do not want any commercial up and down 12th Street. We said, well, that's fine. We can convert that to office. We only provided that as a way of providing a mixed use, which was supposed to be the best use for this development, but we weren't tied to that. We asked the engineer; he said he couldn't suggest changes because it's not his property, so that's why he wasn't able to offer an objection. After meeting with the other Council members, I asked them why they objected, and the basic premise was that if your own councilman objects to your development the chances of you getting it passed without being there to defend yourself are not very likely. And that was the whole premise for why the whole project was shut down. So after that, we made the changes that Mr. Cubberley - I've spoken with him, he said he's totally onboard with this project entirely, and met with other Council members that said the same thing. So if - when you make a purchase, you do your due diligence and try to make sure that you're doing something and giving yourself the best chance for success. Specifically putting my financial stability at risk to do this development and trying to do something good for this community.

I have no problem if the City thinks that this industrial is a good use if they or someone else wants to do it. But the key is, in having the property for three years and in doing this, during that time we've had half a dozen offers for the property, but every one of them have been for senior housing development, things of that nature. Not once has there been an offer or any communication along any lines along industrial use, and that's what it's already zoned for. Every bit of the interest was for the changes that were being talked about in dealing with the property. So in telling me that I can't do something with this, I don't know - who knows when that will be. And the other thing is that I bought the land at the price that it was based on under the assumption that, yes, this is an elevated price because of the fact of what I thought I could do with it. So I'm paying property taxes that are three times the amount of what the people next to me are because theirs is agricultural. And, in essence, if I'm sitting around waiting for someone to come along and offer me for this, all that is is farm land. So I'm going to continue to pay property taxes, the expense of buying this and everything, and yet

being told I'm sorry, you're just going to have to wait until something comes along. I understand that there's risk but I just want you to know the time and the due diligence that went into pursuing this and that this wasn't just an arrogance or - because I'm not a developer; that's not how my mind works. This was an emotional purchase based on the fact that I live in this area and I want to see something good done with it. That's all that I really wanted to say.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Tom Knotts moved to recommend adoption of Resolution No. R-0910-96, Ordinance No. O-0910-25, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT, with an alley waiver for the office area, to the City Council. Andy Sherrer seconded the motion.

1. Jim Gasaway voiced his intent to vote against the motion. He wants to respect the message that the Council sent to the Commission. Even though that may be a change in the way the Commission and Council have looked at rezoning, specifically industrial land, I think it's a message they wanted sent perfectly clearly to us, which resulted in the Industrial Land Use Study. If the commercial use changed to office use was their main objection, that's certainly their option.
2. Paul Minnis indicated he would vote in favor of this. He believes that staff's comments about approving the plat in phases makes a lot of sense. Especially after the recent tornado, there were power lines down and people couldn't get to or from their houses because the one way in/out was blocked. Tom Knotts indicated he would not accept a friendly amendment. Paul Minnis indicated he would vote against the motion.
3. Andy Sherrer commented that more and more it becomes apparent that the City needs to look for agencies or an entity of some kind that can hold some of the industrial land, so that when the time comes there is the ability to act and proactively provide the opportunity for employers.
4. Tom Knotts commented that having the wellhead in the middle of the tract is a problem for the long, narrow tract, and having it abutting low-density residential makes this not a good industrial site.
5. Zev Trachtenberg said his concern is procedural. He doesn't want to minimize the applicant's experience. As a matter of policy, he thinks Mr. Sherrer's suggestion is a very good one and, as a general rule, just as individuals should pay for what they get, communities should pay for what they get. However, he also believes that there are procedures and processes that we establish as a community. When there is a Plan change, it has to be done on the basis of the public interest. If anybody gets to speak for the public outside of the planning process, it is the City Council. The City Council has the authority and they spoke very firmly. There is only one way to determine what the City Council thinks, and that is to send it up to them and see what their vote is. He

wants to uphold the idea that we're a community that operates according to a plan. He will be voting against the motion on that basis. The Planning Commission's responsibility is to be thinking in terms of the City as a whole and the processes of the City as a whole.

6. Tom Knotts countered that the process includes staff. The evidence that was shown was that they went through the processes of trying to come to an agreement, and thought they had one, and then they were rejected without any indication up until that point. The process of making those changes was followed.

7. Diana Hartley said she feels badly for the applicant, because she thinks he got bad advice from the realtor who was trying to make a sale. She thinks the engineer telling the applicant not to attend a City Council meeting when their item is on the agenda probably wasn't good advice. She served on the 2025 Plan Committee, and it's very difficult for her to vote to change something without a more compelling reason.

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

YEAS	Tom Knotts, Roberta Pailes, Andy Sherrer,
NAYES	Diana Hartley, Paul Minnis, Jim Gasaway, Zev Trachtenberg

MEMBERS ABSENT	Chris Lewis, Curtis McCarty
----------------	-----------------------------

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-0910-96, Ordinance No. O-0910-25, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT, with an alley waiver for the office area, to the City Council, failed by a vote of 3-4.

Jim Gasaway asked if a positive motion that fails goes forward to Council as "no recommendation" from Planning Commission, or as a recommendation to "do not pass." Leah Messner said that a motion to approve that had a 4-4 vote would fail. It could be followed by a motion to deny. If that also failed, it would go forward with no recommendation. In this case, the positive motion failed, and it goes forward with no recommendation if there is no further motion.



City of Norman, OK

Item 37

Text File

File Number: O-0910-35

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

Introduced: 6/14/2010

Current Status: Non-Consent Items

Version: 1

Matter Type: Ordinance

Title

ORDINANCE NO. O-0910-35: 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 A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP IN THE R-3, MULTI-FAMILY DWELLING DISTRICT FOR LOTS EIGHTEEN (18) THROUGH TWENTY-NINE (29) AND THE NORTH 12-1/2 FEET OF LOT THIRTY (30), BLOCK FOUR (4), HARDIE-RUCKER ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (420 E. LINDSEY STREET)

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt the ordinance upon Final Reading as a whole.

Body

BACKGROUND:

The North American Islamic Trust and the Islamic Society of Norman have requested amendment of the approved Site Plan for the existing mosque at the corner of Lindsey Street and George Street. Their goal is to demolish all of the existing buildings and construct one new structure that is much more modern and utilitarian. The design of the building is not finalized, but will include a masonry structure that will incorporate a fellowship area as well as separate kitchen areas for both sexes.

DISCUSSION:

A small house on the immediate corner of Lindsey and George was converted into a mosque before Norman amended its zoning ordinance requiring all such religious structures to acquire a Special Use designation. The mosque was granted such approval in 1989, when they acquired an additional house to the south of the original building. Parking was also added at that time, which still exists today and is accessed from Lindsey Street and George Street. The two homes were cobbled together to meet the expanding needs of a student-based membership that is focused on OU. In 2000, two homes to the west of the mosque were added to their ownership, and were authorized as a private school that operated in conjunction with the mosque. All of the structures are older homes which were not designed for their current use, and the owners believe the time is right to simply start over with new construction. Once demolition of the existing mosque and both of the "school" houses is accomplished, a new mosque would be built at the eastern end of the lot, with a larger parking lot to the west. The City of Norman recently approved a bond issue to improve Lindsey Street, which will be widened to a four-lane roadway with a landscaped median, and will include ten-foot wide sidewalks on both sides of the street. Because of the additional right-of-way that will be needed for all of those improvements, as well as the relocation of underground utilities, a standard ten-foot landscape strip cannot be

preserved adjacent to Lindsey Street. A smaller landscape strip is shown on the site plan, within which landscaping will be installed which will meet the intent but not the letter of the ordinance. The widening of Lindsey will require that the Lindsey Street driveway be closed. The new median will also eliminate west-bound turning movements at the McKinley intersection. An existing single-width driveway onto George Street will be widened to accommodate two-way traffic, and will become the principal driveway that will access a new signalized intersection at Lindsey and George. The number of parking spaces will more than double, from 21 spaces to 50. The mosque has cooperated with the City to acquire the necessary easements, but is seeking reapproval of the site plan which originally accompanied both of these requests so that the current design can be authorized at this time.

STAFF RECOMMENDATION:

The mosque has outgrown its ability to function in converted residential structures. Due to the loss of land that results from the proposed Lindsey Street project, the new structure will actually comprise a smaller footprint than all of the existing structures together, with the remainder of the site devoted to additional on-site parking. The revised site plan shows a new structure with minimal (but adequate) setbacks and an efficient parking lot that will incorporate required landscaping in a reduced area. Staff supports this proposed amendment to the Site Plan, and recommends approval of Ordinance No. O-0910-35. At their meeting of May 13, 2010, the Planning Commission, by a vote of 6-1, supported this request and recommended adoption of Ordinance No. O-0910-35. Staff recommends approval of this Ordinance, and submits this First Reading item for City Council's consideration and action.

O-0910-35

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 A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP IN THE R-3, MULTI-FAMILY DWELLING DISTRICT, AND R-1, SINGLE FAMILY DWELLING DISTRICT FOR LOTS EIGHTEEN (18) THROUGH TWENTY-NINE (29) AND THE NORTH 12-1/2 FEET OF LOT THIRTY (30), BLOCK FOUR (4), HARDIE-RUCKER ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.
(420 E. LINDSEY STREET)

- § 1. WHEREAS, N.A.I.T. and the Islamic Society of Norman, the owners of the hereinafter described property, have made application for Special Use for a Church, Temple or Other Place of Worship in the R-3, Multi-Family Dwelling District, and 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 special use; 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 special use.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for a Church, Temple or Other Place of Worship in the R-3, Multi-Family Dwelling District, and R-1, Single-Family Dwelling District, to wit:

Lots Eighteen (18) through Twenty-nine (29) and the North 12-1/2 feet (12.5') of Lot Thirty (30), in Block Four (4) of HARDIE-RUCKER ADDITION, to Norman, Cleveland County, Oklahoma.

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

- a. The site shall be developed in accordance with the Site Plan (Exhibit A), approved May 13, 2010, and supporting documentation submitted by the applicant and approved by the Planning Commission.

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

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2010.

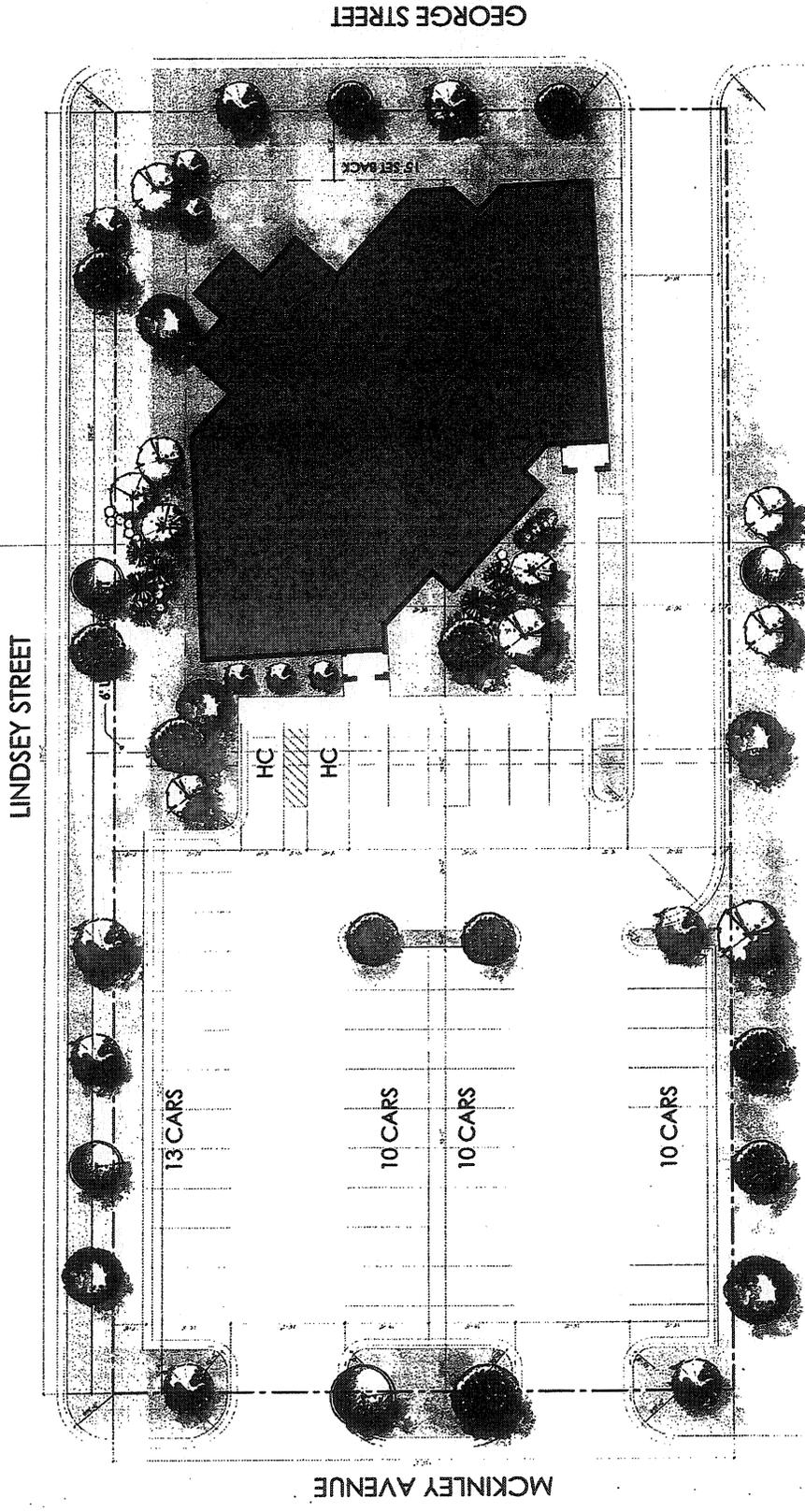
_____, 2010.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



GEORGE STREET

LINDSEY STREET

MCKINLEY AVENUE

13 CARS

10 CARS

10 CARS

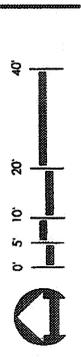
10 CARS

HC

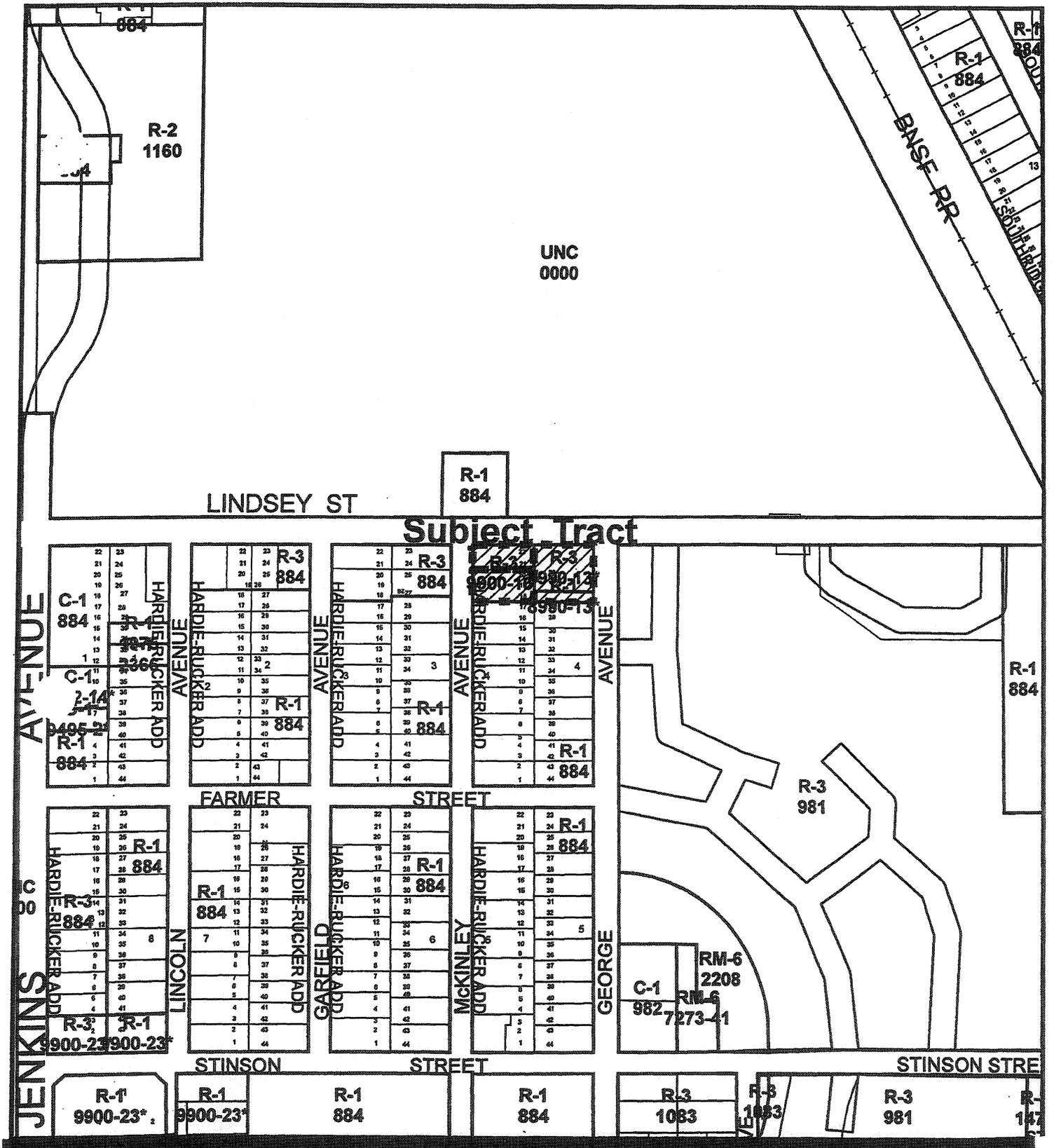
HC

15 SET BACK

SIDDIQ A. KARIM
ARCHITECT



ASJID AN-NUR SITE PLAN
TULSA, OKLAHOMA



PROPOSED SPECIAL USE - ORDINANCE NO. O-0910-35

APPLICANT: N.A.I.T. and Islamic Society of Norman
 REQUEST: Special Use for a Church, Temple, or Other Place of Worship

ORDINANCE NO. O-0910-35

ITEM NO. 9

STAFF REPORT

GENERAL INFORMATION

APPLICANT	N.A.I.T. and Islamic Society of Norman
REQUESTED ACTION	Special Use for a Church, Temple, or Other Place of Worship
EXISTING ZONING	R-1 and R-3
SURROUNDING ZONING	North R-1 and UNC East: R-3 South: R-1 West: R-3
LOCATION	420 E. Lindsey Street
SIZE	Approximately one acre
PURPOSE	Mosque and associated parking
EXISTING LAND USE	Mosque
SURROUNDING LAND USE	North: OU Duck Pond East: Vacant South: Single-Family dwellings West: Multi-family Dwelling
LAND USE PLAN DESIGNATION	Institutional
GROWTH AREA DESIGNATION	Current Urban Service Area

SYNOPSIS: The North American Islamic Trust and the Islamic Society of Norman have requested amendment of the approved Site Plan for the existing mosque at the corner of Lindsey Street and George Street. Their goal is to demolish the existing buildings and construct one new structure that is much more modern and utilitarian. The design of the building is not finalized, but will include a masonry structure that will incorporate a fellowship area as well as separate kitchen areas for both sexes.

ANALYSIS: A small house on the immediate corner of Lindsey and George was converted into a mosque before Norman amended its zoning ordinance requiring all such religious structures to acquire a Special Use designation. The mosque was granted such approval in 1989, when they acquired an additional house to the south of the original building. Parking was also added at that time, which still exists today and is accessed from Lindsey Street and George Street. The two homes were cobbled together to meet the expanding needs of a student-based membership that is focused on OU. In 2000, two homes to the west of the mosque were added to their ownership, and were authorized as a private school that operated in conjunction with the mosque. All of the structures are older homes which were not designed for their current use, and the owners believe the time is right to simply start over with new construction. The City of Norman recently approved a bond issue to widen and improve Lindsey Street, which will require acquisition of some of this property both temporarily (for utility relocation) and permanently (for a new sidewalk and underground utilities and drainage). The mosque has cooperated with the City to acquire the necessary easements, but is seeking reapproval of the site plan which originally accompanied both of these requests so that the current design can be authorized at this time.

ALTERNATIVES/ISSUES:

- **DESIGN** All of the existing structures will be demolished (the mosque and both of the "school" houses). A new mosque would be located at the east end of the lot, with new parking extending west to McKinley Street. The amount of parking will more than double, from 21 spaces to 50. The new structure will actually comprise a smaller footprint than all of the existing structures together. The widening of Lindsey Street will eliminate the existing driveway onto Lindsey, and the new parking will only be accessed from McKinley Street.
- **IMPACTS** A mosque has existed at this location for over twenty years, and its biggest impact has been inadequate parking. While many student attendees can walk from campus, over time a larger percentage have begun to drive, and are using George Street

to address parking. Many attendees are no longer students who walk, which adds to the amount of parking that is needed.

- **LANDSCAPING** Lindsey Street will be widened to a four-lane roadway with a landscaped median, and will include ten-foot wide sidewalks on both sides of the street. Because of the additional right-of-way that will be needed for all of those improvements, as well as the relocation of underground utilities, a standard ten-foot landscape strip cannot be preserved adjacent to Lindsey Street. A small landscape strip is shown on the site plan, within which landscaping will be installed.
- **ACCESS** The existing parking area is located between the mosque and the converted homes on McKinley Street. The widening of Lindsey will require that the Lindsey Street driveway be closed. The new median will also eliminate west-bound turning movements at the McKinley intersection. An existing single-width driveway onto George Street will be widened to double width and will become the principal driveway that will access a new signalized intersection at Lindsey and George.

OTHER AGENCY COMMENTS:

- **PARK BOARD** Parkland dedication is only required with residential development.
- **PUBLIC WORKS** This property is already platted. Additional improvements will be constructed with the street project.

STAFF RECOMMENDATION: The mosque has outgrown its ability to function in converted residential structures. Due to the loss of land that results from the proposed Lindsey Street project, a building with a smaller footprint is proposed that will allow some additional on-site parking. The revised site plan shows a new structure with minimal (but adequate) setbacks and an efficient parking lot that will incorporate required landscaping in a reduced area. Staff supports this proposed amendment to the Site Plan, and recommends approval of Ordinance No. O-0910-35.

Applicant	NAIT & Islamic Society of Norman, OK
Location	420 E Lindsey
Case Number	PD 10-06
Time	5:30-6:00 PM

Attendee	Stakeholder	Address	Phone
Iftikhar Sandhu	Applicant, mosque representative	420 E. Lindsey	447-4638
Tahir Nasir	Mosque board member	1609 Hazelwood Dr.	364-2900
Siddiq A. Karim	Architect/builder	3915 Waverly Drive	410-4449
Charles Epperson	Neighboring owner	1200 SE 19 th Moore, OK	659-6069
Martin and Kathy Rizzo	Neighbors	1311 McKinley Avenue	863-7046
Ben Tranpham (sp?)	neighbor	1312 George	479-200-0041
Randy Woods	Neighboring owner	312-316 E. Lindsey	640-1157
Ali Farzaneh	Mosque member		
Susan Atkinson	City facilitator		366-5392
Doug Koscinski	City advisor		366-5437
Ken Danner	City Advisor		366-5458
Leah Messner	City Attorney's office		366-7748

Application Summary.

Applicant s are seeking a Special Use Permit for a place of religious worship in an R-3 zoning district. The Norman 2025 Land Use Plan designation is Institutional.

Applicant's Opportunity.

The applicants are seeking to demolish four existing buildings on the SW corner of George and Lindsey Streets in order to build a single new mosque building and approximately 50 parking spaces. The new masonry building would include worship space as well as educational facilities that now take place in the several small houses on the property. The busiest time at the mosque is Friday afternoons between 1:00-2:30PM. Beyond that, there are small numbers of people who visit the mosque at different times of the day and infrequent larger activities on the weekends. Mosque leaders anticipate building a larger community facility elsewhere at some point in the future. At that time they see a transition of this facility to become the Muslim Student Center for the University of Oklahoma. The congregation is currently about 50/50 ratio of students to community members.

The parking lot will be fenced per City Ordinance. The proposed building would have two driveways onto McKinley and one from George Street. The George and Lindsey Street intersection will become signalized as the City proceeds with the on-going project to widen Lindsey to 4-lanes. The George Street entrance will be widened and is anticipated to become the primary access to the mosque. There will be a 7 foot landscape buffer between the 10 foot sidewalks along Lindsey and the mosque property.

Neighbors' Comments.

Neighbors were concerned about traffic issues, several of which have little do with the mosque per se but they were concerned about anything that increased overall traffic to the area.

Property Condition. An adjacent property owner was concerned about the poor condition of a house the mosque owns that will remain in place.

Applicant's response. The applicant's architect agreed that the house was in poor condition. He stated that the mosque planned to rehabilitate the structure and that it would be used for future office functions and for storage, not residential purposes. He assured the neighboring owner the mosque would repair the house so it wasn't such an eyesore.

Parking. Neighbors feel burdened by the high demand for on-street student parking in the vicinity. Though there is a large, underutilized (they say) university-owned lot nearby, many students reject the lot in favor of parking along George and McKinley Streets. Property owners feel there is a constant shortage of on-street parking in their neighborhood.

Applicant's response. Applicant's architect did not feel that the renovated mosque and additional parking would result in a net gain of cars on the street. He added that he believed there would now be sufficient parking on site to meet mosque demand.

OU's plans for future expansion. Property owners in the neighborhood are generally anxious about a lack of information regarding the university's future plans for property acquisition or for demolishing existing buildings. They were anxious to know if anyone had information about redevelopment of the former married student housing apartments on the east side of George Street. There was no one from OU present to provide information.

R-2
1160

UNC
0000

R-1
884

LINDSEY STREET

Subject Tract

MCKINLEY AVE

GEORGE AVE

GARFIELD AVE

HARDIE-RUCKER ADD

HARDIE-RUCKER ADD

HARDIE-RUCKER ADD

FARMER STREET

22	23
21	24
20	25
19	26
18	27
17	28
16	29
15	30
14	31
13	32
12	33
11	34
10	35
9	36
8	37
7	38
6	39
5	40
4	41
3	42
2	43
1	44

22	23
21	24
20	25
19	26
18	27
17	28
16	29
15	30
14	31
13	32
12	33
11	34
10	35

22	23
21	24
20	25
19	26
18	27
17	28
16	29
15	30
14	31
13	32
12	33
11	34
10	35

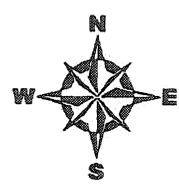
RM-6
2208
C-1 RM-6
902-7573-41

R-3
981

Protest Map



1.30% Protest Within Notification Area
 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.



Scale: 1" = 200'
May 13, 2010

-  Subject Tract
-  Protest
-  Notification Area

Dear Norman Planning Commission,

I am the owner of the a home located within 350 feet of the Legal Notice that N.A.I.T and Islamic Society of Norman, OK, owner of the hereinafter described property, has requested Special Use for a Church, Temple or Other Place of Worship, for property currently zoned R-3, Multi-Family Dwelling District, and R-1, Single Family Dwelling District, located at 420 E. Lindsey Street. This organization proposes to replace the existing mosque structure with a new structure.

I am asking the Norman Planning Commission to disapprove this request.

I feel strongly that my property will decrease in value due to the proposed change.

Sincerely,



Michael K. Johnson

Owner of the property located at 1315 McKinley, Norman, OK.

You can reach me at 620-624-2579 or 620-655-9527

Sunday, May 09, 2010

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-10-10 *AME*

Item No. 9, being:

ORDINANCE NO. O-0910-35 - N.A.I.T. AND ISLAMIC SOCIETY OF NORMAN REQUESTS SPECIAL USE FOR A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP FOR PROPERTY CURRENTLY ZONED R-3, MULTI-FAMILY DWELLING DISTRICT, AND R-1, SINGLE-FAMILY DWELLING DISTRICT, FOR PROPERTY LOCATED AT 420 E. LINDSEY STREET.

ITEMS SUBMITTED FOR THE RECORD:

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

PRESENTATION BY STAFF:

1. Doug Koscinski reported that the mosque has been in this location since before Norman required special uses for religious uses. Since then, they have made modifications to the site to amplify the mosque building. Subsequent to that they added two houses on the west side of the property that were used as a church sponsored school or daycare. There have been a variety of special uses that have been granted on the property. One of the issues that precipitated this is the City's project to widen Lindsey Street. As part of that widening, the City will be acquiring approximately 7-8' of the mosque property and taking down the wall. The applicant has come forward to try to get a revised site plan approved so they know where they will stand once they give up the land and the road is widened. To the north are the duck pond and some OU facilities. To the east there used to be an apartment complex, but the land is now vacant. The applicants own the house immediately south of the mosque. There is an existing driveway that would be widened under the current proposal so it can be used for in and out traffic. The site plan shows no access to Lindsey Street. Lindsey will have a median that divides the road and will prevent access into McKinley Street from the east. George Street will have a traffic signal at the intersection with Lindsey Street. Staff has recommended in favor of this project. There will be a new building. There will be more than twice as much parking as they currently have, which will help mitigate some of the problems of on-street parking in the neighborhood. There was a protest from one property owner on McKinley, amounting to 1.3% of the notification area. The property is already platted.

There being no questions for staff, Chairman Trachtenberg asked for a presentation from the applicant.

PRESENTATION BY THE APPLICANT:

1. Saddiq Karim, 3915 Waverly Drive, representing the applicant - I am an architect here in Norman. I've lived here for 42 years. We established the mosque by buying a small home for \$17,000 in 1976 and we remodeled it for \$22,000 in 1976 and we were excited because it was the 200th anniversary of the United States. We have been there since 1976. We have termites, and we have old buildings, and shabby bathrooms. We are proposing to tear down almost 8,000 square feet of buildings that are there now

and replace it with a new building of 6,200 square feet. The square footage is actually going to be smaller. We'll have more parking, because on Friday afternoon, which is our main worship time, starts at 1:00 and goes on to about 2:30, we have lack of parking and a lot of people park on George Street. As long as Parkview was there, it was fine; and if Parkview is not there, it's fine. But something will happen to that facility and we're going to need parking. Right now we are definitely short of parking. We have about 120 worshippers and we have 21 parking spaces. I would say probably half or a little more than half are students; the rest are professionals, professors, doctors that live in Norman and worship there. The majority of the people come there on Friday afternoon; some come Friday evening if we have a special program. Other than that, I don't think we'll be expanding a whole lot. We expect this to grow no more than maybe 30 worshippers. We started out at almost 40 worshippers and we're up to 120 to 130 in 30 years. We are going to lose our Lindsey Street entrance and exit. We can't come into our site from Lindsey Street, so we have to turn on George and come in through our two-lane access. We're trying our best to keep the traffic going into McKinley and into the parking lot and exit off of Lindsey Street and George where the signal is going to be.

2. Tom Knotts asked if the building will be a single story. Saddiq Karim responded that it is a single story but may have a small second floor apartment for the imam or maybe some storage. They will stay within the height limits of the zoning district.

3. Jim Gasaway asked about the access to the parking. Saddiq Karim indicated the parking can be accessed from George and from McKinley. If you are coming from the east, you can only access through George and into the parking lot, which is the reason for making the existing one-way driveway into a two-way driveway.

4. Roberta Pailes noted that the existing mosque has a high wall. She asked if there will be a wall around the new facility. Saddiq Karim said they are going to try not to build walls. In 1989 they had a barbed wire fence. The wall was built after the Iran hostage crisis when all the windows were being broken on Friday or Saturday nights. At that time there were only 4 people who worked in Norman to support the mosque. The cheapest way to protect it was a chain-link fence. The first opportunity they had to change it, they put up the wall. They prefer to install a wrought-iron open fence.

5. Diana Hartley asked the size of the proposed building. Saddiq Karim said it will be approximately 6,200 square feet. When the mosque was mostly students, there were very few females. Now there are males and females and a lot of children. There is real lack of space for the sisters. The bathroom facilities are almost non-existent. It doesn't meet the ADA code. The proposed facility will probably benefit the sisters' side more than anybody else and it is really needed. They have raised approximately half of the money they will need for the project.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Paul Minnis spoke against this application. For the first eight years he lived in Norman he lived on George Street two houses down from the mosque and they were good neighbors. His concern is the problem of residences being destroyed for parking in central Norman. The map on page 9-2 shows this will be about a quarter of a block. What doesn't show on the map is that the University just tore out close to a whole block north of Jenkins and Stinson for a parking lot. The block between Lincoln and Jenkins, north of Farmer, the University owns. There is a neighborhood of about seven square blocks and within a short period of time a block and a quarter are going to be gone. Within recent memory, the University Lutheran Church tore out, or asked to tear out, a couple of houses for parking. A fraternity nearby did the same thing in that neighborhood. Van's Pig Stand wanted to take out some houses. It's an accumulation that is hard to see. If you look at Google Earth, for example, you'll be appalled at the incredible amount of parking. It destroys neighborhoods. It is not irrelevant that the neighborhoods that are getting this treatment are the less affordable neighborhoods. We had that problem west of the University when the sororities and fraternities wanted to tear down nice houses for parking. That neighborhood is wealthy and well-connected and they've been able to stop it. This area to the southeast isn't and it's being chewed up. The area to the southwest isn't and it's being chewed up. The area to the northeast and east isn't affluent and it's being chewed up. My complaint is less about this one case, but this is one continuing case of we're wrecking central Norman by transferring from residences to parking. This is just a little example, but it's a cumulative problem. He suggested to City Council that they think of a shared parking ordinance. There are things that can be done. How many cities have destroyed their core areas and are now deciding they want to have people living in the central part of town? We can try and stop this before Norman gets to that position.

Diana Hartley moved to recommend adoption of Ordinance No. O-0910-35, the Site Development Plan and accompanying documentation, to the City Council. Andy Sherrer seconded the motion.

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

YEAS	Diana Hartley, Tom Knotts, Roberta Pailes, Andy Sherrer, Jim Gasaway, Zev Trachtenberg
NAYES	Paul Minnis
MEMBERS ABSENT	Chris Lewis, Curtis McCarty

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Ordinance No. O-0910-35, the Site Development Plan and accompanying documentation, to the City Council, passed by a vote of 6-1.



City of Norman, OK

Item 38

Text File

File Number: O-0910-36

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

Introduced: 5/25/2010

Current Status: Non-Consent Items

Version: 1

Matter Type: Ordinance

Title

ORDINANCE NO. O-0910-36: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 14-310 TO CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN TO INCREASE CERTAIN ADMINISTRATIVE FINES IN LIEU OF COURT APPEARANCE; PROVIDING FOR THE SEVERABILITY THEREOF; AND DECLARING AN EMERGENCY.

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to approve Emergency Section No. 3.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Body

BACKGROUND:

This proposed Ordinance amends several subsections of Section 14-310 of the Norman City Code to bring administrative fines for certain offenses at Municipal Court in line with fines assessed by other Oklahoma municipalities. Municipal Court last increased its administrative fines in November 1999. The proposed amendments were presented to the Finance Committee on May 5, 2010 during which all members of Council were present. At the end of this meeting, it was the consensus of the Committee to move forward with this item.

DISCUSSION:

Administrative fines allow defendants to appear on certain Municipal Court citations and pay a set fine amount rather than schedule a court date to appear before a judge. This practice has been codified under Section 14-310 and is entitled "administrative payment in lieu of court appearance". Staff researched the administrative fine amounts assessed by other Oklahoma municipal courts and developed these recommendations based upon the findings of that research. Staff recommends amending Section 14-310 in order to bring the Court's administrative fines in line with the fines assessed by other Oklahoma municipalities. These changes are also permissible under state law. The proposed amendments are as follows: housekeeping items to update the format and language of Section 14-310, increasing administrative fines for violations involving speeding in school zones, driving recklessly or carelessly, transporting an open container, failing to yield to emergency vehicles, and other traffic and nontraffic offenses.

The primary goals of the proposed amendments are to bring the City of Norman's schedule of administrative fines for Municipal Court offenses in line with what is charged by other cities and thereby encouraging greater compliance with local ordinances. If greater compliance with

local ordinances is not achieved, then the increases in the administrative fines schedule will also likely result in an increase in fine revenue.

The attached ordinance is drafted to include an emergency clause in Section 3. Article 12, Section 5 of the City Charter addresses the attachment of an emergency clause to an ordinance and states that an "emergency ordinance" is one which in the judgment of Council is necessary for the immediate preservation of peace, health, or safety, and which should become effective prior to the time an ordinary ordinance would become effective. Ordinances ordinarily become effective thirty (30) days after passage. In the case of an "emergency ordinance", the ordinance becomes effective immediately after passage. The Charter also requires Council to adopt the emergency section separately by a vote of at least two-thirds of the membership of the Council. Accordingly with a full Council membership of nine, the emergency section must be approved by at least six (6) votes, rather than just five.

Research conducted by the Municipal Court revealed that in comparison to other municipalities in Oklahoma, the Court processes a high volume of cases concerning violations, such as those detailed above, which pose an added threat to the safety of the general public because these violations have a high probability of leading to personal injury and/or property damage. If six Council members believe the proposed ordinance will serve as an added deterrent to violators of the City Code due to the increase in fine amounts, and as such, immediate passage of the proposed ordinance will provide this added protection to Norman residents immediately, then Legal Staff advises a legal basis exists for passing the Ordinance with an emergency section. If six Council members do not deem the proposed amendments as an emergency, the emergency clause may be removed from the proposed ordinance by a motion to strike once it is before Council for consideration.

STAFF RECOMMENDATION:

Both Court and Legal staff have given careful consideration to appropriate changes in the administrative fine provisions. It is the recommendation of staff to amend certain administrative fines in the City Code as outlined in the attachment. In addition, it is advised that a legal basis exists for attachment of an emergency clause to the Ordinance, making it effective immediately, if in Council's discretion such an action is necessary for the immediate preservation of peace, health, or safety of the citizens of Norman.

O-0910-36

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 14-310 TO CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN TO INCREASE CERTAIN ADMINISTRATIVE FINES; AND DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 14-310 of Chapter 14 of the Code of the City of Norman shall be amended to read as follows:

Sec. 14-310. Penalties; administrative payment in lieu of Court appearance.

(a) Except as otherwise provided, any person cited for the following violations of this Code may elect to pay a fine to the Court Clerk in lieu of appearing before the Municipal Court for formal arraignment:

(1) A violation not carrying jail time;

(2) The following violations, first offense, with jail time:

[a] Possession of marijuana, Section 15-408;

[b] Failure to carry security verification form while operating a vehicle, Section 20-543;

[c] Driving under suspension or revocation, Section 20-509(c);

[d] Failure to appear, Section 15-712;

[e] Reckless driving, Section 20-519.

(b) Persons electing to so administratively pay their fines shall first file with the Court Clerk an appearance form, a guilty plea form, and a court appearance waiver form.

(c) Persons electing to so administratively pay their fines shall pay according to the following schedule:

(1) Improper equipment, Section 20-602, twenty dollars (\$20.00).

(2) Speeding:

- a. In excess of the posted limit, Section 20-1002, five dollars (\$5.00) per mile in excess of the posted limit.
 - b. In a school zone or school crossing zone, Section 20-1002(2), two hundred dollars \$200.00.
 - c. Ten (10) miles and under on any interstate, federal-aid primary highways, and state highways, Section 20-1002(5), which are located on the outskirts of any municipality as determined by §2-117 of Title 47, ten dollars (\$10.00) plus fifteen dollars (\$15.00) costs.
- (3) Violations resulting in personal injury or property damage, one hundred_ dollars (\$100.00).
 - (4) All other moving traffic violations, fifty dollars (\$50.00).
 - (5) Possession of marijuana, Section 15-408, first offense, two hundred dollars (\$200.00).
 - (6) Failure to appear, Section 15-712, first offense, two hundred dollars (\$200.00).
 - (7) Violations of the Mandatory Use of Seatbelts, Section 20-608, ten dollars (\$10.00) plus ten dollars (\$10.00) cost.
 - (8) Failure to carry security verification form while operating a vehicle, Section 20-543, two hundred dollars (\$200.00).
 - (9) Transporting an open container, Section 20-527, one hundred fifty dollars (\$150.00).
 - (10) Third and subsequent moving violations during any immediate preceding twelve-month period, two hundred dollars (\$200.00).
 - (11) a. [Nontraffic violations:] All nontraffic violations, first offense, that do not carry jail time, two hundred dollars (\$200.00).
 - b. Second or subsequent offenses, maximum fine provided by ordinance.
 - (12) Failure to yield to emergency vehicle, Section 20-528, two hundred dollars (\$200.00).
 - (13) Racing on the highway, Section 20-547, two hundred dollars (\$200.00).
 - (14) School zone violations except as otherwise provided, Section 20-1002(2), two hundred dollars (\$200.00).
 - (15) Violations of the Mandatory Use of Child Passenger Restraint, Section 20-607, fifty dollars (\$50.00).

- (16) Vehicle registration violations, Section 20-510, twenty-five dollars (\$25.00).
- (17) Careless/Failure to Devote full time and attention, Section 20-502, one hundred dollars (\$100.00).
- (18) Reckless Driving, Section 20-519, two hundred dollars (\$200.00).
- (19) Failure to Stop, Section 20-810, one hundred dollars (\$100.00).
- (20) Disregarding railroad signals, Section 20-1105, one hundred dollars (\$100.00).
- (21) Driving under Suspension or Revocation, Section 20-509(c), two hundred dollars (\$200.00).

* * *

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

§ 3. Emergency. Whereas, it being immediately necessary for the preservation of the peace, health, and safety of the City of Norman, Oklahoma, and the inhabitants thereof, that the provisions of this ordinance be put in full force and effect, an emergency is hereby declared to exist, and by reason whereof this Ordinance shall take effect and be in full force immediately after its passage and publication.

ADOPTED this _____ day

NOT ADOPTED this _____ day

of _____, 2010.

of _____, 2010.

Mayor

Mayor

ATTEST:

City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 14-310 TO CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN TO INCREASE CERTAIN ADMINISTRATIVE FINES; AND DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 14-310 of Chapter 14 of the Code of the City of Norman shall be amended to read as follows:

Sec. 14-310. Penalties; administrative payment in lieu of Court appearance.

(a) Except as otherwise provided, any person cited for the following violations a violation not carrying jail time, any person cited for possession of marijuana first offense in violation of section 15-408 of this Code or failure to appear first offense in violation of section 15-712 of this Code may elect to pay a fine to the Court Clerk in lieu of appearing before the Municipal Court for formal arraignment: :

(1) A violation not carrying jail time;

(2) The following violations, first offense, with jail time:

[a] Possession of marijuana, Section 15-408;

[b] Failure to carry security verification form while operating a vehicle, Section 20-543;

[c] Driving under suspension or revocation, Section 20-509(c);

[d] Failure to appear, Section 15-712;

[e] Reckless driving, Section 20-519.

(b) Persons electing to so administratively pay their fines shall first file with the Court Clerk an appearance form, a guilty plea form, and a court appearance waiver form.

(c) Persons electing to so administratively pay their fines shall pay according to the following schedule:

(1) Improper equipment, Section 20-602, twenty dollars (\$20.00).

(2) Speeding:

- a. In excess of the posted limit, Section 20-1002, five dollars (\$5.00) per mile in excess of the posted limit.
 - b. In a school zone or school crossing zone, Section 20-1002(2), ~~five dollars (\$5.00) per mile in excess of the posted limit, minimum one~~ two hundred dollars ~~\$100.~~ 200.00.
 - c. Ten (10) miles and under on any interstate, federal-aid primary highways, and state highways, Section 20-1002(5), which are located on the outskirts of any municipality as determined by §2-117 of Title 47, ten dollars (\$10.00) plus fifteen dollars (\$15.00) costs.
- (3) Violations resulting in personal injury or property damage, ~~seventy-five one~~ hundred dollars (~~\$75-~~100.00).
 - (4) All other moving traffic violations, ~~thirty-five~~ fifty dollars (~~\$35~~50.00).
 - (5) Possession of marijuana, Section 15-408, first offense, two hundred dollars (\$200.00).
 - (6) Failure to appear, Section 15-712, first offense, ~~one~~ two hundred dollars (~~\$100~~200.00).
 - (7) Violations of the Mandatory Use of Seatbelts, Section 20-608, ten dollars (\$10.00) plus ten dollars (\$10.00) cost.
 - (8) Failure to carry security verification form while operating a vehicle, Section 20-543, two hundred dollars (\$200.00).
 - (9) Transporting an open container, Section 20-527, one hundred fifty dollars (~~\$100~~150.00).
 - (10) Third and subsequent moving violations during any immediate preceding twelve-month period, two hundred dollars (\$200.00).
 - (11) a. [Nontraffic violations:] All nontraffic violations, first offense, that do not carry jail time, ~~one~~ two hundred dollars (~~\$100~~ 200.00).
 - b. Second or subsequent offenses, maximum fine provided by ordinance.
 - (12) Failure to yield to emergency vehicle, Section 20-528, ~~one~~ two hundred dollars (~~\$100~~200.00).
 - (13) Racing on the highway, Section 20-547, ~~one~~ two hundred dollars (~~\$100~~200.00).

- (14) School zone violations except as otherwise provided, Section 20-1002(2), ~~one~~ two hundred dollars (\$~~100~~200.00).
- (15) Violations of the Mandatory Use of Child Passenger Restraint, Section 20-607, fifty dollars (\$50.00).
- (16) Vehicle registration violations, Section 20-510, twenty-five dollars (\$25.00).
- (17) Careless/Failure to Devote full time and attention, Section 20-502, one hundred dollars (\$100.00).
- (18) Reckless Driving, Section 20-519, two hundred dollars (\$200.00).
- (19) Failure to Stop, Section 20-810, one hundred dollars (\$100.00).
- (20) Disregarding railroad signals, Section 20-1105, one hundred dollars (\$100.00).
- (21) Driving under Suspension or Revocation, Section 20-509(c), two hundred dollars (\$200.00).

* * *

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

§ 3. Emergency. Whereas, it being immediately necessary for the preservation of the peace, health, and safety of the City of Norman, Oklahoma, and the inhabitants thereof, that the provisions of this ordinance be put in full force and effect, an emergency is hereby declared to exist, and by reason whereof this Ordinance shall take effect and be in full force immediately after its passage and publication.

ADOPTED this _____ day

NOT ADOPTED this _____ day

of _____, 2010.

of _____, 2010.

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

Item 39

Text File

File Number: O-0910-37

Introduced: 6/2/2010

Current Status: Non-Consent Items

Version: 2

Matter Type: Ordinance

Title

ORDINANCE NO. O-0910-37: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-0910-39, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1 2012, AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Body

BACKGROUND

Several times over the last several months, the Finance Committee has met to discuss the need for an increase in both the water rates and sanitation rates to meet current and planned expenditures. Staff presented its proposed rate increases to the Finance Committee on May 19, 2010 and based on Committee feedback, presented modified proposals to the full Council during the Study Session on June 1, 2010.

DISCUSSION:

Legal Staff has prepared the ordinances amending the code provisions dealing with water and sanitation rates and calling for the special election. .

Sanitation Rates

Basic sanitation rates were last changed in July 2004. In March 2008, urban residential customers began paying a \$3.00 fee per month for curbside recycling in addition to the basic rates. Ordinance No. O-0910-37 (see attached) would raise residential sanitation rates by \$1.00 per month in Fiscal Years 2011, 2012, and 2013. Commercial rates would be increased by 7% in Fiscal Year 2011, an additional 6.5% in Fiscal Years 2012 and an additional 6% in 2013.

Water Rates

Water rates were last changed in 2006. The rate structure for water use is an inverted rate structure, meaning customers who use less water, pay less per thousand gallons. Ordinance No. O-0910-38 (see attached) would increase both residential and commercial rates while the \$4.00 base fee would be unchanged.

With Ordinance No. O-0910-38, commercial water rates (currently \$2.10 per 1,000 gallons) increase by \$0.40 in Fiscal Year 2011, an additional \$0.25 in Fiscal Year 2012, and an additional \$0.20 in Fiscal Year 2013. Ordinance No. O-0910-38 also adds a new surcharge for customers who request the larger than standard sized meter. In planning for water needs, utilities generally plan for peak water usage days so that there is never a water shortage. Larger meters have the capacity to pull more water out of our system so customers (primarily commercial or industrial) with larger meters represent more potential peak demand than the standard residential customer with a 5/8" or 3/4" sized meter. Further, larger meters, which are repaired and/or replaced by the Norman Utilities Authority are more expensive to replace.

Ordinance No. O-0910-38 would establish water rates for residential customers as listed in Attachment A.

RECOMMENDATION:

The passage of each of these ordinances is contingent on voter approval. Ordinance No. O-0910-39 will function to call the special election to vote on the submitted water and sanitation rate increases. Such election will be held on August 24, 2010. Staff recommends passage of the attached ordinances.

ATTACHMENT A
PROPOSED WATER RATES
O-0910-38

RESIDENTIAL	Existing	FY2011	FY2012	FY2013
Base Fee	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
0 - 5,000 gal	\$ 2.00	\$ 2.25	\$ 2.40	\$ 2.55
5,001 - 15,000	\$ 2.10	\$ 2.60	\$ 2.75	\$ 2.90
15,000 - 20,000	\$ 2.75	\$ 3.25	\$ 3.40	\$ 3.55
Over 20,000	\$ 4.95	\$ 5.50	\$ 5.70	\$ 5.85

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-0910-39, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2012 AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012; PROVIDING FOR AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the rates for sanitation service provided in the City of Norman and currently in effect in the City were last increased in July of 2004;
- § 2. WHEREAS, costs of providing sanitation service has increased since the last rate increase making it necessary to adjust the sanitation service rates to keep the projected revenues within projected expenditures in the sanitation fund and to cover the cost of providing for sanitation service in the City.

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

- § 3. That should the voters approve the rate increase in sanitation services set out in Ordinance No. O-0910-39, then Section 21-111 of Chapter 21 of the Code of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

Section 21-111. Rates for sanitation service.

(a) For one (1) roll-out cart supplied by City (of any size), and for thirty-two gallon or less containers supplied by customer for yard waste pickup;

- (1) Apartment units, ~~eleven dollars and fifty cents (\$11.50)~~ twelve dollars and fifty cents (\$12.50) per month effective October 1, 2010 through June 30, 2011, thirteen dollars and fifty cents (\$13.50) per month effective July 1, 2011 through June 30, 2012, and fourteen dollars and fifty cents (\$14.50) per month effective July 1, 2012 .
- (2) Other residences and mobile homes, ~~eleven dollars and fifty cents (\$11.50)~~ twelve dollars and fifty cents (\$12.50) per month effective October 1, 2010 through June 30,

2011, thirteen dollars and fifty cents (\$13.50) per month effective July 1, 2011 through June 30, 2012, and fourteen dollars and fifty cents (\$14.50) per month effective July 1, 2012.

- (3) Apartment, residential, and mobile home users under sections (1) and (2) 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, ~~eight dollars and sixty-three cents (\$8.63)~~ nine dollars and thirty-eight cents (\$9.38) per month, effective October 1, 2010 through June 30, 2011, ten dollars and thirteen cents (\$10.13) per month effective July 1, 2011 through June 30, 2012, and ten dollars and eighty-eight cents (\$10.88) per month effective July 1, 2012.
- (4) Apartment, residential and mobile home users under sections (1) and (2) above, desiring more than one (1) roll-out cart supplied by City, will be charged an additional monthly administrative fee for each additional roll-out cart. The administrative fee will be on file in the City Clerk's office.
- (5) Commercial users not utilizing packer containers shall be provided large roll-out carts, each cart containing approximately ninety-six (96) gallons:
- a. ~~Sixteen dollars and seventy-six cents (\$16.76)~~ Seventeen dollars and ninety-three cents (\$17.93) per month per business unit effective October 1, 2010 through June 30, 2011, nineteen dollars and ten cents (\$19.10) per month per business unit effective July 1, 2011 through June 30, 2012, and twenty dollars and twenty-five cents (\$20.25) effective July 1, 2012, not to exceed collection of four (4) large roll-out carts per month.
 - b. ~~Four dollars and eighty-five cents (\$4.85)~~ Five dollars and nineteen cents (\$5.19) for each additional large roll-out cart per month effective October 1, 2010 through June 30, 2011, five dollars and fifty-three cents (\$5.53) for each additional large roll-out cart per month effective July 1, 2011 through June 30, 2012, and five dollars and eighty-six cents (\$5.86) for each additional roll-out cart per month effective July 1, 2012, over four (4) and up to seventeen (17) large roll-out carts per month.
 - c. ~~Two dollars and forty-six cents (\$2.46)~~ Two dollars and sixty-three cents (\$2.63) effective October 1, 2010 through June 30, 2011, two dollars and eighty cents (\$2.80) effective July 1, 2011 through June 30, 2012, and two dollars and ninety-seven cents (\$2.97) effective July 1, 2012 for each additional large roll-out cart greater than seventeen (17) per month.
- (b) For commercial packer containers:
- (1) 2-yard containers, ~~\$44.47 monthly minimum, \$6.01 per yard per special pickup;~~
 - i. Effective October 1, 2010 through June 30, 2011: \$47.58 monthly minimum, \$6.43 per yard per special pickup

- ii. Effective July 1, 2011 through June 30, 2012: \$50.68 monthly minimum, \$6.85 per yard per special pickup
 - iii. Effective July 1, 2012: \$53.72 monthly minimum, \$7.26 per yard per special pickup
 - (2) ~~3-yard containers, \$56.60 monthly minimum, \$5.08 per yard per special pickup;~~
 - i. Effective October 1, 2010 through June 30, 2011: \$60.56 monthly minimum, \$5.44 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$64.50 monthly minimum, \$5.79 per yard per special pickup
 - iii. Effective July 1, 2012: \$68.37 monthly minimum, \$6.14 per yard per special pickup
 - (3) ~~4-yard containers, \$66.70 monthly minimum, \$4.39 per yard per special pickup;~~
 - i. Effective October 1, 2010 through June 30, 2011: \$71.37 monthly minimum, \$4.70 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$76.01 monthly minimum, \$5.01 per yard per special pickup
 - iii. Effective July 1, 2012: \$80.57 monthly minimum, \$5.31 per yard per special pickup
 - (4) ~~5-yard containers, \$76.81 monthly minimum, \$4.05 per yard per special pickup;~~
 - i. Effective October 1, 2010 through June 30, 2011: \$82.19 monthly minimum, \$4.33 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$87.53 monthly minimum, \$4.62 per yard per special pickup
 - iii. Effective July 1, 2012: \$92.78 monthly minimum, \$4.90 per yard per special pickup
 - (5) ~~6-yard containers, \$82.87 monthly minimum, \$3.82 per yard per special pickup;~~
 - i. Effective October 1, 2010 through June 30, 2011: \$88.67 monthly minimum, \$4.09 per yard per special pickup

- ii. Effective July 1, 2011 through June 30, 2012: \$94.43 monthly minimum, \$4.35 per yard per special pickup
 - iii. Effective July 1, 2012: \$100.10 monthly minimum, \$4.61 per yard per special pickup
- (6) 8-yard containers, ~~\$97.02 monthly minimum, \$3.47 per yard per special pickup;~~
- i. Effective October 1, 2010 through June 30, 2011: \$103.81 monthly minimum, \$3.71 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$110.56 monthly minimum, \$3.95 per yard per special pickup
 - iii. Effective July 1, 2012: \$117.19 monthly minimum, \$4.19 per yard per special pickup
- (7) 10-yard containers, ~~\$111.16 monthly minimum, \$3.23 per yard per special pickup;~~
- i. Effective October 1, 2010 through June 30, 2011: \$118.94 monthly minimum, \$3.46 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$126.67 monthly minimum, \$3.68 per yard per special pickup
 - iii. Effective July 1, 2012: \$134.27 monthly minimum, \$3.90 per yard per special pickup
- (8) 12-yard containers, ~~\$125.32 monthly minimum, \$3.00 per yard per special pickup;~~
- i. Effective October 1, 2010 through June 30, 2011: \$134.09 monthly minimum, \$3.21 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$142.81 monthly minimum, \$3.42 per yard per special pickup
 - iii. Effective July 1, 2012: \$151.38 monthly minimum, \$3.62 per yard per special pickup

(c) For compactors:

- (1) ~~38-yard compactor unit, \$339.57 monthly service charge, plus \$7.98 per yard per pickup;~~
 - i. Effective October 1, 2010 through June 30, 2011: \$363.34 monthly service charge, plus \$8.54 per yard per pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$386.96 monthly service charge, plus \$9.09 per yard per pickup
 - iii. Effective July 1, 2012: \$410.17 monthly service charge, plus \$9.64 per yard per pickup
- (2) Charges for other size compactor units shall be established by the City Controller, using current operating costs as a guide.

* * *

§ 4. Effective Date. The rates described above shall be effective for all billings issued on or after the 1st day of October, 2010, and thereafter conditioned upon said rate increase being approved by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 24th day of August, 2010.

§ 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, except, that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Mayor

Mayor

ATTEST:

City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-0910-39, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2012 AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012; PROVIDING FOR AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the rates for sanitation service provided in the City of Norman and currently in effect in the City were last increased in July of 2004;
- § 2. WHEREAS, costs of providing sanitation service has increased since the last rate increase making it necessary to adjust the sanitation service rates to keep the projected revenues within projected expenditures in the sanitation fund and to cover the cost of providing for sanitation service in the City.

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

- § 3. That should the voters approve the rate increase in sanitation services set out in Ordinance No. O-0910-39, then Section 21-111 of Chapter 21 of the Code of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

Section 21-111. Rates for sanitation service.

(a) For one (1) roll-out cart supplied by City (of any size), and for thirty-two gallon or less containers supplied by customer for yard waste pickup;

(1) Apartment units, twelve dollars and fifty cents (\$12.50) per month effective October 1, 2010 through June 30, 2011, thirteen dollars and fifty cents (\$13.50) per month effective July 1, 2011 through June 30, 2012, and fourteen dollars and fifty cents (\$14.50) per month effective July 1, 2012 .

(2) Other residences and mobile homes, twelve dollars and fifty cents (\$12.50) per month effective October 1, 2010 through June 30, 2011, thirteen dollars and fifty

cents (\$13.50) per month effective July 1, 2011 through June 30, 2012, and fourteen dollars and fifty cents (\$14.50) per month effective July 1, 2012.

- (3) Apartment, residential, and mobile home users under sections (1) and (2) 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, nine dollars and thirty-eight cents (\$9.38) per month. effective October 1, 2010 through June 30, 2011, ten dollars and thirteen cents (\$10.13) per month effective July 1, 2011 through June 30, 2012, and ten dollars and eighty-eight cents (\$10.88) per month effective July 1, 2012.
 - (4) Apartment, residential and mobile home users under sections (1) and (2) above, desiring more than one (1) roll-out cart supplied by City, will be charged an additional monthly administrative fee for each additional roll-out cart. The administrative fee will be on file in the City Clerk's office.
 - (5) Commercial users not utilizing packer containers shall be provided large roll-out carts, each cart containing approximately ninety-six (96) gallons:
 - a. Seventeen dollars and ninety-three cents (\$17.93) per month per business unit effective October 1, 2010 through June 30, 2011, nineteen dollars and ten cents (\$19.10) per month per business unit effective July 1, 2011 through June 30, 2012, and twenty dollars and twenty-five cents (\$20.25) effective July 1, 2012, not to exceed collection of four (4) large roll-out carts per month.
 - b. Five dollars and nineteen cents (\$5.19) for each additional large roll-out cart per month effective October 1, 2010 through June 30, 2011, five dollars and fifty-three cents (\$5.53) for each additional large roll-out cart per month effective July 1, 2011 through June 30, 2012, and five dollars and eighty-six cents (\$5.86) for each additional roll-out cart per month effective July 1, 2012, over four (4) and up to seventeen (17) large roll-out carts per month.
 - c. Two dollars and sixty-three cents (\$2.63) effective October 1, 2010 through June 30, 2011, two dollars and eighty cents (\$2.80) effective July 1, 2011 through June 30, 2012, and two dollars and ninety-seven cents (\$2.97) effective July 1, 2012 for each additional large roll-out cart greater than seventeen (17) per month.
- (b) For commercial packer containers:
- (1) 2-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$47.58 monthly minimum, \$6.43 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$50.68 monthly minimum, \$6.85 per yard per special pickup

- iii. Effective July 1, 2012: \$53.72 monthly minimum, \$7.26 per yard per special pickup
- (2) 3-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$60.56 monthly minimum, \$5.44 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$64.50 monthly minimum, \$5.79 per yard per special pickup
 - iii. Effective July 1, 2012: \$68.37 monthly minimum, \$6.14 per yard per special pickup
- (3) 4-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$71.37 monthly minimum, \$4.70 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$76.01 monthly minimum, \$5.01 per yard per special pickup
 - iii. Effective July 1, 2012: \$80.57 monthly minimum, \$5.31 per yard per special pickup
- (4) 5-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$82.19 monthly minimum, \$4.33 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$87.53 monthly minimum, \$4.62 per yard per special pickup
 - iii. Effective July 1, 2012: \$92.78 monthly minimum, \$4.90 per yard per special pickup
- (5) 6-yard containers
 - i. Effective October 1, 2010 through June 30, 2011: \$88.67 monthly minimum, \$4.09 per yard per special pickup
 - ii. Effective July 1, 2011 through June 30, 2012: \$94.43 monthly minimum, \$4.35 per yard per special pickup

iii. Effective July 1, 2012: \$100.10 monthly minimum, \$4.61 per yard per special pickup

(6) 8-yard containers

i. Effective October 1, 2010 through June 30, 2011: \$103.81 monthly minimum, \$3.71 per yard per special pickup

ii. Effective July 1, 2011 through June 30, 2012: \$110.56 monthly minimum, \$3.95 per yard per special pickup

iii. Effective July 1, 2012: \$117.19 monthly minimum, \$4.19 per yard per special pickup

(7) 10-yard containers

i. Effective October 1, 2010 through June 30, 2011: \$118.94 monthly minimum, \$3.46 per yard per special pickup

ii. Effective July 1, 2011 through June 30, 2012: \$126.67 monthly minimum, \$3.68 per yard per special pickup

iii. Effective July 1, 2012: \$134.27 monthly minimum, \$3.90 per yard per special pickup

(8) 12-yard containers

i. Effective October 1, 2010 through June 30, 2011: \$134.09 monthly minimum, \$3.21 per yard per special pickup

ii. Effective July 1, 2011 through June 30, 2012: \$142.81 monthly minimum, \$3.42 per yard per special pickup

iii. Effective July 1, 2012: \$151.38 monthly minimum, \$3.62 per yard per special pickup

(c) For compactors:

(1) 38-yard compactor unit

i. Effective October 1, 2010 through June 30, 2011: \$363.34 monthly service charge, plus \$8.54 per yard per pickup

ii. Effective July 1, 2011 through June 30, 2012: \$386.96 monthly service charge, plus \$9.09 per yard per pickup

iii. Effective July 1, 2012: \$410.17 monthly service charge, plus \$9.64 per yard per pickup

(2) Charges for other size compactor units shall be established by the City Controller, using current operating costs as a guide.

* * *

§ 4. **Effective Date.** The rates described above shall be effective for all billings issued on or after the 1st day of October, 2010, and thereafter conditioned upon said rate increase being approved by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 24th day of August, 2010.

§ 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, except, that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Mayor

Mayor

ATTEST:

City Clerk



City of Norman, OK

Item 40

Text File

File Number: O-0910-38

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

Introduced: 6/2/2010

Current Status: Non-Consent Items

Version: 1

Matter Type: Ordinance

Title

ORDINANCE NO. O-0910-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-0910-39, INCREASING WATER RATES FOR RESIDENTIAL USERS BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL, AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Body

BACKGROUND:

Several times over the last several months, the Finance Committee has met to discuss the need for an increase in both the water rates and sanitation rates to meet current and planned expenditures. Staff presented its proposed rate increases to the Finance Committee on May 19, 2010 and based on Committee feedback, presented modified proposals to the full Council during the Study Session on June 1, 2010.

DISCUSSION:

Legal Staff has prepared the ordinances amending the code provisions dealing with water and sanitation rates and calling for the special election. .

Sanitation Rates

Basic sanitation rates were last changed in July 2004. In March 2008, urban residential customers began paying a \$3.00 fee per month for curbside recycling in addition to the basic rates. Ordinance No. O-0910-37 (see attached) would raise residential sanitation rates by \$1.00 per month in Fiscal Years 2011, 2012, and 2013. Commercial rates would be increased by 7% in Fiscal Year 2011, an additional 6.5% in Fiscal Years 2012 and an additional 6% in 2013.

Water Rates

Water rates were last changed in 2006. The rate structure for water use is an inverted rate structure, meaning customers who use less water, pay less per thousand gallons. Ordinance No. O-0910-38 (see attached) would increase both residential and commercial rates while the \$4.00 base fee would be unchanged.

With Ordinance No. O-0910-38, commercial water rates (currently \$2.10 per 1,000 gallons) increase by \$0.40 in Fiscal Year 2011, an additional \$0.25 in Fiscal Year 2012, and an additional \$0.20 in Fiscal Year 2013. Ordinance No. O-0910-38 also adds a new surcharge for customers who request the larger than standard sized meter. In planning for water needs, utilities generally plan for peak water usage days so that there is never a water shortage. Larger meters have the capacity to pull more water out of our system so customers (primarily commercial or industrial) with larger meters represent more potential peak demand than the standard residential customer with a 5/8" or 3/4" sized meter. Further, larger meters, which are repaired and/or replaced by the Norman Utilities Authority, are more expensive to replace.

Ordinance No. O-0910-38 would establish the water rates for residential customers as shown in Attachment A:

RECOMMENDATION:

The passage of each of these ordinances is contingent on voter approval. Ordinance No. O-0910-39 will function to call the special election to vote on the submitted water and sanitation rate increases. Such election will be held on August 24, 2010. Staff recommends passage of the attached ordinances.

ATTACHMENT A
PROPOSED WATER RATES
O-0910-38

RESIDENTIAL	Existing	FY2011	FY2012	FY2013
Base Fee	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
0 - 5,000 gal	\$ 2.00	\$ 2.25	\$ 2.40	\$ 2.55
5,001 - 15,000	\$ 2.10	\$ 2.60	\$ 2.75	\$ 2.90
15,000 - 20,000	\$ 2.75	\$ 3.25	\$ 3.40	\$ 3.55
Over 20,000	\$ 4.95	\$ 5.50	\$ 5.70	\$ 5.85

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-0910-39, INCREASING WATER RATES FOR RESIDENTIAL USERS BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the rates for water service provided in the City of Norman and currently in effect in the City were last increased in May of 2006;
- § 2. WHEREAS, costs of providing water service has increased since the last rate increase making it necessary to adjust the water service rates to keep the projected revenues within projected expenditures in the water fund and to cover the cost of providing for water service in the City.

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

- § 3. That should the voters approve the rate increase in water service set out in Ordinance No. O-0910-39, then Section 21-113 of Chapter 21 of the Code of Ordinances of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

Sec. 21-113. Rates for water service.

(a) The water rates and charges hereinafter enumerated shall be collected for the purposes of providing funds for the continued operation, improvement, servicing and maintenance of the City water system and for other municipal governmental purposes.

(b) The following rates shall apply to each residence, mobile home, or other single-family dwelling unit, apartment, townhouse or dwelling metered users:

Effective October 1, 2010 through June 30, 2011:

- (1) \$4.00 base fee;
- (2) ~~\$2.00/M~~ \$2.25/M up to 5,000 gallons;
- (3) ~~\$2.10/M~~ \$2.60/M for 5,001 to 15,000 gallons;
- (4) ~~\$2.75/M~~ \$3.25/M for 15,001 to 20,000 gallons;
- (5) ~~\$4.95/M~~ \$5.50/M over 20,000 gallons.

Effective July 1, 2011 through June 30, 2012:

- (1) \$4.00 base fee;
- (2) ~~\$2.00/M~~ \$2.40/M up to 5,000 gallons;
- (3) ~~\$2.10/M~~ \$2.75/M for 5,001 to 15,000 gallons;
- (4) ~~\$2.75/M~~ \$3.40/M for 15,001 to 20,000 gallons;
- (5) ~~\$4.95/M~~ \$5.70/M over 20,000 gallons

Effective July 1, 2012:

- (1) \$4.00 base fee;
- (2) ~~\$2.00/M~~ \$2.55/M up to 5,000 gallons;
- (3) ~~\$2.10/M~~ \$2.90/M for 5,001 to 15,000 gallons;
- (4) ~~\$2.75/M~~ \$3.55/M for 15,001 to 20,000 gallons;
- (5) ~~\$4.95/M~~ \$5.85/M over 20,000 gallons

(c) The base rate and the first 5,000 gallons of usage for apartment, residential, and mobile home users under section (b) 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, will be calculated at a reduction of twenty-five percent (25%).

(d) The following rates shall apply to each business, industrial, or commercial establishment:

- (1) A \$4.00 base fee plus an administratively set surcharge for those meters that are larger than the standard meter size; and
- (2) ~~\$2.10/M gallons. Effective October 1, 2010 through June 30, 2011:~~
\$2.50/M gallons
- (3) Effective July 1, 2011 through June 30, 2012: \$2.75/M gallons
- (4) Effective July 1, 2012: \$2.95/M gallons

§ 4. Effective date. The rates described above shall be effective for all billings issued on or after the 1st day of October, 2010, and thereafter conditioned upon said rate increase being approved by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 24th day of August, 2010.

§ 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, except, that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Mayor

Mayor

ATTEST:

City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-0910-39, INCREASING WATER RATES FOR RESIDENTIAL USERS BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the rates for water service provided in the City of Norman and currently in effect in the City were last increased in May of 2006;
- § 2. WHEREAS, costs of providing water service has increased since the last rate increase making it necessary to adjust the water service rates to keep the projected revenues within projected expenditures in the water fund and to cover the cost of providing for water service in the City.

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

- § 3. That should the voters approve the rate increase in water service set out in Ordinance No. O-0910-39, then Section 21-113 of Chapter 21 of the Code of Ordinances of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

Sec. 21-113. Rates for water service.

(a) The water rates and charges hereinafter enumerated shall be collected for the purposes of providing funds for the continued operation, improvement, servicing and maintenance of the City water system and for other municipal governmental purposes.

(b) The following rates shall apply to each residence, mobile home, or other single-family dwelling unit, apartment, townhouse or dwelling metered users:

Effective October 1, 2010 through June 30, 2011:

- (1) \$4.00 base fee;
- (2) \$2.25/M up to 5,000 gallons;
- (3) \$2.60/M for 5,001 to 15,000 gallons;
- (4) \$3.25/M for 15,001 to 20,000 gallons;
- (5) \$5.50/M over 20,000 gallons.

Effective July 1, 2011 through June 30, 2012:

- (1) \$4.00 base fee;
- (2) \$2.40/M up to 5,000 gallons;
- (3) \$2.75/M for 5,001 to 15,000 gallons;
- (4) \$3.40/M for 15,001 to 20,000 gallons;
- (5) \$5.70/M over 20,000 gallons

Effective July 1, 2012:

- (1) \$4.00 base fee;
- (2) \$2.55/M up to 5,000 gallons;
- (3) \$2.90/M for 5,001 to 15,000 gallons;
- (4) \$3.55/M for 15,001 to 20,000 gallons;
- (5) \$5.85/M over 20,000 gallons

(c) The base rate and the first 5,000 gallons of usage for apartment, residential, and mobile home users under section (b) 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, will be calculated at a reduction of twenty-five percent (25%).

(d) The following rates shall apply to each business, industrial, or commercial establishment:

- (1) A \$4.00 base fee plus an administratively set surcharge for those meters that are larger than the standard meter size; and
- (2) Effective October 1, 2010 through June 30, 2011: \$2.50/M gallons
- (3) Effective July 1, 2011 through June 30, 2012: \$2.75/M gallons
- (4) Effective July 1, 2012: \$2.95/M gallons

§ 4. Effective date. The rates described above shall be effective for all billings issued on or after the 1st day of October, 2010, and thereafter conditioned upon said rate increase being approved by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 24th day of August, 2010.

§ 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, except, that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Mayor

Mayor

ATTEST:

City Clerk



City of Norman, OK

Item 41

Text File

File Number: O-0910-39

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

Introduced: 6/2/2010

Current Status: Non-Consent Items

Version: 1

Matter Type: Ordinance

Title

ORDINANCE NO. O-0910-39: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA (THE CITY), ON THE 24TH DAY OF AUGUST, 2010, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-0910-37 WHICH ORDINANCE AMENDS SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE RATE FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1 2012, AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012; AND THE QUESTION APPROVING OR REJECTING ORDINANCE NO. O-0910-38 WHICH ORDINANCE AMENDS SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING WATER RATES FOR RESIDENTIAL USERS BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL, AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010, THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to adopt or reject the ordinance upon Second Reading section by section.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Body

BACKGROUND

Several times over the last several months, the Finance Committee has met to discuss the need for an increase in both the water rates and sanitation rates to meet current and planned expenditures. Staff presented its proposed rate increases to the Finance Committee on May 19, 2010, and based on Committee feedback, presented modified proposals to the full Council during the Study Session on June 1, 2010.

DISCUSSION:

Legal Staff has prepared the ordinances amending the code provisions dealing with water and sanitation rates and calling for the special election.

Sanitation Rates Basic sanitation rates were last changed in July 2004. In March 2008, urban residential customers began paying a \$3.00 fee per month for curbside recycling in addition to the basic rates. Ordinance No. O-0910-37 (see attached) would raise residential sanitation rates by \$1.00 per month in Fiscal Years 2011, 2012, and 2013. Commercial rates would be increased by 7% in Fiscal Year 2011, an additional 6.5% in Fiscal Years 2012 and an additional 6% in 2013.

Water Rates Water rates were last changed in 2006. The rate structure for water use is an inverted rate structure, meaning customers who use less water, pay less per thousand gallons. Ordinance No. O-0910-38 (see attached) would increase both residential and commercial rates while the \$4.00 base fee would be unchanged.

With Ordinance No. O-0910-38, commercial water rates (currently \$2.10 per 1,000 gallons) increase by \$0.40 in Fiscal Year 2011, an additional \$0.25 in Fiscal Year 2012, and an additional \$0.20 in Fiscal Year 2013. Ordinance No. O-0910-38 also adds a new surcharge for customers who request the larger than standard sized meter. In planning for water needs, utilities generally plan for peak water usage days so that there is never a water shortage. Larger meters have the capacity to pull more water out of our system so customers (primarily commercial or industrial) with larger meters represent more potential peak demand than the standard residential customer with a 5/8" or 3/4" sized meter. Further, larger meters, which are repaired and/or replaced by the Norman Utilities Authority are more expensive to replace.

Ordinance No. O-0910-38 would establish the Water rates for residential customers as outlined in Attachment A.:

RECOMMENDATION:

The passage of each of these ordinances is contingent on voter approval. Ordinance No. O-0910-39 will function to call the special election to vote on the submitted water and sanitation rate increases. Such election will be held on August 24, 2010. Staff recommends passage of the attached ordinances.

ATTACHMENT A
PROPOSED WATER RATES
O-0910-38

RESIDENTIAL	Existing	FY2011	FY2012	FY2013
Base Fee	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
0 - 5,000 gal	\$ 2.00	\$ 2.25	\$ 2.40	\$ 2.55
5,001 - 15,000	\$ 2.10	\$ 2.60	\$ 2.75	\$ 2.90
15,000 - 20,000	\$ 2.75	\$ 3.25	\$ 3.40	\$ 3.55
Over 20,000	\$ 4.95	\$ 5.50	\$ 5.70	\$ 5.85

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE 24TH DAY OF AUGUST 2010, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-0910-37 WHICH ORDINANCE AMENDS SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2012 AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012 AND THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-0910-38 WHICH ORDINANCE AMENDS SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE WATER RATES BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE

SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. Proposition. That the Mayor of the City of Norman, Oklahoma, or in his absence or incapacity, the duly qualified Mayor Pro Tem, be and hereby is authorized and directed to call a special election to be held in the City of Norman, Oklahoma, on the 24th day of August, 2010, for the purpose of submitting to the registered, qualified voters of said City of Norman, Oklahoma, for their approval or rejection the following propositions:

PROPOSITION I

SHALL ORDINANCE NO. O-0910-37 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2012 AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012 BE APPROVED?

PROPOSITION II

SHALL ORDINANCE NO. O-0910-38 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN BY INCREASING WATER RATES FOR RESIDENTIAL USERS OF WATER BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30,

2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012, THEREBY INCREASING THE MONTHLY GALLON USAGE RATES FOR WATER SERVICE AS FOLLOWS BE APPROVED?

*RESIDENTIAL AND NON-BUSINESS METER (RATE PER THOUSAND)
PROPOSED RATE*

	October 1, 2010 – June 30, 2011	July 1, 2011 – June 30, 2012	Effective July 1, 2012
FIRST 5,000 GALLONS	\$ 2.25	\$ 2.40	\$ 2.55
5,001 TO 15,000 GALLONS	\$ 2.60	\$ 2.75	\$ 2.90
15,001 TO 20,000 GALLONS	\$ 3.25	\$ 3.40	\$ 3.55
OVER 20,000 GALLONS	\$ 5.50	\$ 5.70	\$ 5.85

*BUSINESS, INDUSTRIAL OR COMMERCIAL RATES (RATE PER THOUSAND)
PROPOSED RATE*

	October 1, 2010 – June 30, 2011	July 1, 2011 – June 30, 2012	Effective July 1, 2012
ALL USAGES	\$ 2.50	\$ 2.75	\$ 2.95

- § 2. That such call for said election shall be by Special Election Proclamation and Notice, signed by the Mayor or Mayor Pro Tem and attested to by the City Clerk, setting forth the proposition to be voted on; that the ballots set forth in the proposition be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be made to and canvassed by the Cleveland County Election Board.
- § 3. That the number and location of the polling places and the persons who conduct the elections shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in the City of Norman, Oklahoma.
- § 4. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling such special election is hereby approved in all respects, and that the Mayor or Mayor Pro Tem is hereby authorized to execute said special election proclamation on behalf of the City, and the City Clerk is hereby authorized to attest and affix the seal of said City to said Special Election Proclamation and Notice and cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.
- § 5. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and a copy of the Special Election Proclamation and Notice of Election upon the

office of the Cleveland County Election Board, not less than sixty (60) days prior to the date of the election.

ADOPTED this _____ day of
_____, 2010.

NOT ADOPTED this _____ day of
_____, 2010.

Mayor

Mayor

ATTEST:

City Clerk

**SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION**

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-0910-39 dated _____, 2010, authorizing the calling of an election on the Proposition hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 24th day of August, 2010, for the purpose of submitting to the registered qualified voters in said City the proposed Proposition:

PROPOSITION I

SHALL ORDINANCE NO. O-0910-37 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-111 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, BY INCREASING THE RATES FOR ALL RESIDENTIAL USERS OF THE SANITATION SERVICE AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL ONE DOLLAR PER MONTH EFFECTIVE JULY 1, 2012 AND INCREASING ALL RATES FOR COMMERCIAL USERS OF THE SANITATION SERVICE BY SEVEN PERCENT EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL SIX AND ONE-HALF PERCENT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL SIX PERCENT EFFECTIVE JULY 1, 2012 BE APPROVED?

PROPOSITION II

SHALL ORDINANCE NO. O-0910-38 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN BY INCREASING WATER RATES FOR RESIDENTIAL USERS OF WATER BY AN ADDITIONAL TWENTY-FIVE CENTS PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS AND FIFTY CENTS PER THOUSAND GALLONS FOR USAGE BETWEEN 5,001 AND 20,000 GALLONS AND AN ADDITIONAL FIFTY-FIVE CENTS PER THOUSAND GALLONS FOR USAGE OVER 20,000 GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS FOR USAGE UP TO 20,000 GALLONS AND AN ADDITIONAL TWENTY CENTS FOR USAGE OVER 20,000 GALLONS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL FIFTEEN CENTS PER THOUSAND GALLONS EFFECTIVE JULY 1, 2012; PROVIDING FOR ADMINISTRATIVELY DETERMINED SURCHARGES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS WHO REQUIRE METERS LARGER THAN STANDARD SIZE; INCREASING WATER RATES FOR BUSINESS, INDUSTRIAL AND COMMERCIAL USERS BY AN ADDITIONAL FORTY CENTS PER THOUSAND GALLONS EFFECTIVE OCTOBER 1, 2010 THROUGH JUNE 30, 2011, AN ADDITIONAL TWENTY-FIVE CENTS EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012, AND AN ADDITIONAL TWENTY CENTS EFFECTIVE JULY 1, 2012, THEREBY INCREASING THE MONTHLY GALLON USAGE RATES FOR WATER SERVICE AS FOLLOWS BE APPROVED?

*RESIDENTIAL AND NON-BUSINESS METER (RATE PER THOUSAND)
PROPOSED RATE*

	October 1, 2010 – June 30, 2011	July 1, 2011 – June 30, 2012	Effective July 1, 2012
FIRST 5,000 GALLONS	\$ 2.25	\$ 2.40	\$ 2.55
5,001 TO 15,000 GALLONS	\$ 2.60	\$ 2.75	\$ 2.90
15,001 TO 20,000 GALLONS	\$ 3.25	\$ 3.40	\$ 3.55
OVER 20,000 GALLONS	\$ 5.50	\$ 5.70	\$ 5.85

*BUSINESS, INDUSTRIAL OR COMMERCIAL RATES (RATE PER THOUSAND)
PROPOSED RATE*

	October 1, 2010 – June 30, 2011	July 1, 2011 – June 30, 2012	Effective July 1, 2012
--	------------------------------------	---------------------------------	---------------------------



City of Norman, OK

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

Item 42

Text File

File Number: O-0910-40

Introduced: 5/25/2010

Current Status: Non-Consent Items

Version: 1

Matter Type: Ordinance

Title

ORDINANCE NO. O-0910-40: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 8-528 OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR THE ADMINISTRATION OF CONVENTION AND TOURISM DEVELOPMENT FUNDS AND NON-PROFIT BOARD COMPOSITION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion to adopt or reject the ordinance on Second Reading section by section.

Motion to adopt or reject the ordinance upon Final Reading as a whole.

Body

BACKGROUND:

The Council Oversight Committee met on May 6, 2009, June 24, 2009, January 6, 2010, and March 3, 2010, to review, among other things, the Norman Convention and Visitors Bureau (NCVB) reporting methods and board composition. The results of those meetings were presented during a Study Session on May 11, 2010.

DISCUSSION:

During the Oversight Committee meetings, it was discussed whether the composition of the Board as set forth in Section 8-528 of the City Code and in the City's contract with NCVB needed to be updated. The current contract references the Board composition as outlined in specificity in Section 8-528 of the City Code. Seven of the nine members are composed of representatives from the Norman Chamber of Commerce, the Norman Arts Council, the Norman Hotel and Motel Association, the Norman Restaurant Association, and the University of Oklahoma Athletic Department, with each representative being appointed by their respective organizations. The two remaining members are representatives from the University of Oklahoma and an organized athletic group appointed by the Mayor and confirmed by City Council.

Ultimately, NCVB proposed that Board membership be changed to expand from nine (9) voting members to thirteen (13) voting members, and to add four board members to serve in an ex-officio capacity. Seven directors would be chosen by the NCVB Board from organizations and businesses in Norman affected by convention and tourism in Norman, such as the groups currently represented on the Board. The City would continue to appoint two members, but instead of being required to appoint representatives from the University of Oklahoma and organized athletics, the City could appoint a representative from any organization or business affected by convention and tourism activities in Norman. The remaining four voting directors would be elected by the NCVB Board to serve in an at-large capacity. The four non-voting members are proposed to be the Mayor or a City Councilmember, the City Manager or his

appointee, the Executive Director of the Chamber of Commerce, and the Executive Director of the Norman Economic Development Coalition.

RECOMMENDATION:

The proposed changes are reflected in the attached Ordinance No. O-0910-40 which amends Section 8-528 of the City Code. It should also be noted that these changes will require an amendment by the NCVB Board of Directors to its bylaws and to the City's contract with NCVB (K-9293-136).

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 8-528 OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR THE ADMINISTRATION OF CONVENTION AND TOURISM DEVELOPMENT FUNDS AND NON-PROFIT BOARD COMPOSITION ; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That Section 8-528 of Chapter 8 of the Code of the City of Norman shall be amended to read as follows:

Sec. 8-528. Administration of convention and tourism development funds.

The council shall contract annually, or by a contract renewable annually, with a not-for-profit corporation to administer the share of funds collected pursuant to the Norman Transient Guest Room Tax Ordinance set aside specifically for the purpose of encouraging, promoting and fostering convention and tourism development in the City. The scope and purpose of such corporation shall be solely for encouraging, promoting, and fostering convention and tourism development in the City. Further, with regard to such not-for-profit corporation, it is required that:

- (1) The Board of Directors of such not-for-profit corporation shall be composed as follows: ~~One (1) representative of the Norman Chamber of Commerce; one (1) representative of the Norman Arts and Humanities Council; two (2) representatives of the Norman Hotel and Motel Association; one (1) representative of the Norman Restaurant Association; one (1) representative from the University of Oklahoma; one (1) representative from organized athletics, both from the City and both appointed by the Mayor of the City and ratified by the City Council; one (1) representative from the Norman Public Schools, appointed by the Norman Superintendent of Schools; and one (1) representative from the University of Oklahoma Athletic Department, appointed by the University of Oklahoma President;~~

a. Seven (7) Directors, each as elected by the NCVB Board of Directors, and as chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman, such as follows:

- i. The University of Oklahoma Athletic Department;
- ii. The Norman Public Schools;
- iii. The Norman Chamber of Commerce;
- iv. The Norman Arts Council;

- v. The Norman hotels and hospitality industry; and/or
- vi. The Norman restaurant and entertainment industry.

b. Two (2) Directors, as each appointed by the Mayor of the City of Norman, and as chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman, such as follows:

- i. The University of Oklahoma; and/or
- ii. The organized athletic groups

c. Four (4) Directors, each as elected by the NCVB Board of Directors and as chosen generally from the Norman community to serve in at-large capacities.

d. Four (4) Ex-Officio representatives as follows:

i. The Mayor of the City of Norman or a City Councilmember of the City of Norman appointed by the Mayor to serve in this role;

ii. The City Manager of the City of Norman, or another City of Norman employee as designated by the City Manager to serve in this role;

iii. The Executive Director of the Norman Chamber of Commerce; and

iv. The Executive Director of the Norman Economic Development Coalition.

- (2) Provided further, the terms of the Board Members shall not exceed three (3) years; however, this shall not preclude a single Board Member from serving a second or subsequent term;
- (3) In addition to entering into a contract with the City to provide for encouraging, promoting and fostering convention and tourism development in the City, the City Council shall annually approve the budget and scope of services of such not-for-profit corporation; and
- (4) Such not-for-profit corporation will report to the City Council, at least quarterly, on its activities and expenditures for the previous three-month period.

§ 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 _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 8-528 OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR THE ADMINISTRATION OF CONVENTION AND TOURISM DEVELOPMENT FUNDS AND NON-PROFIT BOARD COMPOSITION ; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That Section 8-528 of Chapter 8 of the Code of the City of Norman shall be amended to read as follows:

Sec. 8-528. Administration of convention and tourism development funds.

The council shall contract annually, or by a contract renewable annually, with a not-for-profit corporation to administer the share of funds collected pursuant to the Norman Transient Guest Room Tax Ordinance set aside specifically for the purpose of encouraging, promoting and fostering convention and tourism development in the City. The scope and purpose of such corporation shall be solely for encouraging, promoting, and fostering convention and tourism development in the City. Further, with regard to such not-for-profit corporation, it is required that:

- (1) The Board of Directors of such not-for-profit corporation shall be composed as follows:

a. Seven (7) Directors, each as elected by the NCVB Board of Directors, and as chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman, such as follows:

- i. The University of Oklahoma Athletic Department;
- ii. The Norman Public Schools;
- iii. The Norman Chamber of Commerce;
- iv. The Norman Arts Council;
- v. The Norman hotels and hospitality industry; and/or
- vi. The Norman restaurant and entertainment industry.

b. Two (2) Directors, as each appointed by the Mayor of the City of Norman, and as chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman, such as follows:

- i. The University of Oklahoma; and/or
- ii. The organized athletic groups

c. Four (4) Directors, each as elected by the NCVB Board of Directors and as chosen generally from the Norman community to serve in at-large capacities.

d. Four (4) Ex-Officio representatives as follows:

i. The Mayor of the City of Norman or a City Councilmember of the City of Norman appointed by the Mayor to serve in this role;

ii. The City Manager of the City of Norman, or another City of Norman employee as designated by the City Manager to serve in this role;

iii. The Executive Director of the Norman Chamber of Commerce; and

iv. The Executive Director of the Norman Economic Development Coalition.

(2) Provided further, the terms of the Board Members shall not exceed three (3) years; however, this shall not preclude a single Board Member from serving a second or subsequent term;

(3) In addition to entering into a contract with the City to provide for encouraging, promoting and fostering convention and tourism development in the City, the City Council shall annually approve the budget and scope of services of such not-for-profit corporation; and

(4) Such not-for-profit corporation will report to the City Council, at least quarterly, on its activities and expenditures for the previous three-month period.

§ 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 _____, 2010.

NOT ADOPTED this _____ day
of _____, 2010.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk



City of Norman, OK

Item 43

Text File

File Number: K-9293-136

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

Introduced: 6/14/2010

Current Status: Consent Item

Version: 2

Matter Type: Contract

Title

AMENDMENT NO. SIX TO CONTRACT NO. K-9293-139: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN CONVENTION AND VISITOR'S BUREAU TO EXPAND THE BOARD OF DIRECTORS MEMBERSHIP AND CREATE CERTAIN SEMI-ANNUAL REPORT REQUIREMENTS.

Motion to approve or reject the amendment; and, if approved, authorize the execution thereof.

Body

BACKGROUND:

The Council Oversight Committee met on May 6, 2009, June 24, 2009, January 6, 2010 and March 3, 2010 to review, among other things, the Norman Convention and Visitors Bureau (NCVB) reporting methods and board composition. The results of those meetings were discussed during a City Council Study Session on May 11, 2010.

DISCUSSION:

Reporting Methods

During the Oversight Committee meetings, Stephen Koranda, NCVB Executive Director, discussed several methods of reporting in the industry to assist Council in determining the best way to present meaningful information in the NCVB semi-annual reports required by the contract between the City and NCVB (K-9293-136). The contract currently requires the following information be included by NCVB in its semi-annual reports to Council:

1. Number of groups or entities contacted;
2. Number of inquiries received by the Bureau;
3. Number of conventions or groups brought to the City as a result of the Bureau's efforts;
4. Number of days covered by the convention, meeting or event;
5. Number of hotel rooms occupied as a result of each convention, meeting or event;
6. Number of people involved in the event;
7. Any other relevant data derived from the above criteria.
8. An annual summary of the year's work (items 1-7) and a quantitative cost-benefit evaluation of the Bureau's activities and a comparison of the percentage of time that was spent on each activating in the approved plan of work versus actual, accounting for funds and hourly time accounting for work activities of staff by proposed event/organization. Other work by volunteers may be kept separately.

The proposed amendment to K-9293-136 would instead require that the NCVB's semi-annual reports to the City provide a reasonably good understanding of the activities NCVB has

undertaken since the previous report to encourage, promote, and foster convention and tourism development in the City. Specifically, the report must include information regarding NCVB's work in the following areas:

1. Convention and Sports Activities and Performance Measures;
2. Marketing and Communications Activities and Performance Measures;
3. Group Tour Activities and Performance Measures;
4. The total return on investment, with such figures as may be related to visitor spending, convention sales, and marketing/communications.

Board Composition

The Oversight Committee also discussed whether the composition of the Board as set forth in Section 8-528 of the City Code and in the City's contract with NCVB needed to be updated. The current contract references the Board composition as outlined in specificity in Section 8-528 of the City Code. Seven of the nine members are composed of representatives from the Norman Chamber of Commerce, the Norman Arts Council, the Norman Hotel and Motel Association, the Norman Restaurant Association, and the University of Oklahoma Athletic Department, with each representative being appointed by their respective organizations. The two remaining members are representatives from the University of Oklahoma and an organized athletic group appointed by the Mayor and confirmed by City Council.

Ultimately, NCVB proposed that Board membership be changed to expand from nine (9) voting members to thirteen (13) voting members, and to add four board members to serve in an ex-officio capacity. Seven directors would be chosen by the NCVB Board from organizations and businesses in Norman affected by convention and tourism in Norman, such as the groups currently represented on the Board. The City would continue to appoint two members, but instead of being required to appoint representatives from the University of Oklahoma and organized athletics, the City could appoint a representative from any organization or business affected by convention and tourism activities in Norman. The remaining four voting directors would be elected by the NCVB Board to serve in an at-large capacity. The four non-voting members are proposed to be the Mayor or a City Councilmember, the City Manager or his appointee, the Executive Director of the Chamber of Commerce, and the Executive Director of the Norman Economic Development Coalition.

STAFF RECOMMENDATION:

The proposed changes require an amendment to the contract between the City and NCVB. This contract has been previously amended five times. The entire contract, inclusive of all previous amendments as well as the current amendments, is attached for your review. An annotated copy of the entire NCVB contract showing the changes currently being proposed is also attached. It should be noted that these changes will require an amendment by the NCVB Board of Directors to its bylaws.

Amendment No. Six to K-9293-136 (as amended)

Annotated

AGREEMENT

THIS AGREEMENT made and entered into on this 25th of May, 1993, and as subsequently amended, between the CITY OF NORMAN, OKLAHOMA, a municipal corporation, hereinafter called the "City", and the NORMAN CONVENTION AND VISITORS BUREAU, INC., a not-for-profit corporation, hereinafter called the "Bureau";

WITNESSETH:

WHEREAS, an ordinance known as the "Norman Transient Guest Room Tax Ordinance" directs imposition within the City of an excise tax upon the gross proceeds derived from rents received from occupancy of hotel rooms with further directions that the taxes collected be set aside and used exclusively for purpose of encouraging, promoting and fostering the convention and tourism development of the City; and

WHEREAS, City and Bureau agree that the promotion of arts and humanity activities are an important part of attracting tourists and conventions to the City; and

WHEREAS, the existence of adequate park facilities likewise fosters and encourages visitors to a city; and

WHEREAS, the Bureau has been formed for the sole purpose of promoting and fostering convention and tourism development in the City and as a result thereof has certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, it is the desire of the parties hereto that programs for encouraging, promoting, and fostering the convention and tourism development of this City be established and that the Bureau provide such programs and services to the City as authorized in said Norman Transient Guest Room Tax Ordinance through the Bureau and to utilize its facilities, employees, services and expertise as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated, and in consideration of the mutual benefits which will accrue to each of the parties hereof, the parties have agreed and do hereby agree as follows:

Bureau agrees to provide a qualified and competent staff to be assigned to the solicitation of conventions and tourism business for the City and in this connection to provide all the management and administrative services necessary to present a viable promotional program including but not limited to the gathering and dissemination of information and ideas, research, promotional programs, servicing conventions including all normal convention support services and equipment, represent local business, civic and hotel interest in negotiating with associations and other convention groups to preclude unreasonable demands and assist in the development and promotion of local activities and attractions designed to enhance City's tourist desirability.

Amendment No. Six to K-9293-136 (as amended)
Annotated

It is agreed that the Bureau's operation under this Agreement shall be in accordance with the City's Code of Ordinances and its sole purpose shall be the promotion of conventions and tourism within the City. ~~The Bureau's Board of Directors shall be made up of nine (9) members as provided in Section 8-528 of the City's Code of Ordinances. (Amendment No. 1 to K-9293-136)~~ The NCVB Board of Directors shall consist of a total of thirteen (13) voting members, and four (4) Ex-Officio members, to be made up as follows:

1. Thirteen (13) voting members of the Board of Directors as follows:
 - a) Seven (7) Directors, each as elected by the NCVB Board of Directors, and as chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman, such as follows:
 - i. The University of Oklahoma Athletic Department;
 - ii. The Norman Public Schools;
 - iii. The Norman Chamber of Commerce;
 - iv. The Norman Arts Council;
 - v. The Norman hotels and hospitality industry; and/or
 - vi. The Norman restaurant and entertainment industry.
 - b) Two (2) Directors, each as appointed by the Mayor of the City of Norman, and as chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman, such as follows:
 - i. The University of Oklahoma; and/or
 - ii. The organized athletic groups.
 - c) Four (4) Directors, each as elected by the NCVB Board of Directors, and as chosen generally from the Norman community to serve in "at-large" capacities.
2. Four (4) Ex-Officio representatives as follows:
 - a) The Mayor of the City of Norman; or a City Councilmember of the City of Norman as appointed by the Mayor to serve in this role;
 - b) The City Manager of the City of Norman, or another City of Norman employee as designated by the City Manager to serve in this role;
 - c) The Executive Director of the Norman Chamber of Commerce; and
 - d) The Executive Director of the Norman Economic Development Coalition, Inc.

Amendment No. Six to K-9293-136 (as amended)
Annotated

Bureau agrees to provide office space in Norman, Oklahoma, with same being used for the purpose of implementing said promotional program as provided herein.

Bureau agrees to provide all utility services, including telephone, and to further provide all stationary, postage, materials, supplies and equipment necessary for the purpose of this Agreement.

Bureau understands and agrees that all persons working for the Bureau under this Agreement shall be employees of the Bureau and shall in no way be considered as employees of the City. In this connection, should any liability arise under the Worker's Compensation Act of the State of Oklahoma due to injury of any employee of the Bureau, the same shall be the sole liability of the Bureau. The Bureau agrees as part hereof to have in force and paid for Worker's Compensation Insurance during any time that employees doing work for the Bureau are covered by said Worker's Compensation Act.

The Bureau agrees to devote its best efforts to the City's interest and to endeavor in every way to make the promotion of the City as a convention and tourism center successful. In this regard, the Bureau understands and agrees that the establishment of objective criteria by which to judge the Bureau's performance is necessary and an important part of this Agreement. As part of its reports to the City Council and in any event no less than semi-annually, the Bureau shall provide Council with the following information:

- ~~1. — Number of groups or entities contacted, with greater emphasis placed on — tourism events (Amendment No. 3 to K-9293-136);~~
- ~~2. — Number of inquiries received by the Bureau;~~
- ~~3. — Number of conventions or groups brought to the City as a result of the — Bureau's efforts;~~
- ~~4. — Number of days covered by the convention, meeting or event;~~
- ~~5. — Number of hotel rooms occupied as result of each convention, meeting or — event;~~
- ~~6. — Number of people involved in the event;~~
- ~~7. — Any other relevant data derived from the above criteria.~~
8. An annual summary of the year's work (items 1-7) and a quantitative cost-benefit evaluation of the Bureau's activities and a comparison of the percentage of time that was spent on each activity in the approved plan of work versus actual, accounting for funds and hourly time accounting for work activities of staff by proposed event/organization. Other work by

Amendment No. Six to K-9293-136 (as amended)
Annotated

~~volunteers may be kept separately.~~ The NCVB shall report to the City no less than approximately semi-annually, with information that provides the City with a reasonably good understanding of the activities that the NCVB has undertaken since the prior reporting, through efforts to encourage, promote, and foster the convention and tourism development of the City. The information will provide the City with knowledge as to the NCVB's work in areas such as, but not limited to, the following:

- a) Convention and Sports Activities and Performance Measures;
- b) Marketing and Communications Activities and Performance Measures;
- c) Group Tour Activities and Performance Measures; and
- d) The total return on investment, with such figures as may be related to visitor spending, convention sales and marketing/communications.

~~Bureau further agrees that any advertisement or contact made with any group or entity shall inquire as to how that group or entity learned about the City of Norman.~~

The Bureau agrees to comply with all applicable competitive bidding statutes and ordinances with regard to contracts for the procurement of goods and services by the Bureau.

The Bureau agrees to prepare and submit to Council for review a travel policy for all out-of-town travel by representatives of the Bureau. Said policy shall provide in detail the amount to be paid and criteria for the reimbursement of or payment for travel expenses.

The parties hereto agree that of the sums collecting from the Norman Transient Guest Room Tax, the City of Norman shall retain Three Percent (3%) to reimburse the City for its administrative costs involved in administering the tax and administering the contract. Of the remaining Ninety-Seven Percent (97%), Fifty Percent (50%) shall be paid to the Bureau as compensation for its services rendered during the terms of the Agreement. Of the remaining tax collected, Twenty-Five Percent (25%) shall be set aside for the Norman Parks Department.

The City agrees to pay to the Bureau the funds received in monthly increments during the terms of this Agreement. Prior to May 1 of each year, the Bureau shall prepare and submit to the City Council a detailed plan of work and integrated budget for Ninety-Five Percent (95%) of the estimated revenues of the next fiscal year. The City's contribution to the Bureau's estimated revenues shall be based upon the City Manager's estimate. The Bureau may not spend funds until both the detailed annual plan of work and integrated budget are approved, as a non-consent item, by the City Council. Funds will not be available from the room tax fund until appropriated by the City Council. (*Amendment Nos. 2, 3, 4 and 5 to K-9293-136*)

Amendment No. Six to K-9293-136 (as amended)
Annotated

The Bureau shall furnish quarterly financial reports that include revenue and expense reports compared to budget and balance sheets covering the period and the year-to-date. The year-end financial report submitted by the Bureau to the City shall include an audited financial statement for the previous year. Said audited financial statement shall be furnished by the Bureau to the City as soon as reasonably possible after the close of the previous fiscal year. (*Amendment No. 2 to K-9293-136*)

It is agreed by and between the parties that this Agreement is not assignable.

The terms of this Agreement shall be for a one-year period commencing on the 1st day of July, 1993, and shall terminate on the 30th day of June, 1994, provided, however, that this Agreement shall be self-executing for each new year unless either party hereto, at least sixty (60) days prior to the renewal date, which date shall be the day, one year subsequent, as the commencement date as set forth above, gives notice of intent to terminate this Agreement.

In case the Bureau herein enters into an arrangement or bankruptcy or receivership under the laws of the United States and/or any State, either voluntarily or not voluntarily, the City may elect to declare the unexpired term of this Agreement cancelled as of the date of such event.

The Waiver by the City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant.

WITNESS our hands the _____ day of _____, 2010, at Norman, Oklahoma.

NORMAN CONVENTION AND VISITORS BUREAU, INC.

By: _____
_____, President

ATTEST:

Corporate Secretary

Amendment No. Six to K-9293-136 (as amended)
Annotated

Approved by the City Council of the City of Norman this ____ day of _____,
2010.

CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

By: _____
Cindy S. Rosenthal, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this _____ day of _____, 2010.

City Attorney

AGREEMENT

THIS AGREEMENT made and entered into on this 25th of May, 1993, and as subsequently amended on this ____ of June, 2010, between the CITY OF NORMAN, OKLAHOMA, a municipal corporation, hereinafter called the "City", and the NORMAN CONVENTION AND VISITORS BUREAU, INC., a not-for-profit corporation, hereinafter called the "Bureau";

WITNESSETH:

WHEREAS, an ordinance known as the "Norman Transient Guest Room Tax Ordinance" directs imposition within the City of an excise tax upon the gross proceeds derived from rents received from occupancy of hotel rooms with further directions that the taxes collected be set aside and used exclusively for purpose of encouraging, promoting and fostering the convention and tourism development of the City; and

WHEREAS, City and Bureau agree that the promotion of arts and humanity activities are an important part of attracting tourists and conventions to the City; and

WHEREAS, the existence of adequate park facilities likewise fosters and encourages visitors to a city; and

WHEREAS, the Bureau has been formed for the sole purpose of promoting and fostering convention and tourism development in the City and as a result thereof has certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, it is the desire of the parties hereto that programs for encouraging, promoting, and fostering the convention and tourism development of this City be established and that the Bureau provide such programs and services to the City as authorized in said Norman Transient Guest Room Tax Ordinance through the Bureau and to utilize its facilities, employees, services and expertise as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated, and in consideration of the mutual benefits which will accrue to each of the parties hereof, the parties have agreed and do hereby agree as follows:

Bureau agrees to provide a qualified and competent staff to be assigned to the solicitation of conventions and tourism business for the City and in this connection to provide all the management and administrative services necessary to present a viable promotional program including but not limited to the gathering and dissemination of information and ideas, research, promotional programs, servicing conventions including all normal convention support services and equipment, represent local business, civic and hotel interest in negotiating with associations and other convention groups to preclude unreasonable demands and assist in the development and promotion of local activities and attractions designed to enhance City's tourist desirability.

It is agreed that the Bureau's operation under this Agreement shall be in accordance with the City's Code of Ordinances and its sole purpose shall be the promotion of conventions and tourism within the City. The NCVB Board of Directors shall consist of a total of thirteen (13) voting members, and four (4) Ex-Officio members, to be made up as follows:

1. Thirteen (13) voting members of the Board of Directors as follows:
 - a) Seven (7) Directors, each as elected by the NCVB Board of Directors, and as chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman, such as follows:
 - i. The University of Oklahoma Athletic Department;
 - ii. The Norman Public Schools;
 - iii. The Norman Chamber of Commerce;
 - iv. The Norman Arts Council;
 - v. The Norman hotels and hospitality industry; and/or
 - vi. The Norman restaurant and entertainment industry.
 - b) Two (2) Directors, each as appointed by the Mayor of the City of Norman, and as chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman, such as follows:
 - i. The University of Oklahoma; and/or
 - ii. The organized athletic groups.
 - c) Four (4) Directors, each as elected by the NCVB Board of Directors, and as chosen generally from the Norman community to serve in "at-large" capacities.
2. Four (4) Ex-Officio representatives as follows:
 - a) The Mayor of the City of Norman; or a City Councilmember of the City of Norman as appointed by the Mayor to serve in this role;
 - b) The City Manager of the City of Norman, or another City of Norman employee as designated by the City Manager to serve in this role;
 - c) The Executive Director of the Norman Chamber of Commerce; and
 - d) The Executive Director of the Norman Economic Development Coalition, Inc.

Bureau agrees to provide office space in Norman, Oklahoma, with same being used for the purpose of implementing said promotional program as provided herein.

Bureau agrees to provide all utility services, including telephone, and to further provide all stationary, postage, materials, supplies and equipment necessary for the purpose of this Agreement.

Bureau understands and agrees that all persons working for the Bureau under this Agreement shall be employees of the Bureau and shall in no way be considered as employees of the City. In this connection, should any liability arise under the Worker's Compensation Act of the State of Oklahoma due to injury of any employee of the Bureau, the same shall be the sole liability of the Bureau. The Bureau agrees as part hereof to have in force and paid for Worker's Compensation Insurance during any time that employees doing work for the Bureau are covered by said Worker's Compensation Act.

The Bureau agrees to devote its best efforts to the City's interest and to endeavor in every way to make the promotion of the City as a convention and tourism center successful. In this regard, the Bureau understands and agrees that the establishment of objective criteria by which to judge the Bureau's performance is necessary and an important part of this Agreement. As part of its reports to the City Council and in any event no less than semi-annually, the Bureau shall provide Council with the following information:

The NCVB shall report to the City no less than approximately semi-annually, with information that provides the City with a reasonably good understanding of the activities that the NCVB has undertaken since the prior reporting, through efforts to encourage, promote, and foster the convention and tourism development of the City. The information will provide the City with knowledge as to the NCVB's work in areas such as, but not limited to, the following:

- a) Convention and Sports Activities and Performance Measures;
- b) Marketing and Communications Activities and Performance Measures;
- c) Group Tour Activities and Performance Measures; and
- d) The total return on investment, with such figures as may be related to visitor spending, convention sales and marketing/communications.

The Bureau agrees to comply with all applicable competitive bidding statutes and ordinances with regard to contracts for the procurement of goods and services by the Bureau.

The Bureau agrees to prepare and submit to Council for review a travel policy for all out-of-town travel by representatives of the Bureau. Said policy shall provide in detail

the amount to be paid and criteria for the reimbursement of or payment for travel expenses.

The parties hereto agree that of the sums collecting from the Norman Transient Guest Room Tax, the City of Norman shall retain Three Percent (3%) to reimburse the City for its administrative costs involved in administering the tax and administering the contract. Of the remaining Ninety-Seven Percent (97%), Fifty Percent (50%) shall be paid to the Bureau as compensation for its services rendered during the terms of the Agreement. Of the remaining tax collected, Twenty-Five Percent (25%) shall be set aside for the Norman Parks Department.

The City agrees to pay to the Bureau the funds received in monthly increments during the terms of this Agreement. Prior to May 1 of each year, the Bureau shall prepare and submit to the City Council a detailed plan of work and integrated budget for Ninety-Five Percent (95%) of the estimated revenues of the next fiscal year. The City's contribution to the Bureau's estimated revenues shall be based upon the City Manager's estimate. The Bureau may not spend funds until both the detailed annual plan of work and integrated budget are approved, as a non-consent item, by the City Council. Funds will not be available from the room tax fund until appropriated by the City Council. (*Amendment Nos. 2, 3, 4 and 5 to K-9293-136*)

The Bureau shall furnish quarterly financial reports that include revenue and expense reports compared to budget and balance sheets covering the period and the year-to-date. The year-end financial report submitted by the Bureau to the City shall include an audited financial statement for the previous year. Said audited financial statement shall be furnished by the Bureau to the City as soon as reasonably possible after the close of the previous fiscal year. (*Amendment No. 2 to K-9293-136*)

It is agreed by and between the parties that this Agreement is not assignable.

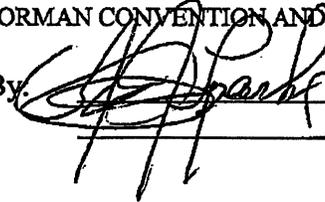
The terms of this Agreement shall be for a one-year period commencing on the 1st day of July, 1993, and shall terminate on the 30th day of June, 1994, provided, however, that this Agreement shall be self-executing for each new year unless either party hereto, at least sixty (60) days prior to the renewal date, which date shall be the day, one year subsequent, as the commencement date as set forth above, gives notice of intent to terminate this Agreement.

In case the Bureau herein enters into an arrangement or bankruptcy or receivership under the laws of the United States and/or any State, either voluntarily or not voluntarily, the City may elect to declare the unexpired term of this Agreement cancelled as of the date of such event.

The Waiver by the City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant.

WITNESS our hands the 16 day of June, 2010, at Norman, Oklahoma.

NORMAN CONVENTION AND VISITORS BUREAU, INC.

By:  _____, President

ATTEST:



Corporate Secretary

Approved by the City Council of the City of Norman this ____ day of _____, 2010.

CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

By: _____
Cindy S. Rosenthal, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 17 day of June, 2010.



City Attorney

