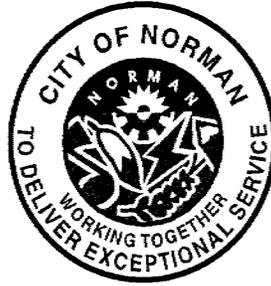


City of Norman, OK

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



Meeting Agenda

Tuesday, March 8, 2011

6:30 PM

Municipal Building Council Chambers

City Council

*Mayor Cindy Rosenthal
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*

*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***Consent Docket*

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 18 be placed on the consent docket.

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

ACTION TAKEN:

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

ACTION TAKEN:

4 **GID-1011-12** CONSIDERATION OF APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT
COMMITTEE MINUTES OF FEBRUARY 11, 2011
CITY COUNCIL FINANCE COMMITTEE MINUTES OF FEBRUARY
16, 2011
CITY COUNCIL BUDGET RETREAT MINUTES OF FEBRUARY 17,
2011
CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 22, 2011
CITY COUNCIL MINUTES OF FEBRUARY 22, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF FEBRUARY 22,
2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF FEBRUARY 22,
2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF
FEBRUARY 22, 2011

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

ACTION TAKEN: _____

Attachments: February 11 PCDC Minutes
 February 16 Finance Committee minutes
 February 17 Budget Retreat Minutes
 February 22 Conference Minutes
 February 22 CC Minutes

- 5 O-1011-41 CONSIDERATION OF ORDINANCE NO. O-1011-41 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE LOTS 1-10, BLOCK 3; LOTS 1-9, BLOCK 4; LOTS 1-10, BLOCK 5; AND LOT 1, BLOCK 6, PRESIDENTIAL NO. 4 ADDITION, AND ALL OF LOTS 1-13, BLOCK 1, AND LOTS 1-6, BLOCK 2, PRESIDENTIAL NO. 3 ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT, AND REMOVE THE SAME FROM THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1801 JEFFERSON COURT AND 2681 JEFFERSON DRIVE)

ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1011-41 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1011-41 Jefferson
 Jefferson Street Location
 Jefferson Street Rezone Staff Report
 2-10-11 Jefferson Street Minutes

- 6 O-1011-42 CONSIDERATION OF ORDINANCE NO. O-1011-42 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND PART IN THE PUD, PLANNED UNIT DEVELOPMENT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.)

ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1011-42 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1011-42 Foxworth
 Foxworth Location
 Foxworth Rezoning Staff Report
 Foxworth PUD Narrative
 Foxworth-Whispering Park
 2-10-11 Foxworth Minutes

- 7 **O-1011-43** CONSIDERATION OF ORDINANCE NO. O-1011-43 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W)

ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1011-43 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1011-43 Shaz
 Whispering Trails Location
 Staff Report O-1011-43
 Whispering Trails PUD Narrative
 Foxworth-Whispering Park
 2-10-11 Whispering Trails Minutes

- 8 K-1011-131 CONSIDERATION OF BID NO. 1011-54; CONTRACT NO. K-1011-131 WITH STANDARD ROOFING COMPANY, INC., IN THE AMOUNT OF \$380,694; PERFORMANCE BOND NO. B-1011-65; STATUTORY BOND NO. B-1011-66; MAINTENANCE BOND NO. MB-1011-74; AND RESOLUTION NO. R-1011-99 FOR THE ROOF REPLACEMENT PROJECT FOR THE SENIOR CITIZEN CENTER, FIRE STATION NO. FOUR, NORTH AND SOUTH DIGESTER CONTROL BUILDINGS AT THE WASTEWATER TREATMENT PLANT, AND THE WESTWOOD MAINTENANCE AND POOL BUILDINGS AND BUDGET TRANSFER.

ACTION NEEDED: Acting as the City Council and the Norman Utilities Authority, motion to approve or reject all bids meeting specifications; and, if approved, award the bid in the amount of \$380,694 to Standard Roofing Company, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-1011-131 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; adopt Resolution No. R-1011-99; and transfer funds in the amount of \$1,888 from Project No. WW0039, WWTP Environmental Building Foundation, Construction (032-9911-432.61-01) to WW0059, WWTP North and South Digester Control Room Roof Replacement, Construction (032-9677-432.61-01).

ACTION TAKEN: _____

Attachments: Bid tab Senior Ctr, Fire 4, WWTP, Westwood.pdf
 Project Agent - Roofs.pdf
 Contract K-1011-131
 Performance B-0111-65
 Statutory B-1011-66
 MB-1011-74
 PR Standard Roofing

- 9 **GID-1011-11** CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF SIX (6) RUGGEDIZED NOTEBOOK COMPUTERS FROM CDW-G IN THE AMOUNT OF \$26,712.72 FOR THE POLICE DEPARTMENT.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of six (6) ruggedized notebook computers in the amount of \$26,712.72 from CDW-G for the Police Department.

ACTION TAKEN: _____

Attachments: CDW-G Quote
 Purchase Requisition - Panasonic Toughbooks

- 10 **SC-1011-6**

SPECIAL CLAIM NO. 1011-5: A CLAIM IN THE AMOUNT OF \$3,851.35 FROM CMR CLAIMS MANAGEMENT RESOURCES ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY FOR DAMAGES INCURRED TO A UTILITY POLE LOCATED AT 668 EAST LINDSEY STREET BY A STREET MAINTENANCE DIVISION EMPLOYEE.

ACTION NEEDED: Motion to accept or reject Special Claim No. 1011-5; and, if approved, direct payment in the amount of \$3,851.35 contingent upon obtaining a Release and Covenant Not to Sue from CMR Claims Management Resources on behalf of Oklahoma Gas and Electric Company.

ACTION TAKEN: _____

Attachments: City Clerk Memo
 OG&E Tort Claim
 Special Claim and Invoice

- 13 **K-0708-113** AMENDMENT NO. THREE TO CONTRACT NO. K-0708-113: BY AND
 Amend #3 BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE OKLAHOMA
 CONSERVATION COMMISSION, AND WATERSHED RESTORATION
 INC., EXTENDING THE CONTRACT UNTIL SEPTEMBER 30, 2011,
 FOR THE BROOKHAVEN CREEK IMPROVEMENT PROJECT.

ACTION TAKEN: Motion to approve or reject Amendment No. Three to Contract No. K-0708-113 with the Oklahoma Conservation Commission and Watershed Restoration, Inc., extending the contract until September 30, 2011; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Amendment #3 to K-0708-113
 Brookhaven Creek Imp Proj Vicinity Map

- 14 **K-1011-59** CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT
 Final OF CONTRACT NO. K-1011-59 BY AND BETWEEN THE CITY OF
 NORMAN, OKLAHOMA, AND STANDARD ROOFING COMPANY,
 INC., FOR THE FIRE ADMINISTRATION AND FIRE STATION
 NO. ONE ROOF REPLACEMENT PROJECT.

ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$145,349.00 to Standard Roofing Company, Inc.

ACTION TAKEN: _____

Attachments: Invoice Standard Roofing
 PO Standard Roofing

- 15 K-1011-137 CONTRACT NO. K-1011-137: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PSC D/B/A CHEMICAL RECLAMATION SERVICES IN THE AMOUNT OF \$75,000 TO PROVIDE A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT TO BE HELD APRIL 9, 2011 AT THE LLOYD NOBLE CENTER PARKING LOT.

ACTION TAKEN: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1011-137 with PSC d/b/a Chemical Reclamation Services in the amount of \$75,000 and Performance Bond No. B-1011-74; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: K-1011-137
 B-1011-74
 HHW Requisition

- 16 K-1011-143 CONTRACT NO. K-1011-143: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND BARBARA MELTON FOR THE OPERATION OF THE WESTWOOD SWIM COMPLEX CONCESSION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to approve or reject Contract No. K-1011-143 with Barbara Melton; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Proposal Letter Westwood Concession
 K-1011-142 Westwood Concession

- 17 K-1011-145 CONTRACT NO. K-1011-145: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF LINDSEY STREET FROM LINCOLN AVENUE EAST TO THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD TRACKS AND ADOPTION OF RESOLUTION NO. R-1011-95.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-145 with the Oklahoma Department of Transportation; and, if approved, adopt Resolution No. R-1011-95, authorize execution of the contract and resolution, and direct payment in the amount of \$580,000 to the ODOT for the City's share of the project.

ACTION TAKEN: _____

Attachments: K-1011-145
 R-1011-95 ODOT
 location map -ProjectExtents LindseyWidening
 Requisition - Lindsey Street Widening

- 18 K-1011-148 CONTRACT NO. K-1011-148: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., IN THE AMOUNT OF \$397,800 TO PROVIDE PRELIMINARY ENGINEERING DESIGN SERVICES FOR THE PHASE 2 WASTEWATER TREATMENT PLANT EXPANSION PROJECT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1011-148 with Garver, L.L.C., in the amount of \$397,800; and, if approved, authorize the execution thereof.

ACTION NEEDED: _____

Attachments: K-1011-148
 Requisition 183118

Non-Consent Items

- 19 **TMP-127** CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(2) TO DISCUSS NEGOTIATIONS CONCERNING EMPLOYEES AND REPRESENTATIVES OF EMPLOYEE GROUPS AND AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(4) TO DISCUSS CONFIDENTIAL COMMUNICATIONS BETWEEN A PUBLIC BODY AND ITS ATTORNEY CONCERNING A PENDING INVESTIGATION, CLAIM OR ACTION IF THE PUBLIC BODY, WITH THE ADVICE OF ITS ATTORNEY, DETERMINES THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE PUBLIC BODY TO PROCESS THE CLAIM OR CONDUCT AN IMPENDING INVESTIGATION, LITIGATION OR PROCEEDING IN THE PUBLIC INTEREST REGARDING CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L, CITY OF NORMAN VS. THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2067.

ACTION NEEDED: Motion to adjourn out of the Council meeting and convene into an Executive Session in order to discuss negotiations concerning employees and representatives of employee groups and Cleveland County District Court Case No. CV-2011-48-L, City of Norman vs. the International Association of Fire Fighters, Local 2067.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adjourn out of Executive Session and reconvene the Council Meeting.

ACTION TAKEN: _____

- 20 TMP-126 REGARDING A SPECIAL ELECTION TO DETERMINE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORMAN AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067 FOR THE TIME PERIOD OF JULY 1, 2010, TO JUNE 30, 2011, AS PROVIDED BY TITLE 11, OKLAHOMA STATUTES, SECTION 51-110, CONSIDERATION OF A MOTION TO MOVE FORWARD WITH NOTIFICATION TO THE CLEVELAND COUNTY ELECTION BOARD AFTER RECEIPT OF THE CLEVELAND COUNTY DISTRICT COURT'S RULING REGARDING BALLOT LANGUAGE IN CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L; OR IN THE ALTERNATIVE, TO APPEAL THE DECISION OF THE CLEVELAND COUNTY DISTRICT COURT REGARDING DETERMINATION OF THE BALLOT LANGUAGE IN CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L; AND/OR IN THE ALTERNATIVE, TO MODIFY RESOLUTION NO. R-1011-69 TO NOTIFY THE CLEVELAND COUNTY ELECTION BOARD NO LATER THAN APRIL 15, 2011, OF A JUNE 14, 2011, CITY WIDE ELECTION AND PROVIDE NEWSPAPER PUBLICATION NO LATER THAN JUNE 3, 2011.

ACTION NEEDED:

Option 1. Motion to move forward with notification of the Cleveland County Election Board after receipt of the Cleveland County District Court's ruling regarding ballot language in Case No. CV-2011-48-L for a May 10, 2011, City wide election.

or

Option 2. Motion to appeal the decision of the Cleveland County District Court regarding determination of the ballot language and to modify Resolution No. R-1011-69 to notify the Cleveland County Election Board no later than April 15, 2011, of a June 14, 2011, city wide election and provide newspaper publication no later than June 3, 2011.

or

Option 3. Motion to modify Resolution No. R-1011-69 to notify the Cleveland County Election Board no later than April 15, 2011, of a June 14, 2011, City wide election and provide newspaper publication no later than June 3, 2011.

ACTION TAKEN: _____

Attachments: [Memo IAFF](#)
[R-1011-69](#)
[Resolution calling Election annotated.pdf](#)
[Resolution calling Election amended.pdf](#)

21 Miscellaneous Discussion

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

22 Adjournment



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 4

Text File Number: GID-1011-12

Introduced: 2/24/2011 by Brenda Hall, City Clerk

Current Status: Consent Item

Version: 1

Matter Type: Minutes

Title

CONSIDERATION OF APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE
MINUTES OF FEBRUARY 11, 2011

CITY COUNCIL FINANCE COMMITTEE MINUTES OF FEBRUARY 16, 2011

CITY COUNCIL BUDGET RETREAT MINUTES OF FEBRUARY 17, 2011

CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 22, 2011

CITY COUNCIL MINUTES OF FEBRUARY 22, 2011

NORMAN UTILITIES AUTHORITY MINUTES OF FEBRUARY 22, 2011

NORMAN MUNICIPAL AUTHORITY MINUTES OF FEBRUARY 22, 2011

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF FEBRUARY 22,
2011

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

ACTION TAKEN: _____

CITY COUNCIL
PLANNING AND COMMUNITY DEVELOPMENT
COMMITTEE MINUTES
February 11, 2011

The City Council Planning and Community Development Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 8:02 a.m. in the Conference Room on the 11th day of February, 2011, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Atkins, Cubberley, Griffith, and
Chairman Butler

ABSENT: None

OTHERS PRESENT: Mayor Cindy Rosenthal
Councilmember Carol Dillingham
Councilmember Dan Quinn
Mr. Jeff Bryant, City Attorney
Ms. Susan Connors, Planning and Community
Development Director
Mr. Ken Danner, Development Manager
Mr. Bob Hanger, Storm Water Engineer
Mr. Doug Koscinski, Current Planning Manager
Mr. Steve Lewis, City Manager
Mr. Shawn O’Leary, Director of Public Works
Ms. Kathryn Walker, Assistant City Attorney
Mr. Tom Knotts, Planning Commission Liaison
Ms. Robin Allen, Chamber of Commerce Interim Director
Mr. Harold Heiple, Attorney for Norman Developers Council
Mr. Sean Rieger, Attorney for Builders Association of South
Central Oklahoma
Mr. Tom Sherman, Chamber of Commerce Officer
Ms. Karla Chapman, Administrative Technician

STATUS UPDATE ON THE STORM WATER MASTER PLAN IMPLEMENTATION PLAN.

Mr. Shawn O’Leary, Director of Public Works, said a great deal of work has been accomplished since Council adopted the Storm Water Master Plan (SWMP) Action Plan on November 10, 2009. He said Staff developed a 20 year implementation plan with the 30 “key” recommendations dealing with storm water improvements to storm water quality. He said Staff then took each recommendation and set out milestones, gave a description and category, responsible party and/or Staff leader, and status for each.

Mr. O’Leary said the SWMP Task Force consists of 12 citizens representing all aspects of the community and storm water interest groups, as well as Planning and Park Board Commissioners, City Developers, and Oklahoma University (OU) representatives. He said Staff and the SWMP Task Force knew one of the more controversial and challenging issues of the SWMP was the concept of stream planning corridors and the Water Quality Protection Zone (WQPZ) has been the main focus.

Mr. O’Leary said Staff researched other cities in Oklahoma and across the country, as well as the model Environmental Protection Agency (EPA) ordinances in order to develop an ordinance to “fit” Norman. He said Staff prepared two ordinances, the first draft WQPZ Overlay District (WQPZOD) would be an amendment to the Zoning Ordinance Regulations and create an overlay district having boundaries that would *only* apply to the Lake Thunderbird Water Shed. The SWMP Task Force felt the City’s primary goal should be to protect Lake Thunderbird – Norman’s drinking water supply. He said the City must also comply with storm water quality

requirements to include the Municipal Separate Storm Sewer System (MS4) Program, Canadian River and Bishop Creek Bacteria Total Maximum Daily Load (TMDL), and the future Oklahoma Department of Environmental Quality (ODEQ) Lake Thunderbird Watershed Plan. Mr. O'Leary said the WQPZOD would not include Brookhaven Creek, Imhoff Creek, Ten Mile Creek, or Bishop Creek and would not be retro-active for existing developments. The second draft WQPZ ordinance would be an amendment to the Subdivision Regulations and the flooding and drainage goals include providing public safety, protect public and private property, and integrate recreational opportunities.

The SWMP Task Force is scheduled to meet later today to review the SWMP Action Plan and draft WQPZ ordinances. Mr. O'Leary highlighted the proposed process and schedule for final approval of the WQPZ ordinance(s) is as follows:

- ❖ March 8, 2011 – City Council Study Session
- ❖ March 14, 2011 – Public Forum
- ❖ March 15, 2011 – SWMP Sub-Committee
- ❖ March 25, 2011 – SWMP Task Force
- ❖ April 14, 2011 – Planning Commission
- ❖ May 10, 2011 – City Council

A key point of the SWMP is the concept of stream planning corridors, or Full-Build Out Floodplain (FBF). Post, Buckley, Schuh, and Jernigan, Inc., (PBS&J) developed a set of *local* floodplain maps that surpass the Federal Emergency Management Agency (FEMA) floodplain maps. Mr. O'Leary said the City's current floodplain maps were developed and adopted in 1970 and the FEMA floodplain maps are based on existing conditions. The *local* floodplain maps are based on future FBF conditions. FBF, or stream planning corridor, was the basis of the maps developed in the SWMP.

Mr. O'Leary said the Water Quality Protection Zone (WQPZ) is the FBF with a buffer and the concept of WQPZ is promoted in all of the researched model ordinances around the country. He said the Summit Valley Addition, located on Highway 9 East in Norman and developed by Don Cies, is a fascinating example of a WQPZ. He said Staff compared the FEMA Floodplain maps, the FBF maps, and the floodplain maps developed by Clour Engineering for Summit Valley Addition. Mr. O'Leary said it was very interesting to see how close all the floodplain maps harmonized with one another and stated Staff did not even know the WQPZ terminology eight – ten years ago when Summit Valley Addition was developed, yet it is a wonderful example of a WQPZ the ordinance is proposing.

In order to provide flexibility, Mr. O'Leary said developers will have three (3) options to choose from as they decide to map the WQPZ in their proposed developments. 1) Use the FEMA floodplain map, if available/exists for the proposed area, plus 100 feet; 2) Use the United States Geological Survey (USGS) "Blue Line" map, plus 100 feet *either* side of the "Blue Line"; or 3) Use the City's developed FBF maps. Staff currently requires U.S. Army Corps of Engineers 404 Permits on all developments that touch the "Blue Line" streams as shown on the USGS Quadrangle maps and currently requires development to provide erosion protection per the ODEQ Phase II Permit. Mr. O'Leary said Staff is very comfortable with the developed FBF maps, but should a developer(s) feel the FBF maps are not accurate, they can choose to use the FEMA or USGS maps instead. He said the 100 feet dimensions may get tweaked as the process moves forward and variances/variations have been included in the proposed WQPZ ordinances. He said variances can be requested in the Zoning Ordinance and would go before the Board of Adjustment.

Mr. O'Leary said some interesting variations have been developed for the subdivision regulations. Staff will introduce the concept of buffer averaging, allowing developers to take a larger buffer in one area and use a smaller buffer in another area, i.e., downstream, upstream, etc., as long as the total buffer is the same. He said developers will be asked to meet the "spirit of the ordinance" but there are opportunities for variations and developers can use different design mechanisms in order to accomplish the WQPZ goal.

Mayor Rosenthal asked Staff to speak about the density shifting provision and Ms. Kathryn Walker, Assistant City Attorney, said the proposed WQPZOD ordinance includes a provision allowing for transfer of permitted development density, i.e., if a parcel/lot is totally located in a WQPZ, the City will allow some transfer of density to permit the developer to make up for the lost parcel/lot. Mr. O'Leary said the term "clustering" is already utilized in

the current zoning ordinance and is used to cluster developments, leaving other open areas within the development. He said there are many other elements to the proposed WQPZ ordinances, but today's update only references the highpoints. Mr. O'Leary felt the proposed ordinances may need modification but they are very unique to Norman and were developed with the help of many people, i.e., Staff, interest groups, SWMP Sub-Committee and Task Force, etc. Mayor Rosenthal asked if the proposed ordinances required trails and Staff replied in the negative.

Councilmember Butler asked how the Floodplain Ordinance adopted several years ago (O-0607-39) would correspond with the proposed WQPZ ordinances and Mr. O'Leary said the Floodplain Ordinance coincides with the FEMA Floodplain maps and will continue to be used in the same fashion. He said the Floodplain Ordinance and the proposed WQPZ ordinances are similar in many respects as both deal with flood control and reduce flooding, but the proposed WQPZ ordinances are much more focused on the water quality aspect.

Mr. O'Leary said to date the majority of work done in SWMP Action Plan has been developing the WQPZ ordinances but Staff continues to do good work on other action items. He said in the spring, Norman will meet with the Cities of Moore and Oklahoma City to compare storm water regulations, establish Minimum Control Measures (MCM) for EPA compliance, and develop Memorandums of Understanding (MOU). He said a large part of the Lake Thunderbird Water Shed is located in Moore, Oklahoma City, and Cleveland County and even with Norman's best effort, the ultimate goal of the Lake Thunderbird water quality will not be met unless Moore and Oklahoma City agree to the same water quality conditions. Staff will also meet with Oklahoma Department of Environmental Quality, Oklahoma Water Resources Board, and Central Oklahoma Master Conservancy District, in the Spring 2011, to discuss the extent of pollution for Bishop Creek, and continue dialog as for continuing efforts in being consistent with the water quality regulations and interest in the region.

Mayor Rosenthal asked for a status update on ODEQ's TMDL study for Lake Thunderbird Water Shed. Mr. O'Leary felt ODEQ is a little behind schedule because they have not issued Norman a Phase II Storm Water Permit (Phase II Permit) – which is a requirement and/or regulation a city must follow for five year period. He said Norman's initial Storm Water Permit (SWP) expired December 2010, and the projected issue date for the Phase II Permit is May or June 2011. He said ODEQ has been assessing the initial SWP information and he felt one issue holding up the issuance of the Phase II permit is ODEQ is still processing TMDL data. ODEQ has evaluated Norman as doing very well in comparison to other cities in the state, but the theory is the Phase II Permit will probably have a "new" set of regulations and be more stringent than the first SWP. Councilmember Butler asked how specific ODEQ will be with the new regulations and Mr. O'Leary said the regulations are based on best management practices but the goal is to have as specific standards as possible for each city's water shed. Therefore, the Phase II Permit for Norman may look very different than the Phase II Permit for the City of Lawton, City of Oklahoma City, etc.

Councilmember Cubberley asked Staff if ODEQ will begin concentrating on the water quality of the Canadian River in the future and Mr. O'Leary said ODEQ is already regulating storm water/water quality for the Canadian River through the Norman Utilities Department. He said the Phase II Permit will be for all Norman water sheds, not just Lake Thunderbird, and requires Norman to use best management practices throughout the city which ultimately assists with the water quality for the Canadian River. He said Staff is aware of pollution issues in Bishop Creek which discharges to the Canadian River and felt interest would focus more on the Canadian River in the future, but will probably not be addressed a great deal in the Phase II Permit. Just as Lake Thunderbird is Norman's domestic water supply, the Canadian River is a domestic water supply for many other cities and/or towns.

Mr. O'Leary said the Finance Department met with Staff on September 13, 2010, to determine current status of a strategic work plan for Storm Water Utility, i.e., administration and billing process, and Mr. Anthony Francisco, Finance Director, felt this would be very easy to accomplish. A Storm Water Utility (SWU) fee election is expected to occur in late 2011 or early 2012, and, if and when, the SWU fee election passes, Staff will establish a master account file, determine key billing logistics, and provide web-based account information. Some issues to be resolved include deciding whether a renter or the owner pays the storm water utility fee, how disputes will be handled, and Council discussion for a tier system billing.

The next step would be a strategic work plan for a General Obligation (GO) Bond and pending Council direction, Staff would begin working on a GO Bond, i.e., establish bond issue language, determine the amount (\$30 million, \$38.5 million, or \$40 million), and forecast debt service. The City's Geographic Information System (GIS) has already incorporated digital/reference data for the SWMP into the City's GIS, i.e., geo references field photo locations and developed a GIS Map Overlay System.

Mr. O'Leary said the Street Division is inspecting and monitoring stream erosion and is approximately 75% complete. A detention/retention inspection form has been developed and stream photos will be updated in Spring 2011. A public outreach campaign will be accomplished immediately before the SWU fee election to include forming a Citizen Committee and public education. Mr. O'Leary said Staff continues to develop a Staff Team from multiple City departments and hired Mr. Bob Hanger for the Storm Water Engineer position. He said an inventory and inspection of City-owned dams has been performed.

Mayor Rosenthal said it would be helpful to have all the Storm Water related expenses identified in the budget and Mr. Steve Lewis, City Manager, said Staff will do so for the proposed 2012 budget. Mr. O'Leary said last year's budget reflected the Street Division and Storm Water Division as separate line items and future budgets will be more detailed to show the Storm Water related expenses.

Ms. Susan Connors, Planning and Community Development Director, provided a brief update on the 2009 Greenway Master Plan (GMP) Action Plan, which is Item 31 of the SWMP Action Plan and said the Greenbelt Commission (GC) has put together a sub-committee to continue working on the GMP. She said the sub-committee met in January 2011, and discussed having an appendix detailing the different stream corridors. She said the GMP will have the principles of the plan and ideas how to achieve a greenbelt system and an appendix will include the specifics of how each stream corridor can be achieved individually. Council could adopt the GMP as an overall principle document while the appendix could be a separate implementation technique to the GMP and could be amended as needed. She felt this would move the process forward in a more methodic manner instead of worrying about issues with the various Norman creeks/stream corridors. Ms. Connors said the sub-committee is scheduled to meet February 15, 2011, and the GC will meet February 21, 2011, to discuss and finalize the proposed GMP Action Plan and appendix before bringing back to Council.

The GC officially began using the GB Enhancement Statement review in December 2010 and Staff prepared reports to focus and understand all the information.

Items submitted for record

1. Storm Water Master Plan (SWMP) Task Force Meeting Agenda, dated Friday, February 11, 2011
2. Draft Ordinance to Provide for Standards and Requirements for a Designated Water Quality Protection Zone Inclusive of the Lake Thunderbird Watershed, Section 19, of the Code of the City of Norman
3. Draft Ordinance for Water Quality Protection Zoning Overlay District, Section 429.7, of Chapter 22, of the Code of the City of Norman
4. February 11, 2011, Status Report/SWMP Action Plan (by milestone)
5. City of Norman, Storm Water Master Plan Recommendations and Implementation Plan submitted by Post, Buckley, Schuh, and Jernigan, Inc.

The meeting adjourned at 8:56 a.m.

City Clerk

Mayor

FINANCE COMMITTEE MINUTES

February 16, 2011

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met immediately after the Council Study Session scheduled at 5:30 p.m. in the Municipal Building Study Session Room on the 16th day of February, 2011, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Members Dillingham, Quinn, and Chair Cubberley

ABSENT: Member Ezzell

OTHERS PRESENT: Cindy Rosenthal, Mayor
Al Atkins, Council Member
Jim Griffith, Council Member
Steve Lewis, City Manager
Anthony Francisco, Finance Director
Suzanne Krohmer, Budget Manager
Jennifer Heavner Baker, Executive Director, Sooner Theatre
Nicki Kraisky, Business Manager, Sooner Theatre
Charles Hollingsworth, Co-Chair, 89er Day Parade
Teresa Capps, Social & Voluntary Services
Carol Coles, Administrative Assistant
Rick Fry, Executive director, Performing Arts Studio
Ellen Conner, Executive Director, Aging Services, Inc., Kiwanis Kruiser
Vernon Maddux, President, Cleveland County Historical Society
Mark Williams, President-elect, Cleveland County Historical Society
Erin Smith, Assistant Curator, Cleveland County Historical Society
Katie Fitzgerald, Executive Director, CCFI
Douglas Shaw Elder, Executive Director, Firehouse Art Center
Roger Gallagher, Citizen

DISCUSSION REGARDING PRESENTATIONS FROM THE FOLLOWING OUTSIDE AGENCIES FUND REQUESTS FOR FYE 2012

Chair Cubberley welcomed the representatives from the eight outside agencies making presentation and requesting funding assistance in the fiscal year 2011-2012 (FYE 12) Budget. He reminded the people that this is a very tight budget year and FYE 12 will be also. There may be cuts to the agencies' request again in FYE 2012.

Sooner Theatre

Jennifer Heavner Baker, Executive Director, presented and reviewed submitted report. Sooner Theatre is requesting \$65,274 for FYE 2012.

Items submitted for the record

1. The Sooner Theatre of Norman, Inc. Financial Report dated February 8, 2011

Great American West / 89er Day Parade

Charles Hollingsworth, Co-Chair, 89er Day Parade presented and reviewed report. Parade Committee is requesting \$5,000 contribution for FYE 2012.

Items submitted for the record

1. Letter to Mayor Rosenthal from Charles Hollingsworth, Co-Chair, dated February 16, 2011

Social & Voluntary Services Council

Teresa Capps presented and reviewed report. Social & Voluntary Services requesting \$112,500 for FYE 2012. The Social & Voluntary Services council heard from 29 agencies requesting funding and funded 26. They also implemented the one-stop crisis center in the Food & Shelter for Friends program.

Items submitted for the record

1. Memo to Finance Committee from Teresa Capps, Commission Chair, Social & Voluntary Services dated January 28, 2011

Performing Arts Studio

Rick Fry, Executive Director, presented and reviewed report. Performing Arts Studio is requesting \$3,000 for FYE 2012.

Items submitted for the record

- 1 Report to Finance Committee from Rick Fry, Executive Director, Performing Arts Studio dated February 16, 2011

Aging Services, Inc (Kiwanis Kruiser)

Kathleen Wilson, Executive Director, presented for Aging Services and reviewed report. Aging Services is requesting \$7,500 for FYE 2012. City also provides maintenance and fuel for van. This van is used to take senior citizens to doctor appointments, grocery shopping, etc.

Items submitted for the record

1. FY10 Annual Report from Kathleen Wilson, Executive Director, Aging Services, Inc., dated February 8, 2011

Cleveland County Historical Society

Vernon Maddux, President, presented and reviewed the report. The Society is requesting \$35,000 for FYE 2012. An intern has been hired and the full-time position of Director has been cut. Painting and remodeling has been completed. They are also requesting a wheelchair ramp be constructed at the Carriage House for restroom accessibility.

Items submitted for the record

1. Cleveland County Historical Society Annual Report dated February 16, 2011

Center for Children and Families (CCFI)

Katie Fitzgerald, Executive Director, presented and reviewed report. CCFI is requesting \$80,000 for FYE 2012. Medicare and Medicaid are being billed for services of people currently in those programs that are being serviced.

Items submitted for the record

1. Letter from Katie Fitzgerald, Executive Director, Center for Children & Families, Inc. to Brenda Hall, City Clerk, dated February 10, 2011 with accompanying financial report

Firehouse Art Center, Inc.

Douglas Shaw Elder, Executive Director, presented and reviewed report. Firehouse Art Center is requesting \$54,000 for FYE 2012.

Items submitted for the record

1. Firehouse Art Center 2011 Annual Report and Financial Statement

Chair Cubberley asked Steve Lewis to share handouts regarding City financial help for outside agencies, some funding only and others in City owned facilities with utilities paid. Suzanne Krohmer reviewed with Committee.

Items submitted for the record

1. Outside Agency Requests (2) prepared by Finance Department

Committee will discuss outside agency funding and priority of services.

DISCUSSION REGARDING REVENUE/EXPENDITURE REPORT

No discussion on report.

Items submitted for the record

1. Summary of Major Funds-General; Capital; Westwood; Water; Wastewater; Sewer Maintenance; New Development Excise; Sewer Sales Tax; and Sanitation Fund Revenue Sources vs. Budget, Financial Report dated January 31, 2011

DISCUSSION REGARDING REPORT ON OPEN POSITIONS

No discussion on report.

Items submitted for the record

1. City of Norman/Human Resources Department Recruitment and Selection Report dated February 10, 2011

The meeting adjourned at 6:58 p.m.

ATTEST:

City Clerk

Mayor

COUNCIL BUDGET RETREAT

February 17, 2011

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a budget retreat at 5:30 p.m. in the Municipal Building Conference Room on the 17th day of February, 2011, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Atkins, Butler, Cubberley, Dillingham, Griffith, Kovach, Quinn, Mayor Rosenthal

ABSENT: Councilmember Ezzell

DISCUSSION REGARDING THE FYE 2012 CAPITAL BUDGET.

Ms. Linda Price, Revitalization Manager, said there had been a 0% increase assumption in the FYE 2011 Capital Budget and, that projection has been adjusted to 4.545% with a 4.64% assumption in FYE 2012 and a 4.25% assumption in FYE 2013 thru FYE 2016. She said there had also been project assumptions as follows:

- Decrease street rehabilitation by using General Obligation Bond (GOB) 2005 funds in FYE 2011
- Decrease asphalt street rehabilitation by using GOB 2005 funds and Association of Central Oklahoma Governments (ACOG) funds in FYE 2012
- Postpone recreation center interior renovation
- Postpone 24th Avenue S.E. – Lindsey to Alameda widening project
- Postpone fire apparatus/equipment storage building
- Delete funds for one year for traffic calming; miscellaneous drainage maintenance projects; drainage construction projects; and greenbelt acquisition projects

Councilmember Quinn asked if there was money left in FYE 2011 Budget for traffic calming and Mr. Shawn O'Leary, Director of Public Works, said very little, due to remaining funds being used to purchase permanent speed feedback signs. Mr. O'Leary said Staff will continue to accept applications from citizens, working with neighborhoods, and continue speed studies, but will not implement projects until funds become available. Mayor Rosenthal asked what the length of the study period would be for the permanent feedback signs before Staff would know how effective they are and Mr. Angelo Lombardo, Traffic Engineer, said approximately one year.

Mayor Rosenthal asked what funds remained in the Greenbelt Acquisition Fund and Ms. Suzanne Krohmer, Budget Manager, said \$350,000.

Councilmember Kovach asked where the Fire Apparatus/Equipment Storage Building was to be located and Mr. James Fullingim, Fire Chief, said at Fire Station No. 7 Training Center. He said the purpose of the building is to store all specialty equipment and assorted apparatus in a central location. He said, currently, storage is tight and some equipment is stored outdoors, and while the building is needed it is not an immediate need.

Ms. Price highlighted project cost increases:

- \$35,000 for the bridge on Main Street west of 36th Avenue
- \$378,400 for the replacement bridge on Franklin Road one half mile west of 12th Avenue N.W.
- \$255,000 for the Compressed Natural Gas (CNG) Facility costs
- \$152,100 for the Porter Avenue gap paving construction from Rock Creek Road to Tecumseh Road

Mayor Rosenthal asked what the grant amount was for the CNG Facility and Mr. O'Leary said construction costs are estimated at \$1.6 million and the grant is \$1.1 million. Councilmember Cubberley asked what the \$35,000 for the bridge on Main Street would be used for and Mr. O'Leary said there is a need for downstream improvements for Brookhaven Creek that was not in the original scope of work. He said that would be the City's share after grant funds.

Ms. Price said Staff is proposing new projects as follows:

▪ Fire Station #6 restoration and repairs	\$20,000
▪ Senior Citizen Center elevator compliance upgrade	\$10,000
▪ Westwood Tennis Center HVAC replacement and upgrade	\$ 6,000
▪ Police communications UPS replacement and upgrade	\$78,750
▪ Police Shooting Range wall repair	\$12,000
▪ Fleet Maintenance backup generator	\$35,000
▪ Kennedy Safe Routes to School match	\$37,500
▪ Legacy Trail Multi-Modal Path extension	\$70,000
▪ Roadway lighting on Jenkins Avenue, State Highway 9, and Constitution Avenue	\$10,000
▪ Little Axe Center improvements	\$60,000
▪ Trail replacement in Hall Park greenbelt	\$80,000
▪ Transportation Master Plan Scoping Survey	\$30,000

Ms. Price said although the Legacy Trail Multi-Modal Path extension will cost \$70,000, the City will receive a reimbursable grant in the amount of \$56,000. Mayor Rosenthal asked if that grant was an enhancement grant and if the City has been notified the grant has been approved and Ms. Price said yes, it is a Transportation Enhancement Grant and Mr. O'Leary said the City has not been notified of its approval, but expects to receive notification in May.

Ms. Price said \$10,000 for the roadway lighting on Jenkins and Constitution is the City's share and Mr. Angelo Lombardo, Traffic Engineer, said the City is partnering with the University of Oklahoma (OU) for the project. Mr. O'Leary said the \$10,000 will pay the City's half of the engineering fees and OU will pay the other half. Councilmembers asked if the lights would be LED and Mr. O'Leary said that is the direction Staff is headed.

Councilmember Kovach asked Mr. O'Leary to explain what the scoping survey would do as opposed to the master plan and Mr. O'Leary said it will establish what Norman wants for a Transportation Master Plan as opposed to any other master plan in any other city. He said Staff already has a lot of information that could be incorporated into the scope, which will save money. Councilmember Kovach asked how much the master plan would cost and Mr. O'Leary said anywhere from \$250,000 to \$500,000 depending on the scope of the program.

Ms. Price presented options that consist of large projects that are hard to fit into the capital budget because of revenue. She said the following five projects have potential for General Obligation Bond funding:

- 24th Avenue east from Lindsey to Robinson
- 36th Avenue N.W. from Tecumseh to Franklin
- Cedar Lane from 12th Avenue S.E. to Classen
- Franklin bridge - 1/2 mile west of 12th Avenue N.W.
- Main Street bridge - 1/2 mile west of 36th

Ms. Price said the projects would be supplemented with federal funds and recoupment fees in excess of 50% of the total project cost. She said the projects would allow the City to move faster on other transportation projects and allow for construction of \$31 million worth of projects for \$15 million. She said these are projects that Staff

believe have a lot of merit and asked Council for input. Mayor Rosenthal asked what bonded indebtedness would retire in the next year that would position the City to continue indebtedness and not increase ad valorem taxes. Mr. Anthony Francisco, City Attorney, said there is a large bond maturing in December 2012, but it is backed by sales tax. Councilmember Cubberley asked what the debt service was on that bond and Mr. Francisco said around \$250,000 per year. Councilmember Cubberley, said projecting that forward, how much in bond indebtedness would \$250,000 support in a new bond issue. Mr. Francisco said the original base was \$4.3 million so it would be a little less than that. Mayor Rosenthal said, on ad valorem, what would \$5 million in indebtedness equate to and Mr. Francisco said approximately \$1.00 per month pays for about \$10 million worth of projects. He said the proposal discussed tonight would cost approximately \$1.30 per month for a \$100,000 home on a 20 year note. Councilmember Cubberley said bonds are a way to progress those corridors that are higher traveled corridors and address needs. Councilmember Kovach said traffic was the number one complaint in the Citizen Survey so anything to expedite those projects would be favored. Mayor Rosenthal felt this would be something to think about at the 2012 Municipal Election so there would be time to add or substitute projects.

Mayor Rosenthal said the I-35 Project will rebuild the Lindsey Street Interchange and felt it would be incumbent upon Council to look at Lindsey Street because of the ability to compete for federal funds and to coincide the construction with I-35 improvements made sense. She said she would like to budget money for a stakeholder process that would bring people together to get a consensus on road improvements. She said Lindsey Street is critical to stormwater drainage issues and allows the City to compete for 80%-20% federal money. Councilmember Cubberley said the drainage plan for McGee and Lindsey would take the water towards the highway into the Canadian River so if the City constructs any drainage improvements to supplement road grade improvements, it should be done while street construction is ongoing. Mr. O'Leary agreed and said the City could get 80% funding for the drainage improvements if it was part of the transportation corridor as opposed to constructing separate drainage and transportation projects. Mayor Rosenthal said she would like Staff to submit a proposal of what is needed in the Capital Fund to get through this process. Councilmembers agreed that the projects should coincide.

Ms. Price highlighted the status of the Facility Maintenance Roof Projects. She said future projects remaining are repairs to the Little Axe Community Center; 12th Avenue Recreation Center; Whittier Recreation Center; Municipal Administration building; Animal Welfare building; Fire Station No. 7; Norman Depot; Fire Station No. 6; Sooner Theatre; Municipal Building A; Reaves Center; Little Axe Concession Stand; and Building B. She said there had been 19 buildings scheduled for Lighting Replacement Projects and 13 are complete and the Norman Public Library will be the largest project. Councilmember Cubberley asked if there was any way to track cost savings on electricity and Ms. Brenda Hall, City Clerk, said a 30% savings is projected and will be tracked. She said the City is also getting a rebate of approximately \$8 per fixture from Oklahoma Gas and Electric (OG&E).

Ms. Price also reviewed Heat and Air Handler Projects and Hot Water Heater Replacement Projects.

Councilmember Kovach asked if Staff ever reviewed the Unprogrammed Capital Improvements list to move those projects forward and Ms. Price said Staff will be purging and assessing those projects before Council is given a new Capital Budget draft.

Councilmember Butler said she did not find any capital projects for the Animal Welfare Facility and Ms. Price said Council had asked for that project to be shown beyond five years and that is why it is not in this presentation. Councilmember Butler asked Staff to place the Animal Welfare project into this Capital Budget if it is in the beyond five years category.

Councilmember Kovach asked that a sidewalk from Westbrooke Terrace to Highway 9 on McGee be added as a project.

Councilmember Kovach said he understood that bond money for the Robinson Street Underpass Project has to be used for that project and asked if there was Capital Fund money that has been used toward the project that could be reimbursed. Ms. Price said yes, capital money can be reimbursed on the same project. Mr. Francisco said money spent out of the Capital Fund on that project can be reimbursed with bond funds and free up the capital money for other projects. Councilmember Kovach said if the City paid extra money on the design of the bridge beatification and widening of the bridge for multi-modal transportation, would that be considered close enough to the Underpass Project to be used for that purpose and Mr. O'Leary said yes, because it is in the same corridor. Councilmember Kovach said if Council chose to sell some of the lots would the money go back into the Capital Fund and Mr. Francisco said that would depend on whether or not the lots were purchased with bond money. In that case, the money would have to be used on the bond project.

Councilmember Kovach asked if City work is done on a Tax Increment District (TIF) Project can the City charge that time to the TIF Fund and Mr. Francisco said yes, if work in the TIF was a City project funds could be transferred. Councilmember Kovach asked for an estimate of that dollar amount prior to the next budget meeting.

Councilmember Kovach asked if the Transportation Master Plan was in the Capital Improvement Projects Budget's Five Year Plan and Mr. Wayne Stenis, Planner II, said the scope of work was the only information in the budget at this time. Councilmember Kovach requested that be included in the Capital Budget. Councilmember Cubberley felt Staff would have a better idea of how large or small the transportation plan will be after having done some of the scoping and suggested waiting until they had a better idea.

Councilmembers asked questions about the status of other projects such as the Smalley Center and the Norman Public Library and Ms. Price reviewed the status of each project.

Items submitted for the record

1. Memorandum dated February 11, 2011, from Linda R. Price, Revitalization Manager, to Honorable Mayor and Councilmembers
2. PowerPoint presentation entitled, "Capital Fund 50 – FYE 2012 Capital Budget, FYE 2013-2106 Plan"
3. Capital Fund 50 FYE 2010 though FYE 2016; Priority of New Projects and Cost Increases Not Included; Potential GOB Projects – FYE 2011 through FYE 2016; Capital Fund 50 – Capital Improvements FYE 11 Budget and FYE 12-15 Plan; and Unprogrammed Capital Improvements (2/11/11)

The meeting adjourned at 6:40 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

February 22, 2011

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:30 p.m. in the Municipal Building Conference Room on the 22nd day of February, 2011, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal

ABSENT: None

Item 1, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-34: WITH WALTERS-MORGAN CONSTRUCTION, INC., INCREASING THE CONTRACT AMOUNT BY \$65,185.29 AND EXTENDING THE CONTRACT 54 CALENDAR DAYS FOR THE LIFT STATION D REHABILITATION PROJECT.

Mr. Mark Daniels, Utilities Engineer, said on August 25, 2009, the Norman Utilities Authority (NUA) approved Contract No. K-0910-34 in the amount of \$5,480,000, with Walters-Morgan Construction, Inc., of Manhattan, Kansas, for the Lift Station D Rehabilitation Project. Work began September 28, 2009, and was scheduled to be complete March 30, 2011. The new equalization basin, with temporary pumping facilities, is in service and the existing lift station is being rehabilitated at this time; the project is approximately 75% completed.

Mr. Daniels said the proposed Change Order No. One will increase the contract by \$65,185.28, and extend the contract time by 54-calendar days for a new completion date of May 23, 2011. He said Change Order No. One will authorize eight (8) scope of work modifications to include:

Description	Change in Contract Amount	Change in Contract Time Calendar Days
1. Second year of maintenance bond	\$ 18,700.85	0
2. Openings in floor for screen channel access	\$ 959.98	0
3. Deduct existing loading dock modifications	(\$ 4,712.36)	0
4. Add site grading modifications	\$ 24,103.38	5
5. Loading dock and generator pad modifications	\$ 31,401.85	19
6. Magmeter diaphragm seals	(\$ 12,980.10)	0
7. New aluminum siding	\$ 7,711.68	2
8. Time extension for adverse weather	\$ 0.00	28
o Total Recommended Change Order	\$ 65,185.28	54
o Original Contractual Value and Time	\$5,840,000.00	548
o Revised Contractual Value and Time	\$5,905,185.28	602

Items submitted for the record

1. Change Order No. One to K-0910-34

Item 2, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-03: WITH CENTRAL CONTRACTING SERVICES INC., DECREASING THE CONTRACT AMOUNT BY \$17,682 FOR THE LINDSEY STREET WIDENING FROM JENKINS AVENUE TO THE BURLINGTON NORTHERN SANTA FE RAILROAD (BNSF) WATER AND SEWER LINE RELOCATION PROJECT.

Mr. Shawn O'Leary, Director of Public Works, said Council approved Contract No. K-1011-03 on August 10, 2010, to Central Contracting Services, Inc., in the amount of \$634,160 and a notice-to-proceed was issued on September 13, 2010. This contract provided for the relocation of City-owned water and sewer lines along Lindsey Street between Lincoln Avenue and the Burlington Northern Santa Fe (BNSF) Railroad. These utilities, and many other privately owned utilities, are being relocated as a requirement to achieve federal funding in conjunction with the widening of Lindsey Street through this corridor, which was approved for bond funding by Norman voters in March 2005.

Mr. O'Leary said the proposed Change Order No. One to Contract No. K-1011-03 represents the final closeout of the contract which was substantially completed by the contractor in January 2011 as specified by the contract. He said this is a unit price contract and it is common for a project of this type to have a number of under-runs and over-runs of contract items such as PVC pipeline, fittings, backfill, etc.

Two new work items were added due to unforeseen circumstances and involved conflicts between the City's existing underground fiber optic communication cable and the relocated water and sewer pipelines. Mr. O'Leary said when Central Contracting Services, Inc., proceeded to bore the relocated sanitary sewer main under Bishop Creek on the south side of Lindsey Street, the City's fiber optic cable was severed. It was determined the engineering plans for the water and sewer relocation project were found to be in error regarding the location of the fiber optic cable. Therefore, the contractor filed a delay claim in the amount of \$11,315.34 and City Staff reviewed and found it to be reasonable and in compliance with the contract.

The second conflict occurred between the City's fiber optic communication cable and the relocated City water main. Mr. O'Leary said due to multiple utilities in this corridor, the relocated water main was designed to be placed above the City's fiber optic cable in the same general trench, but was found in the field to be more shallow than expected. Central Contracting Services, Inc., was required to excavate very carefully in order to avoid cutting the fiber optic cable, which resulted in project delays. The contractor filed a delay claim in the amount of \$37,911.55 and City Staff reviewed the delay claim and found it to be reasonable and in compliance with the contract.

Mr. O'Leary said City Staff from multiple departments has reviewed this matter extensively and concluded that the conflict between utilities is a combination of issues to include, very crowded utility corridor, field locates of existing utilities are inaccurate, and errors in the plans.

Mr. O'Leary said despite the additional items of work, Change Order No. One to Contract No. K-1011-03 decreases the total contract amount by \$17,682.88, for a total contract amount of \$616,477.12 and authorizes a final contract payment Central Contracting Services, Inc., in the amount of \$67,667.10.

Items submitted for the record

1. Change Order No. One. to Contract K-1011-03

Item 3, being:

DISCUSSION REGARDING PROPOSED AMENDMENTS REGULATING SOLICITING, PEDDLING, AND TEMPORARY FOOD SALES.

Ms. Leah Messner, Assistant City Attorney, provided background information regarding soliciting and peddling within the City of Norman and said an ordinance was adopted in 1985 and later amended in 1991. She said currently applicants must apply for a permit with the City Clerk's Office; providing name(s), address, photo, tag number, and a description of the business. Ms. Messner said the current fee is \$150 for a three (3) day permit and the City Manager may extend the permit to 45 days. She said similar ordinances have come under first amendment challenges and cities may regulate soliciting, but officials can not arbitrarily choose which groups may or may not solicit in Norman.

Ms. Messner said the City Council Oversight Committee (OC) reviewed 19 other cities in Oklahoma and surrounding states and found the average permit duration is six (6) months to one (1) year. The permit fees ranged from \$25 to \$500 and several cities require a bond to be posted. Oklahoma City (OKC) requires a criminal history report from Oklahoma State Bureau of Investigation (OSBI).

Ms. Messner said the City Council Oversight Committee (OC) discussed soliciting and peddling permits several times from May 2010, to January 2011. She said amendments proposed by the OC consist of removing the ability of the City Manager to extend the permit term an additional 45 days and new requirements to include:

- Current OSBI report for each applicant/person and date of report must be within 30 days;
- \$10,000 bond payable to City to recover damages from any wrongful, fraudulent, or illegal conduct or secure payment of sales tax;
- Proof of general liability and workers compensation insurance; and
- Applicants convicted of a felony shall go before a Review Board made up of members from the Norman Police Department (NPD), City Attorney's Office, and City Clerk.

Types of permits proposed by the OC include:

- Soliciting/Peddling (i.e., door-to-door or mobile):
 - 30 or 60 day permit available
 - 30 day permit = \$100, each additional seller = \$50
 - 60 day permit = \$200, each additional seller = \$100
- Outdoor Vending (i.e., fixed location):
 - 30 day term, maximum of six (6) months in calendar year
 - 30 day permit = \$500 and can renew each month for \$500

Ms. Messner provided a brief overview of the current temporary food sales and said the Oklahoma Department of Health is in the process of revising standards for mobile and temporary food vendors. Highlights of proposed language include: vehicle-mounted, readily moveable, and does not stay in one place longer than 12 hours; required to return to commissary daily to dispose of waste water, refill with fresh water, and service mobile unit; and name of business and State Health Department license number shall be clearly visible on outside of unit.

The current temporary food sales ordinance allows the City Clerk's Office to issue a 14 day permit that can be renewed but the Zoning Code requires that temporary structures remain in one location no longer than six (6) months and the temporary building has to be masonry.

Ms. Messner said the OC proposed temporary food sales amendments to align with the Oklahoma Department of Health as follows:

- Permit options – *fixed* or *mobile*
- Permit term options – 30 day or 180 day
- 30 day permit = \$50 fee and 180 day permit = \$250 fee
- Application requirements – name, address, proof of county health license, sales tax ID, and proof of insurance - unless applicant is already operating a brick and mortar business in Norman
- Applicant must have permission of property owner

Additional requirements for *mobile* vendors include:

- May not stop for longer than three hours at single location (single location includes shared parking lot)
- May not sell within right-of-way except for brief stop for point of sale

Councilmember Cubberley asked the purpose of the three-hour rule and Ms. Messner said the OC felt the vehicle should not be at any particular location longer than three hours because it would accommodate breakfast and/or lunch hour sales. Councilmember Cubberley asked about game day or promotional events where mobile vendors stay at a particular location longer than three hours and asked if three hours was a reasonable amount of time. He said “lunch hour” mobile trucks/vendors are one thing, but there are many other types of mobile trucks/vendors. Councilmember Dillingham said the OC felt the issue of mobile vendors not becoming a nuisance in residential neighborhoods needed to be addressed and felt the three hour rule was enough time to get “in and out” for breakfast and/or lunch.

Councilmember Dillingham suggested adding a sub-category under *mobile* vendors stating whether or not the vendor would be setting up for a special event. Ms. Brenda Hall, City Clerk, said all vendors attached to a Special Event permit, i.e., Medieval Fair, May Fair, Norman Day, etc., would not have to get a mobile vendors permit. She said vendors at “grand opening” scenarios are typically giving away food and/or drinks rather than selling; therefore they would not be required to get a temporary food sales permit. Ms. Hall said University of Oklahoma (OU) Game Day mobile vendors would fall under the new mobile vendor requirements and obtain a temporary food sales permit. She said Council may consider issuing OU Game Day mobile vendors a one time, \$50, 30 day permit that would be good for all six (6) OU home game days.

Council suggested adding verbiage, “...Sponsored events that are not open to the general public and/or only charge a nominal fee do not need a mobile vendor’s license...”. Staff will work on suggested language prior to Council consideration.

Items submitted for the record

1. PowerPoint Presentation entitled “Proposed Amendments to Chapter 13: Ordinance Regulating Soliciting, Peddling, and Temporary Food Sales,” dated February 22, 2011
2. City Council Oversight Committee Minutes dated May 12, 2010, August 4, 2010, October 13, 2010, December 1, 2010, and January 5, 2011

The meeting adjourned at 5:57 p.m.

ATTEST:

City Clerk

Mayor

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

February 22, 2011

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building on the 22nd day of February, 2011, at 6:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and at the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

ABSENT: None

The Pledge of Allegiance was led by students from Kennedy Elementary School.

* * * * *

Item 3, being:

PRESENTATION OF THE MAYOR'S CITIZENSHIP AWARDS TO STUDENTS FROM
KENNEDY ELEMENTARY SCHOOL.

Mayor Rosenthal and Councilmember Atkins presented Citizenship Awards to students Richard Cuevas, Jariah Eyachabbe, Aleya Irons, Jaylen Long, Sydnee Lyons, Mariana Mena, Hallie Nelson, Crystalyn Newton, River Paizis, Walter Penate-Herrera, Gabryell Odetayo, Riley Rea, Baylee Samonte, and Erin Williams. Ms. Kim Russell, Counselor at Kennedy Elementary School, said the students were selected as representatives of good citizens of Kennedy Elementary School.

Items submitted for the record

1. Text File No. TMP-123 dated February 7, 2011, by Carol Coles, Administrative Assistant

* * * * *

Item 4, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 5 through Item 23 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Cubberley; and the question being upon the placement on the consent docket by unanimous vote of Item 5 through Item 23, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Item 5 through Item 23 were placed on the consent docket by unanimous vote.

* * * * *

Item 5, being:

CONSIDERATION OF APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL FINANCE COMMITTEE MINUTES OF JANUARY 26, 2011
 CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 8, 2011
 CITY COUNCIL MINUTES OF FEBRUARY 8, 2011
 NORMAN UTILITIES AUTHORITY MINUTES OF FEBRUARY 8, 2011
 NORMAN MUNICIPAL AUTHORITY MINUTES OF FEBRUARY 8, 2011
 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF FEBRUARY 8, 2011

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

Items submitted for the record

1. Text File No. GID-1011-17 dated February 7, 2011, by Brenda Hall, City Clerk
2. City Council Finance Committee minutes of January 26, 2011
3. City Council Conference minutes of February 8, 2011
4. City Council minutes of February 8, 2011
5. Norman Utilities Authority minutes of February 8, 2011
6. Norman Municipal Authority minutes of February 8, 2011
7. Norman Tax Increment Finance Authority minutes of February 8, 2011

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

YEAS: Councilmembers Atkins, Butler,
 Cubberley, Dillingham, Ezzell, Griffith,
 Kovach, Quinn, Mayor Rosenthal

NAYES: None

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

* * * * *

Item 6, being:

CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

PUBLIC SAFETY OVERSIGHT COMMITTEE

TERM: 02-10-11 TO 02-10-14: GEORGE HENDERSON, 2616 OSBORNE DRIVE
 TERM: 02-10-11 TO 02-10-14: DON ALLEN, 304 60TH AVENUE S.E.
 TERM: 02-10-11 TO 02-10-14: W.E. DUFF, 400 ROSEWOOD DRIVE

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2

TERM: 02-08-11 TO 04-10-13: TED SMITH, 613 RIVERWALK COURT

Councilmember Kovach moved that the appointments be confirmed, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File No. AP-1011-19 dated January 31, 2011

and the question being upon confirming the appointments, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
 Cubberley, Dillingham, Ezzell, Griffith,
 Kovach, Quinn, Mayor Rosenthal

NAYES: None

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

* * * * *

Item 7, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JANUARY 31, 2011, AND DIRECTING THE FILING THEREOF.

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

Items submitted for the record

- 1. Text File No. RPT-1011-30 dated January 24, 2011, by Anthony Francisco, Finance Director
- 2. Finance Director's Investment Report of January 31, 2011

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

YEAS:	Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal
-------	--

NAYES:	None
--------	------

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

* * * * *

Item 8, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JANUARY, 2011, AND DIRECTING THE FILING THEREOF.

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

Items submitted for the record

- 1. Text File No. RPT-1011-31 dated January 24, 2011, by Carol Coles, Administrative Assistant
- 2. Monthly Departmental Reports for the month of January, 2011

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

YEAS:	Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal
-------	--

NAYES:	None
--------	------

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

* * * * *

Item 9, being:

SUBMISSION OF THE CITIZEN’S PUBLIC SAFETY OVERSIGHT COMMITTEE ANNUAL REPORT.

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

Items submitted for the record

- 1. Text File No. RPT-1011-32 dated January 24, 2011, by Carol Coles, Administrative Assistant
- 2. City of Norman Citizen’s Public Safety Oversight Committee Report for 2010
- 3. Citizens Public Safety Oversight Committee Minutes of February 10, 2011

Participants in discussion

- 1. Ms. Mary Sue Schnell, Vice-Chair, Public Safety Oversight Committee
- 2. Mr. Phil Cotten, Police Chief
- 3. Mr. Anthony Francisco, Director of Finance
- 4. Mr. Roger Gallagher, 1522 East Boyd Street, asked questions
- 5. Mr. Jim Bailey, Deputy Fire Chief

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

YEAS:	Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal
NAYES:	None

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

* * * * *

Item 10, being:

SUBMISSION OF THE DEVELOPMENT OVERSIGHT COMMITTEE FOR DISTRICT NO. TWO ANNUAL REPORT FOR THE PERIOD JULY 1, 2009, THROUGH DECEMBER 31, 2010.

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

Items submitted for the record

- 1. Text File No. RPT-1011-35 dated February 15, 2011, by Anthony Francisco, Finance Director
- 2. The City of Norman TIF No. Two Oversight Committee (University North Park TIF) Annual Report for the period July 1, 2009, to December 31, 2010
- 3. TIF No. Two Oversight Committee minutes (University North Park TIF) of February 15, 2011

Participants in discussion

- 1. Mr. Robert Castleberry, 4701 Windrush Circle, Chairman of the Development Oversight Committee for TIF District No. Two
- 2. Mr. Anthony Francisco, Director of Finance

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

YEAS:	Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal
NAYES:	None

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

* * * * *

Item 11, being:

CONSIDERATION OF GRANTING EASEMENT NO. E-1011-47 TO OKLAHOMA NATURAL GAS COMPANY LOCATED IN REAVES PARK AT 2501 JENKINS AVENUE FOR THE PURPOSE OF INSTALLING A GAS LINE TO SERVE THE UNIVERSITY OF OKLAHOMA.

Councilmember Kovach moved that Easement No. E-1011-47 be granted to Oklahoma Natural Gas Company and the execution thereof be authorized, which motion was duly seconded by Councilmember Cubberley;

1. Text File No. E-1011-47 dated February 9, 2011, by Mitch Miles, Park Planner
2. Easement No. E-1011-47 with legal description and location map
3. Letter of agreement dated February 15, 2011, to Lee James, Manager, Transmission Western Region, Oklahoma Natural Gas, from Kari Madden, Network Manager, and Mitch Miles, Park Planner I
4. Location map

and the question being upon granting Easement No. E-1011-47 to Oklahoma Natural Gas Company and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Easement No. E-1011-47 to Oklahoma Gas and Electric Company granted; and the execution thereof was authorized.

* * * * *

Item 12, being:

CONSIDERATION OF CONSENT TO ENCROACHMENT NO. EN-1011-4 FOR LOT 8A, BLOCK 8, VINEYARD ADDITION, PHASE III, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (3324 WAUWINET WAY)

Councilmember Kovach moved that Consent to Encroachment No. EN-1011-4 be approved and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File No. EN-1011-4 dated February 7, 2011, by Leah Messner, Assistant City Attorney
2. Consent to Encroachment
3. Memorandum dated January 4, 2011, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Doug Kosciński, Current Planning Manager; Ken Danner, Development Coordinator; and Ken Komiske, Director of Utilities
4. Letter of request dated January 4, 2011, from Doug and Stacy Shelton, Buyers, and Curtis McCarty, Applewood Development, to Whom it May Concern
5. Site plan
6. Memorandum amending request dated January 12, 2011, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Doug Kosciński, Current Planning Manager; Ken Danner, Development Coordinator; and Ken Komiske, Director of Utilities.
7. Map depicting lots as platted
8. Map depicting lots as adjusted
9. Memorandum dated January 13, 2011, from Jim Speck, Capital Projects Engineer, to Brenda Hall, City Clerk
10. Memorandum dated January 25, 2011, from Ken Danner, Development Coordinator, to Blaine Nice, Assistant City Attorney
11. E-Mail dated January 12, 2011, from Thad Peterson, Supervisor of Engineering Services, Oklahoma Electric Cooperative, to Ken Danner
12. Letter dated January 13, 2011, from Timothy J. Bailey, Right-of-Way Agent, OG&E Electric Services, to Ken Danner, Development Coordinator, and Norman Planning Commission
13. Letter dated January 18, 2011, from Randy Harrell, Team Leader, Oklahoma Natural Gas, a Division of ONEOK, to Ken Danner, Development Coordinator
14. Letter dated January 24, 2011, from Terri Hayes, Manager, OSP Planning and Engineering Design, Norman/Noble/Moore West Wire Centers, AT&T, to Whom it May Concern

Item 12, continued:

Items submitted for the record, continued

- 15. Email dated January 25, 2011, from Greg Hall to Drew Norlin
- 16. Letter dated January 25, 2011, from Jodie Finney, Right-of-Way Agent, Cox Communications, to Whom It May Concern

and the question being upon approving Consent to Encroachment No. EN-1011-4 and upon the subsequent directive, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Consent to Encroachment No. EN-1011-4 approved; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 13, being:

LIMITED LICENSE NO. LL-1011-10: LIMITED LICENSE TO PLACE FIVE (5) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE JAZZ IN JUNE COMMITTEE FOR THE JAZZ IN JUNE "MEET ME ON BOURBON STREET" EVENT TO BE HELD MARCH 5, 2011.

Councilmember Kovach moved that Limited License No. LL-1011-10 to place five (5) ground banners within the public rights-of-way pursuant to a request from the Jazz in June Committee be approved and the issuance thereof be authorized, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

- 1. Text File No. LL-1011-10 dated February 4, 2011, by Wayne Stenis, Planner II
- 2. Application for Limited License dated February 3, 2011, for five signs from Jazz in June by Debra Levy Martinelli
- 3. Conceptual drawing of sign
- 4. Limited License No. LL-1011-10

and the question being upon approving Limited License No. LL-1011-10 to place five (5) ground banners within the public rights-of-way pursuant to a request from the Jazz in June Committee and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Limited License No. LL-1011-10 to place five (5) ground banners within the public rights-of-way pursuant to a request from the Jazz in June Committee approved; and the issuance thereof was authorized.

* * * * *

Item 14, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-34: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND WALTERS-MORGAN CONSTRUCTION, INC., INCREASING THE CONTRACT AMOUNT BY \$65,185.28 AND EXTENDING THE CONTRACT 54 CALENDAR DAYS FOR THE LIFT STATION D REHABILITATION PROJECT.

Acting as the Norman Utilities Authority, Trustee Kovach moved Change Order No. One to Contract No. K-0910-34 with Walters-Morgan Construction, Inc., increasing the contract amount by \$65,185.28 and extending the contract 54 calendar days be approved and the execution thereof be authorized, which motion was duly seconded by Trustee Cubberley;

Items submitted for the record

1. Text File No. K-0910-34 dated February 8, 2011, by Mark Daniels, Utilities Engineer
2. Letter dated February 9, 2011, from Joel R. Cantwell, P.E., Project Manager, HDR Engineering, Inc., to Mr. Mark Daniels, P.E., Utilities Engineer
3. Change Order No. One to Contract No. K-0910-34
4. Purchase Order No. 178415 dated September 25, 2009, to Walters-Morgan Construction, Inc., in the amount of \$5,840,000 adding Change Order No. One in the amount of \$65,185.28 for a revised contract total of \$5,905,185.28

and the question being upon approving Change Order No. One to Contract No. K-0910-34 with Walters-Morgan Construction, Inc., increasing the contract amount by \$65,185.28 and extending the contract 54 calendar days and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Trustees Atkins, Butler, Cubberley,
Dillingham, Ezzell, Griffith, Kovach,
Quinn, Chairman Rosenthal

NAYES: None

The Chairman declared the motion carried and Change Order No. One to Contract No. K-0910-34 with Walters-Morgan Construction, Inc., increasing the contract amount by \$65,185.28 and extending the contract 54 calendar days approved; and the execution thereof was authorized.

* * * * *

Item 15, being:

AMENDMENT NO. ONE TO CONTRACT NO. K-0910-164: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND HDR ENGINEERING, INC., INCREASING THE CONTRACT AMOUNT BY \$10,395 AND EXTENDING THE CONTRACT BY 45 CALENDAR DAYS TO PROVIDE WASTEWATER FLOW MONITORING AND MODELING SERVICES AND BUDGET APPROPRIATION.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Amendment No. One to Contract No. K-0910-164 with HDR Engineering, Inc., increasing the contract amount by \$10,395 and extending the contract by 45 calendar days be approved, the execution thereof be authorized, and \$10,395 be appropriated from the Wastewater Fund Balance (032-0000-253.20-00) to Project WW0042, Wastewater Flow Monitoring, Design (032-9337-432.62-01), which motion was duly seconded by Trustee Cubberley;

Items submitted for the record

1. Text File No. K-0910-164, Amendment No. One, dated February 8, 2011, by Mark Daniels, Utilities Engineer
2. Amendment No. One to Contract No. K-0910-164
3. Letter dated November 15, 2010, from Joel R. Cantwell, P.E., Project Manager, HDR Engineering, Inc., to Mr. Mark Daniels, P.E., Utilities Engineer
4. Letter dated November 12, 2010, from P. Jeffrey Plymale, Principal, RJN Group, Inc., to Mr. Joel Cantwell, P.E., HDR, Inc.
5. Purchase Order No. 186058 dated May 3, 2010, to HDR Engineering, Inc., in the amount of \$566,304 adding Amendment No. One in the amount of \$10,395 for a revised contract total of \$576,699

Item 15, continued:

and the question being upon approving Amendment No. One to Contract No. K-0910-164 with HDR Engineering, Inc., increasing the contract amount by \$10,395 and extending the contract by 45 calendar days and upon the subsequent authorization and appropriation, a vote was taken with the following result:

YEAS:	Trustees Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Chairman Rosenthal
NAYES:	None

The Chairman declared the motion carried and Amendment No. One to Contract No. K-0910-164 with HDR Engineering, Inc., increasing the contract amount by \$10,395 and extending the contract by 45 calendar days approved; the execution thereof was authorized and \$10,395 was appropriated from the Wastewater Fund Balance (032-0000-253.20-00) to Project WW0042, Wastewater Flow Monitoring, Design (032-9337-432.62-01).

* * * * *

Item 16, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-03: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL CONTRACTING SERVICES, INC., DECREASING THE CONTRACT AMOUNT BY \$17,682 FOR THE LINDSEY STREET WIDENING FROM JENKINS AVENUE TO THE BURLINGTON NORTHERN SANTA FE RAILROAD (BNSF) AND WATER AND SEWER LINE RELOCATION PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

Councilmember Kovach moved Change Order No. One to Contract No. K-1011-03 with Central Contracting Services, Inc., decreasing the contract amount by \$17,682 be approved, the execution thereof be authorized, the project be accepted, and final payment in the amount of \$67,667.10 be directed to Central Contracting Services, Inc., which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File No. K-1011-03, Change Order No. One, dated February 15, 2011, by Shawn O'Leary, Director of Public Works
2. Change Order No. One to Contract No. K-1011-03
3. Location map

and the question being upon approving Change Order No. One to Contract No. K-1011-03 with Central Contracting Services, Inc., decreasing the contract amount by \$17,682 and upon the subsequent authorization, acceptance, and directive, a vote was taken with the following result:

YEAS:	Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Change Order No. One to Contract No. K-1011-03 with Central Contracting Services, Inc., decreasing the contract amount by \$17,682 approved; the execution thereof was authorized, the project was accepted, and final payment in the amount of \$67,667.10 was directed to Central Contracting Services, Inc.

* * * * *

Item 17, being:

CONTRACT NO. K-1011-133: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND RCC CONSULTANTS, INC., IN THE AMOUNT OF \$105,000 TO PERFORM A NEEDS ASSESSMENT AND DEVELOPMENT OF A STRATEGY TO ACQUIRE A COMPUTER AIDED DISPATCH (CAD), POLICE RECORDS MANAGEMENT SYSTEM (PRMS), FIRE RECORDS MANAGEMENT SYSTEM (FRMS), AND MOBILE DATA SOFTWARE AND IN-FIELD REPORTING SOFTWARE REPLACEMENT.

Councilmember Kovach moved that Contract No. K-1011-133 with RCC Consultants, Inc., in the amount of \$105,000 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File no. K-1011-133 dated February 7, 2011, by Lance Terry, Communications Center Supervisor
2. Contract No. K-1011-133 with Appendix A, Statement of Work, Request for Proposal No. RFP-1011-43, Proposal for a Consultant for Public Safety Software Solution dated November 18, 2010, submitted by RCC Consultants, Inc.
3. Purchase Requisition No. 0000182474 dated February 10, 2011, in the amount of \$105,000 to RCC Consultants, Inc.

Participants in discussion

1. Mr. Shawn O'Leary, Director of Public Works
2. Mr. Bobby Stevens, 3801 108th Avenue S.E., asked questions

and the question being upon approving Contract No. K-1011-133 with RCC Consultants, Inc., in the amount of \$105,000 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal
-------	--

NAYES:	None
--------	------

The Mayor declared the motion carried and Contract No. K-1011-133 with RCC Consultants, Inc., in the amount of \$105,000 approved; and the execution thereof was authorized.

* * * * *

Item 18, being:

CONTRACT NO. K-1011-134: AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO MAINTAIN THE RIGHT-OF-WAY ALONG STATE HIGHWAY NO. NINE FROM INTERSTATE 35 TO EASTERN CITY LIMITS.

Councilmember Kovach moved that Contract No. K-1011-134, an Intergovernmental Agreement with the Oklahoma Department of Transportation, be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File no. K-1011-134 dated January 11, 2011, by Shawn O'Leary, Director of Public Works
2. Contract No. K-1011-134
3. Oklahoma Statutes, Title 69, Section 901, Construction, improvements or maintenance of municipal streets, signs, lights, etc.
4. Oklahoma Administrative Code, Section 730:35-1-11, Department maintenance within municipalities
5. Oklahoma Administrative Code, Section 730:35-1-4, Maintenance Responsibilities
6. Location maps

Item 18, continued:

and the question being upon approving Contract No. K-1011-134, an Intergovernmental Agreement with the Oklahoma Department of Transportation, and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Contract No. K-1011-134, an Intergovernmental Agreement with the Oklahoma Department of Transportation, approved; and the execution thereof was authorized.

* * * * *

Item 19, being:

CONTRACT NO. K-1011-138: A PROJECT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL AID PROJECT NO. STPG-114A (290)AG, STATE JOB NO. 28080(04), FOR THE STATE HIGHWAY NO. NINE TRAFFIC SIGNAL UPGRADE PROJECT FOR BIKE AND PEDESTRIAN ACCESS, PHASE 1 (INSTALLATION OF VIDEO DETECTORS BETWEEN MCGEE DRIVE AND 24TH AVENUE S.E.) ADOPTION OF RESOLUTION NO. R-1011-88.

Councilmember Kovach moved that Contract No. K-1011-138 with the Oklahoma Department of Transportation be approved, Resolution No. R-1011-88 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File No. K-1011-138 dated February 7, 2011, by Angelo Lombardo, Traffic Engineer
2. Contract No. K-1011-138
3. Resolution No. R-1011-88
4. Location map

and the question being upon approving Contract No. K-1011-138 with the Oklahoma Department of Transportation and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Contract No. K-1011-138 with the Oklahoma Department of Transportation be approved, Resolution No. R-1011-88 was adopted and the execution of the contract and resolution was authorized.

* * * * *

Item 20, being:

CONSIDERATION OF ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$72,000 FROM THE STATE OF OKLAHOMA OFFICE OF HOMELAND SECURITY FOR THE POLICE DEPARTMENT, APPROVAL OF CONTRACT NO. K-1011-139, AND ADOPTION OF RESOLUTION NO. R-1011-90 APPROPRIATING FUNDS.

Councilmember Kovach moved that a grant in the amount of \$72,000 from the State of Oklahoma Office of Homeland Security for the Police Department be accepted; Contract No. K-1011-139 be approved; the execution thereof be authorized; and Resolution No. R-1011-90 be adopted, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File No. K-1011-139 dated January 28, 2011, by Jim Spearman, Grants Coordinator
2. Memorandum of Award dated January 20, 2011, from Kerry L. Pettingill, Director, State of Oklahoma Office of Homeland Security, to Steve Lewis, City Manager
3. Contract No. K-1011-139, Sub-Grantee Award
4. Resolution No. R-1011-90

Item 20, continued:

and the question being upon accepting a grant in the amount of \$72,000 from the State of Oklahoma Office of Homeland Security for the Police Department and upon the subsequent approval, authorization, and adoption, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and a grant in the amount of \$72,000 from the State of Oklahoma Office of Homeland Security for the Police Department accepted; Contract No. K-1011-139 was approved, the execution of the contract was authorized, and Resolution No. R-1011-90 was adopted.

* * * * *

Item 21, being:

CONTRACT NO. K-1011-140: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE 89ER DAY PARADE COMMITTEE IN THE AMOUNT OF \$4,500 FOR COSTS ASSOCIATED WITH THE 89'ER DAY PARADE TO BE HELD APRIL 30, 2011.

Councilmember Kovach moved that Contract No. K-1011-140 with the 89er Day Parade Committee in the amount of \$4,500 be approved and the execution thereof be authorized; which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File No. K-1011-140 dated February 2, 2011, by Suzanne Krohmer, Budget Manager
2. Contract No. K-1011-140 with Exhibit "A", letter dated January 31, 2011, from Charles R. Hollingsworth for the 89'er Day Committee to Brenda Hall, City Clerk
3. Finance Committee minutes of February 17, 2010

and the question being upon approving Contract No. K-1011-140 with the 89er Day Parade Committee in the amount of \$4,500 and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Chairman declared the motion carried and Contract No. K-1011-140 with the 89er Day Parade Committee in the amount of \$4,500 approved; and the execution thereof was authorized.

* * * * *

Item 22, being:

CONTRACT NO. K-1011-141: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BANK OF OKLAHOMA, N.A., TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 404 ATTERBERRY STREET.

Councilmember Kovach moved that Contract No. K-1011-141 with the Bank of Oklahoma, N.A., be approved and the execution thereof be authorized; which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File No. K-1011-141 dated February 4, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1011-141

Item 22, continued:

and the question being upon approving Contract No. K-1011-141 with Bank of Oklahoma, N.A., and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Chairman declared the motion carried and Contract No. K-1011-141 with Bank of Oklahoma, N.A., approved; and the execution thereof was authorized.

* * * * *

Item 23, being:

RESOLUTION NO. R-1011-93: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROVING CRITERIA FOR DETERMINING THE USE OF THE GREENBELT ACQUISITION FUND.

Councilmember Kovach moved that Resolution No. R-1011-93 be adopted, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record

1. Text File No. R-1011-93 dated February 8, 2011, by Susan Connors, Director of Planning and Community Development
2. Resolution No. R-1011-93
3. City Council Conference minutes of January 11, 2011

and the question being upon adopting Resolution No. R-1011-93, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Resolution No. R-1011-93 was adopted.

* * * * *

Item 24, being:

ORDINANCE NO. O-1011-39: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF TH CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A BAR FOR PROPERTY CURRENTLY ZONED C-2, GENERAL COMMERCIAL DISTRICT, LYING WITHIN LOT 1, BLOCK 1, COLONIAL ESTATES "A" ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1317 EAST LINDSEY STREET)

Ordinance No. O-1011-39 having been Introduced and adopted upon First Reading by title in City Council's meeting of February 8, 2011, Councilmember Atkins moved that Ordinance No. O-1011-39 be postponed until March 22, 2011, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. O-1011-39 dated December 14, 2010, by Doug Kosciński, Current Planning Manager
2. Ordinance No. O-1011-39 with Exhibit A, site plan
3. Location map
4. Staff report dated January 13, 2011, recommending denial
5. Service Description
6. Norman Predevelopment Summary Case No. PD 10-24 dated October 28, 2010, for Mary and Susan Lemmond for property located at 1317 East Lindsey Street

Item 24, continued:

Items submitted for the record, continued

7. Norman Predevelopment Summary Case No. PD 10-24 dated November 18, 2010, for Mary and Susan Lemmond for property located at 1317 East Lindsey Street
8. Protest area map containing 2.34% protest within notification area
9. Letter of protest dated December 27, 2010, from Charles and Alice Henson to Norman Planning Commission
10. Letter of protest dated December 27, 2010, from Dorothy Wiggins to Norman Planning Commission
11. Letter of protest dated January 6, 2011, from John F. Otto, DVM, to Planning Commission Members
12. Pertinent excerpts from Planning Commission minutes of January 13, 2011
13. Letter requesting postponement from Susan Lemmond, CEO, Lemmco, L.L.C., and Mary Lemmond, COO, Lemmco, L.L.C., to Ms. Hall

and the question being upon postponing Ordinance No. O-1011-39 until March 22, 2011, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Ordinance No. O-1011-39 was postponed until March 22, 2011.

* * * * *

Item 25, being:

ORDINANCE NO. O-1011-40: 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 RIDING ACADEMY AND HORSE FACILITY FOR PROPERTY CURRENTLY ZONED A-2, RURAL AGRICULTURAL DISTRICT, LYING WITHIN THE EAST HALF OF SECTION 18, TOWNSHIP 8 NORTH, RANGE 1 EAST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (14100 CEDAR LANE).

Ordinance No. O-1011-40 having been Introduced and adopted upon First Reading by title in City Council's meeting of February 8, 2011, Councilmember Kovach moved that Ordinance No. O-1011-40 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Butler;

Items submitted for the record

1. Text File No. O-1011-40 dated December 14, 2010, by Doug Koscinski, Current Planning Manager
2. Ordinance No. O-1011-40 with Exhibit A, site plan
3. Location map
4. Staff report dated January 13, 2011, recommending approval
5. Letter from Marilee Tussing, Owner, Celtic Cross Equestrian Center, to Friends and Neighbors
6. Norman Predevelopment Summary Case No. PD 10-25 dated November 18, 2010, for Marilee Tussing for property located at 14100 East Cedar Lane
7. Pertinent excerpts from Planning Commission minutes of January 13, 2011

Participants in discussion

1. Ms. Marilee Tussing, 14100 East Cedar Lane, applicant
2. Ms. Sherylann Densow, 2925 Redwood Drive, proponent

Item 25, continued:

and the question being upon adopting Ordinance No. O-1011-40 upon Second Reading section by section, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Ordinance No. O-1011-40 was adopted upon Second Reading section by section.

Thereupon, Councilmember Butler moved that Ordinance No. O-1011-40 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Kovach; and the question being upon adopting Ordinance No. O-1011-40 upon Final Reading as a whole, the roll was called with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Ordinance No. O-1011-40 was adopted upon Final Reading as a whole.

* * * * *

Item 26, being:

ORDINANCE NO. O-1011-45: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ORDINANCE NO. O-1011-26 AND CLOSING PUBLIC ACCESS EASEMENTS WITHIN ALL SECTIONS OF GRANDVIEW ESTATES NORTH ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance No. O-1011-45 having been Introduced and adopted upon First Reading by title in City Council's meeting of February 8, 2011, Councilmember Quinn moved that Ordinance No. O-1011-45 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Butler;

Items submitted for the record

1. Text File No. O-1011-45 dated January 24, 2011, by Doug Kosciński, Current Planning Manager
2. Ordinance No. O-1011-45 with Exhibit A, location map
3. Ordinance No. O-1011-26 with Exhibit A, location map
4. Memorandum dated October 8, 2010, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Doug Kosciński, Current Planning Manager; Ken Danner, Development Coordinator; and Ken Komiske, Director of Utilities
5. Letter of request dated October 7, 2010, from Philip A. Schovanec, Moricoli & Schovanec, P.C., to Mrs. Brenda Hall, City Clerk
6. Petition for closure of public access easements with Exhibit A, legal description and radius map
7. E-mail dated November 2, 2010, from Thad Peterson, Supervisor of Engineering Services, Oklahoma Electric Cooperative, to Ken Danner
8. Letter dated October 22, 2010, from Timothy J. Bailey, Right-of-Way Agent, OG&E Electric Services, to Ken Danner, Development Coordinator
9. Letter dated October 27, 2010, from Randy Harrell, Team Leader, Oklahoma Natural Gas, a Division of ONEOK, to Ken Danner, Norman Planning Commission
10. Letter of support dated November 8, 2010, from William C. and Kay Woods to Norman Planning Commission
11. Letter of support dated October 20, 2010, from Jack and Elaine Dake to Norman Planning Commission
12. Staff Report dated November 18, 2010, for Ordinance No. O-1011-26, recommending approval
13. Pertinent excerpts from Planning Commission minutes of November 18, 2010
14. Pertinent excerpts from City Council minutes of December 28, 2010

Participants in discussion

1. Mr. Philip A. Schovanec, President of Grandview Estates Homeowner's Association, 3912 Timberidge Drive, applicant

Item 26, continued:

and the question being upon adopting Ordinance No. O-1011-45 upon Second Reading section by section, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Ordinance No. O-1011-45 was adopted upon Second Reading section by section.

Thereupon, Councilmember Quinn moved that Ordinance No. O-1011-45 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Ezzell; and the question being upon adopting Ordinance No. O-1011-45 upon Final Reading as a whole, the roll was called with the following result:

YEAS: Councilmembers Atkins, Butler,
Cubberley, Dillingham, Ezzell, Griffith,
Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Ordinance No. O-1011-45 was adopted upon Final Reading as a whole.

* * * * *

Item 27, being:

RESOLUTION NO. R-1011-91: A RESOLUTION AUTHORIZING THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") TO ISSUE ITS TAX INCREMENT REVENUE NOTE, SERIES 2011 (THE "NOTE"); IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,415,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUE AND AD VALOREM TAX INCREMENT REVENUE; APPROVING AND AUTHORIZING EXECUTION OF A GENERAL BOND INDENTURE AND A SERIES 2011 SUPPLEMENTAL NOTE INDENTURE (COLLECTIVELY, THE "INDENTURE") AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Acting as the Norman Tax Increment Finance Authority, Trustee Kovach moved that Resolution No. R-1011-91 be adopted, which motion was duly seconded by Trustee Cubberley;

Items submitted for the record

1. Text File No. R-1011-91 dated February 15, 2011, by Anthony Francisco, Finance Director
2. Resolution No. R-1011-91 with Exhibit "A", Principal Payment Schedule
3. Certificate of Authority Action
4. Pertinent excerpts from City Council Conference minutes of February 8, 2011

Participants in discussion

1. Mr. Anthony Francisco, Director of Finance
2. Mr. Robert Castleberry, 4701 Windrush Circle, Chairman of the Development Oversight Committee for TIF District No. Two
3. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions
4. Mr. Roger Gallagher, 1522 East Boyd Street, asked questions

and the question being upon adopting Resolution No. R-1011-91, a vote was taken with the following result:

YEAS: Trustees Atkins, Butler, Cubberley,
Dillingham, Ezzell, Griffith, Kovach,
Quinn, Chairman Rosenthal

NAYES: None

The Chairman declared the motion carried and Resolution No. R-1011-91 was adopted.

* * * * *

Item 28, being:

RESOLUTION NO. R-1011-92: A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN TAX INCREMENT FINANCE AUTHORITY (THE "AUTHORITY") ISSUING ITS TAX INCREMENT REVENUE NOTE, SERIES 2011 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUES AND AD VALOREM TAX INCREMENT REVENUES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Councilmember Quinn moved that Resolution No. R-1011-92 be adopted, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. R-1011-92 dated February 15, 2011, by Anthony Francisco, Finance Director
2. Resolution No. R-1011-92
3. Certificate of Authority Action
4. Pertinent excerpts from City Council Conference minutes of February 8, 2011

and the question being upon adopting Resolution No. R-1011-92, a vote was taken with the following result:

YEAS: Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Resolution No. R-1011-92 was adopted.

* * * * *

MISCELLANEOUS DISCUSSION

Water Issues. Ms. J.C. Crosbee, 204 Mountain Oaks Drive, said for those who missed the recent Dr. Oz television program about cancer causing Chromium Six, it can be viewed on Dr. Oz's website. She said there were two nationally recognized water quality experts on this show. A Norman resident submitted their tap water and the sample showed four times as much Chromium Six as the Environmental Working Group (EWG) discovered from their sample and that Chromium Six is toxic in very small amounts. She said 25% of bottled water was, in fact, tap water and the EWG had rated 173 brands of bottled water and this information is available for download at www.ewg.org/bottled-water-2011-home. She said the EWG presented a report to the United States Senate Committee on Environment and Public Works and it is available to download on the home page at www.ewg.org. Mr. Ken Cook, President of EWG, said the Environmental Protection Agency (EPA) has never given a drinking water standard for Chromium Six but should establish a specific drinking water standard for Chromium Six. She said the EPA has been reviewing the Chromium Six drinking water issues. She said United States Senators Barbara Boxer and Dianne Feinstein have introduced U.S. Senate Bill No. 79 which is known as the "Protecting Pregnant Women and Children from Hexavalent Chromium Act of 2011."

Councilmember Griffith said he attended the Water Summit last Friday and it was reported that the Oklahoma Water Resources Board (OWRB) is presently doing a study of the Garber Wellington Aquifer where we get 30% of our water and from which the Chromium Six issue has arisen. If the OWRB decides to limit the amount of water we can take from the aquifer, it can seriously affect our long-term water supply. He said he was very pleased to see that Ken Komiske, Director of Utilities, along with other utility directors from other cities, are finalizing guidelines to allow the Oklahoma Department of Environmental Quality (ODEQ) to determine how municipalities can reuse water. He encouraged citizens to research and study water solutions for the future.

Mr. Steve Lewis, City Manager, said after the release of the EWG Report, a Chromium Six Working Group comprised of management staff and elected officials and a technical committee of technical engineers, scientists, and public health experts from our area were appointed by the Mayor to advise staff and City of our responses to the water issues. He announced that the technical committee had just released a Frequently Asked Questions (FAQ) about Chromium Six which has been posted on our website and urged citizens to view it online. He said the Utilities Department completed additional testing of our water distribution system at the wells and throughout the entire community and all of the tests confirmed that we are below the EPA standard for Chromium Six. Consequently there is no action required at this time and he reminded everyone this is an evolving issue.

Miscellaneous Discussion, continued:

Water Issues, continued.

The Mayor urged citizens to go to the website and looked at the FAQ's.

*

Item 14, Change Order No. One to Contract No. K-0910-34. Mr. Roger Gallagher, 1522 East Boyd Street, asked for a brief description of this item and the increase in cost.

Mayor Rosenthal said the change order of \$65,185.28 had increased the entire contract of approximately \$5.9 million by 1.2%. She noted that on the posted agendas, these change orders are often reviewed for the Council at the Council Conference and the public is welcome to those meetings.

Mr. Steve Lewis, City Manager, said on a project this size, it is not unusual to have change orders and if the changes are within 2%, it was a good thing. He said the project is proceeding very well and the recommendation to Council to pay this additional amount comes from the City's consulting engineer who is hired to oversee the contract and look out for the City's best interests.

Mayor Rosenthal said there were eight items that were increases or decreases and listed a time extension for adverse weather; different diaphragm seals for a portion of the lift station; site grading modifications; and the addition of a loading dock as a few of the items which are basic functional additions.

Councilmember Kovach said there is usually a built-in contingency on these projects and asked what that percentage was. Mr. Anthony Francisco, Finance Director, said it was 5%.

*

Written Transcripts of Meetings. Ms. Ann Gallagher, 1522 East Boyd Street, said she had been asked by a hearing-impaired citizen if written transcripts of the meetings were available. She said she had previously asked Cox Cable about close captioning of City Council meetings. She said she would like a response to that as well.

Mayor Rosenthal said the City Clerk would look into this and would contact Ms. Gallagher directly.

*

Handicap Access. Ms. Ann Gallagher, 1522 East Boyd Street, said she would like to see street crews keep handicap access routes clear during bad weather.

*

Oklahoma Municipal League (OML). Mr. Jim Stanley, 3922 Pine Tree Circle, asked what charges the City pays to OML and what OML does for the City. Mayor Rosenthal said the City pays annual dues of approximately \$72,000 based on the size of the community and there are a number of services provided. One of OML's functions was to provide new training to new elected officials.

Mr. Stanley said he read an email from OML about action being needed on House Bill No. 1593, the repeal of Municipal Employee Collective Bargaining Act. He said he did not know why this organization was getting involved in this.

Mayor Rosenthal said OML is a membership organization and the members determine the issues that will be lobbied. She said there are over 500 cities who are members of OML and all of these groups are not always in agreement. She said OML takes positions with respect to labor issues and is the foremost group working on municipal finance issues to protect the interests of communities throughout the state from additional fees and tax exemptions that undermine the fiscal health of the community.

Councilmember Ezzell said across the country, state and local budgets are being squeezed unmercifully and painful corrections and decisions are being made. He said it is not intentional that State governments are interfering in City of Norman's unions. He said there is a senate and state bill pending by Scott Martin of Norman to repeal the provisions of binding interest arbitration set forth when the city and the union cannot agree. This bill will take the decisions out of the hands out of the municipal officials that answer to the taxpayers of the community and puts the decision in the hands of attorneys. He said this is a fair criticism but he sees the logic. He said he thought a bill to repeal all collective bargaining rights goes too far. He said these are issues that occur on the state level and as a municipality we have to live with those decisions. He said it is important to be a part of OML because they do a lot of advocacy such as added exemptions from taxation. He said it is very important discussion to be aware of.

Miscellaneous Discussion, continued:

Oklahoma Municipal League (OML), continued.

Councilmember Dillingham said things are happening at the state level now that are impeding our ability to be the city which is expected in these terrible budgetary times. The state is trying to do what is best for the state and many of those decisions are affecting cities' ability to take care of their citizens. She said OML is critical in helping the City maintain their financial independence and to do the best they can with the incredibly limited resources allowed. She said the City's independence is not affected by our membership with OML and the membership is important because we have to advocate for the few things that we as cities have that we can protect for the taxpayer like being able to maintain the quality jobs we have.

Mayor Rosenthal said she did not support this issue even though it would have no effect on the City of Norman. She said our unions and their bargaining units will continue to be recognized and the point of the legislation is not to require cities if they have other means of dealing with their management labor issues. She said the overriding principle is to advocate for local communities to be able to have some control over the decisions they make with respect to their budgets and the services they deliver to their community.

Councilmember Butler said the Oklahoma Department of Environmental Quality permit fees were being increased by thousands of dollars to be paid by cities in order to cover their increased costs.

Councilmember Griffith said OML was a good sounding board and provided good insight when it comes to legislative issues that effect municipalities. He said one of their primary goals was to read every bill that is proposed to go through the legislative process to make sure it doesn't detrimentally affect cities. He said he enjoyed attending seminars and presentations that affect municipal government.

*

Ward 1 and Ward 2 Meeting. Councilmember Atkins thanked those who attended the ward meeting on February 16, 2011. He said their questions about the upcoming election were appreciated.

Councilmember Kovach thanked citizens for their attendance.

*

Election on March 1, 2011. Councilmember Atkins urged voters to vote for the propositions and his replacement for Ward One.

Councilmember Kovach said on March 1st voters have the chance to elect new Councilmembers, make a difference in the Charter, and set our Sanitation rates. He urged everyone to participate. He said a public official's most important duty was listening to the public and Council had listened to the public after the last election failed and have demonstrated by working on efficiency and using some of the cost saving ideas from citizen suggestions. He said Council took a risk bringing this election forward so soon after the last election failed. He said no one likes paying more for services but costs do go up. He said sometimes people are skeptical of government but an independent consultant looked at our budget and said our enterprise fund was truly in need of new revenue. He said this increase would maintain services and he was proud that Norman was a City where utility rates had to be approved by a vote of the people. He said our citizens usually step up to the plate if something is justified and know the money is truly needed.

Councilmember Dillingham said the Sanitation Department has some of the best employees of the City and their payroll and fuel costs have increased. The City of Norman's Sanitation Department does better than anyone in the state with what they have and she hoped everyone would support the Sanitation increase.

Councilmember Butler encouraged everyone to support the rate increase.

Councilmember Griffith urged citizens to support the charter changes and the men and women of the Sanitation Division who do an incredible job with little resources and are vital to the viability of our community.

Miscellaneous Discussion, continued:

Election on March 1, 2011, continued.

Councilmember Cubberley thanked Councilmember Kovach for his remarks regarding the election for the Sanitation increase and for starting the ball rolling with his comments about bringing the question back to a vote. He said after the last election failed it was clear we could not continue the level of service without an increase. He said he wholeheartedly supported the proposition. He said in 2002 and 2003 before the last election, the rolling stock was in dismal condition because purchases had been deferred. He said because of this, Staff determined it would not happen again but cannot continue to do so without sufficient funds. He said Council is often accused of not following through with our promises but we did promise a flat rate for five years and have done so. Switching over to an automated system provided greater efficiencies and helped to cut down on workers' compensation claims and injuries to workers. He said with the increases in labor, vehicles, and fuel costs we cannot maintain the level of service expected without the rate increase. He urged citizens to call if they have questions and go out and vote.

Councilmember Quinn said citizens had control over the vote although a lot of people do not get out and vote. He urged more people to do so because it was a privilege to have a right to vote.

Mr. Steve Lewis, City Manager, said within the last few days every household in Norman should have received a brochure providing information about the Sanitation increase and about the charter amendments. He asked those who did not receive one to please call the City Manager's office to receive one. He said it was also available for download on the website. He said if there are any questions about the propositions, please call the Action Center at 366-5396.

Mayor Rosenthal strongly encouraged citizens to read the facts about the increase. She said costs are up since 2004 and the cost of disposal of a ton of garbage has gone from \$73 to \$112 per ton. Our system has adopted efficiencies, we are using less fuel, and are serving 14% more customers per employee. We are keeping our trucks and rolling stock in good working order. We have a well run system attested to by a national expert and the current rates will not sustain current services. She said she recently addressed a civic group about the impact of not having spring and fall cleanup. She said when these policies were adopted an immediate and significant decline in the amount of illegal dumping in the rural areas was seen. She said these two programs protect the rural areas from people dropping off items by the side of the road. She said the Sanitation System was a good system, well run and efficient, and rates are lower than many communities in the area and will remain lower. She strongly urged citizens to vote "yes" on March 1st.

*

Shop Norman. Councilmember Quinn said please remember to "Shop Norman."

*

Budget Update. Mr. Steve Lewis, City Manager, provided an overview of the FYE 2011 Budget. He said at this time our General Fund revenue during FYE 2011 to date is approximately \$37.9 million and our expenses are \$38.7 million. He said our sales tax collections in February which reflect December sales came and were not what we had hoped they would be and we are certainly not out of the woods yet. He said neither one of the recent snowstorms would be eligible for Federal Emergency Management Agency (FEMA) reimbursements and cleanup costs were approximately \$200,000.

*

Oklahoma Department of Transportation (ODOT) Environmental Assessment. Mr. Steve Lewis, City Manager, said the City was about to pass a federally required milestone with the release of the environmental assessment from ODOT regarding the three new interchanges along I-35 at Main Street, Lindsey Street, and State Highway Nine. ODOT will be conducting public hearings on the Environmental Assessments that should occur late March or early April. He said the first major construction project associated with all of these interchanges should be the Main Street Project and that should begin in early 2012. He said it was important for the community to be well represented at these public meetings.

* * * * *

ADJOURNMENT

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

YEAS:	Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal
-------	--

NAYES:	None
--------	------

The Mayor declared the motion carried and the meeting was adjourned at 9:20 p.m.

ATTEST:

City Clerk

Mayor



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 5

Text File Number: O-1011-41

Introduced: 1/11/2011 by Doug Koscinski, Current Planning
Manager

Current Status: Consent Item

Version: 2

Matter Type: Zoning Ordinance

Title

CONSIDERATION OF ORDINANCE NO. O-1011-41 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE LOTS 1-10, BLOCK 3; LOTS 1-9, BLOCK 4; LOTS 1-10, BLOCK 5; AND LOT 1, BLOCK 6, PRESIDENTIAL NO. 4 ADDITION, AND ALL OF LOTS 1-13, BLOCK 1, AND LOTS 1-6, BLOCK 2, PRESIDENTIAL NO. 3 ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT, AND REMOVE THE SAME FROM THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1801 JEFFERSON COURT AND 2681 JEFFERSON DRIVE)

ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1011-41 upon First Reading by title.

ACTION TAKEN: _____

Body

BACKGROUND: A resolution amending the 2025 Plan amendment designating this property for High Density Residential use was submitted with this rezoning item and will be considered by City Council on March 22, 2011. Because apartments are not an allowed use under the current commercial zoning, the applicant has submitted a request to rezone the property to RM-6, Medium Density Apartment District, which is the minimum necessary for the conversion of the existing buildings.

DISCUSSION: The development pattern in this area is a mixture of higher density apartment buildings, offices, and commercial uses, with the hotel site the largest non-residential use in the area. The zoning which has been granted to all of the nearby apartment complexes is identical to the zoning requested by this applicant, and would be compatible with the apartments that have been developed in this area.

STAFF RECOMMENDATION: Because the units were initially constructed with a residential appearance, the conversion from "commercial" to "residential" will not be visually apparent. Staff is able to support this request to rezone the property to RM-6, Medium Density Apartment District. By a vote of 7-0, the Planning Commission endorsed this rezoning request. No protests were filed. This ordinance along with the Land Use Plan Amendment will be submitted for Council's final consideration on March 22, 2011.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE LOTS 1-10, BLOCK 3; LOTS 1-9, BLOCK 4; LOTS 1-10, BLOCK 5; AND LOT 1, BLOCK 6, PRESIDENTIAL NO. 4 ADDITION, AND ALL OF LOTS 1-13, BLOCK 1, AND LOTS 1-6, BLOCK 2, PRESIDENTIAL NO. 3 ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT, AND REMOVE THE SAME FROM THE C-2 GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1801 JEFFERSON COURT AND 2681 JEFFERSON STREET)

- § 1. WHEREAS, 2681 Jefferson Street Holdings, L.L.C., the owner of the hereinafter described property, has made application to have the same placed in the RM-6, Medium Density Apartment District, and to have the same removed from the C-2, General Commercial 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 RM-6, Medium Density Apartment District, and to remove the same from the C-2, General Commercial District, to wit:

Lots 1-10, Block 3; Lots 1-9, Block 4; Lots 1-10, Block 5; and Lot 1, Block 6, PRESIDENTIAL NO. 4 ADDITION and all of Lots 1-13, Block 1, and Lots 1-6, Block 2, PRESIDENTIAL NO. 3 ADDITION, to Norman, Cleveland County, Oklahoma. This tract containing 4.88 acres, more or less (1801 Jefferson Court and 2681 Jefferson Street)

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

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2011.

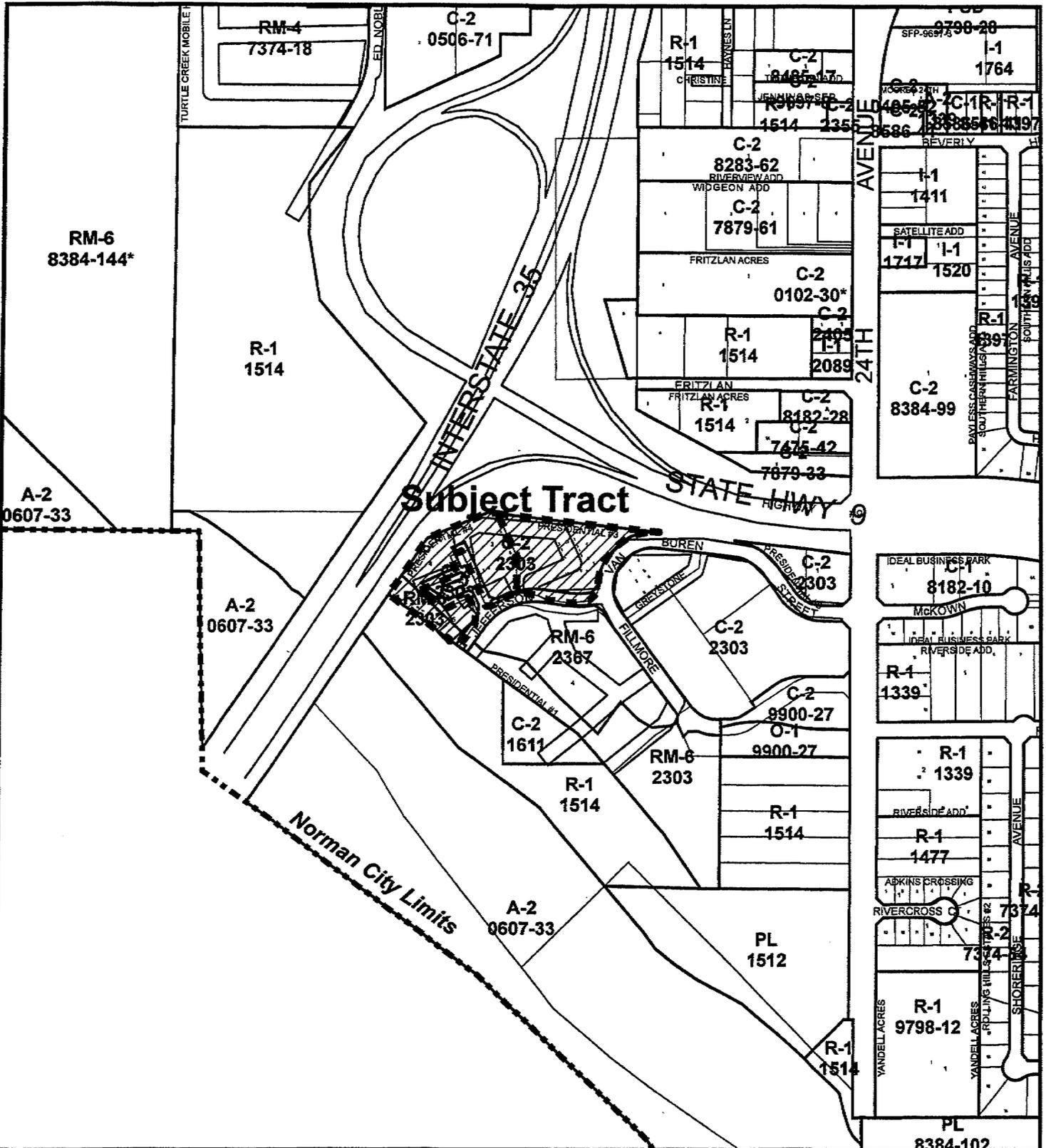
_____, 2011.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

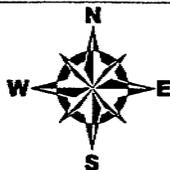


Location Map

O-1011-41
 Rezoning from C-2 to RM-6
 Owner/Developer: 2681 Jefferson Street
 Holdings, L.L.C.



Map Produced by the City of Norman
 Geographic Information System.
 (405) 366-5316
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



December 2, 2010
 0 250 500 Ft.

Zoning

ORDINANCE NO. O-1011-41

ITEM NO. 5b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	2681 Jefferson Street Holdings, L.L.C.
REQUESTED ACTION	Rezoning to RM-6, Medium Density Apartment District
EXISTING ZONING	C-2, General Commercial District
SURROUNDING ZONING	North: R-1 East: RM-6 and C-2 South: A-2 West: R-1 and A-2
LOCATION	Southeast Corner of I-35 and State Highway 9
SIZE	4.88 acres more or less
PURPOSE	Conversion to Apartments
EXISTING LAND USE	Marriott Residence Inn
SURROUNDING LAND USE	North: Highway 9 East: Norman Water Company South: Apartments West: Interstate 35

SYNOPSIS: This hotel was originally constructed in 1983 as an extended stay hotel, with multiple bedrooms, living rooms, and small kitchens. The Marriott Corporation is interested in selling the property, and the new owner would like to convert the property to residential use. That change requires rezoning to a multi-family designation. The agent for the new owner has requested that the parcel be rezoned to RM-6, Medium Density Apartment District.

ANALYSIS The units can be readily converted to typical residential use with minimal updating. Other apartments are nearby, and no off-site impacts are expected that would be significant.

OTHER AGENCY COMMENTS:

- **PUBLIC WORKS** The property is already platted, and no additional public improvements are needed to facilitate this change.
- **PARK BOARD** The Park Board is scheduled to meet on February 3, and is expected to make a decision to require "fee in lieu of" land dedication, as the property is fully developed.
- **GREENBELT COMMISSION** Because the site is fully developed, the Greenbelt Commission acknowledged few opportunities for new trails.

STAFF RECOMMENDATION: The property could obviously continue in its present configuration as a hotel, but can readily be converted to residential use due to surrounding land uses. Staff is able to support this rezoning request.

Item No. 5, being:

CONSIDERATION OF A REQUEST SUBMITTED BY 2681 JEFFERSON STREET HOLDINGS, L.L.C., FOR PROPERTY LOCATED AT 1801 JEFFERSON COURT AND 2681 JEFFERSON (CURRENTLY MARRIOTT RESIDENCE INN).

5a. RESOLUTION NO. R-1011-82

2681 JEFFERSON STREET HOLDINGS, L.L.C., REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1011-5) FROM COMMERCIAL DESIGNATION TO HIGH-DENSITY RESIDENTIAL DESIGNATION FOR PROPERTY LOCATED AT 1801 JEFFERSON COURT AND 2681 JEFFERSON (CURRENTLY MARRIOTT RESIDENCE INN).

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Pre-Development Summary
4. Greenbelt Commission Comments
5. Greenbelt Enhancement Statement

5b. ORDINANCE NO. O-1011-41

2681 JEFFERSON STREET HOLDINGS, L.L.C., REQUESTS REZONING FROM C-2, GENERAL COMMERCIAL DISTRICT, TO RM-6, MEDIUM DENSITY APARTMENT DISTRICT, FOR PROPERTY LOCATED AT 1801 JEFFERSON COURT AND 2681 JEFFERSON (CURRENTLY MARRIOTT RESIDENCE INN).

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report

PRESENTATION BY STAFF:

1. Mr. Kosciński reported that this project includes a Land Use Plan amendment, because they are changing the designation from commercial to high-density residential, and rezoning from C-2 to RM-6. The property is already developed and platted, so no platting is involved with this request. The entire tract will be designated for high-density residential use. Part of the property is still zoned multi-family from many years ago. The property was originally developed as an extended-stay hotel. It was subsequently purchased by Marriott, who has operated it that way. They are now interested in selling the property and the proposed owner would like to operate it as apartments, which would not be allowed under the existing commercial zoning. The property abuts Highway 9 and I-35. Further east are other commercial uses. To the south, immediately across the street, is multi-family zoning. There were no filed protests on this request. The buildings are existing and will not change, other than how they function.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, 136 Thompson Drive, representing the applicant – He was available to answer any questions. There are no planned improvements to this project. It is simply a change of use to accommodate a buyer.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Zev Trachtenberg moved to recommend adoption of Resolution No. R-1011-82 and Ordinance No. O-1011-41, the Site Development Plan and accompanying documentation, to the City Council. Andy Sherrer seconded the motion.

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

YEAS	Cynthia Gordon, Diana Hartley, Tom Knotts, Chris Lewis, Andy Sherrer, Zev Trachtenberg, Jim Gasaway
NAYES	None
ABSENT	Curtis McCarty, Roberta Pailles

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution NO. R-1011-82 and Ordinance No. O-1011-41, the Site Development Plan and accompanying documentation, to the City Council, passed by a vote of 7-0.

* * *



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 6

Text File Number: O-1011-42

Introduced: 1/11/2011 by Doug Koscinski, Current Planning
Manager

Current Status: Consent Item

Version: 1

Matter Type: Zoning Ordinance

Title

CONSIDERATION OF ORDINANCE NO. O-1011-42 UPON FIRST READING BY
TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE
CITY OF NORMAN SO AS TO PLACE PART OF THE WEST HALF OF THE
SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST
OF THE INDIAN MERIDIAN TO NORMAN, CLEVELAND COUNTY, OKLAHOMA,
IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND PART IN THE PUD,
PLANNED UNIT DEVELOPMENT, AND REMOVE THE SAME FROM THE A-2,
RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE
SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF
INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.)

ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1011-42 upon First Reading by title.

ACTION TAKEN: _____

Body

BACKGROUND. Two tracts are the subject of this rezoning request. Tract One is a ten-acre parcel at the northeast corner of Indian Hills Road and 48th Avenue NW, for which C-2 General Commercial is requested. Retail commercial uses of a general nature are proposed, including a possible gas station/convenience store at the immediate corner. Tract 2 is a thirty-acre tract that will be developed as single-family detached residences, utilizing a PUD designation.

DISCUSSION. The overall design for Foxworth Addition and an abutting rezoning request for Whispering Trails Addition were integrated with the previously approved Redlands Addition to provide connectivity between open spaces as well as full accessibility via public sidewalks to a future linear park that will allow pedestrian access from 48th Avenue NW to 36th Avenue without the need to exit the subdivisions. The overall density of this addition is compatible with nearby additions that have been approved. Tract Two is a single-family area with reduced lot sizes and setbacks, with the resulting density at 4.54 units per gross acre. The homes will be detached, with standard five-foot side yards. The front yard is reduced to fifteen feet, with garages at twenty feet to accommodate a standard automobile parked in front of the garage. Rear setbacks have been reduced to ten feet. Most lots are approximately fifty feet wide by 110 feet deep, although some lots are only 5,000 square feet in area. Due to the smaller lot size, the applicant has asked that building coverage be increased to seventy percent (R-1 maximum is forty percent), plus a slight increase in allowable total impervious area at eighty percent. Tract One, the commercial

request, has been designed with a common driveway for the interior lots rather than a public street. That driveway will incorporate curbside parallel parking, with buildings that are close to the sidewalk, in an effort to emulate a very urban streetscape. The Site Plan indicates buildings close to the front property line, with on-site parking located to the sides and rear of the buildings. Most parking is internally connected. No alleys are proposed, as shared internal circulation should make sanitation pickup possible.

STAFF RECOMMENDATION. Given the amount of residential development proposed in the immediate area, a commercial corner would be appropriate, and correlates to the commercial use that has been approved at the southeast corner of this same intersection. The PUD approach will allow some design flexibility that is counterbalanced by internal private open spaces. Staff is able to support the proposed commercial and PUD zoning for this tract, and recommends approval. The Planning Commission unanimously supported this amendment, by a vote of 7-0. No protests were heard at the public hearing.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND PART IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD EAST OF 48TH AVENUE N.W.)

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

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the C-2, General Commercial District, and to have the same removed from the A-2, Rural Agricultural District, to wit:

Tract 1 – Rural Agricultural to General Commercial

A parcel of land being a part of the West half of the Southwest quarter (W/2 SW/4) of Section 34, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at the SW/C of said W/2 SW/4; Thence North 00°18'46" West, along the West line of said W/2 SW/4, a distance of 661.83 feet;
Thence North 89°34'17" East, a distance of 659.26 feet;

Thence South 00°21'08" East, along said East line, a distance of 661.30 feet to the South line of said W/2 SW/4;

Thence South 89°31'30" West, along the South line of said W/2 SW/4, a distance of 659.71 feet to the Point of Beginning

Containing 10.02 acres, more or less

- § 5. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the PUD, Planned Unit Development District, and to have the same removed from the A-2, Rural Agricultural District, to wit:

Tract 2 – Rural Agricultural to Planned Unit Development

A parcel of land being a part of the West Half of the Southwest Quarter (W/2 SW/4) of Section 34, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the SW/C of said W/2 SW/4; Thence North 00°18'46" West, along the West line of said W/2 SW/4, a distance of 1,323.66 feet to the Point of Beginning;

Thence continuing North 00°18'46" West, a distance of 1,323.67 feet to the NW/C of said SW/4;

Thence North 89°42'41" East, along the North line of said SW/4, a distance of 1,315.79 feet to the NE/C of said W/2 SW/4;

Thence South 00°23'30" East, along the East line of said W/2 SW/4, a distance of 660.76 feet;

Thence South 89°39'53" West, a distance of 658.35 feet;

Thence South 00°21'08" East, a distance of 661.30 feet;

Thence South 89°37'05" West, a distance of 658.80 feet to the Point of Beginning.

Containing 29.98 acres, more or less

- § 6. 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 Planned Unit Development (PUD) Narrative approved February 10, 2011, and supporting documentation submitted by the applicant and approved by the Planning Commission.

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

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2011.

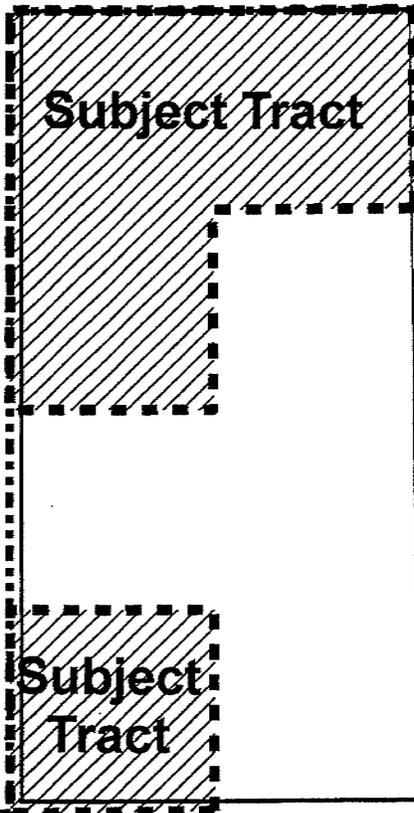
_____, 2011.

Mayor

Mayor

ATTEST:

City Clerk



Norman City Limits

A-2
1339

48TH AVE NW

PUD
0910-14

INDIAN HILLS RD

A-2
1339

A-2
1339

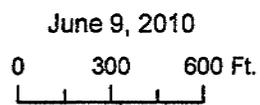
R-1
1339

Location Map

O-1011-42
Rezoning from A-2 to PUD and C-2
Owner/Developer: Foxworth
Developers, L.L.C.
Engineer/Surveyor: SMC Consulting
Engineers, P.C.



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.



Zoning

ORDINANCE NO. O-1011-42

ITEM NO. 6b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Foxworth Developers, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District for Tract 2 and Rezoning to C-2, General Commercial District for Tract 1
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: (Moore – low density) East: R-1 South: PUD West: (OKC – AA Agricultural) (Cleveland County – no zoning)
LOCATION	North side of Indian Hills Road and east of 48 th Avenue N.W.
SIZE	Tract 1 – 10.02 acres more or less Tract 2 – 29.98 acres more or less
PURPOSE	Subdivision development
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Vacant East: Vacant South: Vacant West: OK National Guard facility

SYNOPSIS: The developer owns two tracts that have been designed in concert with the intervening and adjacent property owners, so that the subdivisions have been integrated and function together. Tract One is a ten-acre parcel at the northeast corner of Indian Hills Road and 48th Avenue NW, for which C-2 General Commercial is requested. The remaining thirty acre tract is proposed as a single-family area, but will be regulated via a Planned Unit Development zoning district to accommodate some variance in lot size and design.

ANALYSIS: The particulars of this PUD include:

1. **USE** Tract One is proposed for retail commercial uses of a general nature, including a possible gas station/convenience store at the immediate corner. The developer's intention is to utilize a common driveway for the interior lots rather than a public street, so that the buildings can be brought close to the "street" which will incorporate parallel curb-side parking. Covenants have been submitted requiring cross-access on the "street" and between lots to enhance the integration of the development.

Tract Two is a single-family area with reduced lot sizes and setbacks, with the resulting density at 4.54 units per gross acre. The homes will be detached, with standard five-foot side yards. The front yard is reduced to fifteen feet, with garages at twenty feet to accommodate a standard automobile parked in front of the garage. Rear setbacks have been reduced to ten feet. Most lots are approximately fifty feet wide by 110 feet deep, although some lots are only 5,000 square feet in area. Due to the smaller lot size, the applicant has proposed building coverage to be increased to seventy percent (R-1 maximum is forty percent), plus a slight increase in allowable total impervious area at eighty percent.

2. **OPEN SPACE** Due to the presence of two pipeline easements along 48th Avenue, additional right-of-way has been proposed, part of which will become a common open space element that will serve as additional buffer area for the homes which back up to 48th Avenue. A large open space starts just east of the subdivision entrance, and forms a spine that crosses the entire subdivision. Part of the area will serve as a detention pond, with part as active play area. In total, open space amounts to 3.0142 acres, and comprises 10.07% of the subdivision, which meets the PUD requirement. Fifty-one of the 136 lots abut some type of open space (37% of the total number of lots).
3. **PARKING** Each home will have a two-car garage, with two spaces outside of the garage. Lots that are at least fifty feet wide will accommodate some on-street guest parking in front of each unit.
4. **PHASES** The applicant has indicated that phasing will start at the north end of the subdivision and proceed south. The applicant has been advised that no final plat, especially the first phase, may be submitted until the outer loop alignment can be deleted in the 2025 Plan. That discussion is currently ongoing at ACOG.

ALTERNATIVES/ISSUES:

- **IMPACTS** The proposed commercial area aligns with a similar commercial area previously approved with the J & J Addition at the southeast corner of the intersection, and is more than sufficient in size to provide service to this emerging area. The residential component of this request is similar in density to nearby additions that have been approved, as well as the residential developments outside of Norman's city limits.

- **SITE PLAN** The site plan for the commercial area indicates some of the elements of the recently adopted Mixed Use District, including side-yard parking, cross access, on-street parking, and proximity to the front property line, but without the upstairs residential usage. If the developer controls the overall development, the area may prove to be attractive to pedestrians from the nearby residential areas.
- **ACCESS** The residential portion of this addition will have direct access to 48th Avenue. Access to Indian Hills Road will only occur via the proposed abutting Whispering Trails Addition. The location and separation of the commercial driveways is an unresolved issue with the Traffic Engineer, who hopes to address that topic before the Commission's meeting.

OTHER AGENCY COMMENTS:

- **PARK BOARD** In addition to the three acres of private open space within the subdivision, the applicant has agreed to purchase additional land further east for a public park that will extend from the east side of Redlands Addition (immediately east) over to 36th Avenue NW.
- **GREENBELT COMMISSION** Expressed support for the future public park, which will have trails that connect to the public sidewalks within all of these additions, and provides an alternative pathway over to 36th Avenue.
- **PUBLIC WORKS** There are some remaining traffic-related issues that Staff anticipates resolving before the February 10 meeting.

STAFF RECOMMENDATION: The overall design for Foxworth Addition and Whispering Trails Addition were integrated with the previously approved Redlands Addition to provide connectivity between open spaces as well as full accessibility via public sidewalks to a future linear park that will allow pedestrian access from 48th Avenue NW to 36th Avenue without the need to exit the subdivisions. The overall density of this addition is compatible with nearby additions that have been approved. Staff is able to support the proposed commercial and PUD zoning for this tract, and recommends approval.

FOXWORTH ADDITION

Norman, Oklahoma

SASSAN K. MOGHADAM

Developer

A PLANNED UNIT DEVELOPMENT
APPLICATION FOR REZONING AND
PRELIMINARY DEVELOPMENT
PLAN/PLAT

10 January 2011

TABLE OF CONTENTS

COVER LETTER

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/EXISTING PROPERTY CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Single-Family Residential Community
- B. Open Space and Green Space
- C. Traffic Access/Circulation/Parking/Sidewalks
- D. Development Phasing

EXHIBITS

- A. Proposed Preliminary Plat
- B. Proposed Preliminary Conceptual Landscape Plan
- C. Proposed Open Space Diagram
- D. Proposed Preliminary Phasing Plan

I. INTRODUCTION

This Planned Unit Development (the “**PUD**”) is being submitted for the sustainable development of the Foxworth Addition (the “**Addition**”) in the City of Norman, Oklahoma. The Addition encompasses 39.91 acres located generally at the north side of West Indian Hills Road and the east side of 48th Ave. NW (the “**Property**”). This PUD is intended to provide for greater flexibility in the careful design of the residential lots, homes, open space, utilities, drainage, recreational amenities, and circulation within the Addition. Upon completion, the PUD will provide more sustainable and environmentally friendly designs for open areas than would otherwise be attainable under conventional practices and regulations of the development guidelines of the City of Norman.

The PUD is intended to allow that necessary flexibility in order to create a distinctive open space and environmentally friendly development. Therefore, flexibility in the design and construction of roads and lot sizes is critical. This efficient compaction of developed areas within the property will allow for large amounts of natural open space

This PUD will enhance the typical R-1 zoning provisions to allow for planning guidelines as further set forth herein. This PUD District will allow the necessary flexibility to create an affordable and highly desirable open-space community featuring a variety of family units, enhanced open space areas, and traffic calming circulation patterns.

In order to accomplish these goals, the applicant hereby requests a rezoning of the Property. The Property is comprised of two detached parcels, one to the north and one to the south. The rezoning being requested is for a Planned Unit Development (PUD) for the northern portion of the Addition, and C-2 General Commercial District for the southern portion of the Addition. The Applicant is submitting a Rezoning Application/Preliminary Site Development Plan and Preliminary Plat for approval.

II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Northern parcel of FOXWORTH Addition is bordered on the north by the City of Moore and is currently raw land. To the west of the FOXWORTH Addition is the section line road of 48th Av. NW. To the South of the southern parcel of the Addition is the section line road of Indian Hills Road. In between the two parcels is raw farm land, all of which is being engaged in development through proposed preliminary plats by others.

B. Existing Land Use and Zoning

The Property is currently zoned A-2 Rural Agricultural. The Property is currently unimproved and vacant and has no active uses except tilled crop land. No buildings or structures exist on the property.

C. Elevation and Topography

The Property primarily consists of relatively low slope raw land, and therefore presents a good opportunity to carefully design and implement sustainable development methodologies so that the historical runoff patterns can be taken advantage of within the completed development. The end result of such strategies will be additional open space and a more natural and beautified residential experience in a sustainable framework. No portion of the Property is in the 100-year flood plain.

D. Drainage

A Drainage Impact Analysis has been prepared to better illustrate the detention requirements that are required and the solutions planned. This Addition is intended to be designed and developed substantially under the established principals of sustainable low impact development. Such strategies include minimizing sub-surface drainage systems in the design/layout to encourage maximum efficiency in filtration of runoff water and decrease in velocity of runoff as it travels through the Addition and beyond.

A primary goal of the sustainable low impact designs will be to nurture drainage areas to grow and develop into ideal filtration and drainage mechanisms – all within the Property. Such filtration will clean the runoff naturally and provide much more improved quality of water runoff than would be provided from runoff through improved artificial surfaces. In addition, the natural systems encompassing large areas of permeable natural ground will allow the storm water to naturally filter back into the ground aquifer, rather than wash off the surface and into storm drains and sewers where City infrastructure must accommodate the volume.

Consequently, storm sewer infrastructure will be minimized using natural methods of taking advantage of the natural topography to manage, control, and direct the runoff.

Primary objectives of this sustainable low impact development is to assist our community in protecting aquatic resources, water quality, and the natural hydrology of the regional watershed as development takes place. Most rainfall infiltrates to the ground, is absorbed by vegetation, or evaporates to the atmosphere. Therefore, this PUD will use sustainable low impact strategies to treat and infiltrate storm water runoff close to where it originates. The large interior natural area will capture much of the storm water within the Property. In order to best accomplish this, lots will be planned densely in areas of the Addition in order to protect large natural areas, which also serve as open space for recreation.

E. Utility Services

Many of the required utility systems for the project (including water, gas, telephone, and electric) are currently being developed in relatively nearby proximity to the Property, as this area of Norman is experiencing multiple nearby plat proposals. Sanitary sewer service may be located at the rear of lots where low impact design principals, and/or the location of City of Norman mains, might necessitate such a case.

F. Fire Protection Services

Fire protection services will be provided by the City of Norman Fire Department and by developer installed fire hydrants at locations per the City of Norman regulations for such.

G. Traffic Circulation and Access

Primary vehicular access to the Property will be provided by way of the adjacent 48th Ave NW and Indian Hills right of ways. Calming devices will be utilized as put forth through the recommendations of the traffic report that is submitted simultaneous to this PUD.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Single-Family Residential Community

The Addition will consist of residential housing with roughly 136 residential lots within 29.93 acres in the Planned Unit Development, and roughly 11 lots within the 9.99 acres in the C-2 General Commercial portion of the Addition.

1. Housing Construction

Homes in the PUD will be standard construction, single family, detached homes with a minimum 5-foot side yard. The minimum front yard set back requirements will be 15 feet and the minimum rear set back requirement will be 10 feet, with the allowance for uncovered patios to extend to the rear property line, except where conflicts with utility easement. Houses will be of standard wood frame construction, and will not exceed three stories in height. Garages will observe a minimum setback of twenty (20) feet.

The minimum square foot area requirements for structures in the Addition shall be 850 square feet. This minimum figure is for living space and is exclusive of garages, covered and open porches, basements, detached structures, and breezeways.

All the roofs shall be completed using shingles with a minimum weight of 210 pounds per square and shall be “weathered-wood” (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 on 12.

The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood shingles or other material, which will blend together with the masonry.

Coverage on each lot of floor area of the residential dwelling structure will not exceed 70% of the lot area. Coverage on each lot of total impervious area will not exceed 80% of the lot area.

2. Signage

The entrances to the Addition as located at the section line roads of 48th Ave. NW and Indian Hills Road may contain entryway signs and associated walls, fences and decorative features that will identify the Addition. The signs will conform to current City signage requirements (16 square feet per sign). The signs may be lighted and landscaped with appropriate vegetation and planter boxes designed so as not to interfere

with traffic sight lines. Vegetation may also be located in traffic-calming devices in the Addition.

3. Fencing

A fence will be constructed along the rear lot lines of the residential lots that are located along 48th Ave NW. Construction material may be a combination of masonry, metal/iron, and/or wood. Construction of fencing may be phased along with the development of the PUD. The fence along the 48th Ave. NW right of way will be owned by the Property Owners Association “POA”.

4. Amenities

The Addition is planned to feature a large private interior open space with walking and jogging trails. These trails are planned to be of varying widths and styles, from unpaved natural type with minimal artificial improvement to constructed trails of hard paved surface.

Park land will be provided as required per the City of Norman ordinances. The proposed parkland will be dedicated through lands situated east of abutting Redlands subdivision, with such layout and dedication as per proposed to the Board of Parks Commissioners.

5. Sales Trailers

No more than one temporary trailers (manufactured units will meet City code) will be allowed for use by sales representatives for the new homes being built in the Addition. The facility will have a reasonable parking area for customers per City specifications. The trailers will be removed 12 months from the date they are placed on the Property. The trailer will be located within 500 feet of the Addition entrance.

B. Open space and green space

A large open space area is located throughout the center of the northern residential Addition. Open space totals 3.0142 acres in the Addition, or 10% of the total northern residential Addition land area.

Coverage ratio for each home lot may be as much as 80% coverage, which will allow for more open space to be provided in the common area of the Addition where the important low impact drainage principals will be featured.

A homeowners association will be formed in order to provide a tool to manage the common areas of the Addition and to provide heightened governance of the residents and construction within the Addition.

All lighting over any common area will be shielded from adjacent single-family homes and will have 20-foot tall poles. Decorative street lights will be allowed within the PUD, in the common areas, and along the streets of the PUD.

C. Traffic access/circulation/parking/sidewalks

The PUD will have public streets to serve all lots. The access to the PUD will be from the adjacent section line roads. No private gates are planned. Landscape buffers will accommodate all City of Norman traffic department sight triangle requirements. All internal streets will have adequate circulation necessary for the fire department and City Waste Management Services.

A five-foot wide City sidewalk will be provided along 48th Ave. NW and Indian Hills Road, constructed to City of Norman Standards.

D. Development Phasing

The project may be developed in phases. Market demand will be the determining factor in the number of units constructed. A phasing diagram is attached hereto. Phase one will include the main subdivision entering onto 48th Avenue. No final plat for any part of the addition that is within the proposed outer loop area on Norman 2025 will be submitted for acceptance until the outer loop alignment is deleted from the 2025 Land Use Plan or is resolved to be deleted from said location by City Council in an amendment to Norman 2025 Plan.

EXHIBIT B
Proposed Preliminary Conceptual Landscape Plan

FOXWORTH ADDITION
NORMAN, OKLAHOMA

CONCEPTUAL LANDSCAPE PLAN

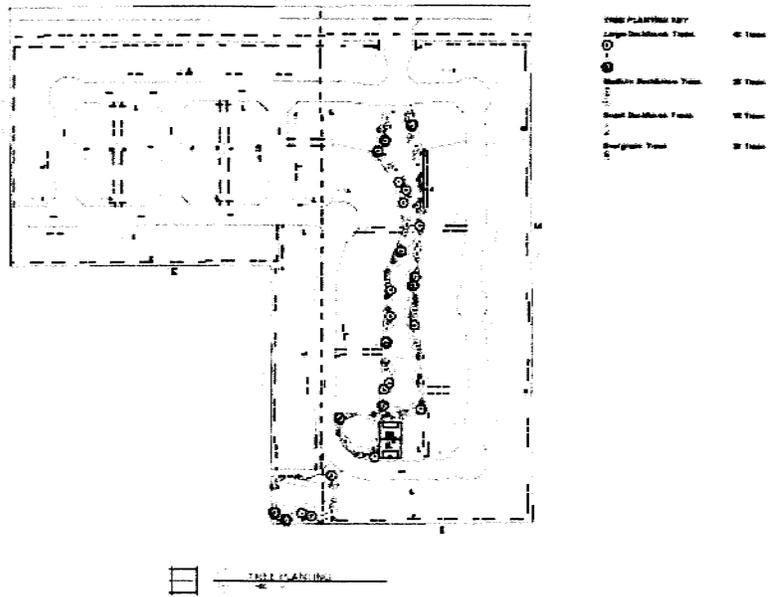
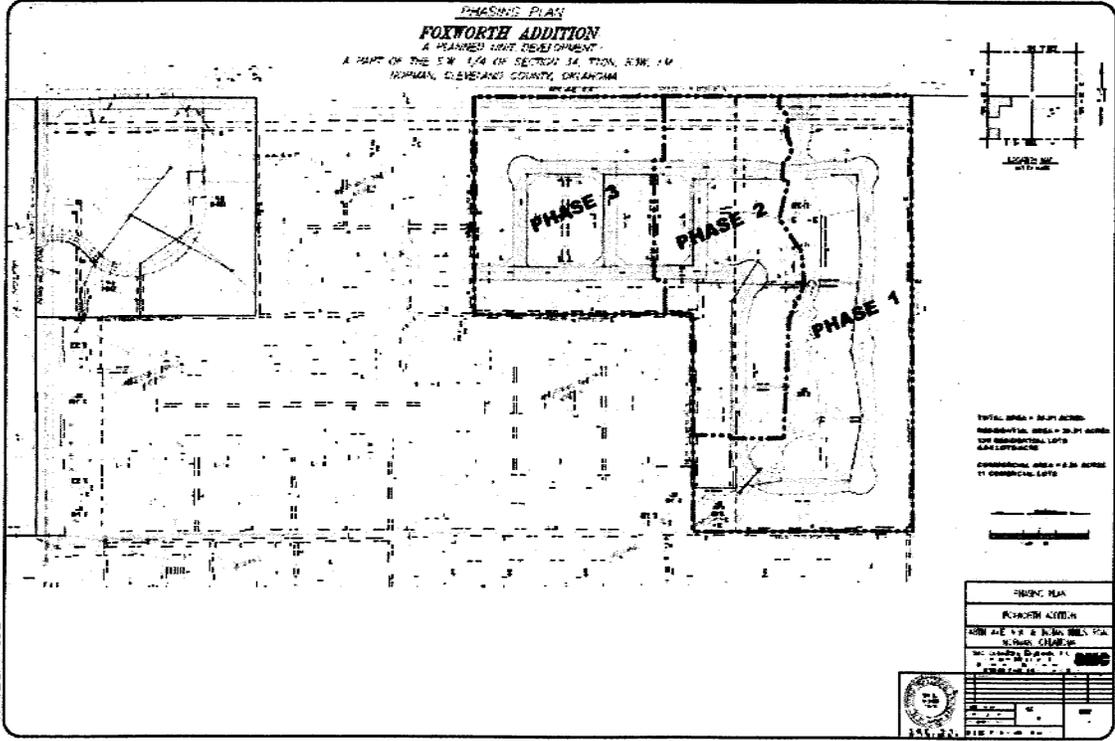


EXHIBIT D
Proposed Preliminary Phasing Plan



Item No. 6, being:

CONSIDERATION OF A REQUEST SUBMITTED BY FOXWORTH DEVELOPERS, L.L.C., FOR PROPERTY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.

6a. RESOLUTION NO. R-1011-83

FOXWORTH DEVELOPERS, L.L.C., REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1011-6) FROM FUTURE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA FOR THE ENTIRE PROPERTY AND FROM LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR TRACT 1, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report

6b. ORDINANCE NO. O-1011-42

FOXWORTH DEVELOPERS, L.L.C., REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR TRACT 2 AND FROM A-2, RURAL AGRICULTURAL DISTRICT, TO C-2, GENERAL COMMERCIAL DISTRICT, FOR TRACT 1, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative
4. Gateway Park and Trails Conceptual Design

6c. PP-1011-10

CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY FOXWORTH DEVELOPERS, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR FOXWORTH ADDITION, GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Plan (Commercial)
6. Phasing Plan
7. Open Space Exhibit
8. Request for Alley Waiver (Commercial)
9. Gateway Park and Trails Conceptual Design
10. Greenbelt Commission Comments
11. Greenbelt Enhancement Statement
12. Pre-Development Summary

PRESENTATION BY STAFF:

1. Mr. Koscinski indicated that his presentation would consider these items, as well as the next set of items, because they were designed together. The tract started as an 80-acre tract, but the two projects have separate owners. The design is integrated

between the two projects. The whole area is currently designated for Future Urban Service Area, and the request is to change it to Current Urban Service Area because sewer lines and water lines are being extended to this area. These are the next two pieces as developers in this area are making preliminary designs to use the sewer lines that are being extended into this area. One engineer has been successful in integrating all of these project designs. Foxworth is requesting PUD zoning on the residential uses and C-2 for the commercial corner. The tract is largely vacant and is at the northwest edge of Norman. It has been farmed as a field and is relatively flat. North of the tract is Moore and west of the tract is Oklahoma City. Redlands Addition abuts the property on the east. Staff is supportive of the commercial area, because as this area grows and develops with residential uses, there will be some demand for commercial services. There is similar commercial zoning on the south side in the J&J Addition. The applicant is trying to minimize the roads in the commercial area and integrate the design. The PUD approach has reduced setbacks with a lot of open space. Whispering Trails does the same thing, except their density is a little bit higher, and it is a residential use only. Staff supported both applications, the commercial, the Plan changes, and the integration of the projects. This will allow pedestrian movement through the subdivision, through Redlands, ultimately to a new very large neighborhood park further east. The Greenbelt Commission commented on the park. There were no filed protests on either application.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, 136 Thompson Drive, representing the applicant – There are four or more developers working together in this area of Norman: J&J Properties to the south, Foxworth, Whispering Trails, Redlands, and further to the east is an area owned by other developers that is in the works and will integrate with these developments. The north piece of this proposal is residential. It is a Planned Unit Development with a large interior open space that comes right off the entry. To the south is the commercial corner. The streets connect from Foxworth to Whispering Trails. The open space across the north of the property connects to a corner open space area that connects to open space in Whispering Trails. There will be landscaping throughout the open spaces. The commercial corner is at Indian Hills and 48th Avenue N.W. The entry to the commercial area will align with the entry to J&J Properties, and some of the same concepts will be used in the development, bringing the buildings right up to the street with some parallel parking and restrictive covenants that govern how the sites and buildings will be developed, so it is coordinated between the different parcels. The park is four or five developers coming together to create a Gateway Park at the northern point of Norman. The park is an off-site solution expanding over to 36th Avenue N.W. where you can connect with Legacy Trail to the south. The Greenbelt Commission was excited about this, and the Parks Board was also excited about this proposal.

2. Mr. Trachtenberg asked about the Proposed Outer Loop with relation to these projects. Mr. Kosciński responded that the current long range plan shows a continuation of what was supposed to be the Outer Loop across the entire northern tier of Norman. Redlands was previously approved with the stipulation that they could not develop that area until that issue is dealt with by the City. It is a region-wide issue that is currently working its way through the process. We do not have an answer. The first phase of Foxworth is shown in the Outer Loop area; staff's recommendation is that development cannot occur until the Plan has been dealt with. Everyone is under the

assumption that the Outer Loop alignment will go away, but no development can occur in the northern area (approximately 700') until it does. The Whispering Trails tract just barely touches the Outer Loop, but is not impacted by it. Mr. Rieger added that there is a brand new residential development in Oklahoma City on the west side of 48th Avenue where the alignment would go through. He does not believe that Oklahoma City would allow the alignment as currently shown.

3. Mr. Trachtenberg asked for clarification of the location for Gateway Park. Mr. Rieger explained that Redlands is the property to the east of Foxworth and Whispering Trails. The open space piece on the west of Gateway Park is the northeast corner of Redlands. The park goes east from there along the northern city limit to 36th Avenue N.W. and continues on the east side of 36th Avenue to I-35. The property for the park will be purchased by several developers and be dedicated to the City as park.

4. Mr. Trachtenberg asked why there is a separation between the commercial area and the neighborhoods. If he lived just across the property line from the commercial area, he would probably have to get in his car and drive north to get to Foxworth to drive down 48th to the commercial area, or drive east and down to Indian Hills. Mr. Rieger said they think there is connectivity through the sidewalk system and that is adequate.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chris Lewis moved to recommend adoption of Resolution No. R-1011-83, Ordinance No. O-1011-42, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for FOXWORTH ADDITION, with an alley waiver for the commercial area, to the City Council. Diana Hartley seconded the motion.

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

YEAS	Cynthia Gordon, Diana Hartley, Tom Knotts, Chris Lewis, Andy Sherrer, Zev Trachtenberg, Jim Gasaway
NAYES	None
ABSENT	Curtis McCarty, Roberta Pailles

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-1011-83, Ordinance No. O-1011-42, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for FOXWORTH ADDITION, with an alley waiver for the commercial area, to the City Council, passed by a vote of 7-0.

* * *



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 7

Text File Number: O-1011-43

Introduced: 1/11/2011 by Doug Kosciński, Current Planning

Current Status: Consent Item

Version: 1
Manager

Matter Type: Zoning Ordinance

Title

CONSIDERATION OF ORDINANCE NO. O-1011-43 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.)

ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1011-43 upon First Reading by title.

ACTION TAKEN: _____

Body

BACKGROUND. The applicant owns approximately forty acres adjacent to 48th Avenue NW and Indian Hills Road, and has submitted a request to develop the property as single-family detached dwellings, and to grant a Planned Unit Development zoning that proposes smaller lots with reduced setbacks in order to build a single-family detached residential subdivision with several open space areas within the development.

DISCUSSION. This PUD proposes 211 single-family detached dwellings on this forty-acre tract, for a net density of 5.28 dwellings per gross acre, higher than typically seen in single-family developments. Side yard setbacks will remain at the standard five-foot requirement common in all residential developments, although the front yard has been reduced to twenty feet, and the rear is proposed at fifteen feet. Typical lots in this subdivision are 40 feet wide by 110 feet deep (4400 square feet), although there are some that are smaller. The development includes several open spaces scattered throughout the subdivision, totaling 4.0792 acres, over ten percent of the entire tract. That amount meets the minimum required for residential PUD's. Public park land is also proposed to the northeast of the abutting subdivision to the east, and the applicant intends to purchase his proportionate share of the proposed larger park to the east. Large detention ponds across the front of the subdivision (adjacent to Indian Hills Road) will provide additional buffering from the arterial roadway. Pipeline easements along 48th Avenue will offer a similar, though smaller, buffer. The applicant proposes to phase the development starting from the south, with a major entrance off Indian Hills Road. The last phase will provide a connection to 48th Avenue NW.

STAFF RECOMMENDATION: Staff is able to support this PUD request, as the overall density is within the range of low-density developments identified in the 2025 Plan (3-6 units per acre). Several open spaces throughout the subdivision offer recreational and buffer opportunities. Staff recommends approval of this rezoning request, along with the PUD narrative and supporting documents. The Planning Commission unanimously supported this request, by a vote of 7-0. No protests were heard at the public hearing.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD EAST OF 48TH AVENUE N.W.)

- § 1. WHEREAS, Shaz Investment Group, L.L.C., the owners of the hereinafter described property, have made application to have the same placed in the PUD, Planned Unit Development District, and to have the same removed from the A-2, Rural Agricultural District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should 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 have the same removed from the A-2, Rural Agricultural District, to wit:

A parcel of land being a part of the West Half of the Southwest Quarter (W/2 SW/4) of Section 34, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the SW/C of said W/2 SW/4; Thence North 00°18'46" West, along the West line of said W/2 SW/4, a distance of 661.83 feet to the Point of Beginning;

Thence continuing North 00°18'46" West, a distance of 661.83 feet'

Thence North 89°37'05" East, a distance of 658.80 feet;

Thence North 00°21'08" West, a distance of 661.30 feet;
Thence North 89°39'53" East, a distance of 658.35 feet to a point on the East line of said W/2 SW/4;
Thence South 00°23'30" East, a distance of 1,982.29 feet to the SE/C of said W/2 SW/4;
Thence South 89°31'30" West, along the South line of W/2 SW/4, a distance of 659.71 feet;
Thence North 00°21'08" West, a distance of 661.30 feet;
Thence South 89°34'17" West, a distance of 659.26 feet to the Point of Beginning.
Containing 40.01 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 Planned Unit Development (PUD) Narrative approved February 10, 2011, 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 _____, 2011.
Mayor

NOT ADOPTED this _____ day of _____, 2011.
Mayor

ATTEST:

City Clerk

ORDINANCE NO. O-1011-43

ITEM NO. 7b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Shaz Investment Group, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: A-2 East: R-1 South: PUD West: (OKC – AA Agricultural)
LOCATION	North side of Indian Hills Road and east of 48 th Avenue N.W.
SIZE	40.01 acres more or less
PURPOSE	Single-Family subdivision
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Vacant East: Vacant South: Vacant West: Vacant

SYNOPSIS: The applicant has submitted a request for a Planned Unit Development that proposes smaller lots with reduced setbacks in order to build a single-family detached residential subdivision with several open space areas within the development.

ANALYSIS: The particulars of this PUD include:

1. USE The applicant proposes to develop 211 single-family detached dwellings on his forty acre tract. Side yard setbacks will remain at the standard five-foot requirement common in all residential developments, although the front yard has been reduced to twenty feet, and the rear is proposed at fifteen. Typical lots are 40 feet wide by 110 feet deep (4400 square feet), although there are some that are smaller.

7b-3

2. **OPEN SPACE** The development includes several open spaces scattered throughout the subdivision, totalling 4.0792 acres, yielding 10.2% of the entire tract. That amount meets the minimum required for residential PUDs. Public park land is also proposed to the northeast of the abutting subdivision to the east, and the applicant intends to purchase his proportionate share. Large detention ponds across the front of the subdivision (adjacent to Indian Hills Road) will provide additional buffering from the arterial roadway. Pipeline easements along 48th Avenue will offer a similar, though smaller, buffer.
3. **PARKING** The density proposed is 5.28 dwellings per gross acre, higher than typically seen in "standard" developments. Two on-site parking spaces are provided in the garage, plus a double-wide driveway in front of the garage. The typical lot layout shows driveways arranged to a specific side of each lot, so that a small amount of on-street guest parking could still be available.
4. **PHASES** The applicant proposes to phase the development starting from the south, with a major entrance off Indian Hills Road. The last phase will provide a connection to 48th Avenue NW.

ALTERNATIVES/ISSUES:

- **IMPACTS** The slightly higher density proposed will allow for a range of home sizes in the area, and thus provide opportunities for homes in the area to target different price points rather than each subdivision being targeted to similar markets. No adverse impacts should result, as the housing type (single family detached) is similar amongst all of the nearby developments.
- **ACCESS** Ultimately, two entrances will serve this addition, which will connect to abutting developments to the north and east.
- **CONNECTIVITY** Public sidewalks will connect all lots to all internal open spaces and nearby commercial areas, although direct internal walkways to the commercial area have not been proposed.

OTHER AGENCY COMMENTS:

- **PARK BOARD** The Park Board endorsed the concept of a linear public park to the east of this development, to which the applicant will contribute his proportional share.
- **PUBLIC WORKS** There are some traffic concerns that remain unresolved, but the applicant is working to address those before the February 10 Planning Commission meeting.
- **GREENBELT COMMISSION** The Greenbelt Commission endorsed the idea of a linear park with trail access that will connect to 36th Avenue (and beyond). They also suggested pedestrian connectivity to the commercial development in the abutting subdivision, but were unable to facilitate that connection.

STAFF RECOMMENDATION: Staff is able to support this PUD request, as the overall density is within the range of low-density developments identified in the 2025 Plan (3-6 units per acre). Several open spaces throughout the subdivision offer recreational and buffer opportunities. Staff recommends approval of this rezoning request.

WHISPERING TRAILS ADDITION

NORMAN, OKLAHOMA

A PROJECT BY SHAZ INVESTMENT GROUP, LLC

PLANNED UNIT DEVELOPMENT
APPLICATION FOR REZONING AND
PRELIMINARY DEVELOPMENT
PLAN/PLAT

10 January 2011

PREPARED BY:

THE RIEGER LAW GROUP
Attn: Sean Paul Rieger
S.P. Rieger, PLLC
136 Thompson Drive
Norman, Oklahoma 73069-5245

TABLE OF CONTENTS

- I. INTRODUCTION
 - Background and Intent

- II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS
 - A. Location
 - B. Existing Land Use and Zoning
 - C. Elevation and Topography
 - D. Drainage
 - E. Utility Services
 - F. Fire Protection Services
 - G. Traffic Circulation/ Access

- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
 - A. Single-Family District
 - B. Miscellaneous Development Criteria

EXHIBITS

- A. Proposed Preliminary Plat
- B. Proposed Typical Residential Lot development
- C. Proposed Open Space Plan
- D. Proposed Conceptual Landscape Plan
- E. Proposed Preliminary Phasing Plan

I. INTRODUCTION

This WHISPERING HILLS ADDITION project (the “**Addition**”) is proposed as a Planned Unit Development of 39.94 acres, in Ward 8 of the City of Norman, within the Section north of Indian Hills Road, and east of 48th Avenue NW, as shown on attached **EXHIBIT A**. The Addition will be developed by the Shaz Investment Group, LLC, and will provide single family residential lots.

The Applicant is requesting an amendment to the 2025 land use plan, and a rezoning of the property to Planned Unit Development (PUD), and is submitting a Rezoning Application, Preliminary Development Plan and Preliminary Plat.

This PUD District will allow the necessary greater flexibility in design to create a more efficient use of the land than would otherwise be attainable under conventional practices and regulations of the development guidelines of the City of Norman. Therefore, flexibility in the design and construction of roads and lot sizes will help to provide a more efficient neighborhood concept.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Addition is located generally in an area just north of Indian Hills Road and just east of 48th Avenue NW.

B. Existing Land Use and Zoning

The property is currently zoned A-2 Rural Agricultural District. The site is currently primarily raw land, with the only use being agricultural crop land. No buildings or habitable structures exist on the property. Norman 2025 has the site Land Use shown as Future Urban Service Area for Low Density Residential. To the south of the Addition is the recently approved J&J Properties Addition preliminary platted land. To the west of the Addition, across 48th Ave. NW, and in the Oklahoma City limits, is a Free Will Baptist Church surrounded by other raw land parcels. To the north of the Addition is raw land. To the east of the Addition is recently approved preliminary platted land for residential home sites. The Addition lies within the Moore School District.

C. Elevation and Topography

The site consists of generally of low slope and is currently farmed crop land. Generally the site drains to the east-southeast. No portion of the site is in the FEMA 100-year flood plain.

D. Drainage

A Drainage Impact Analysis has been prepared to illustrate the detention requirements that are set forth and the solutions planned.

E. Utility Services

Many of the required utility systems for the project (including water, sewer, gas, telephone and electric) are currently located in relatively near proximity to the Addition and will be extended to the Addition in a coordinated manner. The north side wastewater interceptor project is underway and an extension thereof is scheduled to be installed in near proximity to the Addition. This extension of the wastewater sewer system will serve the Addition.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by Owner provided building sprinkler systems where required by building codes in individual structures.

G. Traffic Circulation and Access

Primary vehicular access to the site will be provided by way of the section line roads that border the Addition, specifically that being Indian Hills Road from the south, and 48th Ave. NW from the west. The Norman 2025 Transportation Plan indicates the section line road of Indian Hills Road to be an Urban Principal Arterial, and Norman 2025 does not classify the western section line road of 48th Ave. NW.

As proposed, the Addition will have one (1) right of way intersection on each section line road.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Addition is comprised entirely of single family residential lots and open spaces. The Exhibits attached hereto are incorporated herein by reference and further depict the development plans.

The Planned Unit Development regulations herein are placed upon the development of this Addition. Certain City of Norman zoning districts are referred to as part of this PUD. For purposes of interpretation of this PUD, the controlling language and regulations of such zoning districts shall be the language and regulation applicable to the referenced zoning districts as contained in the City of Norman Zoning Ordinance as such exists at the time of City Council adoption of this PUD. In the event of a conflict between the provisions of this PUD and the provisions of the City of Norman Zoning Ordinance, the provisions of this PUD shall prevail and be controlling.

A. Single-Family Dwelling District

The development of the Single-Family lots is proposed as on the attached Proposed Preliminary Plat , as shown on EXHIBIT A hereto.

1. **Lot Design**

The purpose for the PUD is to extend the City of Norman R-1 Single Family Dwelling District, subject to the following modifications:

- a. 20 foot front yard building setback line.
- b. 5 foot side yard building setback line.
- c. 15 foot rear yard building setback line, or setback to the utility easement along the back of yard if it is larger than the 15 feet.
- d. Lots to be at least 4,000 gross square feet in area but with such area not being a set requirement as lot dimensions can be widely varied throughout the Addition, particularly at such locations as at cul-de-sac and corner lots.
- e. Building coverage shall be allowed up to 50% of the total lot area.
- f. Impervious area coverage shall be allowed up to 80% of the total lot area.

The typical layout of a typical lot in the Addition is proposed as shown on EXHIBIT B hereto.

2. **Housing Construction**

Homes in this district shall be standard wood frame construction, single family, detached homes. Houses may be one or two stories, and may have attic storage areas and/or basement areas.

The minimum square footage of habitable area for structures in this district shall be 1,100 square feet. This minimum figure is for living space and does NOT include the area of garages, covered porches, patios, eaves, breezeways, and the like.

All aspects of all exterior improvements made to any property in the Addition, must be approved by the POA Architectural Control Committee in writing prior to commencement of any construction or exterior remodeling and prior to City of Norman issuance of building any permit.

B. Miscellaneous Development Criteria

1. Site Plan and Final Plat

The preliminary site development plans for the lots currently submitted with this PUD may be further refined once final site development plans are submitted with each final plat. As the PUD process is intended to foster innovative and creative design, the applicant may exercise some flexibility in the design and layout of the lots within the plat.

2. Amenities

- a. Park land will be provided as required per the City of Norman ordinances. The proposed parkland will be dedicated through lands situated east of abutting Redlands subdivision, with such layout and dedication as per proposed to the Board of Parks Commissioners.
- b. Open space areas are located within the Addition, as shown on attached **EXHIBIT C**, for use by the residents. Open space totals over approximately 4.0792 acres, or over approximately 10.2% of the total site area.

3. Signage at Entryways

Each entrance to this Addition from the section line roads that border the Addition may contain an entryway sign(s) designating the Addition. Any such sign(s) will conform to current City signage requirements (16 square feet per sign). The sign(s) may be lit and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines. The base of each sign shall be landscaped with an area of not less than 25 square feet. Any sign within this planned unit development may be located on the median of a public drive.. A proposed Conceptual Landscape Plan is attached as **EXHIBIT D**.

4. Fencing

Fencing will be constructed along the perimeter of the Addition where there are residential lots abutting 48th Avenue NW and Indian Hills Road, and such fencing at these locations will be maintained by the applicable POA. Fencing may be constructed in other areas of the PUD as well in the discretion of the Developer. Construction material may be a combination of masonry, metal/iron, and wood. Construction of the fence may be phased along with the development of the PUD as the lots are built out.

All fencing within the Addition must be approved by the Architectural Review Committee of the POA.

5. Traffic access/circulation/parking and sidewalks

The PUD will have public streets to serve all lots. The access to the PUD will be from Indian Hills Road to the south of the Addition, and 48th Avenue NW to the west of the Addition, and internal public streets. No private gates are planned. Landscape buffers will accommodate all City of Norman traffic department sight triangle requirements. All internal streets will have adequate circulation provided for the fire department and City Waste Management Services.

All sidewalks will be at least four feet (4') wide and provide adequate access to the buildings along with all project amenities. A five-foot wide City sidewalk will be provided generally along the section line roads that abut the Addition, constructed to City of Norman Standards.

6. 48th Ave. NW Right of Way Development

The 48th Avenue NW Right of Way shall be developed in accordance with the plans as submitted and further described as follows:

As shown, the right of way on the east side of 48th Ave. NW shall be thirty three (33) feet in width to the east of the section line. Adjacent to that thirty three (33) foot right of way is a forty (40) foot wide Pipeline easement which accommodates existing pipelines that extend parallel to the section line and that will remain in place. In order to provide space to allow for utilities to be installed by franchise holders to the east of the 48th Ave. section line, the Developer is providing an additional seventeen (17) foot wide utility, street, sidewalk, and drainage right of way easement immediately east of the pipeline easement.

The two existing subgrade oil and gas pipelines shall remain in place within their existing easements. The pipeline easements will be shown as platted Open Space on the Final Plat of the PUD. The only surface and/or

subsurface structures to be built by Applicant within the pipeline easements shall be, (1) driveways and/or streets, and (2) underground water and/or sewer lines, and (3) fences, all crossing the pipelines at approximately right angles, so as to continue to afford the right to access the property to and from the section line road, which by right Applicant and its predecessors in title have held since prior to the creation of any of said pipeline easements. To the extent they exist, overhead utility lines will span the pipeline easements, at heights required by law, so that no pole supporting such overhead lines need be placed in the pipeline easements.

7. Development Phasing

The Addition may be developed in phases to begin as soon as the market demand will support. A preliminary Proposed Phasing Plan is attached as **EXHIBIT E**. However, market demand will be the determining factor in the number of units constructed on lots, the number of lots developed at any given time, the progression of amenities that will serve the Addition, and all other aspects of sequence and timing in the development of the Addition, as determined by the Developer in Developer's discretion.

8. Lighting

All lighting over any common areas will be shielded from adjacent single-family homes. Decorative street lights will be allowed within the PUD, in the common areas, and along the streets of the PUD.

9. Sales Trailers

A temporary trailer will be allowed for use by sales representatives within the Addition. The trailer will have a parking area for customers per City specifications. The trailer will be removed within twelve months after being on the site.

10. Property Owner Association

A mandatory POA will be created to maintain all common elements including the rights-of-way along all abutting section line roads, the intended pathways and all private open areas and improvements. All aspects of all exterior improvements made to any property in the Addition, must first be approved in writing by the Architectural Control Committee of the applicable Property Owners Association prior to City issuance of building permit and prior to commencement of any construction on any lot. The requirements set forth herein are not exhaustive or exacting as to the requirements that may be set forth by the Architectural Control

Committee, which may be much more extensive, restrictive, and descriptive.

The POA shall mandate that no structures, storage of material, grading, fill, or other obstructions, including fences either temporary or permanent that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities, such as, but not limited to, walks, benches, piers and docks shall be permitted if installed in a manner to meet the requirements specified above.

EXHIBIT A

Proposed Preliminary Plat

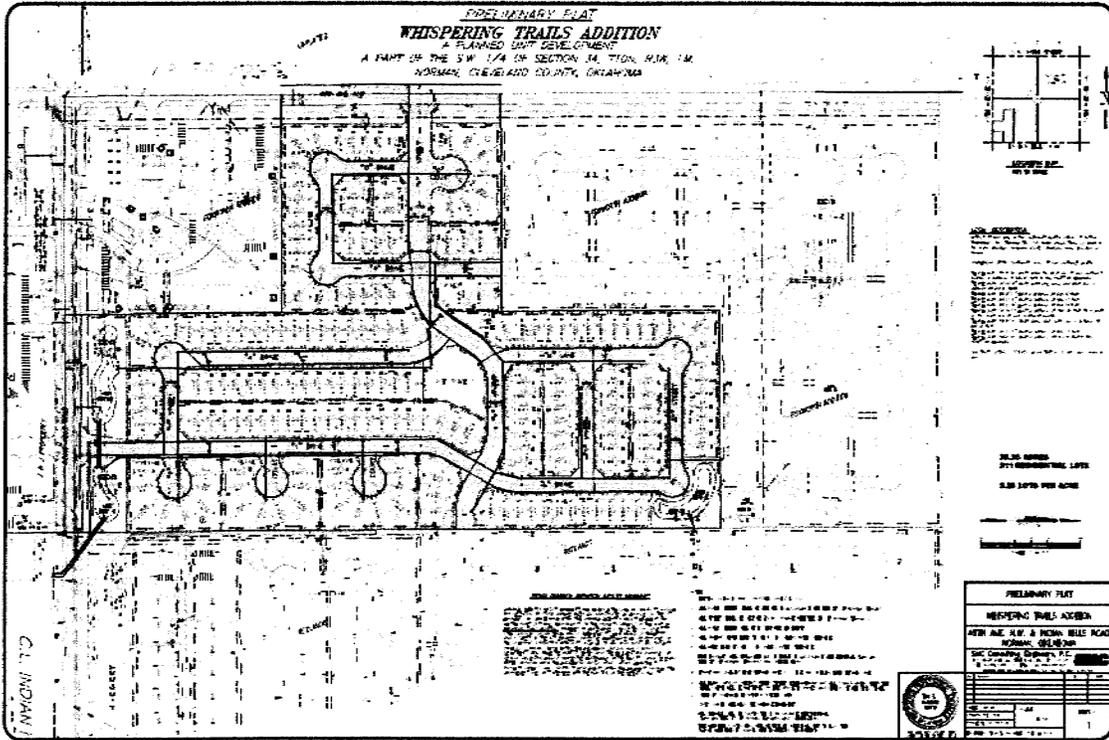


EXHIBIT B
Typical Residential Lot Development

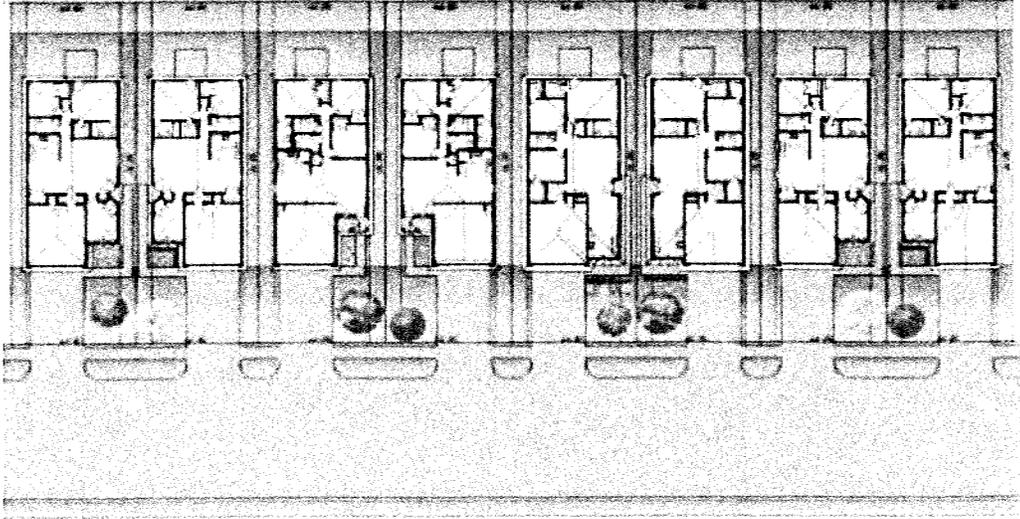


EXHIBIT C
Proposed Open Space Plan

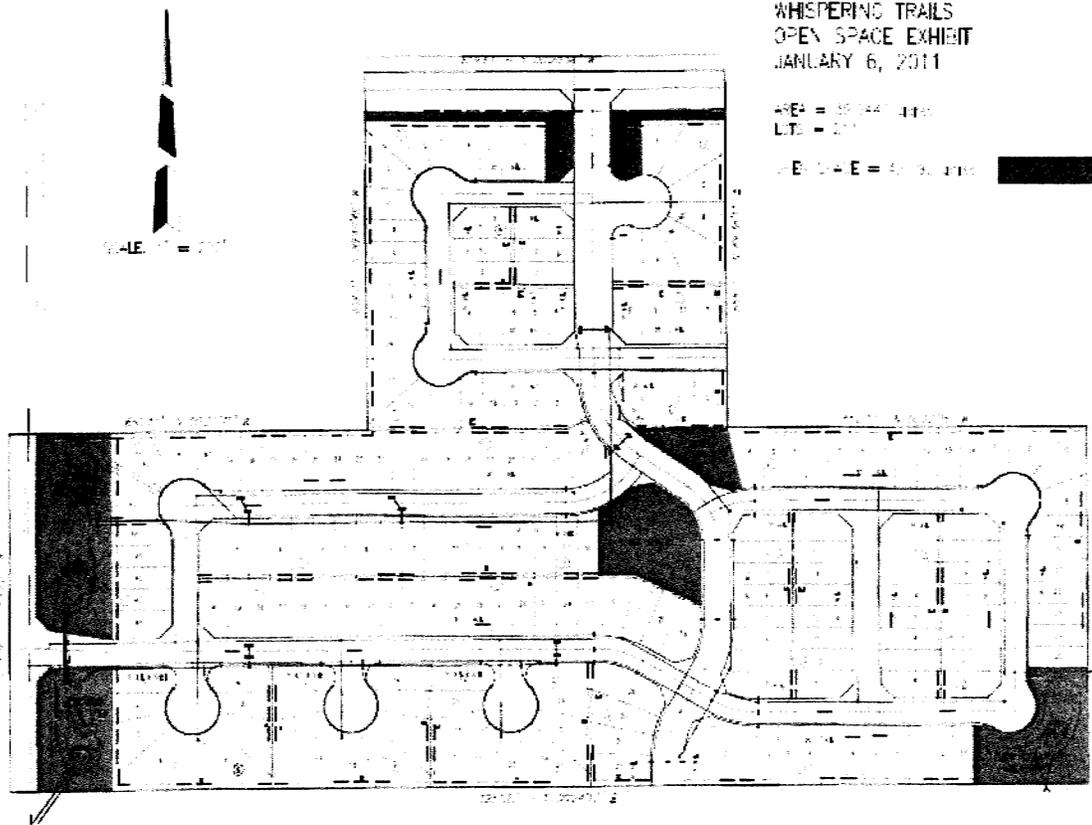
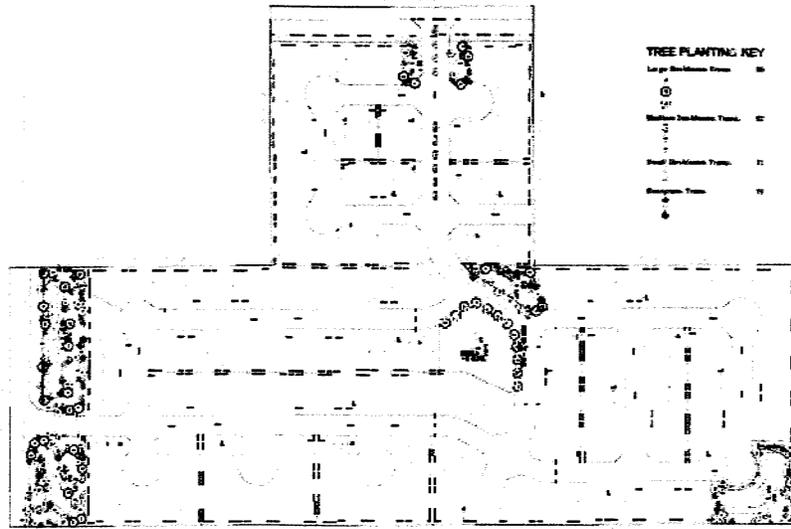


EXHIBIT D
Proposed Conceptual Landscape Plan

WHISPERING TRAILS
NORMAN, OKLAHOMA

CONCEPTUAL LANDSCAPE PLAN



Item No. 7, being:

CONSIDERATION OF A REQUEST SUBMITTED BY SHAZ INVESTMENT GROUP, L.L.C., FOR PROPERTY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.

7a. RESOLUTION NO. R-1011-84

SHAZ INVESTMENT GROUP, L.L.C., REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1011-7) FROM FUTURE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Pre-Development Summary

7b. ORDINANCE NO. O-1011-43

SHAZ INVESTMENT GROUP, L.L.C., REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative
4. Gateway Park and Trails Conceptual Design

7c. PP-1011-11

CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ INVESTMENT GROUP, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR WHISPERING TRAILS ADDITION, GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Phasing Plan
6. Open Space Exhibit
7. Typical Site Plan
8. Gateway Park and Trails Conceptual Design
9. Greenbelt Commission Comments
10. Greenbelt Enhancement Statement
12. Pre-Development Summary

PRESENTATION BY STAFF:

1. Mr. Koscinski pointed out that these are much smaller lots than those in Foxworth Addition. There is about 10% private open space, but they will be contributing to the off-site areawide neighborhood park. The site plan shows lots that are 40' by 100' which limits the amount of on-street parking. They have show driveways in pairs of two, which allows for some on-street parking; if they do not control their driveways that way

there will essentially be no on-street parking and guest parking will be limited to what will fit in the driveway. Staff supports the request. This will allow a variety of house sizes within this area, with a mixture of prices and styles.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, 136 Thompson Drive, representing the applicant – Whispering Trails is connected to the Foxworth project. It is a low-density residential development. It is currently Future Urban Service Area with a request to change to Current Urban Service Area with sewer service coming to this area of Norman. This particular addition is all residential and does not have a commercial component. Existing zoning is agricultural. There are currently no structures on the property. This addition integrates with Foxworth Addition and has one boulevard entry off 48th Avenue N.W. with a median and one entry off of Indian Hills Road with a significant setback from the road. There will be commercial to the west of that entry, and offices to the east, so the wide setback will give a nice entry point into the residential area that sits back from the road. There are open spaces throughout the addition. Foxworth had an open space at the southeastern corner, and this addition has an open space at the northeastern corner abutting that space. There is a ball field shown in the central open space of this addition. The lot design will accommodate on-street parking. This has the same off-site park solution as Foxworth Addition. Staff recommends approval. The Parks Board and Greenbelt Commission support it. No one attended the second Pre-Development meeting, and no protests have been filed. He provided a photo of an existing development by this developer in the Oklahoma City area where this format worked and provided enough space for parking. The goal is that all of these developments will have a different product type. J&J Properties has some very large lots. The developers appreciate the variety of sizes and styles in this area.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Andy Sherrer moved to recommend adoption of Resolution No. R-1011-84, Ordinance No. O-1011-43, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for WHISPERING TRAILS ADDITION, to the City Council. Chris Lewis seconded the motion.

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

YEAS	Cynthia Gordon, Diana Hartley, Tom Knotts, Chris Lewis, Andy Sherrer, Zev Trachtenberg, Jim Gasaway
NAYES	None
ABSENT	Curtis McCarty, Roberta Pailles

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-1011-84, Ordinance No. O-1011-43, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for WHISPERING TRAILS ADDITION, to the City Council, passed by a vote of 7-0.



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 8

Text File Number: K-1011-131

Introduced: 2/21/2011 by Brenda Hall, City Clerk

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONSIDERATION OF BID NO. 1011-54; CONTRACT NO. K-1011-131 WITH STANDARD ROOFING COMPANY, INC., IN THE AMOUNT OF \$380,694; PERFORMANCE BOND NO. B-1011-65; STATUTORY BOND NO. B-1011-66; MAINTENANCE BOND NO. MB-1011-74; AND RESOLUTION NO. R-1011-99 FOR THE ROOF REPLACEMENT PROJECT FOR THE SENIOR CITIZEN CENTER, FIRE STATION NO. FOUR, NORTH AND SOUTH DIGESTER CONTROL BUILDINGS AT THE WASTEWATER TREATMENT PLANT, AND THE WESTWOOD MAINTENANCE AND POOL BUILDINGS AND BUDGET TRANSFER.

ACTION NEEDED: Acting as the City Council and the Norman Utilities Authority, motion to approve or reject all bids meeting specifications; and, if approved, award the bid in the amount of \$380,694 to Standard Roofing Company, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-1011-131 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; adopt Resolution No. R-1011-99; and transfer funds in the amount of \$1,888 from Project No. WW0039, WWTP Environmental Building Foundation, Construction (032-9911-432.61-01) to WW0059, WWTP North and South Digester Control Room Roof Replacement, Construction (032-9677-432.61-01).

ACTION TAKEN: _____

Body

BACKGROUND: The FYE 2011 Capital Budget included funds in the amount of \$1,306,000 for the replacement or repair of roofs on the following 12 City facilities:

Animal Welfare (contract awarded 11/23/10)

Fleet/Line Maintenance Facility (contract awarded 10/12/10)

Fire Administration (complete)

Fire Station No. 1 (complete)

Fire Station No. 2 (contract awarded 11/23/10)

Police Auxiliary Facility (contract awarded 11/23/10)

Fire Station No. 4

Senior Citizens Center

Westwood Maintenance Building/Cart Barn

Westwood Pool Facility

Fire Station No. 6 (repair work)

Sooner Theatre - (repair work)

The FYE 2011 Capital Budget, Wastewater fund, included funds in the amount of \$52,000 for the replacement of roofs on the *North and South Digester Control Buildings at the at the Wastewater Treatment Plant Facility.*

DISCUSSION: This contract includes the replacement of the roofs on the Senior Citizens Center located at 329 South Peters; Fire Station No. Four located at 4145 East Robinson; the North and South Digester Control Building roofs at the Wastewater Treatment Plant; and the Westwood Maintenance and Pool facilities.

Senior Citizen Center - The project scope includes removal of the existing 5,621 square foot asphalt roof down to the deck and replacing it with a cold process built up asphalt roof. The current roof is over 20 years old and the overall condition of the roof is poor. The roof has been repaired and patched several times over the years due to leaks and there are large areas that hold water when it rains. Blistering is also occurring throughout the roof area and the mastic adhesive has become brittle and is cracking at the base of the flashings.

Fire Station No. Four - The project scope includes removal of the existing 5,250 square foot membrane hot asphalt roof down to the deck and replacing it with a cold process built up asphalt roof. The current roof is approximately 10 years old, but its overall condition is poor due to holes in the membrane, blistering and large areas where water is ponding. Leakage is also occurring throughout the facility.

North and South Digester Control Buildings - Wastewater Treatment Plant - The project scope includes removal of the existing 576 square foot roofs down to the concrete deck and replacing them with cold process built up asphalt roofs. The current roofs are approximately 11 years old and their overall condition is rated as failed due to age and deterioration. Both roofs have exposed felts and holes in the base flashings that allow water to get trapped and the moisture to spread. Both roofs have vegetation growing on them and as the roots grow they can puncture the underlying membrane further deteriorating the roof system.

Westwood Maintenance Building and Pool Building - The project scope includes removal of the existing roofs down to the wood decks and replacing them with cold process built up asphalt roofs. The current roofs are approximately 11 years old. The Maintenance Building roof is 2,278 square feet and the Pool Building roof is 3,990 square feet. Both roofs have failed with leakage occurring throughout the facilities. Water has infiltrated the roofing membrane and is deteriorating the wood decking on the Maintenance Building roof. The protective coating has deteriorated on the Swimming Pool roof allowing water to get under the foam membrane, which causes blistering. The blistering allows the trapped air, moisture, and other gases to spread and expand to the adjacent bonded areas.

All the new roofs will include a 20-year manufacturer's warranty on materials and two years on labor. The manufacturer will inspect and provide written executive summaries in years two, five, 10, and 15.

Bid packets were mailed to six contractors as well as solicited through a legal notice published in the Norman Transcript. The contractors attended a mandatory site visit prior to submittal of their bids. Bids were opened on February 3, 2011, and four bids were received ranging from \$380,694 to \$513,993. The low bid in the amount of \$380,694 was received from Standard Roofing Company, Inc., from Oklahoma City. Standard Roofing

Inc., currently has two crews working on other roofing projects for the City of Norman and if awarded this contract, will begin these series of roofs in May, 2011, and be completed within 120 days. No interruption of City services is anticipated during the projects.

The FYE 2011, Capital Budget, Project No. EF1002, Building Roofs, Construction (050-9540-419.61-01) included \$1,306,000 for the replacement of the 12 roofs. Approval of this contract will complete the final series of roof replacement projects included in the FYE 2011 Capital Budget Funds with \$77,173 remaining unencumbered.

The replacement of the North and South Digester Building roofs at the Wastewater Treatment Plant Facility was budgeted in the FYE 2011 Wastewater Fund Capital Budget, Project No. WW0059, WWTP North and South Digester Control Room Roof Replacement, Construction (032-9677-432.61-01) in the amount of \$52,000. The bid from Standard Roofing Company, Inc., for these two roofs is \$53,888, \$1,888 above the budgeted amount. Staff recommends funds for the overage be transferred from Project No. WW0039, WWTP Environmental Building Foundation, Construction (032-9911-432.61-01), which is complete and has an unencumbered balance of \$2,400.

STAFF RECOMMENDATION: Staff recommends all bids submitted under Bid No. 1011-54 be accepted, Contract No. K-1011-131 with Standard Roofing Company, Inc., in the amount of \$380,694 and the subsequent performance, statutory, and maintenance bonds be approved, and Project Agent Resolution No. R-1011-99 granting tax-exempt status to Standard Roofing Company, Inc., be adopted.

Staff further recommends funds in the amount of \$1,888 be transferred from Project No. WW0039, WWTP Environmental Building Foundation, Construction (032-9911-432.61-01) to WW0059, WWTP North and South Digester Control Room Roof Replacement, Construction (032-9677-432.61-01).

Bid No. 1011-54
Senior Citizens Center, Fire Station No. Four,
North and South Digester Buildings at the Wastewater Treatment Plant Facility,
and Westwood Maintenance and Pool Buildings
Roof Replacement Project
February 3, 2011

The following is a tabulation of bids received by the City of Norman for the Senior Citizens Center; Fire Station No. Four; North and South Digester Buildings at the Wastewater Treatment Plant (WWTP) Facility; and Westwood Maintenance and Pool Buildings Roof Replacement Project.

BIDDER	SENIOR CENTER	FIRE STATION NO. FOUR	WWTP NORTH AND SOUTH DIGESTER BLDGS.	WESTWOOD MAINTENANCE AND POOL	TOTAL
Alva Roofing Co. Edmond, OK	\$108,309	\$141,726	\$71,929	\$192,029	\$513,993
Crawford Roofing, Inc. Chickasha, OK	\$119,126	\$107,830	\$40,464	\$121,216	\$388,636
Standard Roofing Company, Inc. Oklahoma City, OK	\$95,986	\$102,196	\$53,888	\$128,624	\$380,694
Universal Roofing and Sheet Metal, Inc. Moore, OK	\$114,900	\$111,545	\$59,300	\$139,800	\$425,545

RECOMMENDATION: Staff recommends Standard Roofing Company, Inc., be awarded the bid for the above-described project. Funds are available in Project No. EF1002, Building Roofs, Construction (050-9540-419.61-01) and Project No. WW0059, WWTP North and South Digester Control Room Roof Replacement, Construction (032-9677-432.61-01).

Forwarded by:

Matthew Smith
 Facility Maintenance Superintendent

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2011, by and between Standard Roofing Co., 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 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:

SENIOR CITIZEN CENTER, FIRE STATION #4, WASTE WATER PLANT NORTH AND SOUTH DIGESTER CONTROL, WESTWOOD GOLF MAINTENANCE AND POOL ROOF REPLACEMENT 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 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: Three Hundred Eighty Thousand Dollars (\$ 380,694.00);
Six Hundred Ninety Four Dollars and 00/100

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, Instruction 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-1011-131

Page 1 of 5

- 2) Contractor shall receive payment for 100% completed and accepted work at each location. Completion is to be determined by the project manager who has sole authority in this matter.

Each invoice 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 ___ days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same _____ 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 at to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

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

Danny Webb

Submitted and sworn to before me this 25th day of February, 2011.

Marye Melligan
Notary Public

My Commission Expires:

April 11, 2014



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 25 day of FEBRUARY, 2011, and the ___ day of _____, 2011.

(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. 73103

Telephone: 405-236-8401

CITY OF NORMAN

Approved as to form and legality this 28th day of February, 2011.

Sean Messner
City Attorney

Approved by the City of Norman this _____ day of _____, 2011.

ATTEST:

City Clerk

Mayor

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 three hundred eighty thousand six hundred ninety four & no/100's DOLLARS, (\$ 380,694.00), 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:

SENIOR CITIZEN CENTER, FIRE STATION #4, WASTE WATER PLANT NORTH AND SOUTH DIGESTOR CONTROL, WESTWOOD GOLF MAINTENANCE AND POOL ROOF REPLACEMENT PROJECT

has entered into a written CONTRACT (K-1011131) with THE CITY OF NORMAN, dated 3/8/11, 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 25th day of FEBRUARY, 2011, 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 _____, 2011.

(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: P.O. Box 60150, Okla. City, OK 73146
Telephone: (405) 236-8401

(Corporate Seal) (where applicable)

The Ohio Casualty Insurance Company
Surety

ATTEST:

Donna Stevens
Corporate Secretary (where applicable)

Signed: Donna Stevens
Authorized Representative

Donna Stevens, Attorney-in-fact
Title

Address: P.O. Box 22127, Okla. City, OK 73123
Telephone: (405) 843-9481

CORPORATE ACKNOWLEDGMENT

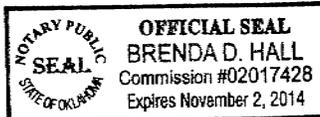
STATE OF OKLAHOMA _____)
COUNTY OF Cleveland _____)

The foregoing instrument was acknowledged before me this 25th day of February, 2011, by Danny Webb (Name & Title) of Standard Roofing Co. corporation, on behalf of the corporation.

WITNESS my hand and seal this 25th day of February, 2011.

Brenda D. Hall
Notary Public

My Commission Expires: 11-2-14



Page 2 of 3
Performance Bond No. B-1011-65

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ of _____, (Name and Title) of _____.

WITNESS my hand and seal this ____ day of _____, 2011.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ partner (agent) on behalf of _____, a partnership.

WITNESS my hand and seal this ____ day of _____, 2011.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 28th day of February, 2011.

John Messner
CITY Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 2011.

ATTEST:

City Clerk

Mayor

STATUTORY 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 State of Oklahoma in the sum of three hundred eighty thousand six hundred ninety four & no/100's DOLLARS (\$ 380,694.00), 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:

**SENIOR CITIZEN CENTER, FIRE STATION #4, WASTE WATER PLANT NORTH AND SOUTH
DIGESTER CONTROL, WESTWOOD GOLF MAINTENANCE AND POOL
ROOF REPLACEMENT PROJECT**

has entered into a written CONTRACT (R 701122) with THE CITY OF NORMAN, dated 3/8/11, 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 any 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 25th day of FEBRUARY, 2011, 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 ___ day of _____, 2011.

(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: P.O. Box 60150, Okla. City, OK 73146
Telephone: (405) 236-8401

(Corporate Seal) (where applicable)

The Ohio Casualty Insurance Company
Surety

ATTEST:

Carney Payne
Corporate Secretary (where applicable)

Signed: Donna Stevens
Authorized Representative

Donna Stevens, Attorney-in-fact
Title

Address: P.O. Box 22127, Okla. City, OK 73123
Telephone: (405) 843-9481

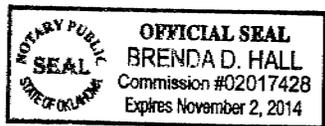
CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF Cleveland

The foregoing instrument was acknowledged before me this 25th day of February, 2011, by Danny Webb, Vice President (Name and Title) of Standard Roofing Co. corporation, on behalf of the corporation.

WITNESS my hand and seal this 25th day of February, 2011.

Brenda D. Hall
Notary Public



My Commission Expires: 11-2-14

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, By _____ of _____, (Name and Title) of _____.

WITNESS my hand and seal this ____ day of _____, 2011.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ partner (agent) on behalf of _____, a partnership.

WITNESS my hand and seal this ____ day of _____, 2011.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 20th day of February, 2011.

John Messner
City Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 2011.

ATTEST:

City Clerk

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 Ohio, 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 ^{three hundred eighty thousand six hundred} ~~ninety four & no/100's~~ DOLLARS (\$380,694.00), 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:

SENIOR CITIZEN, FIRE STATION #4, WASTE WATER PLANT NORTH AND SOUTH DIGESTER CONTROL, WESTWOOD GOLF MAINTENANCE AND POOL ROOF REPLACEMENT PROJECT

has entered into a written CONTRACT (K-1011-131) with THE CITY OF NORMAN, dated 3/8/11, 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 25TH of FEBRUARY, 2011, 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 _____, 2011.

(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: P.O. Box 60150, Okla. City, OK 73146
Telephone: (405) 236-8401

(Corporate Seal) (where applicable)

The Ohio Casualty Insurance Company
Surety

ATTEST:

Carney Payne
Corporate Secretary (where applicable)

Signed: Donna Stevens
Authorized Representative

Donna Stevens, attorney-in-fact

Title
Address: P.O. Box 22127, Okla. City, OK 73123
Telephone: (405) 843-9481

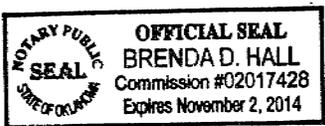
CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 25th day of February, 2011, by Danny Webb, Vice Pres. (Name & Title) of Standard Roofing Co., a corporation, on behalf of the corporation.

WITNESS my hand and seal this 25th day of February, 2011.
Brenda D. Hall
Notary Public

My Commission Expires: 11-2-14



INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ of _____, (Name and Title) of _____.

WITNESS my hand and seal this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ partner (agent) on behalf of _____, a partnership.

WITNESS my hand and seal this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 28th day of February, 2011.

Jean Mesner
City Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 2011.

ATTEST:

City Clerk

Mayor

Resolution

R-1011-99

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING STANDARD ROOFING COMPANY, L.L.C., AS PROJECT AGENT FOR THE ROOF REPLACEMENT PROJECT FOR THE SENIOR CITIZEN CENTER, FIRE STATION NO. FOUR, NORTH AND SOUTH DIGESTER CONTROL BUILDINGS AT THE WASTEWATER TREATMENT PLANT, AND THE WESTWOOD MAINTENANCE AND POOL BUILDINGS FOR THE CITY OF NORMAN.

- § 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, L.L.C.**, for the **Roof Replacement Project for the Senior Citizen Center, Fire Station No. Four, North and South Digester Control Buildings at the Wastewater Treatment Plant, and the Westwood Maintenance and Pool Buildings** for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on **Standard Roofing Company, L.L.C.**, 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, L.L.C.**, to purchase materials which are in fact used for the **Roof Replacement Project for the Senior Citizen Center, Fire Station No. Four, North and South Digester Control Buildings at the Wastewater Treatment Plant, and the Westwood Maintenance and Pool Buildings** for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that **Standard Roofing Company, L.L.C.**, 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 8th day of March, 2011, did appoint **Standard Roofing Company, L.L.C.**, who is involved with the **Roof Replacement Project for the Senior Citizen Center, Fire Station No. Four, North and South Digester Control Buildings at the Wastewater Treatment Plant, and the Westwood Maintenance and Pool Buildings** for the City of Norman, 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 **Roof Replacement Project for the Senior Citizen Center, Fire Station No. Four, North and South Digester Control Buildings at the Wastewater Treatment Plant, and the Westwood Maintenance and Pool Buildings** for the City of Norman.

PASSED AND ADOPTED THIS 8th day of March, 2011.

Mayor

ATTEST:

City Clerk



PURCHASE REQUISITION NBR: 0000183220

REQUISITION BY: SRUNYON

STATUS: DIVISION APPROVAL

DATE: 2/28/11

REASON: ROOF REPLACEMENT PROJECTS

SHIP TO LOCATION: CITY CLERK OFFICE

SUGGESTED VENDOR: 10349 STANDARD ROOFING CO INC

DELIVER BY DATE: 3/08/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ROOF REPLACEMENT PROJECTS SENIOR CITIZEN CENTER FIRE STATION #4 WESTWOOD MAINTENANCE AND POOL BUILDINGS COMMODITY: CONSTRUCTION SERVICES, TR SUBCOMM: ROOFING AND SIDING	1.00	EA	326806.0000	326806.00	
2	ROOF REPLACEMENT PROJECT FOR THE NORTH AND SOUTH DIGESTER BUILDINGS AT THE WASTEWATER TREATMENT PLANT CONTINGENT UPON CITY COUNCIL APPROVAL ON MARCH 8, 2011 COMMODITY: CONSTRUCTION SERVICES, TR SUBCOMM: ROOFING AND SIDING	1.00	EA	53888.0000	53888.00	

REQUISITION TOTAL: 380694.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05095404196101	Capital Projects Construction	100.00	326806.00
2	03296774326101	Capital Projects Construction WWTP N&S Digester Rm Roof	100.00	53888.00
				380694.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 9

Text File Number: GID-1011-11

Introduced: 2/11/2011 by Gary Lowe, IS Manager

Current Status: Consent Item

Version: 2

Matter Type: Authorization for Purchase

Title

CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF SIX (6) RUGGEDIZED NOTEBOOK COMPUTERS FROM CDW-G IN THE AMOUNT OF \$26,712.72 FOR THE POLICE DEPARTMENT.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of six (6) ruggedized notebook computers in the amount of \$26,712.72 from CDW-G for the Police Department.

ACTION TAKEN: _____

Body

BACKGROUND: The FYE 2011 budget approved by the City Council in June of 2010 includes funds in the amount of \$34,470 in account no. 015-6122-421-53-02, Telecommunication Equipment / Personal Computers, for the purchase of nine ruggedized notebook Computers for new Patrol Officers being hired in FYE 2011 under the Public Safety Sales Tax.

DESCRIPTION: Written quotes for the purchase of six Panasonic Toughbook ruggedized notebook computers were requested from four vendors. Responses were received from all four vendors in compliance with the written specifications. The following is a tabulation of those four written quotes:

CDW-G, Vernon Hills, IL - \$26,712.72
GovConnection, Rockville, MD - \$26,871.06
Insight Public Sector, Tempe, AZ - \$27,686.26
Turn-Key Mobile, Jefferson City, MO - \$26,910.00

RECOMMENDATION: Staff requests approval to purchase six Panasonic Toughbook ruggedized notebook computers from CDW-G at a total cost of \$26,712.72 for six units at \$4,452.12 per unit. Funds for this purchase are available in Telecommunication Equipment / Personal Computers account no. 015-6122-421.53-02.



*The Right Technology.
Right Away.™*

www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
WND4412	4433647	2/09/2011

B GARY LOWE
I 201 C WEST GRAY
L PLANNING
L CITY OF NORMAN
T NORMAN, OK 73069
O

S CITY OF NORMAN
H 201 C WEST GRAY
I PLANNING
P GARY LOWE
T NORMAN, OK 73069
O Contact: GARY LOWE 405-366-5368

Customer Phone # 4053665368

Customer P.O.# PANASONIC CF 31QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
KATIE DRUGAN 866-232-6130	FEDEX Ground	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	2283830	BTO PAN TB 31 I5-520M 160GB 4GB W7 Mfg#: PNB-CF-31AACAX1M Contract: MARKET	3772.27	22633.62
6	488805	PAN TOUGHBOOK WARRANTY PRO PLUS 5YR Mfg#: PAW-CF-SVCLTNF5Y Contract: SYNEX GSA SCHEDULE (SLED) GS-35F-0143R	642.71	3856.26
			SUBTOTAL	26489.88
			FREIGHT	222.84
			SALES TAX	.00

TOTAL ▾	US Currency 26,712.72
----------------	--------------------------

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9247

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

PURCHASE REQUISITION NBR: 0000182547

REQUISITION BY: GARY LOWE
STATUS: DIVISION APPROVAL
REASON: RUGGEDIZED LAPTOPS FOR PD PATROL; FY11 PSST HIRES
SHIP TO LOCATION: FIN-INFO SERVICES
SUGGESTED VENDOR: 2717 CDW GOVERNMENT INC
DATE: 2/11/11
DELIVER BY DATE: 3/04/11

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PANASONIC CF-31 TOUGHBOOK NOTEBOOKS MFG P/N: PNB-CF-31AACAXIM WITH 5-YEAR EXTENDED WARRANTY, P/N: PAV-CF-SVCLTNF5Y * CONFIRMING PO	26712.72	DOL 1.0000	26712.72	2283830

COMMODITY: COMPUTER HARDWARE AND PER
SUBCOMM: MICROCOMPUTERS, HANDHELD,

REQUISITION TOTAL: 26712.72

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01561224215302	Telecommunication Equip. Personal Computer	26712.72
		\$ 100.00	26712.72

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

BUDGETED RUGGEDIZED LAPTOP COMPUTERS FOR PD PATROL
FY11 PSST NEW HIRES
PURCHASE PENDING CITY COUNCIL APPROVAL ON
FEB. 22, 2011.



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 10

Text File Number: SC-1011-6

Introduced: 2/18/2011 by Jeanne Snider, Assistant City Attorney

Current Status: Consent Item

Version: 1

Matter Type: Special Claim

Title

SPECIAL CLAIM NO. 1011-5: A CLAIM IN THE AMOUNT OF \$3,851.35 FROM CMR CLAIMS MANAGEMENT RESOURCES ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY FOR DAMAGES INCURRED TO A UTILITY POLE LOCATED AT 668 EAST LINDSEY STREET BY A STREET MAINTENANCE DIVISION EMPLOYEE.

ACTION NEEDED: Motion to accept or reject Special Claim No. 1011-5; and, if approved, direct payment in the amount of \$3,851.35 contingent upon obtaining a Release and Covenant Not to Sue from CMR Claims Management Resources on behalf of Oklahoma Gas and Electric Company.

ACTION TAKEN: _____

Body

BACKGROUND: On October 26, 2010, a claim was filed by OG&E alleging damage to a utility pole in the amount of \$3,851.35. OG&E alleges that a Street Division dump truck caused damage to the pole located at 668 East Lindsey.

DISCUSSION: The accident was investigated by Greg Hall, Street Superintendent. Mr. Hall's records indicate that a crew member was driving a Street Division dump truck (Unit No. 165) on October 26, 2010 at the location of 668 E. Lindsey. Upon further review, it was determined that the driver failed to properly lower the bed of the dump truck, therefore, hitting an overhead cable line attached to a utility pole causing it to break.

Upon review of the facts in this matter, it appears that there is possible negligence on the part of the City, and, consequently, potential liability on the City. The amount claimed by OG&E appears to be reasonable.

The City's Safety Manager determined this to be a chargeable accident to the employee involved. Appropriate disciplinary action has been administered to the employee by the Department of Public Works.

RECOMMENDATION: Based upon the above and foregoing, it is the recommendation of the City Attorney's office that the claim of OG&E in the amount of \$3,851.35, as above set forth, be approved.



DATE: December 7, 2010

TO: Shawn O'Leary, Director of Public Works
Jeff Bryant, City Attorney

FROM: Brenda Hall, City Clerk

SUBJECT: Claim from OG&E/CMR Claims Management Resources

I am in receipt of a claim for damages in the amount of \$3,851.35 from CMR Claims Management Resources on behalf of OG&E for damages incurred to a utility pole allegedly damaged by a Street Division dump truck, Unit #165, on or around October 26, 2010, at 668 East Lindsey.

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

I am forwarding the claim to your office. If further action is needed from my office, please advise.

BH:smr
attachment

office memorandum



*******NOTICE OF CLAIM*******

Date: 12-02-2010

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: CITY OF NORMAN
CITY CLERK
PO BOX 370
201 WEST GRAY
NORMAN, OK 73070

CERTIFIED MAIL# 91 7113 3376 8270 1107 4999

RE: Damage to OGE SOUTH Property

OGE SOUTH Claim Num: 8563657
Damage/Discovery Date: 10-26-2010
Damage Location: 668 E LINDSEY, NORMAN, OK
Damage County: CLEVELAND
Damage Amount: \$ 3,851.35

FILED IN THE OFFICE
OF THE CITY CLERK
ON 12-6-10

Dear Sir/Madam:

Please be advised that OGE SOUTH Facilities sustained damage as a result of the negligent acts or omissions by employees or agents of CITY OF NORMAN .

Investigation has revealed that on or about 10-26-2010 employees or agents of CITY OF NORMAN, A CITY OF NORMAN DUMP TRUCK (TRUCK # 165) STRUCK AND DAMAGED OGE FACILITIES in the area of 668 E LINDSEY, NORMAN, OK.

REQUEST FOR GOVERNMENTAL NOTICE FORM

If your Governmental Entity requires the completion of its own form to complete proper notice, please forward a copy to the address listed above. Every good faith effort has been made to identify the proper office and address to perfect our notice. Please forward to your attorney, if misdirected, to contact us. Matters herein stated are alleged on information and belief this pleader believes to be true. If there is insurance to cover this matter, kindly advise as to the name of the insurance company, its address and the claim number assigned. If you have any questions, or need additional information, please contact me at 1-800-321-4158 ext 8232.

Sincerely,
Holly Finley

CMR Claims DEPT



NOTARY Michele Givens

Commission Expires 11/28/14

CITY OF NORMAN
POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070

OGE# 8563657
CMP# 914562

NOTICE OF TORT CLAIM

CLAIMANT: OGE, CMP claims TPA DATE: 12.2.10
ADDRESS: 615 N classen Blvd CITY OKC
STATE: OK ZIP: 73106 PHONE: (H) n/a (W) 405.606.8232
DATE OF INCIDENT: 10.26.10
LOCATION OF INCIDENT: 668 E Lindsey

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

A city of Norman dump truck (truck #165) struck & damaged OGE facilities.

(use additional pages if necessary)

MONETARY STATEMENT: List of expenses claimed for payment:

<u>invoice attached</u>	\$	_____
_____	\$	_____
_____	\$	_____

TOTAL AMOUNT CLAIMED: \$ 3,851.35

NAME AND ADDRESS OF INSURANCE COMPANY: n/a - self insured
AGENT: n/a

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

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

Holly Fryx
CLAIMANT'S SIGNATURE

INVOICE

Remit Payment to:
Claims Management Resources
PO Box 60770
Oklahoma City, OK 73146
1-800-321-4158

23-Nov-2010

City of Norman
PO Box 370
Norman, OK 73070

CLAIM NUMBER: **8563657**

Please enclose one copy of this statement with payment to insure proper credit.

DESCRIPTION	UNIT PRICE	AMOUNT
This invoice covers the cost of labor, transportation, and materials necessary to repair the OG&E pole located at: 668 E Lindsey St, Norman, OK		
The damage was discovered on: 10/26/2010		
Material		\$566.87
Labor		\$2,539.68
Transportation		\$544.80
Adjustments		\$0.00
Administrative Cost		\$200.00
TOTAL		\$3,851.35

P & U/G COST CALCULATION WORKSHEET

ITEM	NET AMOUNT	TOTAL AMOUNT
TOTAL MATERIALS:	\$566.87	
LESS SALVAGE:	\$0.00	
MEALS & EXPENSES:	\$0.00	
TOTAL MATERIAL: & EXPENSES		\$566.87 *
LABOR:	HOURS	
REG LABOR:	16.5	\$1,462.02
O.T. LABOR:	13.5	\$1,077.67
CONTRACT LABOR:		\$0.00
TOTAL LABOR:		\$2,539.68
TRANSPORTATION:	HOURS	
LTDY	0.0	\$0.00
MDDY	1.5	\$29.21
HDDY	18.5	\$515.60
OTHER		\$0.00
TOTAL TRANSPORTATION:		\$544.80
MATERIALS P&W		\$0.00
TOTAL BILLED:		\$3,851.35

*Includes meal expenses



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 11

Text File Number: K-0708-54 Amend #1

Introduced: 2/23/2011

Current Status: Consent Item

Version: 3

Matter Type: Contract

Title

AMENDMENT NO. ONE TO CONTRACT NO. K-0708-54: A SUPPLEMENTAL AND MODIFICATION AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION ADJUSTING THE BUDGET AMOUNT FOR STATE-AID PROJECT NO. STP-114 E(199)EH, STATE JOB NO. 24554(04) FOR THE LEGACY TRAIL SOUTH EXTENSION ENHANCEMENT PROJECT.

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-0708-54 with the Oklahoma Department of Transportation; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: In June, 2007, the Parks and Recreation Department was notified they had been awarded a Transportation Equity Act for the 21st Century (TEA-21) Grant from the Oklahoma Department of Transportation (ODOT) for the Legacy Trail South Extension Project. City Council, in its meeting of August 28, 2007, approved Contract No. K-0708-54 with ODOT accepting grant funding for the design services for the project in the amount of \$40,000 with the City contributing \$10,000 (20% share). The total project estimate was in the amount of \$400,000, which would include both design services and construction costs. Of this total, ODOT will reimburse 80% of the total funding (\$320,000), with the City paying for the 20% match (\$80,000). On December 23, 2008, City Council approved Contract No. K-0809-74 with C.H. Guernsey Company Engineers (Guernsey) for design services for the project. Prior to this, the selection process used to select Guernsey was approved by the Special Projects Branch of ODOT. Since the ODOT grant is a reimbursement program, the City of Norman finances 100% of the project; of which 80% is reimbursed as it is requested and approved by the Special Projects Branch.

The preliminary design was completed and presented at a public meeting in March, 2009. After that meeting, there was a petition filed by the residents along Jenkins Avenue protesting the trail width along that section of the project. City Council, in its meeting of August 11, 2009, adopted Resolution No. R-1011-39 requesting permission from ODOT to change the project scope to reduce the size of the Jenkins Avenue portion of the project from 10 feet wide to 8 feet wide and this request was granted in October, 2009. (See attached letter) During the 70% plan review and up to the final design in summer, 2010, the ODOT Special Projects Branch representatives suggested a final path width of 5 feet for the Jenkins Avenue segment, as long as the Duffy Street and Asp Avenue segments remained at 10 feet wide.

DISCUSSION: The Design Services cost approved by ODOT exceeded the amount estimated in the grant application by \$25,260 (\$20,496 of which is to be reimbursed to the City). By changing the width of the Jenkins Avenue segment, adequate funding is available from the project's construction budget to pay for these additional design services costs. ODOT requires an amendment to the original grant contract (Contract No. K-0708-54) be executed prior to reimbursement of any modified costs. The original grant amount total of \$400,000 for design services *and* constructions costs will not change, although the budget amount has been revised to reflect the change in the project scope. The project design is now in final review at ODOT; and the Parks and Recreation Department has submitted our first request for reimbursement to ODOT. However, this cannot be processed without the execution of Amendment No. One to Contract No. K-0708-54, a Supplemental And Modification Agreement (attached), which increases the total amount to be paid for design services from \$50,000 to \$75,620 for the project. ODOT's 80% share changes from \$40,000 to \$60,496; and the City's 20% share changes from \$10,000 to \$15,124.

RECOMMENDATION: We are requesting approval of Amendment No. One to Contract No. K-0708-54, a supplemental and modification agreement, with ODOT.



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N. E. 21st Street

Oklahoma City, OK 73105-3204

October 29, 2009

Mr. James Briggs
Park Planner
P.O. Box 370
Norman, OK 73069

Dear Mr. Briggs:

I am corresponding with reference to the City of Norman Legacy Trail South Extension Transportation Enhancement Project, Federal-Aid Project No. STP-114E(199)EH, State Job Piece No. 24554(04).

The Department has received your request to revise the scope of the Legacy Trail and voices no objections to the proposal as submitted. However, it is important to note that there will need to be an on-street linkage for the multi-modal aspects of the original project.

I appreciate the opportunity to review your request. Should you require further information or have any questions, feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt VanAuken".

Matt VanAuken
Special Projects Branch

TRANSPORTATION ENHANCEMENT PROJECT
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1

State Job No. 24554(04)

F.A. Project No. STP-114E(199)EH

LEGACY TRAIL SOUTH EXTENSION

This Supplemental Agreement Project Agreement is made and entered into by and between the Oklahoma Department of Transportation, (hereinafter **DEPARTMENT**), and the City of Norman, Cleveland County, Oklahoma, (hereinafter **SPONSOR**) said parties being the same who executed the original Transportation Enhancement Project Agreement.

WITNESSETH

WHEREAS: It is deemed necessary by the **DEPARTMENT** and **SPONSOR**, and in order to revise the scope of the original Transportation Enhancement Project Agreement; and

WHEREAS: Under the terms of Section 15, Paragraph A of the original Transportation Enhancement Project Agreement, said revisions must be reduced to a written supplemental agreement and executed by the **DEPARTMENT** and **SPONSOR**.

NOW, THEREFORE: the **DEPARTMENT** and **SPONSOR**, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

- A. The following sections are hereby modified from the original Transportation Enhancement Project Agreement;

Section 1: PROJECT FUNDING

- A. The **DEPARTMENT** agrees that Federal Aid Surface Transportation Program Funds shall be used to provide 80% of the Transportation Enhancement Program eligible project costs estimated to be \$ 60,496.00 and the **SPONSOR** agrees that

non-federal **SPONSOR** funds shall be used to provide their obligation of 20% of the eligible project costs estimated to be \$ 15,124.00 for a total eligible project cost estimate of \$ 75,620.00 including the project specific activities and estimated funding amounts as exemplified in Attachment "A", titled "Table 1, Estimated Project Budget".

Section 4: PROJECT COST REIMBURSEMENT

- A. The total amount of Federal-Aid funds allowable to the Legacy Trail South Extension Transportation Enhancement Project under the Transportation Enhancement provisions of the Transportation Equity Act is \$ 60,496.00. The **SPONSOR** shall provide \$ 15,124.00 in matching funding as set forth in the project budget delineated in Attachment "A", titled "Table 1, Estimated Project Budget".

- B. That the original Transportation Enhancement Project Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Deputy Director of the **DEPARTMENT** of Transportation, or his designee, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Deputy Director of the **DEPARTMENT** of Transportation and the **SPONSOR** has executed same pursuant to authority prescribed by law. The **SPONSOR** on this ____ day of _____, 20____, and the **DEPARTMENT** on the ____ day of _____, 20____ .

CITY OF NORMAN

APPROVED AS TO FORM
AND LEGALITY

R. B. Neal

City Attorney

Mayor

ATTEST:

(Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM
AND LEGALITY

General Counsel

Chief Engineer

Recommended for Approval:

Special Projects Branch Manager

Approved by the Transportation Commission
as Agenda Item Number 89 at its regular
meeting on the 4th day of June 2007.

STATUTORY AFFIDAVIT

State of Oklahoma)
)
County of Cleveland)

Affiant, Cindy Rosenthal of lawful age, and having been first duly sworn, on oath says:

1. (S)he is the duly authorized agent of the City of Norman, Oklahoma, (sponsor), the sponsor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the sponsor nor anyone subject to the sponsor's direction or control has paid, given or donated or agreed to pay , give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached; and

The sponsor further certifies that no person who has been involved in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

If this contract is for professional services **and** if the final product is a written proposal, report, or study, the sponsor further certifies that (s)he has not previously provided the state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Signature

Date

Cindy Rosenthal
Printed Name

Mayor
Title

State of Oklahoma

County of Cleveland

Subscribed and sworn before me this _____ day of _____, 20____.

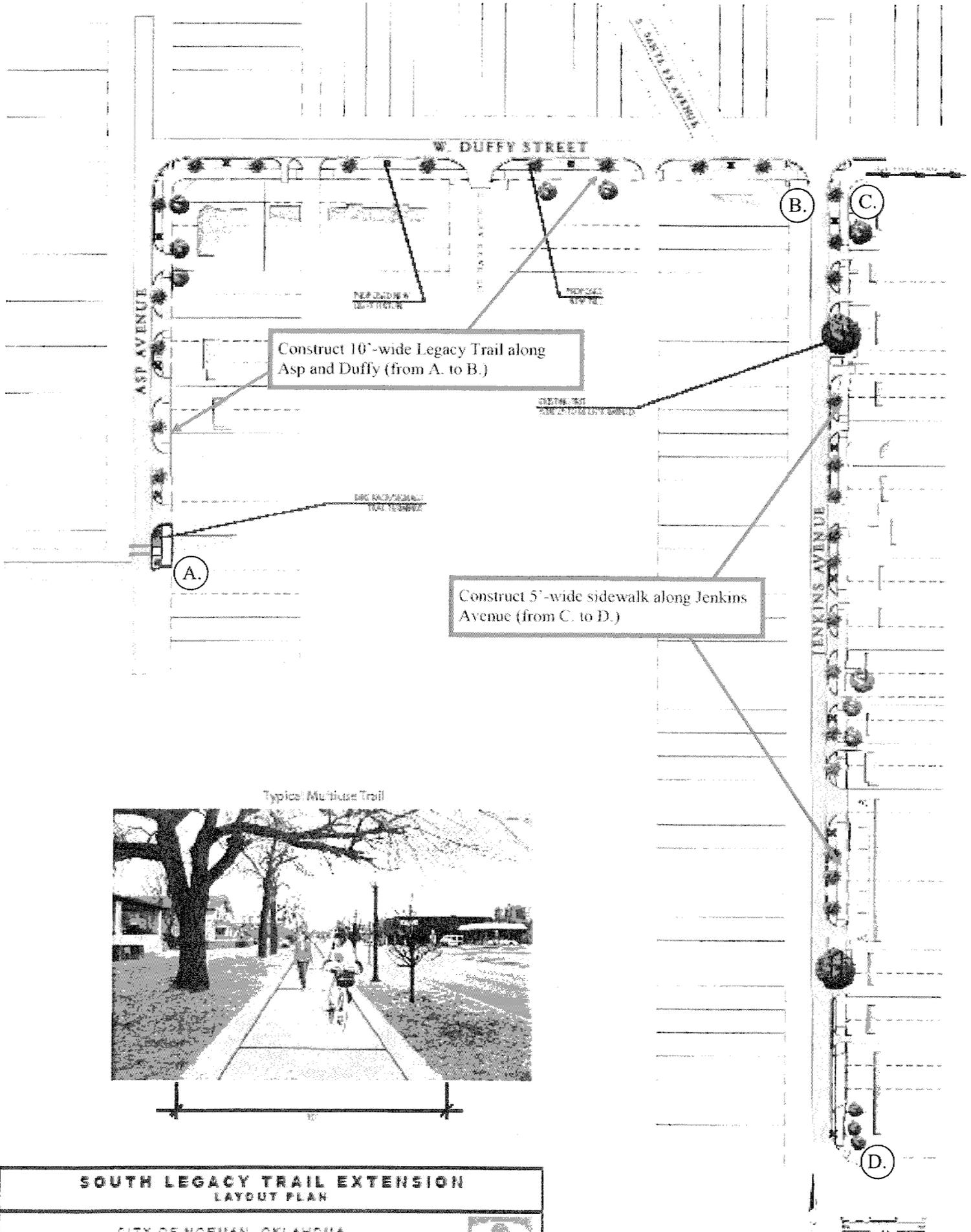
My Commission Expires: _____

Notary Public

My Commission Number: _____

ATTACHMENT "A"

Table 1 Estimated Project Budget Legacy Trail South Extension	
ITEM	Estimated Cost
- Design	\$ 50,000.00
SUPPLEMENTAL AND MODIFICATION NO. 1	
- Additional Design	\$ 25,620.00
80% Federal Funds	\$ 20,496.00
20% Sponsor Funds	\$ 5,124.00
TOTAL PROJECT ESTIMATE	\$ 75,620.00
80% Federal Funds	\$ 60,496.00
20% Sponsor Funds	\$ 15,124.00



Typical Multiuse Trail



SOUTH LEGACY TRAIL EXTENSION
 LAYOUT PLAN

CITY OF NORMAN, OKLAHOMA

MARCH 2006





CITY COUNCIL AGENDA MARCH 8, 2011

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

Item No. 12

Text File Number: K-0708-111 Amend #2

Introduced: 2/22/2011 by Mark Daniels, Utilities Engineer

Current Status: Consent Item

Version: 2

Matter Type: Contract

Title

AMENDMENT NO. TWO TO CONTRACT NO. K-0708-111: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY, AND HDR ENGINEERING, INC., INCREASING THE CONTRACT AMOUNT BY \$65,104 FOR THE LIFT STATION D REHABILITATION PROJECT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. Two to Contract No. K-0708-111 with HDR Engineering, Inc., increasing the contract amount by \$65,104; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: On January 22, 2008, the NUA approved Resolution No. R-0708-78 directing staff to implement an interim sewer solution for northern Norman, meeting the needs identified in the Wastewater Master Plan (WWMP) but delaying construction of a second wastewater treatment plant (WWTP). A new system of interceptors will convey wastewater by gravity from existing northern lift stations to a rehabilitated Lift Station D providing a pumping capacity of 6 MGD, and expand the existing equalization basin to a total capacity of 4.8 MG.

On February 26, 2008, the NUA approved Contract No. K-0708-111 with HDR authorizing completion of the preliminary design, final design, and bidding phases for Lift Station D Rehabilitation project. On April 28, 2009, the NUA approved Amendment No. 1 to the contract authorizing HDR to proceed with construction phase services for the project.

On August 25, 2009, the NUA approved Contract K-0910-34 with Walters-Morgan Construction Inc. of Manhattan, Kansas for \$5,840,000. The work began September 28, 2009 and was scheduled to be complete March 30, 2011. On February 22, 2011, the NUA approved Change Order No. 1 increasing the contract amount to \$5,905,185.28 and extending the contract time to May 23, 2011. The new equalization basin with temporary pumping facilities is in service and the existing lift station is being rehabilitated at this time; the project is approximately 75% complete.

DISCUSSION: Amendment No. 2 to Contract K-0708-111 will continue construction phase services for three additional months from February 28, 2011 through May 31, 2011 for a lump sum amount of \$65,104. The construction administration cost of \$10,818 will be funded by the Lift Station D Rehabilitation project (WW0303). The inspection fees of \$54,286 will be shared by the Lift Station D Rehabilitation construction project (55%), the

Phase 1 Raw Water Line construction project (15%) and the Water Well House construction projects (10 wells at 3% each). All three projects should be complete by May 31, 2011. The project cost sharing is detailed in Attachment 1; there are sufficient monies in each of the respective accounts to fund the additional work.

RECOMMENDATION: Staff recommends the NUA approve Amendment No. 2 to Contract K-0708-111 with HDR Engineering, Inc. in the amount \$65,104 with funding as detailed in Attachment 1.

Attachment 1
Proposed Funding for
Amendment No. 2 to Contract K-0708-111

<u>Project</u>	<u>Project No.</u>	<u>Share</u>	<u>Inspection Cost</u>	<u>Construction Administration</u>	<u>Subtotals</u>	<u>Account</u>
Lift Station D	WW0303	55.0%	\$29,853.00	\$10,818.00	\$40,671.00	322-9234-432-61-01
Well 51	WB0114	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Well 52	WB0115	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Well 54	WB0117	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Well 55	WB0118	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Well 56	WB0119	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Well 57	WB0120	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Well 58	WB0121	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Well 59	WB0122	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Well 60	WB0123	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Well 61	WB0124	3.0%	\$1,629.00	\$0.00	\$1,629.00	031-9345-462-61-01
Raw Water Line	WB0051	15.0%	\$8,143.00	\$0.00	\$8,143.00	322-9234-432-61-01
	<u>Totals</u>	<u>100.0%</u>	<u>\$54,286.00</u>	<u>\$10,818.00</u>	<u>\$65,104.00</u>	

AMENDMENT NO. 2
TO AGREEMENT
FOR
PROFESSIONAL SERVICES

WHEREAS:

HDR Engineering, Inc. ("ENGINEER") entered into an Agreement on **February 26, 2008**, to perform engineering services to design the Lift Station D Rehabilitation ("Project");

ENGINEER entered into Amendment No. 1 on **April 28, 2009**, to perform engineering services and resident project representative services during construction of the Project;

The Norman Utilities Authority ("OWNER") desires to supplement this Agreement in order for ENGINEER to perform services beyond those previously contemplated;

ENGINEER is willing to supplement the agreement and perform the additional engineering services.

Now, therefore, ENGINEER and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below:

Exhibit A, ENGINEER's Services, shall be supplemented with the following:

PART I – BASIC SERVICES

A1.04 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract*. This task is extended by approximately 90 days from March 1 through May 31, 2011.

16. *Monthly Construction Progress Meetings*: Attend three additional meetings.

17. *Resident Project Representative (RPR)*. This task is extended approximately 90 days from March 1 through May 31, 2011. This includes 66 working days (Monday through Friday).

Exhibit C, Payments to ENGINEER for Services and Reimbursable Expenses, shall be revised and supplemented with the following:

C4.01 *For Basic Services Having A Determined Scope*

D. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A for the Construction Phase as follows:

- 1. A Lump Sum amount of \$10,818 for the extended services under this amendment. The total Lump Sum for this task is increased to \$361,529. Exhibit C-1 shows the basis of compensation for the amount.
- E. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A for the Resident Project Representative as follows:
 - 1. A Lump Sum amount of \$54,286 for the extended services under this amendment. The total Lump Sum for this task is increased to \$483,982. Exhibit C-1 shows the basis of compensation for the amount.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

OWNER:

ENGINEER:

Signature: _____

Signature: _____ 

By: Cindy Rosenthal

By: Ramon Miguez

Title: Chairman

Title: Vice President

Date Signed: _____

Date Signed: 2/22/11

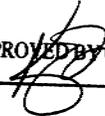
APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
 BY  DATE 2/22/11

Exhibit C-1, Basis of Compensation

Norman Utilities Authority - Lift Station D Rehabilitation
Amendment No. 2

Task Description	Labor Classifications, Manhours, and Costs											Total Hours	Total Cost
	Project Manager	Project Engineer	Process/Mechanical	HVAC/Mechanical	Electrical/I&C	Structural	QA/QC	Resident Project Repres.	O&M Specialist	Technician/Drafting	Engineering Assistant		
	<i>Cartwell</i>	<i>Evans</i>	<i>Miller</i>	<i>Altemeppen</i>	<i>Thames/Pennel</i>	<i>Saggi</i>	<i>Cronister</i>	<i>Fairweather</i>	<i>Trout</i>	<i>Franklin</i>	<i>Rayshell</i>		
	\$ 215.00	\$ 129.00	\$ 147.00	\$ 135.00	\$ 190.00	\$ 219.00	\$ 225.00	\$ 94.00	\$ 161.00	\$ 125.00	\$ 101.00		
Construction Phase													
1. General Administration	8	8									8	24	\$ 3,560
16. Monthly Construction Progress Mtgs. (3)	12	12										24	\$ 4,128
Subtotal, Manhours:	20	20									8	48	
Subtotal, Direct Labor:	\$ 4,300	\$ 2,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 808		\$ 7,688
Subtotal, Expenses:													\$ 3,130
Total, Construction Phase:													\$ 10,818
Construction Resident													
1. Resident Project Representative (66 working days)								528				528	\$ 49,632
Subtotal, Manhours:								528				528	
Subtotal, Direct Labor:								\$ 49,632					\$ 49,632
Subtotal, Expenses:													\$ 4,654
Total, Construction Resident:													\$ 54,286
TOTAL, MANHOURS:	20	20						528			8	576	
TOTAL, DIRECT LABOR:	\$ 4,300	\$ 2,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,632		\$ -	\$ 808		\$ 57,320
TOTAL, EXPENSES:													\$ 7,784
GRAND TOTAL, AMENDMENT NO. 1:													\$ 65,104

Exhibit C-1, Basis of Compensation**Norman Utilities Authority - Lift Station D Rehabilitation
Amendment No. 2**

Expense Description	Construction Phase			
	Quantity	Unit	Unit Cost	Total Cost
Expenses				
1. Mileage	150	Mile	\$ 0.445	\$ 67
2. Meals	3	Day	\$ 60.00	\$ 180
3. Lodging	-	Day	\$ 120.00	\$ -
4. RPR Lodging	-	Month	\$ 600.00	\$ -
5. Airfare	6	Trip	\$ 260.00	\$ 1,560
6. Rental Car	3	Day	\$ 75.00	\$ 225
7. Postage & Facsimile	3	Month	\$ 200.00	\$ 600
8. Phone	3	Month	\$ 100.00	\$ 300
9. Reproduction	200	Page	\$ 0.10	\$ 20
10. Computer	48	Hour	\$ 3.70	\$ 178
11. Vellum Reproducibles	-	Sheet	\$ 4.00	\$ -
12. Mylar Reproducibles	-	Sheet	\$ 8.00	\$ -
13. Full-Sized Prints	-	Sheet	\$ 3.00	\$ -
Total Expenses:				\$ 3,130
Expense Description	Construction Resident			
	Quantity	Unit	Unit Cost	Total Cost
Expenses				
1. RPR Lodging	3	Month	\$ 750.00	\$ 2,250
2. Postage and Fax	3	Month	\$ 50.00	\$ 150
3. Phone	3	Month	\$ 100.00	\$ 300
4. Computer	528	Hour	\$ 3.70	\$ 1,954
Total Expenses:				\$ 4,654



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 13

Text File Number: K-0708-113 Amend #3

Introduced: 2/22/2011 by Bob Hanger, Stormwater Engineer

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

AMENDMENT NO. THREE TO CONTRACT NO. K-0708-113: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE OKLAHOMA CONSERVATION COMMISSION, AND WATERSHED RESTORATION INC., EXTENDING THE CONTRACT UNTIL SEPTEMBER 30, 2011, FOR THE BROOKHAVEN CREEK IMPROVEMENT PROJECT.

ACTION TAKEN: Motion to approve or reject Amendment No. Three to Contract No. K-0708-113 with the Oklahoma Conservation Commission and Watershed Restoration, Inc., extending the contract until September 30, 2011; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: Brookhaven Creek, between Crossroads Boulevard and Robinson Street, is an urban stream on the west side of Norman. This stream was modified in the 1970s to convey and hold storm water. Although this creek was designed to be cleaned out periodically to maintain its storage capacity, this was not done and the stream has since become overgrown with vegetation. To improve drainage along this section of Brookhaven Creek, the City proposed in 1998 to construct a concrete channel to convey the water. However, the project was cancelled by the City Council after receiving opposition from concerned citizens and local environmental groups.

As a solution to this problem, the City requested a grant from the Oklahoma Conservation Commission (OCC) to use the principles of fluvial geomorphology (FGM) to rehabilitate the stream with more natural techniques as an alternative to concrete. The grant was authorized in 2007. City staff worked with the OCC and the design firm of Watershed Restoration, Inc. (WRI) to develop this project.

The timing of this grant also coincided with the City's Storm Water Master Plan which recommended fundamental methodologies to protect water quality, maintain habitat and flood plain integrity and proposed the adoption of design alternatives to traditional engineering and urban design. This grant will serve as a demonstration project for alternative methodologies and innovative practices.

The original agreement, Contract No. K-0708-113, approved by City Council on January 28, 2008, formalized the contractual relationship between the City of Norman, OCC, and WRI to provide assistance in the development and implementation of a stream/riparian restoration plan, which is part of Oklahoma's Section 14(b)(3), Wetlands Program, Amendment No. One to Contract No. K-0708-113 was approved by City Council on

September 8, 2009 which extended the contract to September 30, 2010. Amendment No. Two to Contract No. K-0708-113 was approved by City Council on Oct. 12, 2010, which increased the grant contribution by \$10,000 and extended the contract to March 15, 2011. The bid for the Brookhaven Creek Improvement Project, Phase 2, was also awarded on Oct. 12, 2010, to Tallgrass Environmental Solutions, LLC, of Arcadia, Oklahoma, for \$58,411.66. This project will plant about 200 trees along Brookhaven Creek and 6800 wetland plants in the two-wetland areas adjacent to the 1.5-acre pond north of Rock Creek Road.

OCC provided the grant of \$165,000 to the City for the project. The amount of \$150,000 would go toward construction and \$15,000 for the purpose of incorporating wetland and riparian protection measures with low impact alternatives into the City's Storm Water Master Plan. In addition, these funds are to be used for the education of City staff and local developers and engineers concerning the above-mentioned wetland and riparian protection measures. Training workshops are being scheduled in spring of 2011. The OCC has overseen the project, coordinated with other state and federal environmental agencies, provided technical assistance and proposes to sponsor educational seminars by demonstrating the project. WRI is the design engineering firm for the project. WRI has facilitated completion of the project by coordinating with non-governmental entities such as the Sierra Club, Audubon Society, Norman Park Foundation, Norman Greenbelt Commission and others.

The City has provided access to the property, managed the project bidding process, overseen the project construction, and will provide future maintenance after the project completion. In addition, the City has provided a cash donation of \$100,000 and in-kind services up to a value of \$50,000 toward the project. Finally, City staff has coordinated with the firm of PBS&J to integrate some of these design concepts into the Storm Water Master Plan.

WRI identified the Rock Creek Road Overpass location as ideal for a storm water detention pond and wetlands. It was also found to be more efficient and cost-effective to construct these drainage improvements simultaneously with the Rock Creek Road Overpass Project. This part of the Brookhaven Creek Improvement Project is located on a 4.54 acre tract of land owned by the City of Norman and is located north of Rock Creek Road about 200 feet west of the west I-35 service road. The proposed project consists of the construction of a 1.5-acre pond seven feet deep. The northern portion of the pond will be a wetlands area for the purpose of storm water cleansing and wildlife habitat. The area west of the pond will be a park area. The remainder of the grant funds will be used to provide additional storm water improvements along Brookhaven Creek between Crossroads Boulevard and Rock Creek Road. The pond and associated improvements have been constructed by Silver Star Construction Company as part of the ODOT contract for the Rock Creek Road Overpass Project. The project is 75% complete with only the paved trail/bike path remaining.

The Brookhaven Creek Improvement Project, Phase 1, consisted of ten (10) rock ramps located in the flow line of Brookhaven Creek between Crossroads Boulevard and Rock Creek Road. This will help control the creek flow line erosion. On July 27, 2010 Council awarded Contract No. K-1011-07, Phase 1, to Central Contracting Services, Inc., in the

amount of \$70,000. This work has been completed. Phase 2 consisted of tree planting along the creek and the planting of wetland plants in the proposed wetlands area north of Rock Creek Road. Phase 2 was bid September 2, 2010. The work commenced in October 2010, and will be completed by March 2011.

Funds for the project are available from the \$165,000 OCC grant. In December 2009 the amount of \$60,000 was transferred from the Capital Fund Balance to this project. On July 27, 2010, the remaining \$105,000 was transferred for a total of \$165,000.

In addition, the adjacent property owner, S & S Family Properties, LLC, has agreed to pay for half of the cost ($\frac{1}{2} \times \$ 7,000 = \$3,500$) of the 1.5 acre pond dam north of Rock Creek Road. S & S Family Properties, LLC, agreed to this because the pond can be used for future detention when their property develops. An amendment to the June 9, 2009, Agreement for Acquisition of Right-of-Way (Rock Creek Road Overpass Project) will be forthcoming from the City Attorneys office.

DISCUSSION: The proposed Amendment No. 3 contract time extension to September 30, 2011, was recommended by the OCC to allow more time for the following activities:

1. Preparation of the site management agreement between the City of Norman and the OCC, which will assure that the project is maintained properly;
2. Preparation of a report with specific Low Impact Development Best Management Practices as an alternative to traditional engineering designs; and
3. Plan an educational workshop for developers, engineers, and City staff to discuss fluvial geomorphology, the Brookhaven Creek Improvement Project, and regulations.

RECOMMENDATION: Staff recommends that Amendment No. Three to Contract No. K-0708-113 be approved and the agreement be authorized.

AGREEMENT MODIFICATION

**BY AND BETWEEN
THE OKLAHOMA CONSERVATION COMMISSION, THE CITY OF NORMAN
AND
WATERSHED RESTORATION INC.
(AMENDMENT #3 – EXTENSION TO 9/30/2011)**

Whereas, the Oklahoma Conservation Commission, the City of Norman and Watershed Restoration Inc. entered into an initial agreement originally ending September 30, 2010 and extended through March 15, 2011, for the project titled Oklahoma's FY 2006 §104(b)(3) Wetlands EPA CD- 966400-01, Project 1, Task #571, *Partnerships for Wetland Protection, Restoration, and Planning in an Urban Setting*; and

Whereas, both parties desire to modify said Agreement to extend the project;

Now therefore, the Agreement is modified as follows:

- The period of agreement has been extended through **September 30, 2011**.

All other terms and conditions of said Agreement remain in effect.

IN WITNESS WHEREOF, the parties have executed this agreement modification as of the date last written below.

OKLAHOMA CONSERVATION COMMISSION

By: 
Mike Thralls, Executive Director

Date: Feb. 7, 2011

WATERSHED RESTORATION, INC.

By: 
Robert W. Nairn, President

Date: FEBRUARY 7, 2011

CITY OF NORMAN

Approved as to form and legality this 1 day of March, 2011.

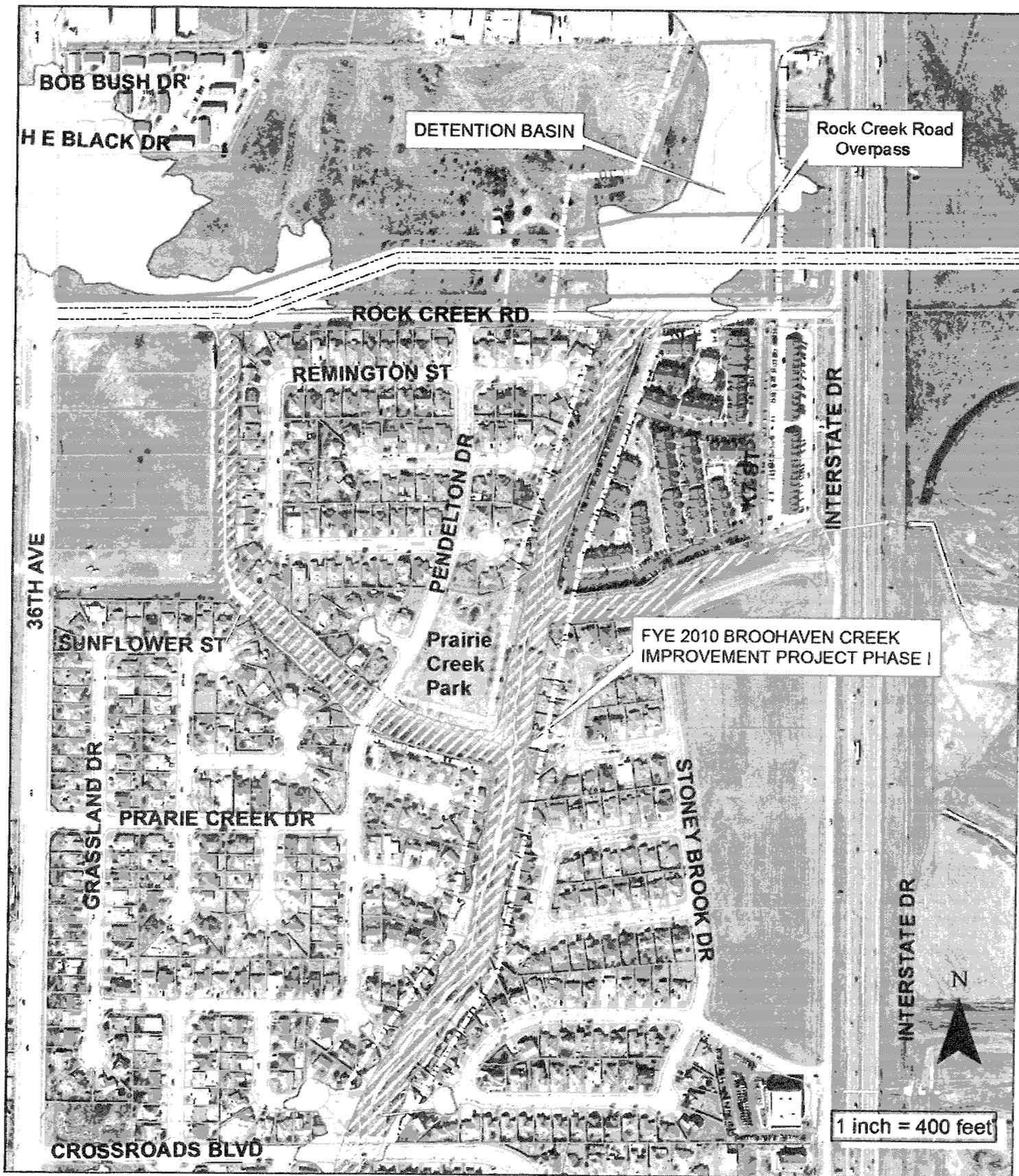
By: 
City Attorney

By: _____
Mayor Cindy Rosenthal

Date: _____

Attest: _____
Brenda Hall, City Clerk

Date: _____





CITY COUNCIL AGENDA
MARCH 8, 2011

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

Item No. 14

Item File Number: K-1011-59 Final

Introduced: 2/24/2011 by Brenda Hall, City Clerk

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-1011-59 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STANDARD ROOFING COMPANY, INC., FOR THE FIRE ADMINISTRATION AND FIRE STATION NO. ONE ROOF REPLACEMENT PROJECT.

ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$145,349.00 to Standard Roofing Company, Inc.

ACTION TAKEN: _____

Body

BACKGROUND: City Council, in its meeting of October 12, 2010, approved Contract No. K-1011-59 with Standard Roofing Company, Inc., in the amount of \$167,195 for the Fire Administration and Fire Station No. One Roof Replacement Project. The scope of work for the Fire Administration Facility roof which was 17 years old included removal of the existing 5,500 square foot asphalt shingle roof down to the deck and replacing it with a new asphalt shingle roof and the project at Fire Station No. One included removing an 11,848 square foot membrane hot asphalt roof which is 11 years old down to the metal deck and replacing it with a cold process built up roof.

DISCUSSION: The roofs were completed at the end of January 2011, final inspection has been made, and all 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 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. Funds were budgeted in the FYE 2011 Capital Budget, Project No. EF1002, Building Roofs, Construction (050-9540-419.61-01).

STAFF RECOMMENDATION: Staff recommends that the Fire Administration and Fire Station No. One Roof Replacement Project be accepted and final payment in the amount of \$145,349 be authorized.

INVOICE

STANDARD ROOFING CO., INC.

Remit: P.O. Box 60150, Okla. City, Ok. 73146-0150
Delivery: 19 N.W. 16th., Okc, Ok. 73103 Office (405) 236-8401
Fax (405) 236-0620

SOLD TO:
City of Norman
Attn: Accounts Payable
201-C West Gray Street
Norman, Ok. 73068

INVOICE NUMBER: 11213 DW
INVOICE DATE: 01/27/11
OUR ORDER NO. 10537
CUSTOMER NO. 1171
CUSTOMER FAX

JOB LOCATION:
Fire Administration & Fire Station

TERMS: Net 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	As per contract dated 10/18/20 Contract No. K-1011-59 Fire Administration and Fire Station No.1 Roof Replacement Project 415 E. Main Norman, Okla.		145,349.00
AMOUNT DUE THIS INVOICE			\$145,349.00

THANK YOU FOR YOUR BUSINESS



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 15

Text File Number: K-1011-137

Introduced: 2/14/2011 by Debra Smith, Environmental Services
Coordinator

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-1011-137: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PSC D/B/A CHEMICAL RECLAMATION SERVICES IN THE AMOUNT OF \$75,000 TO PROVIDE A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT TO BE HELD APRIL 9, 2011, AT THE LLOYD NOBLE CENTER PARKING LOT.

ACTION TAKEN: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1011-137 with PSC d/b/a Chemical Reclamation Services in the amount of \$75,000 and Performance Bond No. B-1011-74; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: The City of Norman has been conducting an annual household hazardous waste collection event since 1999. The City Council appropriated \$84,000 in the Fiscal Year Ending (FYE) 2011 budget to provide citizens of Norman an environmentally sound method for disposal of household-generated hazardous waste (HHW).

DESCRIPTION: Request for Proposal No. RFP-0910-45 was mailed to six (6) firms on January 14, 2010. Three (3) firms submitted technical and cost proposals on February 2, 2010 in accordance with the RFP. The Review Committee, consisting of three (3) staff members, evaluated the firms based on their technical proposal and selected PSC d/b/a Chemical Reclamation Services as the most qualified proposal.

On March 9, 2010, the Norman Utilities Authority executed Contract No. K-0910-138 with PSC d/b/a Chemical Reclamation Services. The HHW collection event was successfully completed in April, 2010. There were over 1,700 cars that disposed of waste material at the event. Approximately 31,000 pounds of chemicals, 11,250 pounds of used motor oil, 2,250 pounds of antifreeze, 25,300 pounds of latex paint, and 38,000 pounds of oil-based paint were brought to the event. In addition, approximately 37,500 pounds of electronics (computers, TVs, etc.), 1,600 fluorescent lights, 900 tires, 450 automotive batteries, and 74 old appliances (refrigerators, washers, dryers, etc.) were collected. The Norman Police Department was present to assist with the collection and destruction of pharmaceuticals brought in by citizens. All of this waste was safely removed and provided the citizens of Norman an environmentally sound method for disposal of household-generated hazardous waste. The language of RFP-0910-45 allowed the NUA to continue use of the selected contractor for one year if both parties were agreeable. Staff found the services of PSC to be worthy of continued use based on the performance of the contractor in handling the largest

turnout of participants in the history of this event. Based on the success of the last event and continued use of the FYE 10 cost proposal, staff recommends approval of Contract No. K-1011-137 with PSC d/b/a Chemical Reclamation Services. RFP 0910-45 required the contractor to provide a performance bond to ensure that all collected waste material is properly recycled or disposed of in a safe and environmentally sound method.

The FYE 11 budget appropriated funds for the event in Other Business Services account (032-5543-432.41-99). The HHW Collection Event will be conducted on April 9, 2011 in the southwestern portion of the Lloyd Noble Center parking lot. Staff anticipates participation of 900-1100 vehicles at an estimated cost of \$75,000. This maximum amount should be adequate based on the volume of HHW collected during the previous events. Adequate funds are available to fund this contract. Although staff does not anticipate going over \$75,000, in the event of greater participation than previous years, a follow-up change order will be necessary to cover the increased amount.

In addition, funds will be encumbered for miscellaneous costs such as public notice, event signage, site rental, and drinks, lunch and tee shirts for an estimated 90-100 volunteers.

City staff has explored sites for this event which could allow us to avoid or reduce the site rental fee. The fee covers electricity, set-up, and rental of site. There are several criteria for a site that must be met. These include size, multi-day availability, impervious surface, access to electricity, and citizen familiarity. City staff was unable to locate a site other than the Lloyd Noble Center's parking lot that meets all the needs of the event.

RECOMMENDATION: Staff recommends approval of Contract No. K-1011-137 in the maximum amount of \$75,000 with PSC d/b/a Chemical Reclamation Services and the Chairman be authorized to sign Performance Bond No. B-1011-74 in the amount of \$75,000 upon approval of the City Attorney.

HHW Collection Event
Agreement for Professional Services

This AGREEMENT, made and entered into this _____ day of _____, between the NORMAN UTILITIES AUTHORITY, a public trust in the State of Oklahoma hereinafter called "Authority", and _____ PSC, LLC hereinafter called "Contractor";

WHEREAS, Authority will sponsor a Household Hazardous Waste Collection Event to provide a safe, convenient place where citizens of Norman can dispose of stored household pollutants and other non-regulated wastes on April 9, 2011; and

WHEREAS, Contractor has knowledge and experience in collecting, identifying, packaging, labeling, hauling, recycling, treating, incinerating, and/or disposing of said pollutants; and

Now, THEREFORE, in consideration of the promises containing herein, the parties hereto agree as follows:

- 1.0 Scope of Services: Contractor shall perform in a good and professional manner the services identified in the Authority's *Scope of Services*. Any conflict between the terms of this Agreement and the terms of the *Scope of Service*, the *Technical Proposal*, or *Cost Proposal* and any addenda will be governed by the terms of this Agreement.
- 1.1 Contractor shall have present at the collection site, employees or agents of Contractor (as described in the Technical Proposal) trained in the identification of hazardous and acutely hazardous wastes as defined by Federal law or regulations, and such materials and equipment as necessary to unload, handle, containerize, label, weigh, manifest, load, and transport such wastes from the Household Hazardous Waste Collection Event in a manner conforming to State and Federal laws and regulations.
- 1.2 All wastes must be weighed and removed from the collection site (or secured) by 6 p.m. on the day of the collection event. Waste manifests showing the waste type, weight of waste and container, container size (or volume), and point of destination shall be provided to Authority prior to transporting wastes off-site. A summary report shall be submitted within 30 calendar days following the collection event. Final waste manifests shall be submitted within 90 calendar days following the collection event
- 1.3 Contractor shall only accept household wastes from residents of the Norman Community. The Authority shall make this determination.
- 1.4 Unless the Contractor and the Authority mutually agree, the following items will not be accepted by the Contractor for disposal:
 - (a) Radioactive materials (as regulated by D.O.T. or the Nuclear Regulatory Commission).
 - (b) Explosives (as defined by the Bureau of Alcohol, Tobacco, and Firearms) including: organic peroxides (unstable), and picric acid.
 - (c) Polychlorinated Biophenyls (PCB's).
 - (d) Compressed gases (aerosol containers are acceptable).
 - (e) Biological or infectious wastes.
 - (f) All Poison A compounds as listed in the Hazardous Materials Table of 49 CFR 172.101.
 - (g) All materials listed as forbidden in the Hazardous Materials table of 49 CFR 172.101.

- 1.5 Contractor will take title to the waste once accepted by a Contractor's employee at the collection site. Contractor will act as the generator of the waste.
- 2.0 Warranty: Contractor warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transportation, treatment, and disposal of hazardous wastes. Contractor further warrants that it will perform all services under this Agreement in a safe, efficient, and lawful manner using industry-accepted practices, and in full compliance with all applicable State and Federal laws governing its activities under this Agreement, and that it is under no legal restraint or order which would prohibit transfer of possession or title of collected wastes to Contractor or prohibit the servicing of such waste or Contractor's performance of services under this Agreement.
- 3.0 Indemnification: Contractor shall indemnify, hold harmless, and defend the Authority from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the cost and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the Authority or which the Authority may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction, or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations orders, to the extent that such damage was caused by Contractor or Contractor's agents' negligence, willful or intentional act or omission, breach of contract or a failure of Contractor's warranties to be true, accurate, or complete.
- 4.0 Insurance: Contractor shall procure and maintain at its expense, at least the following insurance:
- 4.1 Comprehensive General Liability with personal injury not less than \$125,000 per person, property damage limits of not less than \$125,000 per occurrence and total aggregate amount of not less than \$5,000,000.
- 4.2 Automobile Liability with personal injury not less than \$125,000 per person, property damage limits of not less than \$125,000 per accident and total aggregate amount of not less than \$1,000,000.
- 4.3 Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$125,000 for each occurrence.
- 4.4 Pollution Control Liability with an aggregate amount of not less than \$3,000,000 per accident.
- 4.5 Consultant Environmental Liability with an aggregate amount of not less than \$5,000,000 per accident.
- 4.6 Contractor shall furnish certificates of insurance listing the City of Norman and the University of Oklahoma as insured; the certificate shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to the City of Norman.
- 5.0 Payment Terms:
- 5.1 Compensation. Contractor shall provide all services in this Agreement at the unit prices stated in the Cost Proposal. Contract amount will not exceed \$75,000.00 unless agreed to in writing by Authority. Contractor understands that they will be paid for the actual pollutants collected, either cost per pound or cost per unit for each pollutant or wastestream collected. Contractor shall submit an itemized list of all pollutants collected,

by weight and by container size, and multiplied by the specified unit price in the Cost Proposal for that wastestream.

- 5.2 Approval of Payment. The Authority shall not pay Contractor until fully executed Uniform Hazardous Waste Manifests for all waste and a report summary have been received and accepted by the Authority. The Uniform Hazardous Waste Manifests shall serve as notification that the Household Pollutants were received and properly disposed of by Contractor. The report shall summarize the number of participants, the type and quantity (by weight) of waste, and method of disposal. All invoices not contested in writing with ten (10) business days of receipt of all required information are deemed acceptable by the Authority as true and accurate and are payable in full.
- 6.0 Independent Contractor: Contractor is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all its employees and operations. Neither Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the Authority.
- 7.0 Delegation and Subcontracting: Contractor may not, without the prior written consent of the Authority, delegate or subcontract the performance of the work, or any portion thereof, which is by this Agreement undertaken by Contractor.
- 8.0 Uncontrollable Forces: Neither the Authority nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to forces which are beyond the control of the parties.
- 9.0 Notice: Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To:	Authority	Contractor
	Norman Utilities Authority	PSC, LLC
	Debra Smith	5151 SAN FELIPE
	P.O. Box 370	HOUSTON, TX 77056
	Norman, OK 73070	

- 9.1 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the Authority.
- 10.0 Integration and Modification: This Agreement includes the Scope of Services, Technical Proposal, Performance Bond, and Cost Proposal, as attached, and represents the entire and integrated Agreement between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the scope of services herein, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.
- 11.0 Severability: If any portion of this Agreement shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this Agreement shall remain in force and effect.
- 12.0 Waiver: No waiver of the terms, conditions and/or covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties. No waiver by either party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any other provision or condition of this Agreement, or a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing signed by the parties.

- 13.0 Assignment: The Authority may not assign this Agreement or any provision hereof without the prior written consent of Contractor, which consent may be withheld.
- 14.0 Section Headings: Headings of particular sections are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the sections to which they refer.
- 15.0 Governing Law: The validity, interpretation and performance of this Agreement, and the legal relations of the parties, shall be governed by and construed in accordance with the laws of the State of Oklahoma.

15.1

IN WITNESS WHEREOF. The Parties have executed this Agreement.

DATED this 14 day of February, 2011.

NORMAN UTILITIES AUTHORITY

Authority

Contractor



Chairman

GARY CAVALLO - REGIONAL VICE PRESIDENT
Title

Date

FEBRUARY 14, 2011
Date

ATTEST

ATTEST

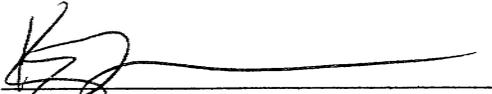
Secretary

Sue C Geuder
Secretary

Seal

Seal

APPROVED as to form and legality this 24 day of February, 2011.


City Attorney

PERFORMANCE BOND

Bond #1040857

Know all men by these presents that PSC dba Chemical Reclamation Services, LLC as PRINCIPAL, and Lexon Insurance Company, a corporation organized under the laws of the State of Texas, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of seventy five thousand dollars (\$75,000), 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:

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1011-137) with the AUTHORITY, dated March 8, 2011 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

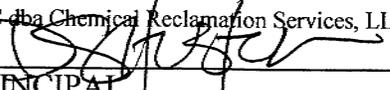
IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of _____, 2011, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the ____ day of _____, 20 11.

(Corporate Seal) (where applicable)

ATTEST



Corporate Secretary (where applicable)

RSC dba Chemical Reclamation Services, LLC


PRINCIPAL

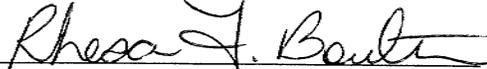
Signed: 

Authorized Representative



Name and Title

Lexon Insurance Company

SURETY By: 

Rhesa F. Boulton, Attorney-In-Fact

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 24 day of February, 2011.



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: 0000182603

REQUISITION BY: WEBB G
STATUS: DIVISION APPROVAL
REASON: 2011 HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT
DATE: 2/14/11
SHIP TO LOCATION: P W - UTILITIES DIRECTOR
SUGGESTED VENDOR: 9687 PSC-CHEMICAL RECLAMATION SERVI
DELIVER BY DATE: 4/28/11

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	2011 HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT COMMODITY: ENVIRONMENTAL AND ECOLOGI SUBCOMMOD: HAZARDOUS MATERIAL AND WA	75000.00	DOL 1.0000	75000.00	

REQUISITION TOTAL: 75000.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	03255434324199	Business Services	75000.00
		Other Business Services	100.00
			75000.00

REQUISITION COMMENTS:
REQUISITION IS IN THE CURRENT FISCAL YEAR.

CONTRACT X-1011-137 CONTINGENT ON NUA APPROVAL
3-8-11.



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 16

Text File Number: K-1011-143

Introduced: 2/11/2011 by Jud Foster, Director of Parks and Recreation

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-1011-143: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND BARBARA MELTON FOR THE OPERATION OF THE WESTWOOD SWIM COMPLEX CONCESSION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to approve or reject Contract No. K-1011-143 with Barbara Melton; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: As a customary service, the Westwood Swim Complex provides concession services to its patrons. The concessions have been made available on a contractual basis by various concessionaires over the many years the pool complex has been in operation. The previous concession contract expired in 2010.

DISCUSSION: Request for Proposal No. RFP-1011-57 was advertised in the *Norman Transcript* on January 21 and 28, 2011. RFPs were requested by two potential concessionaires, one of whom responded with a complete proposal. At this time we would like to recommend that City Council approve Contract No. K-1011-143 with Barbara Melton for the operation of the Westwood Swim Complex concession. Ms. Melton has provided the concession services at the Westwood Swim Complex for five years and has done a very good job during that time.

The terms and conditions of the proposed Contract No. K-1011-143 are the same as in previous contracts. We have made minor language changes to clarify items addressing the term and renewal of the agreement. We have changed the term from a five-year contract to a one-year annual renewal agreement. We have also modified the payment schedule from a weekly payment to two payments that coincide with the pool season and fiscal year dates; one payment is due June 20th and a second payment is due August 31st.

Among the terms of the contract, Barbara Melton agrees to the following:

1. Comply with all rules and regulations of the State Board of Health
2. Acquire all permits and licenses necessary to do business
3. Keep premises subject at all times to inspection by City staff
4. Keep prices charged at the concession reasonable and subject to the approval of NMA
5. Pay a weekly amount of \$430 during the pool season
6. Be responsible for ordering all food stuffs and payment thereof

7. Provide all necessary cleaning in the restaurant food preparation area
8. Be responsible for trash removal
9. Provide workers' compensation and public liability insurance policy

RECOMMENDATION: It is recommended that City Council approve Contract No. K-1011-143 with Ms. Barbara Melton for the operation of the Westwood Swim Complex concession.

January 20,2011

Parks & Recreation Department
City of Norman
Jeff Hill, Superintendent of Recreation

RFP # 1011-57
Contract Vendor for Operation of the
Westwood Swimming Pool Concession

My proposal would be to continue operation of the concession stand in much the same manner I have operated it for the previous six years. The general public seems to be very satisfied and I continuously receive compliments on the service, food, and prices.

Health Codes for the State of Oklahoma will continue to be maintained, and considered, as always, a top priority. We have a very good relationship with the State of Oklahoma Department of Health.

All equipment in the concession stand has been replaced during the past six years, with the exception of the fountain drink machine. I have added a larger freezer, two larger refrigerators, two microwaves, two air conditioners, and an ice machine. I will continue to upgrade and maintain all equipment.

General Liability Insurance is in place with Rich & Cartmill, Inc. 1608 NW Expressway, Suite 100, Oklahoma City, OK. It is renewed annually.

I agree to pay rent to the Norman Municipal Authority in the amount of \$430.00 per week.

I welcome the opportunity to continue to serve the children and parents of this community. It has been and hopefully will continue to be my pleasure.

Barbara J. Melton

CONTRACT

Contract No. K-1011-143

THIS CONTRACT is made and entered into this _____ day of _____, 2011, by and between the Norman Municipal Authority, a public trust, hereinafter referred to as the "NMA" and Barbara Melton hereinafter referred to as the "Lessee."

WITNESSETH THAT:

WHEREAS, the NMA desires to lease to Lessee that portion of the Westwood Swim Complex known as the concession area, to be operated as a retail concession business; and Lessee desires to lease the same from the NMA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein, IT IS STIPULATED and agreed between the parties as follows:

1. That the NMA hereby leases and lets unto said Lessee for the consideration and under the terms and conditions hereinafter set forth that portion of the Westwood Swim Complex designated for use as a concession. It is understood that Lessee shall have the exclusive contract right to provide food and beverage service at the above mentioned location unless otherwise approved by Lessee.
2. That Lessee accepts said location in "as is" condition and containing whatever appurtenances that may be contained therein or thereon. NMA makes no warranty of any kind as to fitness for intended use of said facilities or appurtenances.
3. That this contract shall be for a term of one year from the date above shown and shall renew annually for additional successive one year terms unless otherwise terminated by either party as provided herein.
4. That the NMA shall furnish all water and electricity necessary in the operation of said portion of the Westwood Swim Complex to be used as a concession.
5. The NMA reserves the right to close down the concession without notice in order to make emergency repairs whenever it is deemed to be necessary by the NMA.
6. Lessee shall operate said concession in a wholesome and respectable manner, and shall maintain the highest practicable standards of sanitation, complying with all laws of the State of Oklahoma, with all rules and regulations of the State Board of Public Health relative to the operation of restaurants and concessions and with all rules and regulations of the City of Norman. Lessee shall meet or exceed all applicable Federal, State and local standards governing food handlers. All necessary permits and/or licenses to engage in the subject business shall be acquired by the Lessee. Said concession shall be subject at all times to inspection by the City of Norman or NMA, its officers, agents and employees.
7. That the prices charged by Lessee for food service in and from said concession shall at all times be reasonable and subject to the approval of NMA.

8. Lessee agrees to have the concession operational and ready for retail business daily at least fifteen (15) minutes prior to scheduled activities and shall operate daily on all dates that Westwood Swim Complex is open for normal business.
9. Lessee shall pay over and deliver to the NMA an amount equal to \$430.00 per week for the lease on the pool concession, to be paid on June 20th and August 31st of each pool season. Failure of Lessee to so compensate NMA shall result in immediate termination of this agreement without discharging Lessee's liability for the unpaid monies.
10. At the commencement of the lease, a careful and exact inventory will be made by the parties covering all personal property furnished to Lessee by the NMA, including but not limited to kitchen equipment, tables, chairs and other furniture and fixtures. Lessee shall replace all damaged, broken or lost equipment and at the termination of this lease, all of such personal property shall become the property of the NMA as soon as the replacement is made; provided, however, that any personal property furnished by Lessee and not in the nature of a replacement shall remain the property of Lessee and may be removed by him at the termination of this lease. The NMA reserves the right to re-inventory all property on the premises without notice whenever it is deemed by the NMA to be necessary. Should any equipment with replacement cost in excess of \$200 reach the end of its useful life, or be damaged to the extent that repair is not feasible, then the parties hereto shall agree upon the replacement of that equipment. Should equipment be replaced by Lessee, said equipment shall be the property of the Lessee and may be removed at the conclusion of the lease.
11. The NMA shall have the right to cancel this lease with cause at any time during the lease, upon giving thirty (30) days notice in writing to Lessee. "Cause" shall include, but not be limited to, failure to meet any obligation of Lessee as set out in this lease.
12. Lessee shall be solely responsible for the purchase and maintenance of a sufficient inventory of products to serve the patrons at the Westwood Swim Complex.
13. Lessee shall not assign this contract or sublet any portion of the leased premises without the written consent of the NMA.
14. Upon a vote by NMA not to renew this lease or upon cancellation thereof by the NMA as herein above provided, this contract shall automatically terminate and no notice to vacate shall be required to be given by the NMA to Lessee.
15. Designated concession areas shall be kept in a clean, sanitary manner throughout the hours of operation. In addition, the entire concession area shall be cleaned and secured at the end of each day.
16. Lessee shall accept all responsibility for trash removal connected with concession operation to properly provided trash dumpsters outside the Westwood Golf Course Club House complex.

17. Lessee shall neither stock nor sell any alcoholic beverage of any description, to include 3.2 beer. No beer, wine or alcoholic beverage shall be permitted on the premises by Lessee, regardless of the means by which it reached said premises.
18. Lessee shall procure and maintain a good and sufficient liability insurance policy covering any losses or injuries which occur as the result of acts or omissions by Lessee or Lessee's agents, servants or employees while at leased properties. Such insurance shall not exclude losses or injuries resulting from the preparation, handling, storage, supply or delivery of products designed for human consumption. Lessee expressly agrees to indemnify and hold harmless the NMA from any liability for and against any claim arising out of acts or omissions of Lessee or Lessee's agents, servants or employees or arising out of the preparation, handling, storage, supply or delivery of products designed for human consumption. This contract shall not be deemed to be in force and effect until such time as the liability insurance policy required hereunder has been received and approved by the NMA, notwithstanding anything else herein to the contrary. The certificates of insurance shall provide the following minimum coverage outlined below:
 - a. Worker's Compensation insurance for employees as required by Oklahoma State law.
 - b. Public Liability Insurance -
 1. Property damage \$50,000 per each occurrence and \$100,000 aggregate
 2. Bodily injury - \$300,000 per each occurrence
 3. City of Norman as additional insured
19. NMA shall have the right to inspect Lessee's facilities and operation at any time and as often as is necessary in the NMA's judgement. If as the result of such inspection any unacceptable conditions are found, NMA shall give Lessee thirty-six (36) hours notification in writing, within which time it shall be the Lessee's duty to effect the required corrections. Upon Lessee's failure to make such corrections, NMA shall have the option, at its discretion, of either (a) making the corrections itself with reimbursement to be made by Lessee, or (b) immediately terminating this agreement.
21. Lessee shall furnish whatever uniforms, tools or equipment that may be required by Lessee or Lessee's agents, servants or employees.
22. Lessee shall have full and complete control over the operation of the retail concession business, subject only to the obligations of this agreement and applicable by law.
23. Non-compliance with the terms of this contract by Lessee shall be deemed to immediately terminate this contract and all rights hereunder. Upon such non-compliance control of the subject facility shall immediately revert to NMA. NMA may thereafter contract with anyone else for operation of the facility for the balance of the term.
24. The following list of concession cost responsibility is not all inclusive and is only presented in order to provide a proper understanding of the respective obligations of the parties.
25. Lessee shall be responsible for regular maintenance of all concession equipment. NMA shall reimburse lessee ½ (one half) of the maintenance cost for equipment shared by both parties by way of a deduction from the following monthly payment providing lessee submits proper

maintenance service receipts at that time.

LESSEE'S OBLIGATIONS

- Food
- Labor (including payroll, taxes and fringe benefits)
- Inventory of smallwares, glass, silver, capital equipment
- Paper and cleaning supplies
- Personnel laundry
- Office supplies
- Postage
- Health exams
- Advertising and licenses
- Taxes and licenses
- Insurance
- Laboratory test
- Training
- Regular cleaning and housekeeping of food preparation and service areas, including concession floors, tables and chairs
- Telephone & long distance
- Removal of trash from concession operation to existing dumpsters
- Custodial care of ceilings, walls, carpeting and window washing.
- Facilities planning or redecorating with approval of the NMA
- Concession equipment maintenance ½ (one half) equipment maintenance shared by both parties

NMA OBLIGATIONS

- Utilities
- Building maintenance
- Extermination services
- ½ (one half) equipment maintenance for shared by both parties
- Provide trash dumpsters

ANYTHING NOT LISTED ABOVE IS THE RESPONSIBILITY OF THE LESSEE.

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the days as set out below.

Dated this _____ day of _____, 2011.

FOR THE LESSEE:



NORMAN MUNICIPAL AUTHORITY
A MUNICIPAL TRUST

Chair of Municipal Trust

Attest

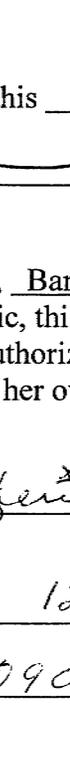
Secretary

Approved as to form on this 11 day of Feb., 2011.



City Attorney

The above signed person, Barbara Melton personally appeared before me, the undersigned Notary Public, this 11th day of February, 2011 and represented that she is authorized to sign for and bind Barbara Melton to this contract and that she executed the same as her own free and voluntary act and deed for Barbara Melton.



Notary Public

My commission expires: 12-24-2012

Commission number: 09000071



CITY COUNCIL AGENDA MARCH 8, 2011

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

Item No. 17

File Number: K-1011-145

Introduced: 2/22/2011 by John Clink, Capital Projects Engineer

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-1011-145: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF LINDSEY STREET FROM LINCOLN AVENUE EAST TO THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD TRACKS AND ADOPTION OF RESOLUTION NO. R-1011-95.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-145 with the Oklahoma Department of Transportation; and, if approved, adopt Resolution No. R-1011-95, authorize execution of the contract and resolution, and direct payment in the amount of \$580,000 to the ODOT for the City's share of the project.

ACTION TAKEN: _____

Body

BACKGROUND: The Lindsey Street Widening Project from Lincoln Avenue east to the Burlington Northern Santa Fe (BNSF) Railroad tracks involves the construction of a new four-lane roadway with 10-foot-wide bike/hike trails on both sides of the road. This project is a General Obligation Bond Project that was approved by the voters in March 2005 and it is the last of the 2005 bond projects to be bid for construction.

On April 12, 2005 Council approved Contract No. K-0405-131 with Poe and Associates, Inc. for the design of the roadway construction. On July 24, 2007 Council approved Amendment No. One for design services to change the scope of work to a "divided parkway" and to accommodate landscaping in coordination with the University of Oklahoma for the project. On September 23, 2008 Council approved Amendment No. Two to complete a drainage study and evaluate alternatives to the drainage problems at Lindsey Street and Elm Avenue via this project. On November 24, 2009 Council approved Amendment No. Three to complete the City water and sewer line relocations associated with this project to achieve federal funding. City Council executed a right-of-way and utility agreement for the Lindsey Street Widening Project with the Oklahoma Department of Transportation (ODOT) on December 8, 2009.

DISCUSSION: Prior to letting the project for bid, ODOT requires the City of Norman to enter into a project agreement and to adopt it by Resolution. ODOT has requested we approve the attached agreement that addresses the responsibilities of the City of Norman and ODOT. Staff has reviewed and approved the project agreement and resolution.

In summary, the City's responsibilities are:

1. Agree the construction shall be in conformance with the plans prepared by the City
2. Maintain the roadway and right-of-way after construction
3. Certify the project will comply with the Americans with Disabilities Act

In summary, ODOT's responsibilities are:

1. File jointly with the contractor the Notice of Intent (NOI) for a general construction storm water permit with the Environmental Protection Agency which authorizes storm water discharges associated with construction activities
2. Advertise and let the construction contract for this project
3. Construct the project in accordance with the plans
4. Provide competent supervision of the construction

The construction project is funded 80% by ODOT and 20% by local funds. ODOT has billed the City for the local matching share. Based on the latest engineer's estimate, the total construction cost is \$2,900,000. ODOT's share is \$2,320,000 and the local match is \$580,000. Funds are available in Lindsey Street Widening, Construction (Account No. 050-9552-431.61-01) Project Nos. BP0235, TR0234.

The total project cost (including design, right-of-way acquisition, utility relocation, and construction) is estimated to be \$4,114,000 with the estimated City share of \$1,794,000 (44%). The City's share has been paid using mostly bond funds; less than \$200,000 has been paid from the Capital Fund. A bid letting for this project has been scheduled by ODOT on April 14, 2011. Construction will begin in June 2011. Completion of the project is anticipated in Summer 2012. The project plans call for Lindsey Street to remain open to traffic during the Fall 2011 college football season.

RECOMMENDATION NO. 1: Staff recommends approval of Contract No. K-1011-145.

RECOMMENDATION NO. 2: Staff further recommends adoption of Resolution No. R-1011-95 approving Contract No. K-1011-145, and if approved, authorize the execution thereof and direct payment in the amount of \$580,000 for the City's share of the project.

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.

STP-114B(142)AG

22140(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 STP-114B(142)AG, State Job Number 22140(04) and which consist of actual improvements as follows:

Grade, Drain Surface and Bridge

Lindsey Street from Jenkins Ave to BNSF RR in Norman widen from two to four lanes

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 satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.

STP-114B(142)AG

22140(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-

STP-114B(142)AG

22140(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

STP-114B(142)AG

22140(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.
6. 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.

STP-114B(142)AG

22140(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.
- 7. 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.
- 8. 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."
- 9. 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.

STP-114B(142)AG

22140(04)

10. 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.
11. Based on an estimated total construction cost of \$2,900,000.00 the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 80% of the participating project costs (estimated at \$2,320,000.00). The City agrees that local funds shall be used to provide 20% of the participating project costs (estimated at \$580,000.00) and 100% of the non-participating project costs (estimated currently at \$0.00). The CITY's estimated total obligation is \$580,000 (Five hundred and eighty thousand dollars and no cents), which shall be deposited with the Department prior to advertisement for bids.
12. 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.
13. 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.

STP-114B(142)AG

22140(04)

14. 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.
15. 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.
16. 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.
17. 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.

STP-114B(142)AG

22140(04)

18. 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.
19. 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.

STP-114B(142)AG

22140(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. Neal
City Attorney

CITY OF NORMAN

Mayor

ATTEST:

City Clerk (Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government
Division Manager

Director of Capital Programs

APPROVED AS TO FORM AND LEGALITY

APPROVED:

General Counsel

Deputy Director/Chief Engineer

RESOLUTION NO. R-1011-95

**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-114B(142)AG, State Job Number 22140(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, _____.

CITY OF NORMAN

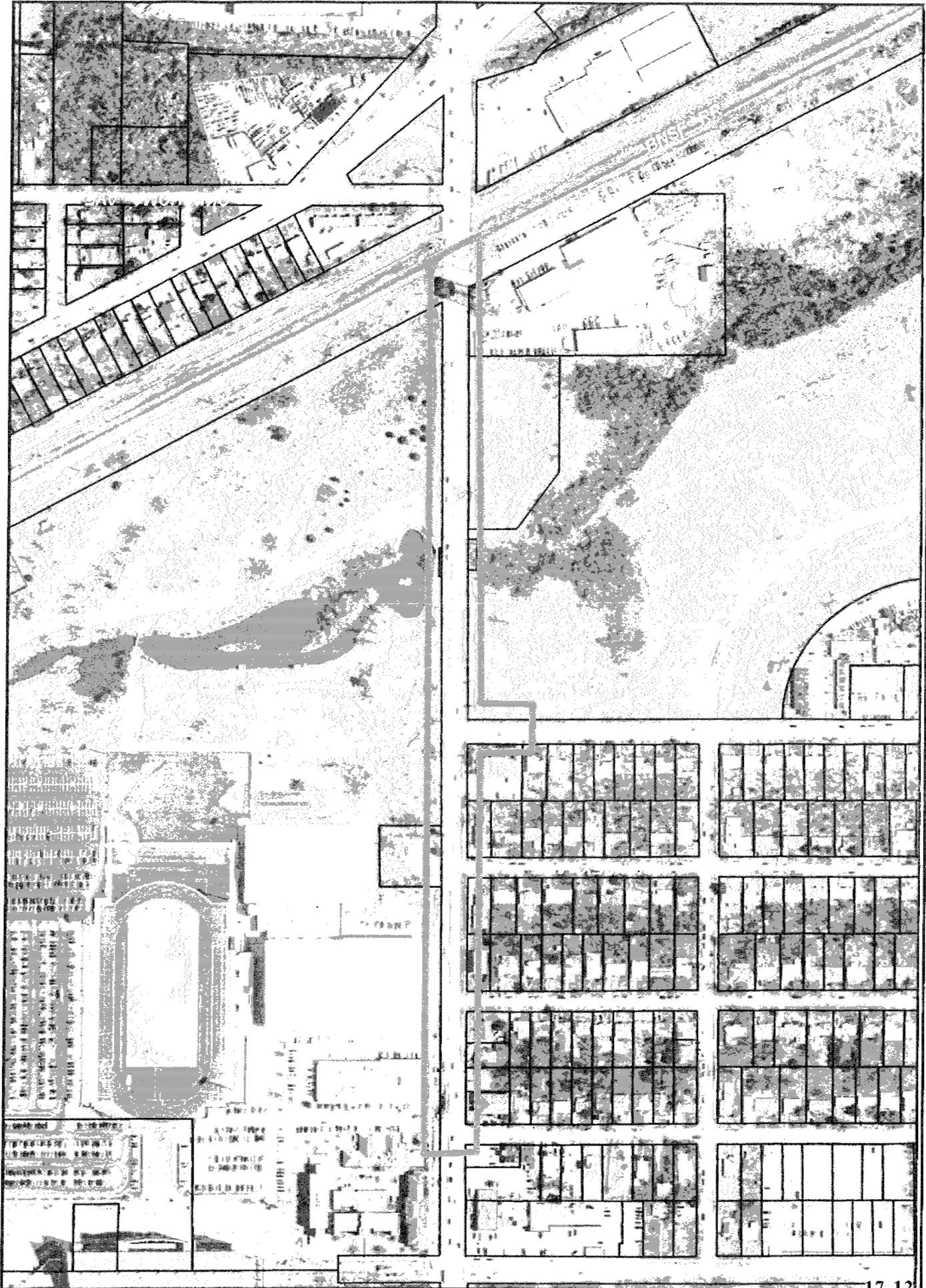
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 1st day of March, 2011

R. B. [Signature]
City Attorney

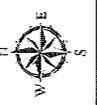


Lindsey Street Project Location Map

Aerial Photography Taken March 2010

-  Project Limits
-  Parcel Boundary

Scale: 1" = 300'
January 25, 2011



Map Produced by the
City of Natchez
GIS Services Division
The City of Natchez is an Equal Opportunity
and Affirmative Action Employer

PURCHASE REQUISITION NBR: 0000183199

REQUISITION BY: JCLINK
STATUS: DIVISION APPROVAL
REASON: ODOT CONTRACT

DATE: 2/28/11

SHIP TO LOCATION: PUB WKS- ENGINEERING

SUGGESTED VENDOR: 1514 OKLAHOMA DEPT OF TRANSPORTATIO

DELIVER BY DATE: 2/28/11

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	--------------	-----------	-------------	--------------------

1	ODOT CONTRACT	417382.17	EA	1.0000	417382.17
---	---------------	-----------	----	--------	-----------

COMMODITY: CONSTRUCTION SERVICES, HE
SUBCOMMOD: CONSTRUCTION, HIGHWAY AND

2	ODOT CONTRACT	162617.83	EA	1.0000	162617.83
---	---------------	-----------	----	--------	-----------

COMMODITY: CONSTRUCTION SERVICES, HE
SUBCOMMOD: CONSTRUCTION, HIGHWAY AND

REQUISITION TOTAL: 580000.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05095524316101	Capital Projects Construction	100.00	417382.17
2	05095524316101	Capital Projects Construction	100.00	162617.83
				580000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON COUNCIL APPROVAL ON 3/8/11. REQUISTION REQUIRES A LINE ITEM TRANSFER FROM ACCOUNTS 050-9552-431.60-01 OF \$4,691, 050-9552-431.62-01 OF 15,702.60, 050-9552-431.67-01 OF 17,682.88 TO ACCOUNT 050-9552-431.61-01. PO# 190127 IN ACCOUNT 050-9552-431.67-01 IS IN THE PROCESS OF GETTING CANCELED.



CITY COUNCIL AGENDA MARCH 8, 2011

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

Item No. 18

Text File Number: K-1011-148

Introduced: 2/25/2011 by Mark Daniels, Utilities Engineer

Current Status: Consent Item

Version: 2

Matter Type: Contract

Title

CONTRACT NO. K-1011-148: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., IN THE AMOUNT OF \$397,800 TO PROVIDE PRELIMINARY ENGINEERING DESIGN SERVICES FOR THE PHASE 2 WASTEWATER TREATMENT PLANT EXPANSION PROJECT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1011-148 with Garver, L.L.C., in the amount of \$397,800; and, if approved, authorize the execution thereof.

ACTION NEEDED: _____

Body

BACKGROUND: The primary objective of the Phase 2 Wastewater Treatment Plant (WWTP) Expansion is to increase the average daily design flow (ADF) of the WWTP from 12 million gallons per day (MGD) to approximately 17 MGD. Additionally, our new Oklahoma Pollutant Discharge Elimination System (OPDES) permit issued July 1, 2010 requires that design and construction of new disinfection facilities be expedited. The OPDES Permit contains the following compliance tasks and schedule:

1. Submit approvable engineering report by March 1, 2011.
2. Submit approvable plans and specifications by November 1, 2011.
3. Begin construction of disinfection facilities by July 1, 2012.
4. Complete construction of disinfection facilities by May 1, 2013.
5. Attain compliance with final limits for Fecal Coliform by July 1, 2013.

During the OPDES permit issuance process, staff was not able to convince the Oklahoma Department of Environmental Quality (ODEQ) to eliminate the compliance dates in this 5-year period and allow the Phase 2 WWTP Expansion to proceed in a normal manner. We were able to extend the final compliance date by one year to July 1, 2013, rather than July 1, 2012. Staff believes we will meet the compliance dates for Tasks 3, 4 and 5 above but we will be late for the Task 1 and likely Task 2. Staff has been discussing the project scope and OPDES compliance schedule with ODEQ for several months. On February 7, 2011, ODEQ verbally advised the schedule could not be modified but they might work with the NUA on intermediate task completion dates as long as we comply with final limits for Fecal Coliform by July 1, 2013.

The Phase 2 WWTP Expansion will likely include new influent flow metering, additional primary clarification, additional activated sludge treatment basins, a new effluent aeration

structure to increase dissolved oxygen (DO) in the receiving stream, a new ultra violet light disinfection process, as well as associated yard piping, electrical and instrumentation improvements.

Two separate projects are currently ongoing that will affect the ultimate design of the WWTP expansion. First, a new TMDL for a major portion of the Canadian River is being completed by ACOG in cooperation with numerous central Oklahoma communities including Norman. The TMDL will determine minimum DO content in the discharge as well as the quantity of pollutants that may be discharged at a defined wastewater flow. Second, the City of Norman has recently completed wastewater flow monitoring throughout our collection system; the collection system model is currently being developed that will predict the full build-out hydraulic design capacity of the WWTP. New structures and piping will be designed to handle the two-hour peak flow (PWWF) while treatment processes are designed to remove the pollutants at the ADF.

DESCRIPTION: Request for Proposal (RFP) 1011-36 for the Phase 2 WWTP Expansion was forwarded to design firms on September 14, 2010. Eleven proposals were received on October 8, 2010 and five firms were interviewed on October 25, 2010. The proposal review committee consisted of three staff members, two Councilmembers, and one citizen. Each committee member reviewed and rated the submitted proposals independently for (1) compliance with RFP requirements; (2) general qualifications of the firm; (3) proposed technical approach; (4) quality of references; and (5) qualifications of key personnel assigned to the project. The committee selected Garver, L.L.C. of Norman, Oklahoma teamed with Carollo Engineers (subcontract to Garver) to design the improvements.

Contract No. K-1011-148 will authorize Garver, L.L.C. to proceed with the Engineering Report (Report) and surveying phases, at lump sum costs of \$332,200 and \$65,600, respectively for a total of \$397,800. The contract allows 120 days for completion of the above work with presentation of the Report to the NUA in late July 2010.

The Report will examine the existing treatment processes and recommend improvements meeting or exceeding ODEQ requirements. The Report will also consider emerging technologies utilized nationally, and justify these technologies to the ODEQ, when applicable. For example, we will consider the possibility of completing effluent filtration now, rather than in a future WWTP expansion, to greatly enhance water quality and dramatically reduce the size and expense of the proposed disinfection facilities. The Report will demonstrate the cost effectiveness of the recommended improvements and define the final design scope. Odor control technologies will also be evaluated and, if financially feasible, implemented during Phase 2.

Staff recommends approval of the Report and surveying phases at this time, as completion will allow the final scope of work to be clearly defined. The contract envisions adding the following additional work tasks by contract amendment, if deemed appropriate by the NUA:

Preliminary Design
Final Design
Bidding Services
Construction Phase Services, and
Operational Phase Services

The Fiscal Year Ending 2011 (FYE11) budget includes design funds totaling \$3,982,000 for the Phase 2 WWTP Expansion (WW0065), including \$2,154,000 (54.1%) from the Sewer Sales Tax and \$1,828,000 (45.9%) from the Sewer Excise Tax. Thus, funding for the first phase of the design contract will be \$215,200 from Sewer Sales Tax Design (account 323-9048-432.62-01) \$182,600 from Sewer Excise Tax Design (account 322-9048-432.62-01). \$4,000,000 in construction funding is available in FYE11.

It is ultimately expected that the project funding will be augmented by a State Revolving Fund loan from the Oklahoma Water Resources Board (OWRB). The Phase 2 WWTP project is included on the FY2012 OWRB priority list for up to \$26,000,000. This low interest loan will allow future excise tax revenues to fund the majority of the construction phase of the project.

RECOMMENDATION: Staff recommends that the NUA approve Contract No. K-1011-148 with Garver, LLC of Norman, Oklahoma in the amount of \$397,800.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
NORMAN UTILITIES AUTHORITY
NORMAN, OKLAHOMA
Project No. K-1011-148**

This is an Agreement made as of _____, 20____, between the **Norman Utilities Authority**, hereinafter called "Owner" and **Garver, LLC**, hereinafter called the "Engineer".

The Owner intends to make the following improvements:

Phase 2 WWTP Expansion Design

The Engineer will provide engineering and surveying services related to these improvements as described herein.

The Owner and the Engineer in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying services by the Engineer and the payment for those services by the Owner as set forth below. Execution of the agreement by the Engineer and the Owner constitutes the Owner's written authorization to the Engineer to proceed on the date first above written with the services described herein.

SECTION 1 - EMPLOYMENT OF THE ENGINEER

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering and surveying services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner, and the standards of skill and care ordinarily used by members of the Engineer's profession practicing under similar conditions. Engineer shall correct the services that fail to satisfy this standard of care. No warranty, express or implied is included in this Agreement or in any drawing, specifications, report or opinion produced pursuant to this Agreement. For having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. All of the engineering and surveying services included in this Agreement will be supplied by the Engineer's personnel or personnel under subcontract to the Engineer including those identified in the Engineer's proposal (Carollo Engineers).

SECTION 2 - SCOPE OF SERVICES

The Engineer's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF the Owner will pay the Engineer a lump sum basis. The Owner intends to pay the Engineer from its Sewer Sales Tax and Sewer Excise Tax fund and represents that funds are available to pay the Engineer from the Sewer Sales Tax and Sewer Excise Tax Fund, or funds will be borrowed from another source as necessary to pay the Engineer.

If any payment due the Engineer under this agreement is not received within 60 days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Engineering Report	\$ 332,200	LUMP SUM
Surveys	\$ 65,600	LUMP SUM
Preliminary Design	TBD	TBD
Final Design	TBD	TBD
Bidding Services	TBD	TBD
Construction Phase Services	TBD	TBD
Construction Observation Services	TBD	TBD
Services After Construction – Warranty Follow-Up; Start-Up; etc.	TBD	TBD
TOTAL FEE	\$ 397,800	LUMP SUM

The lump sum amount to be paid under this agreement is \$397,800.

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 work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. The fees associated with the Scope of Work identified in Section 2 are only for this Agreement. Any amendments to this Agreement must be agreed to by the Owner and Engineer. All amendments shall include an updated level of effort and fee.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix B for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.

3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing the Engineer such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing the Engineer a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.
10. Furnishing the Engineer a current geotechnical report for the proposed site of construction. The Engineer will coordinate with the geotechnical engineer, the Owner has contracted with, on the Owner's behalf for the information that is needed for this project.
11. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

The Engineer's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, the Engineer will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Engineer's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

The Engineer retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and

maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants. The Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of the Engineer.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Engineer's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by the Engineer.

The Owner understands that the construction cost estimates developed by the Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, the Engineer will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

The Engineer will provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. However, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, the Engineer cannot be responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, the Engineer cannot be responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, or other subconsultants working under a subcontract to this agreement.

5.4 Hazardous Substances

If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

5.5 Insurance

The Engineer currently has in force, and agrees to maintain in force for the life of this Contract, the following schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

Engineer shall furnish Owner certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to Owner. All project contractors shall be required to include Owner and Engineer as additional insured on their General Liability Insurance policies. Engineer and Owner each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Engineer to the same extent.

5.6 Records

The Engineer will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.7 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, the Engineer agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Engineer, its subconsultants, or any other party for whom the Engineer is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify the Engineer for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Engineer and the Owner, they shall be borne by each party in proportion to its own negligence.

5.8 Design without Construction Phase Services

In the event the Engineer's Scope of Services under this agreement is not amended to include project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

If the Owner requests in writing that the Engineer provide any specific construction phase services and if the Engineer agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.9 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed the Engineer's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

5.10 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.11 Termination

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure

or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the services performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

5.12 Delay in Performance

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement. Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.13 Communications

Any communication required by this Agreement shall be made in writing to the address specified below:

ENGINEER:	Michael J. Graves Garver, LLC. 1016 24th Ave N.W. Norman, OK 73069 405-329-2555 mjgraves@garverusa.com	OWNER:	Mark Daniels Norman Utilities Authority 201-C West Gray Norman, OK 73070 405-366-5377 mark.daniels@normanok.gov
-----------	---	--------	--

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

SECTION 6 - CONTROL OF SERVICES

This is an Oklahoma Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and Engineer, the matter shall be resolved in accordance with the Laws of the State of Oklahoma.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to the Engineer. If this Agreement is so terminated, the Engineer shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, the

Engineer may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- 8.1.1 Appendix A - Scope of Services
- 8.1.2 Appendix B – Estimated Fee Breakdown

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

OWNER

ENGINEER

NORMAN UTILITIES AUTHORITY

GARVER, LLC

By: _____

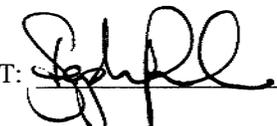
By:  _____

MICHAEL J. GRAVES

Title: _____

Title: **WATER TEAM LEADER**

ATTEST: _____

ATTEST:  _____

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY  DATE **5/11/11**

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes Conceptual Design and Surveying services necessary for the production of an Engineering Report for Phase 2 Expansion to the *Norman Utilities Authority Wastewater Treatment Plant*. Improvements will consist primarily of upgrading and expanding existing treatment processes and the addition of new disinfection treatment processes.

The Engineering Report will be prepared according to the most recently adopted Oklahoma Water Resources Board (OWRB) Clean Water State Revolving Fund (CWSRF) requirements. It is assumed that the Owner will obtain a Categorical Exclusion from the Environmental Review process. As such, the Engineer has not included any Environmental Services within this Scope of Work.

Additional services anticipated upon completion of the Engineering Report including preliminary design and final design, bidding services, construction support, observation, and operations startup services. When authorized by the Owner, these services may be added by written amendment.

2.2 Conceptual Design

The conceptual design phase submittal will include an Engineering Report and an opinion of probable construction cost. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner, the Oklahoma Department of Environmental Quality (ODEQ), and the Oklahoma Water Resources Board (OWRB) and to develop an order of magnitude cost estimate for the project. The scope of services for the Engineering Report will be based on items discussed and documented at the December 29, 2010 Norman WWTP Phase 2 Scope Development Meeting. Major elements of the Engineering Report will include the following facility or process evaluations.

- WWTP Annual Average Design Flow Rate of 17 Million Gallons per Day (MGD).
 - Max Month and Max Day Design Flow Rates will be provided by the Owner at the completion of the ongoing Wastewater Collection System Flow Monitoring and Modeling Study.
 - Engineer will assume the 17 MGD design excludes the Little River Basin sewer flows that will eventually flow to the North Plant.
 - Engineer will assume the sludge generated in the Little River Basin will be treated at the South WWTP.
 - Engineer will evaluate future flow rate phasing options when necessary to maintain project budget (\$20 Million in Construction Costs).
- WWTP Effluent Water Quality Requirements will be consistent with the conventional pollutant requirements identified within the Owner's current OPDES Permit (NO. OK0029190 effective July 1, 2010).
 - Engineer will consider future limits for phosphorus, nitrogen, and potentially lower limits for conventional parameters when recommending Phase 2 Improvements.
- Feasibility of new Flow Equalization Basins.
- Hydraulic Grade Line (HGL) determination throughout the treatment processes from the WWTP influent to the WWTP outfall.
- Evaluate additional redundancy requirements for screening conveyors at the Headworks and Westside Lift Station. Also, consider remedies to existing Headworks conveyor incline.
- New Influent Flow Measurement.
- New Primary Clarifier Flow Split.

- Evaluate existing Primary Clarifiers capacity and mechanisms for reuse or upgrade. Consider the addition of a new Primary Clarifier, and Chemically Enhanced Primary Treatment.
- Evaluate primary solids handling including gravity thickener operation and potential rerouting of primary sludge.
- Rotating Biological Contactor and Trickling Filter/Biotowers processes demolition. Evaluate the benefits of maintaining existing Secondary Pump Station for future use.
- Upgrade and Expansion of Activated Sludge System.
 - Consider potential nutrient removal requirements in future OPDES permit.
 - Consider benefits of improved primary treatment and tertiary treatment to offset additional aeration basin capacity.
- Existing Secondary Clarifier capacity and mechanisms evaluation for reuse or upgrade.
 - Consider operational and regulatory impacts of shallow sidewall depth in Secondary Clarifier Nos. 1 and 2.
 - Consider covering weirs for algae control.
- Existing RAS/WAS pump station capacity and upgrade evaluation.
 - Consider potential for a new independent Waste Activated Sludge (WAS) pump station.
 - Consider potential for additional pumps and discharge piping for WAS within the existing RAS/WAS pump station.
- New effluent filtration options including, conventional, disc, and membrane filtration alternatives.
- New Ultraviolet Disinfection.
 - Include discussion of alternate disinfectants.
 - Include discussion for disinfection of non-potable and future reuse water, including on site hypochlorite generation.
- New Post Aeration.
 - Consider diffused air and cascade aeration alternatives.
- Water Reuse Discussion.
 - A general discussion of water reuse opportunities and evaluation of existing and proposed ODEQ regulations.
- Effluent pumping (forced discharge) versus parallel outfall piping at the design flow rates and the 25 & 100-year flood conditions.
- Class A Biosolids Evaluation.
 - Include budgetary cost estimate for Co-composting as a Class A biosolid alternative.
- Evaluate new Methane Gas Storage System and consider Digester No.1 new cover as a gas holder
- Anaerobic Digester Improvements including a new digester cover for existing Digester No.1 and improved interconnecting piping to provide redundant operation of North and South Plant Digesters.
 - Consider options to convert one secondary digester to a primary digester (i.e. three primary digesters and one secondary digester).
 - Consider a new sludge blend tank to accept thickened primary and thickened secondary sludges for blending prior to entering the primary digester.
- Evaluate feasibility of implementing Odor Control technologies/features to the planned improvements.
- New Backup Power Generator System for new equipment and processes and replacement of existing Backup Power Generator System. Evaluate more energy efficient power generation technologies and compare to traditional engine driven generators.
- Implement all improvements to existing Supervisory Control and Data Acquisition (SCADA) system.

2.2.1 Project Administration

Provide for the preparation of monthly invoicing with percent completes by task and monthly progress report.

2.2.2 Kickoff Meeting

A kickoff meeting will be scheduled and attended by Engineer and Owner. The purpose of the kickoff meeting will be to review the objectives of the project, review the scope of work, present the schedule including workshops and meetings, and to highlight the deliverables.

2.2.3 Monthly Meeting

Engineer will attend monthly coordination meetings with Owner. It is assumed that four (4) progress meetings will be necessary for this phase of the project based on the preliminary schedule. These meetings will provide updated information on the Engineer's status of the project and provide a forum for Owner input and review of Engineer's work.

2.2.4 Existing System Assessment

Engineer will review Owner provided historical data and assess the existing wastewater treatment facilities, including existing liquid process treatment units, solids handling, and hydraulic capacity. Engineer will document the project planning area, 20-year population and flow projection for ODEQ purposes, Full Build-Out of the Norman 2025 Land Use and Transportation Plan population estimates, existing system condition assessment, and an identifiable need for the project.

2.2.5 Alternatives Evaluation

Engineer will identify and evaluate alternatives, including relative costs, for upgrades and expansion for the major unit processes identified above. The alternatives will be planned to meet the defined population and flow requirements for the 20-year horizon for ODEQ purposes and the Full Build-Out of the Norman 2025 Land Use and Transportation Plan population estimates.

Process design criteria will be documented to identify basis of unit sizing and verification of ODEQ regulatory conformance. In the event a variance request is recommended, Engineer will provide necessary justification.

2.2.6 Process Control and SCADA Workshop

Engineer will attend one (1) meeting with Owner and Owner's IT and Operations staff. The purpose of this meeting is to coordinate the Owner's desired method and level of process control and remote operation capabilities.

2.2.7 Construction Sequencing

Engineer will review potential construction sequencing and the overall approach to project implementation to minimize disruption in the routine WWTP operation.

2.2.8 Draft and Final Report Submittal

Prepare five (5) copies of the draft report and submit for review by the Owner. Revise and finalize the report based upon Owner review comments. Submit three (3) final copies of the report to ODEQ and five (5) copies to the Owner.

Engineer anticipates two-weeks of Owner review and comment time once the draft submittal is delivered.

2.2.9 Draft Review Workshop

Engineer will lead an Engineering Report review workshop with Owner. Engineer will document Owner input and modify the Engineering Report accordingly.

2.2.10 Council Study Session

Prepare a presentation of the Engineering Report findings and recommendations. Present the findings and recommendations to the City Council during a Council Study Session.

2.2.11 ODEQ Meeting

Represent Owner at one (1) meeting with the Oklahoma Department of Environmental Quality to review and present the final Engineering Report. Owner may invite their desired meeting attendees. An OWRB representative will be invited to participate in this meeting.

2.3 Surveys

The Engineer will provide field survey data for designing the project, and this survey will be tied to the Owner’s control network.

The Engineer will conduct field surveys, including locations of pertinent features or improvements. Engineer will located buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Engineer will establish control points for use during construction.

Engineer will establish 40 outdoor and 10 indoor control points for development of a hydraulic model suitable for determining current and future flow rates.

Engineer will utilize Owner provided site topography in 1-ft contours that reflect the WWTP site existing ground.

2.4 Schedule

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

<u>Phase Description</u>	<u>Calendar Days</u>
Engineering Report	120 days from start date
Owner Review and Comment	14 days from submittal
Surveys	45 days from start date

2.5 Additional Services

The following items are not included under this agreement but will be considered as Additional Services and necessary for successful completion of the project. Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

- Geotechnical Services
- Environmental Services

- Sludge Management Plan
- Preliminary Design
- Final Design
- Bidding Services
- Construction Phase Services
- Construction Observation Services
- Operation and Maintenance Manuals
- Treatment Process Start-up Assistance
- Warranty Assistance
- Water Reuse Master Plan

2.6 Extra Work

The following items are not included under this agreement but will be considered as Extra Work. Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
4. Construction materials testing.
5. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
6. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
7. Funding application and support.

APPENDIX B**NORMAN UTILITIES AUTHORITY
WWTP PHASE 2 EXPANSION DESIGN****FEE SUMMARY**

Title I Services	Estimated Fees
Surveys	\$65,600
Conceptual Design	\$332,200
Preliminary Design	\$0
Final Design	\$0
Bidding Services	\$0
Subtotal for Title I Services	\$397,800

Title II Services	
Construction Phase Services	\$0
Construction Observation	\$0
Application Engineering	\$0
Operations Start-up and Training	\$0
Operations and Maintenance Manuals	\$0
Warranty Assistance	\$0
Subtotal for Title II Services	\$0

**APPENDIX B
NORMAN UTILITIES AUTHORITY
WWTP PHASE 2 EXPANSION DESIGN**

SURVEYS

WORK TASK DESCRIPTION	E-6	E-5	S-5	S-4	S-3	S-2	S-1	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	MANHOUR SUBTOTALS
1. Surveys - Topographic												
Horizontal Control			2					16		10		
Vertical Control			2					24				
Topographic Surveys			12					180				
Hydrographic Profile			4					16				
Data Processing/DTM Preparation			12	48								
Travel								32				
Subtotal - Surveying	0	0	32	48	0	0	0	268	0	10	0	
Hours	0	0	32	48	0	0	0	268	0	10	0	358
Salary Costs	\$0.00	\$0.00	\$4,000.00	\$4,704.00	\$0.00	\$0.00	\$0.00	\$43,148.00	\$0.00	\$1,810.00	\$0.00	\$53,662.00

SUBTOTAL - SALARIES: \$53,662.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$40.00
Postage/Freight/Courier	\$23.00
Office Supplies/Equipment	\$0.00
Communications	\$90.00
Survey Supplies	\$125.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Project Expenses	\$11,670.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$11,948.00

SUBTOTAL: \$65,610.00

TOTAL FEE: \$65,610.00

APPENDIX B
NORMAN UTILITIES AUTHORITY
WWTP PHASE 2 EXPANSION DESIGN

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	T-1	X-3	X-2	X-1	MANHOURL SUBTOTALS
1. Engineering Report												
Project Administration	12	48			24					48		132
Kickoff Meeting		24			48					6		78
Monthly Meetings (4)		72			144					18		234
Existing System Assessment	12	40			120	66						238
Alternatives Evaluation		44			340	202						586
Process Control and SCADA Workshop		44	48		48							140
Construction Sequencing		24			72							96
Draft Report Preparation	12	24			140	160	48			48		432
Draft Report Workshop		24			48					6		78
Final Report Preparation	12	18			72	86	12			48		248
Final Report QA/QC	18	18	18							6		60
Presentation to NUA		24			36					6		66
Presentation to ODEQ		18			18							36
Subtotal - Engineering Report	66	422	66	0	1110	514	60	0	0	186	0	2424
Hours	66	422	66	0	1110	514	60	0	0	186	0	2,424
Salary Costs	\$17,028.00	\$83,134.00	\$10,626.00	\$0.00	\$124,320.00	\$50,372.00	\$6,240.00	\$0.00	\$0.00	\$13,578.00	\$0.00	\$305,298.00

SUBTOTAL - SALARIES:

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$2,300.00
Postage/Freight/Courier	\$630.00
Office Supplies/Equipment	\$950.00
Communications	\$600.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$1,860.00
Testing	\$3,200.00
Travel	\$17,400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:

\$26,950.00

\$332,248.00

TOTAL FEE: \$332,248.00

PURCHASE REQUISITION NBR: 0000183118

STATUS: DIVISION APPROVAL
REASON: ENGINEERING REPORT FOR PHASE 2 WWTP EXPANSION
DATE: 2/25/11

DELIVER BY DATE: 3/08/11

REQUISITION BY: MDANIELS
SHIP TO LOCATION: P W - UTILITIES DIRECTOR
SUGGESTED VENDOR: 8540 GARVER ENGINEERS LLC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SEWER SALES TAX COMMODITY: ARCHITECTURAL AND ENGINEE SUBCOMMOD: DESIGNING SERVICES	215200.00	DOL	1.0000	215200.00	
2	SEWER EXCISE TAX COMMODITY: ARCHITECTURAL AND ENGINEE SUBCOMMOD: DESIGNING SERVICES	182600.00	DOL	1.0000	182600.00	

REQUISITION TOTAL: 397800.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	32390484326201 Capital Projects Design	WW0065 WWTP Impr South Phase 2	100.00	215200.00
2	32290484326201 Capital Projects Design	WW0065 WWTP Impr South Phase 2	100.00	182600.00
				397800.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON NUA APPROVAL ON 03/08/11



**CITY COUNCIL AGENDA
MARCH 8, 2011**

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

Item No. 19

Text File Number: TMP-127

Introduced: 3/1/2011 by Jeff Bryant, City Attorney

Current Status: Non-Consent Items

Version: 1

Matter Type: Settlement

Title

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(2) TO DISCUSS NEGOTIATIONS CONCERNING EMPLOYEES AND REPRESENTATIVES OF EMPLOYEE GROUPS AND AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(4) TO DISCUSS CONFIDENTIAL COMMUNICATIONS BETWEEN A PUBLIC BODY AND ITS ATTORNEY CONCERNING A PENDING INVESTIGATION, CLAIM OR ACTION IF THE PUBLIC BODY, WITH THE ADVICE OF ITS ATTORNEY, DETERMINES THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE PUBLIC BODY TO PROCESS THE CLAIM OR CONDUCT AN IMPENDING INVESTIGATION, LITIGATION OR PROCEEDING IN THE PUBLIC INTEREST REGARDING CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L, CITY OF NORMAN VS. THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2067.

ACTION NEEDED: Motion to adjourn out of the Council meeting and convene into an Executive Session in order to discuss negotiations concerning employees and representatives of employee groups and Cleveland County District Court Case No. CV-2011-48-L, City of Norman vs. the International Association of Fire Fighters, Local 2067.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adjourn out of Executive Session and reconvene the Council Meeting.

ACTION TAKEN: _____



**CITY COUNCIL MEETING
MARCH 8, 2011**

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

Item No. 20

Text File Number: TMP-126

Introduced: 3/1/2011 by Jeff Bryant, City Attorney

Current Status: Non-Consent Items

Version: 1

Matter Type: Resolution

Title

REGARDING A SPECIAL ELECTION TO DETERMINE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORMAN AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067 FOR THE TIME PERIOD OF JULY 1, 2010, TO JUNE 30, 2011, AS PROVIDED BY TITLE 11, OKLAHOMA STATUTES, SECTION 51-110, CONSIDERATION OF A MOTION TO MOVE FORWARD WITH NOTIFICATION TO THE CLEVELAND COUNTY ELECTION BOARD AFTER RECEIPT OF THE CLEVELAND COUNTY DISTRICT COURT'S RULING REGARDING BALLOT LANGUAGE IN CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L; OR IN THE ALTERNATIVE, TO APPEAL THE DECISION OF THE CLEVELAND COUNTY DISTRICT COURT REGARDING DETERMINATION OF THE BALLOT LANGUAGE IN CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L; AND/OR IN THE ALTERNATIVE, TO MODIFY RESOLUTION NO. R-1011-69 TO NOTIFY THE CLEVELAND COUNTY ELECTION BOARD NO LATER THAN APRIL 15, 2011, OF A JUNE 14, 2011, CITY WIDE ELECTION AND PROVIDE NEWSPAPER PUBLICATION NO LATER THAN JUNE 3, 2011.

Option 1. Motion to move forward with notification of the Cleveland County Election Board after receipt of the Cleveland County District Court's ruling regarding ballot language in Case No. CV-2011-48-L for a May 10, 2011, city wide election.

or

Option 2. Motion to appeal the decision of the Cleveland County District Court regarding determination of the ballot language and to modify Resolution No. R-1011-69 to notify the Cleveland County Election Board no later than April 15, 2011, of a June 14, 2011, city wide election and provide newspaper publication no later than June 3, 2011.

or

Option 3. Motion to modify Resolution No. R-1011-69 to notify the Cleveland County Election Board no later than April 15, 2011, of a June 14, 2011, city wide election and provide newspaper publication no later than June 3, 2011.

ACTION NEEDED: _____



DATE: March 2, 2011
TO: Honorable Mayor and Council members
FROM: Jeff Harley Bryant, City Attorney *JHB*
SUBJECT: Agenda Item: City-wide election re IAFF Collective Bargaining Agreement for Fiscal Year ending June 30, 2011

office memorandum

The City of Norman, Oklahoma, (City) and the International Association Of Firefighters Local 2067, (IAFF) reached an impasse during negotiation for a collective bargaining agreement between the City and IAFF for the fiscal year ending June 30, 2011 (FYE 2011), and the matter was presented to a Board of Arbitrators as provided by the Oklahoma Firefighter and Police Arbitration Act (FPAA). The Board of Arbitrators selected the last best offer presented by the IAFF to be the collective bargaining agreement.

In accordance with the procedures in the FPAA the City Council adopted Resolution No. R-1011-69, authorizing the Mayor to call a special election on the last best offers of the City of Norman and the IAFF to permit the residents of the City of Norman to select which last best offer will be the collective bargaining agreement between the City of Norman and the IAFF for FYE 2011. The FPAA provides a process in which ballot language for the special election is to be determined. The City and the IAFF must first try to agree on ballot language. If unable to agree and then the parties last best offers regarding ballot language are submitted to the Board of Arbitrators for selection. In this case the Board of Arbitrators selected the IAFF's proposed ballot language for the special elections. Council was updated on this process on January 11th.

Upon advice from the City's labor Counsel, and after receiving input from the City Council, the City initiated Cleveland County District Court Case No. CV-2011-48-L to ask the Court to determine if the Arbitration Panel's decision was in accordance with the FPAA. Given the time required to notify the Election Board of the ballot language prior to the May 10th election date contemplated by Resolution R-1011-69, the City asked the Court for an expedited hearing. The case is set for hearing on Monday, March 7th. If the Court makes a determination regarding the ballot language on or before March 10th, then the City will be able to notify the Election Board timely for the May 10th election.

However, the IAFF has requested that the Court give them additional time before a decision is rendered in this case. If that request is granted, then Council may need to consider amending Resolution No. R-1011-69 to provide for a June 14th election date, with other appropriate date changes in order to be able to give timely notification of the ballot language to the Election Board, once the language is determined by the Court.

Since this matter involved collective bargaining with a City employee group and pending litigation, an Executive Session will also be available on the Agenda for Council to use for additional discussion of the matter. Please let me know if you have questions or concerns.

Xc Steve Lewis, City Manager
Brenda Hall, City Clerk
Charlie Plumb, Labor Counsel

RESOLUTION NO. R-1011-69

A RESOLUTION AUTHORIZING FORMAL REJECTION OF THE ADVERSE DECISION OF THE ARBITRATION BOARD IN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067 AND CITY OF NORMAN, FMCS CASE NO. 100609-57330-8, AND AUTHORIZING THE MAYOR TO CALL A SPECIAL ELECTION ON THE LAST BEST OFFERS OF THE CITY OF NORMAN AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067, AND RELATED MATTERS.

WHEREAS, the City of Norman, Oklahoma, (City) and the International Association Of Firefighters Local 2067, (IAFF) reached an impasse during negotiation for a collective bargaining agreement between the City and IAFF for the fiscal year ending (FYE) 2011, and the matter was presented to a Board of Arbitrators as provided by law; and

WHEREAS, the Board of Arbitrators selected the last best offer presented by the IAFF to be the collective bargaining agreement between the City and the IAFF for the FYE 2011;

WHEREAS, the procedures in Section 51-108, Title 11, Oklahoma Statutes, require the City of Norman to consider whether it is in the best interests of the City of Norman to accept the decision of the Arbitration Board, or to call a special election on the last best offers of the City of Norman and the IAFF to permit the residents of the City of Norman to select which last best offer will be the collective bargaining agreement between the City of Norman and the IAFF for FYE 2011, and the process under Section 51-108, Title 11, Oklahoma Statutes, is not final and no collective bargaining agreement is determined until action by the Mayor and City Council of the City of Norman, or the vote of residents in a special election on the last best offers; and

WHEREAS, under the provisions of Section 51-108, Title 11, Oklahoma Statutes, the City Manager of the City of Norman timely filed with the City Clerk a Request for Special Election, and the City Clerk then delivered the Request for Special Election to the Mayor and City Council for consideration;

WHEREAS, under the provisions of Section 51-108, Title 11, Oklahoma Statutes, the City Council of the City of Norman, Oklahoma, may elect to place before the electorate of the City of Norman, Oklahoma, the question of which of the last best offers presented by the City and the IAFF should be adopted as the collective bargaining agreement between the City and the IAFF for FYE 2011.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Norman, Oklahoma that:

Section 1. The Mayor and City Council of the City of Norman, Oklahoma, hereby authorize the Mayor to call for a special election for the purpose of selecting which last best offer for a collective bargaining agreement between the City and the IAFF should be selected by the registered voters of the City of Norman. The Mayor shall be authorized to deliver to the Election Board of Norman County, Oklahoma this Resolution and a subsequently drafted ballot title for purposes of calling the special election on the last best offers of the City and the IAFF.

Section 2. The special election shall be held on May 10, 2011, between the hours of 7:00 A.M. and 7:00 P.M. and shall be non-partisan.

Section 3. The ballot proposition to be voted on by the electorate of the City of Norman, Oklahoma, on May 10, 2011, shall be in the form allowed by law, shall include the total dollar amount of the offer of the City and the total dollar amount of the offer of the IAFF, and shall disclose the percentage increase or decrease both offers have over or under the last collective bargaining agreement between the City and the IAFF.

Section 4. All registered voters residing within the corporate limits of the City of Norman, Oklahoma, may vote on the foregoing proposition, and the last best offer receiving a majority of the votes cast shall become the collective bargaining agreement between the City and the IAFF for fiscal year 2011.

Section 5. A copy of this Resolution will be published in full in a newspaper of general circulation with the City of Norman, Oklahoma, between the date of this Resolution and April 30, 2011, and additional publication as determined by the Mayor of the City of Norman, Oklahoma.

Section 6. A certified copy of this Resolution be filed with the Secretary of the Election Board, Norman, County, Oklahoma, on or before March 10, 2010.

PASSED and APPROVED by the Mayor and City Council of the City of Norman, Oklahoma this 30th day of November, 2010.

Dated this 30th day of Nov., 2010.



Brenda Hall
Brenda Hall, City Clerk

Cindy Rosenthal
Cindy Rosenthal, Mayor

APPROVED as to form and legality this 30th day of November 2010.

Jeff Harley Bryant
Jeff Harley Bryant
City Attorney

cc: Mr. Hugh "Butch" Crawford, President
International Association of Firefighters Local 2067

RESOLUTION NO. R-1011-69

A RESOLUTION AUTHORIZING FORMAL REJECTION OF THE ADVERSE DECISION OF THE ARBITRATION BOARD IN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067 AND CITY OF NORMAN, FMCS CASE NO. 100609-57330-8, AND AUTHORIZING THE MAYOR TO CALL A SPECIAL ELECTION ON THE LAST BEST OFFERS OF THE CITY OF NORMAN AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067, AND RELATED MATTERS.

WHEREAS, the City of Norman, Oklahoma, (City) and the International Association Of Firefighters Local 2067, (IAFF) reached an impasse during negotiation for a collective bargaining agreement between the City and IAFF for the fiscal year ending (FYE) 2011, and the matter was presented to a Board of Arbitrators as provided by law; and

WHEREAS, the Board of Arbitrators selected the last best offer presented by the IAFF to be the collective bargaining agreement between the City and the IAFF for the FYE 2011;

WHEREAS, the procedures in Section 51-108, Title 11, Oklahoma Statutes, require the City of Norman to consider whether it is in the best interests of the City of Norman to accept the decision of the Arbitration Board, or to call a special election on the last best offers of the City of Norman and the IAFF to permit the residents of the City of Norman to select which last best offer will be the collective bargaining agreement between the City of Norman and the IAFF for FYE 2011, and the process under Section 51-108, Title 11, Oklahoma Statutes, is not final and no collective bargaining agreement is determined until action by the Mayor and City Council of the City of Norman, or the vote of residents in a special election on the last best offers; and

WHEREAS, under the provisions of Section 51-108, Title 11, Oklahoma Statutes, the City Manager of the City of Norman timely filed with the City Clerk a Request for Special Election, and the City Clerk then delivered the Request for Special Election to the Mayor and City Council for consideration;

WHEREAS, under the provisions of Section 51-108, Title 11, Oklahoma Statutes, the City Council of the City of Norman, Oklahoma, may elect to place before the electorate of the City of Norman, Oklahoma, the question of which of the last best offers presented by the City and the IAFF should be adopted as the collective bargaining agreement between the City and the IAFF for FYE 2011.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Norman, Oklahoma that:

Section 1. The Mayor and City Council of the City of Norman, Oklahoma, hereby authorize the Mayor to call for a special election for the purpose of selecting which last best offer for a collective bargaining agreement between the City and the IAFF should be selected by the registered voters of the City of Norman. The Mayor shall be authorized to deliver to the Election Board of Norman County, Oklahoma this Resolution and a subsequently drafted ballot title for purposes of calling the special election on the last best offers of the City and the IAFF.

Section 2. The special election shall be held on June 14, 2011, between the hours of 7:00 A.M. and 7:00 P.M. and shall be non-partisan.

Section 3. The ballot proposition to be voted on by the electorate of the City of Norman, Oklahoma, on June 14, 2011, shall be in the form allowed by law, shall include the total dollar amount of the offer of the City and the total dollar amount of the offer of the IAFF, and shall disclose the percentage increase or decrease both offers have over or under the last collective bargaining agreement between the City and the IAFF.

Section 4. All registered voters residing within the corporate limits of the City of Norman, Oklahoma, may vote on the foregoing proposition, and the last best offer receiving a majority of the votes cast shall become the collective bargaining agreement between the City and the IAFF for fiscal year 2011.

Section 5. A copy of this Resolution will be published in full in a newspaper of general circulation with the City of Norman, Oklahoma, between the date of this Resolution and May 3, 2011, and additional publication as determined by the Mayor of the City of Norman, Oklahoma.

Section 6. A certified copy of this Resolution be filed with the Secretary of the Election Board, Norman, County, Oklahoma, on or before April 14, 2011.

PASSED and APPROVED by the Mayor and City Council of the City of Norman, Oklahoma this 30th day of November, 2010, and amended this 8th day of March, 2011.

Dated this _____ day of _____, 2010.

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 20__.

Jeff Harley Bryant
City Attorney

cc: Mr. Hugh "Butch" Crawford, President
International Association of Firefighters Local 2067

RESOLUTION NO. R-1011-69

A RESOLUTION AUTHORIZING FORMAL REJECTION OF THE ADVERSE DECISION OF THE ARBITRATION BOARD IN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067 AND CITY OF NORMAN, FMCS CASE NO. 100609-57330-8, AND AUTHORIZING THE MAYOR TO CALL A SPECIAL ELECTION ON THE LAST BEST OFFERS OF THE CITY OF NORMAN AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067, AND RELATED MATTERS.

WHEREAS, the City of Norman, Oklahoma, (City) and the International Association Of Firefighters Local 2067, (IAFF) reached an impasse during negotiation for a collective bargaining agreement between the City and IAFF for the fiscal year ending (FYE) 2011, and the matter was presented to a Board of Arbitrators as provided by law; and

WHEREAS, the Board of Arbitrators selected the last best offer presented by the IAFF to be the collective bargaining agreement between the City and the IAFF for the FYE 2011;

WHEREAS, the procedures in Section 51-108, Title 11, Oklahoma Statutes, require the City of Norman to consider whether it is in the best interests of the City of Norman to accept the decision of the Arbitration Board, or to call a special election on the last best offers of the City of Norman and the IAFF to permit the residents of the City of Norman to select which last best offer will be the collective bargaining agreement between the City of Norman and the IAFF for FYE 2011, and the process under Section 51-108, Title 11, Oklahoma Statutes, is not final and no collective bargaining agreement is determined until action by the Mayor and City Council of the City of Norman, or the vote of residents in a special election on the last best offers; and

WHEREAS, under the provisions of Section 51-108, Title 11, Oklahoma Statutes, the City Manager of the City of Norman timely filed with the City Clerk a Request for Special Election, and the City Clerk then delivered the Request for Special Election to the Mayor and City Council for consideration;

WHEREAS, under the provisions of Section 51-108, Title 11, Oklahoma Statutes, the City Council of the City of Norman, Oklahoma, may elect to place before the electorate of the City of Norman, Oklahoma, the question of which of the last best offers presented by the City and the IAFF should be adopted as the collective bargaining agreement between the City and the IAFF for FYE 2011.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Norman, Oklahoma that:

Section 1. The Mayor and City Council of the City of Norman, Oklahoma, hereby authorize the Mayor to call for a special election for the purpose of selecting which last best offer for a collective bargaining agreement between the City and the IAFF should be selected by the registered voters of the City of Norman. The Mayor shall be authorized to deliver to the Election Board of Norman County, Oklahoma this Resolution and a subsequently drafted ballot title for purposes of calling the special election on the last best offers of the City and the IAFF.

Section 2. The special election shall be held on June 14, 2011, between the hours of 7:00 A.M. and 7:00 P.M. and shall be non-partisan.

Section 3. The ballot proposition to be voted on by the electorate of the City of Norman, Oklahoma, on June 14, 2011, shall be in the form allowed by law, shall include the total dollar amount of the offer of the City and the total dollar amount of the offer of the IAFF, and shall disclose the percentage increase or decrease both offers have over or under the last collective bargaining agreement between the City and the IAFF.

Section 4. All registered voters residing within the corporate limits of the City of Norman, Oklahoma, may vote on the foregoing proposition, and the last best offer receiving a majority of the votes cast shall become the collective bargaining agreement between the City and the IAFF for fiscal year 2011.

Section 5. A copy of this Resolution will be published in full in a newspaper of general circulation with the City of Norman, Oklahoma, between the date of this Resolution and May 3, 2011, and additional publication as determined by the Mayor of the City of Norman, Oklahoma.

Section 6. A certified copy of this Resolution be filed with the Secretary of the Election Board, Norman, County, Oklahoma, on or before April 14, 2011 .

PASSED and APPROVED by the Mayor and City Council of the City of Norman, Oklahoma this 30th day of November, 2010, and amended this 8th day of March, 2011.

Dated this _____ day of _____, 2010.

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 20__.

Jeff Harley Bryant
City Attorney

cc: Mr. Hugh "Butch" Crawford, President
International Association of Firefighters Local 2067