City of Norman, OK

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

Meeting Agenda

Tuesday, March 12, 2013

6:30 PM

Municipal Building Council Chambers

City Council

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

1Roll 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 27 be placed on the consent docket.

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

ACTION TAKEN: _____

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

ACTION TAKEN: _____

Minutes

4 GID-1213-58 APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES OF FEBRUARY 7, 2013
CITY COUNCIL OVERSIGHT COMMITTEE MINUTES OF FEBRUARY 13, 2013
CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 19, 2013
CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 26, 2013
CITY COUNCIL MINUTES OF FEBRUARY 26, 2013
NORMAN UTILITIES AUTHORITY MINUTES OF FEBRUARY 26, 2013
NORMAN MUNICIPAL AUTHORITY MINUTES OF FEBRUARY 26, 2013
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF FEBRUARY 26, 2013

Attachments: February 7 BACA Minutes

February 13 Oversight Minutes

February 19 Study Session minutes

February 26 CC Minutes

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

ACTION TAKEN: _____

Ordinance

5 O-1112-36 CONSIDERATION OF ORDINANCE NO. O-1112-36 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 25 OF TOWNSHIP 9 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 R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 WEST MAIN STREET)

Attachments: Text File Rose Rock.

O-1112-36 Rose Rock

Rose Rock Pud Narrative February 2013

Rose Rock School Rezone Location Map

Rose Rock School PUD Staff Report

Rose Rock PUD Narrative May 2012

Rose Rock Site Plan Submitted to PC May 2012

Rose Rock Protest Map

Protest Letters Rose Rock School

5-10-12 PC Minutes - Rose Rock School

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-36 upon First Reading by title.

ACTION TAKEN: _____

6 O-1213-30 CONSIDERATION OF ORDINANCE NO. O-1213-30 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 37 AND 38, BLOCK 3, LARSH'S UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT WITH SPECIAL USE FOR A BAR, LOUNGE OR TAVERN, AND REMOVE THE SAME FROM THE RO, RESIDENCE-OFFICE DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (768 SOUTH JENKINS AVENUE)

Attachments: Text File O-1213-30

O-1213-30

Greek House Location Map

Staff Report T & J Fuel O-1213-30

Greek House Aerial Photo

Greek House Protest

2-14-13 PC Minutes - Greek House

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-30 upon First Reading by title.

ACTION TAKEN: _____

7 O-1213-31 CONSIDERATION OF ORDINANCE NO. O-1213-31 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 422.1 (AMENDMENTS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO ALLOW CONCURRENT SUBMITTAL OF PRE-DEVELOPMENT AND PLANNING COMMISSION APPLICATIONS; REGULATING TIME BETWEEN PRE-DEVELOPMENT AND PLANNING COMMISSION MEETINGS; SPECIFYING NOTICE REQUIREMENTS AND CLARIFYING OTHER SUBMITTAL REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1213-31

O-1213-31 Concurrent PD and PC - Clean

O-1213-31 Annotated

O-1213-31 Staff Report

2-14-13 PC Minutes - O-1213-31 and 32

Pert Exc BACA Feb 7 Minutes

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-31 upon First Reading by title.

ACTION TAKEN: _____

8 O-1213-32 CONSIDERATION OF ORDINANCE NO. O-1213-32 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTION 19-104; ARTICLE II, SECTIONS 19-201, 19-202 AND 19-204; ARTICLE III, SECTIONS 19-301, 19-302, 19-307 TO 19-319; AND ARTICLE VI, SECTION 19-602 AND 19-606 AND ADDING ARTICLE III, SECTION 19-320 TO EXTEND THE VALIDITY PERIOD OF PRELIMINARY PLATS AND TO ESTABLISH FEES THEREFORE; TO REMOVE THE REQUIREMENT FOR PLANNING COMMISSION APPROVAL OF FINAL PLATS; TO AMEND THE DEVELOPMENT APPLICATION PROCESS; AND TO REMOVE THE REQUIREMENT FOR PRE-DEVELOPMENT MEETING FOR PROPERTIES SUBDIVIDED BY CERTIFICATE OF SURVEY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1213-32

O-1213-32

O-1213-32 Annotated

O-1213-32 Staff Report Sect. 19-302

2-14-13 PC Minutes - O-1213-31 and 32

Pert Exc BACA Feb 7 Minutes

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-32 upon First Reading by title.

ACTION TAKEN: _____

9 **O-1213-33** CONSIDERATION OF ORDINANCE NO. O-1213-33 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE II, CHAPTER 5, OF THE CODE OF THE CITY OF NORMAN BY DELETING SECTION 5-206 WHICH DESIGNATES THE FIRE LIMIT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: text File O-1213-33

O-1213-33 Clean

O-1213-33 Annotated

FireDistrict Map

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-33 upon First Reading by title.

ACTION TAKEN: _____

10 **O-1213-38** CONSIDERATION OF ORDINANCE NO. O-1213-38 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE XII, SECTION 431.6, AND ARTICLE XIV, SECTION 450(51) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO MODIFY THE COMMERCIAL OUTDOOR LIGHTING STANDARDS ORDINANCE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1213-38

O-1213-38

O-1213-38 Annotated

O-1213-38 Staff Report

Pert Exc Oversight Minutes February 13

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-38 upon First Reading by title.

ACTION TAKEN: _____

Appointment

11 AP-1213-22 CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BICYCLE ADVISORY COMMITTEE
TERM: 03-12-13 TO 02-13-16: KATHLEE WIETERS, 1321 LINDALE AVENUE
TERM: 02-13-13 TO 02-13-16: DAVID HUDDLESTON, 771 NEBRASKA STREET
TERM: 02-13-13 TO 02-13-16: MICHELLE CARR, 1319 ANN ARBOR DRIVE

BOARD OF APPEALS
TERM 02-03-13 TO 02-03-17: BILL FORESTER, 4005 INNSBROOK COURT
TERM 02-03-13 TO 02-03-17: GAIL ARMSTRONG, 1418 ASPEN LANE

CITIZENS WASTEWATER OVERSIGHT COMMITTEE
TERM 03-12-13 TO 11-27-14: JOHN SCOTT GREENE, 333 EMELYN STREET

GREENBELT COMMISSION
TERM 03-12-13 TO 07-13-15: STEVE BYAS, 2804 DALEWOOD TERRACE

PUBLIC SAFETY OVERSIGHT COMMITTEE
TERM: 02-10-13 TO 02-10-16: MALAKA ELYAZGI, 1701 OAKHURST AVENUE
TERM: 02-10-13 TO 02-10-16: KEITH ALLEN, 1605 PICKARD AVENUE)
TERM: 02-10-13 TO 02-10-16: EDDIE SIMS, 1021 GOLDEN EAGLE DRIVE)

TREE BOARD
TERM 03-12-13 TO 11-27-14: CYNTHIA DECKARD, 3412 BEAR MOUNTAIN DR.

Attachments: Text File Appt

ACTION NEEDED: ***Motion to confirm or reject the appointments.***

ACTION TAKEN: _____

Request for Proposal

12 **K-1213-174** CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1213-46; CONTRACT K-1213-174 WITH TRANS-TEL CENTRAL, INC. IN THE AMOUNT OF $284,200; PERFORMANCE BOND B-1213-68; STATUTORY BOND B-1213-69; MAINTENANCE BOND MB-1213-59; AND RESOLUTION R-1213-104 FOR THE FIRE STATION NO. NINE FIBER OPTIC CABLING COMMUNICATIONS PROJECT AND BUDGET TRANSFER.

Attachments: Text File Trans-Tel Central

K-1213-174

Perf B-1213-68

Stat B-1213-69

MB-1213-59

R-1213-104

PR Trans-Tel

ACTION NEEDED: ***Motion to accept or reject Request for Proposal No. RFP-1213-46; and, if accepted, approved Contract No. K-1213-174 with Trans-Tel Central, Inc., in the amount of $284,200 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; adopt Resolution No. R-1213-104; and transfer $40,000 from Project No. TC0230, Traffic Calming, Construction (050-9073-431.61-01) to PSST Computer Hardware Public Safety Sales Tax Fund, Computer Hardware (015-6543-422.53-01).***

ACTION TAKEN: _____

13 **RFP-1213-48** CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1213-48 FROM WXLINE IN THE AMOUNT OF $70,665 FOR THE PURCHASE OF LIGHTNING DETECTION SYSTEMS FOR GRIFFIN, REAVES AND WESTWOOD PARKS.

Attachments: Text File Lightning Detection

List of Vendors who were sent request for proposals

WXL Proposal

PR WXline

ACTION NEEDED: ***Motion to accept or reject Request for Proposal No. RFP-1213-48 from WXLine in the amount of $70,665.***

ACTION TAKEN: _____

Bid

14 K-1213-92 CONSIDERATION OF AWARDING OF BID 1213-52, THE NORMAN UTILITIES AUTHORITY'S APPROVAL OF CONTRACT K-1213-92 WITH MATTHEWS TRENCHING COMPANY, INC. IN THE AMOUNT OF $1,256,224.50; PERFORMANCE BOND B-1213-38; STATUTORY BOND B-1213-39, AND MAINTENANCE BOND MB-1213-29 FOR THE HIGH PRESSURE PLANE WATER LINE IMPROVEMENT PROJECT; AND BUDGET TRANSFER.

Attachments: Text File High Pressure Plane

Bid Tab - High Pressure Plane

K-1213-92

Perf B-1213-38

Stat B-1213-39

MB-1213-29

Location map High Pressure Plane

PR Matthews

Letter of Recommendation

HPP Bid Tab - Sealed

PR Matthews

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $1,256,224.50 to Matthews Trenching Company, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-1213-92 and the performance, statutory, and maintenance bonds; authorize execution of the contract and the Norman Utilities Authority to pay vendors for equipment and supplies as directed by the contractor; direct the filing of the bonds; and transfer $36,614 from Project No. WA0131, High Pressure Plane Upgrade, Land (031-9353-462.60-01) and $446,536 from Construction (031-9353-462.61-01) and appropriate $800,000 from Project No. WB0184, 24-inch Waterline Segment D, Construction (031-9360-462.61-01) to Project No. WB0131, HPP Waterline Replacement, Construction (031-9353-462.61-01).

ACTION TAKEN: _____

Permits

15 GID-1213-29 SUBMISSION OF WATER LINE PERMIT NO. WL000014113099 ISSUED BY THE STATE OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE HIGH PRESSURE PLANE WATER LINE REPLACEMENTS PROJECT.

Attachments: Text File Water Line Permit ODEQ

DEQ HPP Permit 020713

Location map High Pressure Plane

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

ACTION TAKEN: _____

Authorization to Purchase

16 **GID-1213-63** CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF BLEACHERS FROM BSN SPORTS IN THE AMOUNT OF $49,920 AS PART OF THE GRIFFIN PARK BLEACHERS REPLACEMENT PROJECT.

Attachments: Text File Bleachers

Griffin Bleacher Bid Tab

BSN Quote for Bleachers

ACTION NEEDED: Motion to approve or reject authorization for the purchase of bleachers in the amount of $49,920 from BSN Sports as part of the Griffin Park Bleachers Replacement Project.

ACTION TAKEN: _____

Declare Surplus/Obsolete

17 **GID-1213-56** CONSIDERATION OF THE DECLARATION OF EQUIPMENT AT THE WATER RECLAMATION FACILITY AS SURPLUS AND/OR OBSOLETE AND AUTHORIZATION OF THE SALE THEREOF.

Attachments: Text File Surplus Items

Inventory Goods for Auction Form (3)

Pic 1

Pic 2

Pic 3

ACTION NEEDED: Motion to declare the equipment to be surplus and/or obsolete; and, if so declared, authorize the sale thereof.

ACTION TAKEN: _____

Grant

18 **GID-1213-115** CONSIDERATION OF ACCEPTANCE OF A GRANT FROM THE OKLAHOMA OFFICE OF HOMELAND SECURITY IN THE AMOUNT OF $3,508.10 TO BE USED BY THE FIRE DEPARTMENT TO PURCHASE EQUIPMENT NEEDED BY EMERGENCY RESPONSE VOLUNTEERS AND THE CLEVELAND COUNTY MEDICAL RESERVE CORPS TO SUPPORT COMMUNITY EVENTS AND DISASTER RESPONSE.

Attachments: Text File Grant

Grant $3,508.10

ACTION NEEDED: Motion to accept or reject a grant from the Oklahoma Office of Homeland Security in the amount of $3,508.10; and, if accepted, increase Other Revenue: Emergency Management Grant (022-0000-331.13-60) by $3,508.10 and appropriate $3,508.10 to Project GF0069, Emergency Management/C Corps designating $2,555.58 to Minor Tools (022-9508-422.36-10); $118.52 to Express and Freight (022-9508-422.47-02); $600 to Temporary Employment (022-9508-422.41-01) and $234 to Workshops and Seminars (022-9508-422.46-04).

ACTION TAKEN: _____

Special Claim

19 SC-1213-8 SPECIAL CLAIM NO. SC-1213-8: SUBMITTED BY CHEONG ONG ON BEHALF OF HIS SON, JOHNSON ONG, IN THE AMOUNT OF $1,698.07 FOR DAMAGES TO HIS VEHICLE DUE TO AN ACCIDENT WITH AN ENGINEERING DIVISION VEHICLE IN THE 1800 BLOCK OF WEST LINDSEY STREET.

Attachments: Text File Special Claim

Memo from Clerk Ong

Special Claim Ong

Ong Damage Estimate

Traffic Report Ong

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-8; and, if approved, direct payment in the amount of $1,698.07 contingent upon obtaining a Release and Covenant Not to Sue from Cheong Ong..

ACTION TAKEN: _____

Contract

20 K-0809-45 Amd #3 AMENDMENT NO. THREE TO CONTRACT NO. K-0809-45: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEXTEL WEST CORPORATION TO REPLACE FAILED EQUIPMENT AS PART OF THE FREQUENCY CONFIGURATION AGREEMENT FOR THE 800 MEGAHERTZ (MHZ) COMMUNICATION SYSTEM AT NO COST TO THE CITY OF NORMAN.

Attachments: Text File Nextel Item

K-0809-45 Amd #3 Contract.pdf

ACTION NEEDED: Motion to approve or reject Amendment No. Three to Contract No. K-0809-45 with Nextel West Corporation; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

21 **K-0910-123 Amend.#1** AMENDMENT NO. ONE TO CONTRACT NO. K-0910-123: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND T.F.R. ENTERPRISES, INC., AS A PRE-POSITIONED OR 'STAND BY' AGREEMENT THAT OBLIGATES CONTRACTOR TO PROVIDE CERTAIN DEBRIS CLEAN-UP REMOVAL SERVICES ON AN AS-NEEDED BASIS.

Attachments: Text File K-1213-123

Attachment A.pdf

Attachment B.pdf

ltr TFR Enterprises Agmnt Extension notice.pdf

Amendment No. 1 to K-0910-123 TFR signature.pdf

TFR Pre-Position K-0910-123.pdf

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-0910-123 with T.F.R. Enterprises, Inc.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

22 **K-0910-125 Amend 1** AMENDMENT NO. ONE TO CONTRACT NO. K-0910-125: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DRC EMERGENCY SERVICES, L.L.C., AS A PRE-POSITIONED OR 'STAND BY' AGREEMENT THAT OBLIGATES THE CONTRACTOR TO PROVIDE CERTAIN DEBRIS CLEAN-UP REMOVAL SERVICES ON AN AS-NEEDED BASIS.

Attachments: Text File K-0910-125 Amend

Attachment A.pdf

Attachment B.pdf

ltr DRC Enterprises Agmnt Extension notice.pdf

DRC letter extension response.pdf

Amendment No. 1 to K-0910-125 DRC signature.pdf

K-0910-125

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-0910-125 with DRC Emergency Services, L.L.C.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

23 K-1213-167 CONTRACT NO. K-1213-167: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MERCURY ASSOCIATES, INC., IN THE AMOUNT OF $53,580 TO PROVIDE FLEET MANAGEMENT SERVICE ANALYSIS FOR THE CITY OF NORMAN AND BUDGET APPROPRIATION.

Attachments: Text File K-1213-167

K-1213-167

PR Mercury

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-167 with Mercury Associates, Inc., in the amount of $53,580; and, if approved, authorize the execution thereof and appropriate $53,580 from Maintenance and Repair Services Excess (010-1010-413.42-98) to Project No. TC0022, Fleet Management Consulting Services, Professional Services/Consultant - Mgmt Services (010-1093-413.40-01).

ACTION TAKEN: _____

24 K-1213-169 CONTRACT K-1213-169: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ATKINS NORTH AMERICA, INC., IN AN AMOUNT NOT-TO-EXCEED $875,266.50 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE EAST 24TH AVENUE IMPROVEMENT PROJECT FROM LINDSEY STREET TO ROBINSON STREET AND BUDGET APPROPRIATION.

Attachments: Text File K-1213-169

Attachment A Funding Breakdown

Attachment B - Bond Projects

Attachment C., Location Map

K-1213-169

PR Atkins North America Inc.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-139 with Atkins North America, Inc., in an amount not-to-exceed $875,266.50; and, if approved, authorize the execution thereof and appropriate $875,266.50 from the Capital Fund Balance, (050-0000-253.20-00) to Project No. BP0192, 24th Avenue Widening Project, Design (050-9552-431.62-01)

ACTION TAKEN: _____

25 K-1213-175 CONTRACT NO. K-1213-175: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND WRIGHTSON, JOHNSON, HADDON AND WILLIAMS, INC., (WJHW) IN THE AMOUNT OF $44,800 TO PROVIDE DESIGN AND CONSULTANT SERVICES FOR THE COUNCIL CHAMBERS AUDIO VISUAL UPGRADE PROJECT AND BUDGET TRANSFER.

Attachments: Text File Audio Visual

Summary of RFP Audio Visual

K-1213-175

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-175 with WJHW in the amount of $44,800; and, if approved, authorize the execution thereof and transfer $350,000 from Project No. TR0063 Bridge Replacement Franklin Road, Land (050-9352-431.60-01) designating $50,000 to Project No. BG0027, Council Chambers Audio/Visual Upgrade, Design (050-9365-419.62-01), and $300,000 to Construction (050-9365-419.61-01).

ACTION TAKEN: _____

Resolution

26 R-1213-105 RESOLUTION NO. R-1213-105: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CHANGING THE STREET NAME IN ST. JAMES PARK, SECTION 3, FROM LONGWOOD LANE TO EVERTON LANE.

Attachments: Text File R-1213-105

Memo Street Name Change

Letter of Request Street Name Change

R-1213-105.pdf

St James Place Location Map

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-105.

ACTION TAKEN: _____

27 R-1213-106 RESOLUTION NO R-1213-106: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $357,863.00 FROM THE CAPITAL FUND BALANCE RECEIVED AS REIMBURSEMENT FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO BE APPLIED TO THE ROBINSON STREET GRADE SEPARATION PROJECT CONSTRUCTION ACCOUNT.

Attachments: Text File R-1213-106

Attachment A.pdf

R-1213-106

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-106.

ACTION TAKEN: _____

Non-Consent Items

28 **PP-1213-12** CONSIDERATION OF A REVISED PRELIMINARY PLAT FOR ST JAMES PARK ADDITION. (GENERALLY LOCATED ON BOTH SIDES OF 24TH AVENUE S.E. BETWEEN STATE HIGHWAY 9 AND CEDAR LANE ROAD)

Attachments: Text File St James Park

Attachment A Prelim

St Jame sPrelim Location Map

Revised Preliminary Plat St James Place

St James Park Staff Report

St James Park Transportation

Predevelopment St James Park

GBC 12-33 St James Place Comments to PC

2-14-13 PC Minutes - PP-1213-12

ACTION NEEDED: Motion to approve or reject the revised preliminary plat for St. James Park Addition.

ACTION TAKEN: _____

29 **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.

30 **Adjournment**

City of Norman, OK

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

Master

File Number: GID-1213-58

File ID:	GID-1213-58	**Type:**	Minutes	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 4	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	03/04/2013
File Name:	Minutes			**Final Action:**	

Title: APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES OF FEBRUARY 7, 2013
CITY COUNCIL OVERSIGHT COMMITTEE MINUTES OF FEBRUARY 13, 2013
CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 19, 2013
CITY COUNCIL MINUTES OF FEBRUARY 26, 2013
NORMAN UTILITIES AUTHORITY MINUTES OF FEBRUARY 26, 2013
NORMAN MUNICIPAL AUTHORITY MINUTES OF FEBRUARY 26, 2013
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF FEBRUARY 26, 2013

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

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 4

Attachments: February 7 BACA Minutes, February 13 Oversight Minutes, February 19 Study Sesson minutes, February 26 CC Minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/12/2013					

Text of Legislative File GID-1213-58

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

February 7, 2013

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 7th day of February, 2013, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Jungman, Spaulding, and Chairman Lockett
ABSENT:	Councilmembers Kovach and Williams
OTHERS PRESENT:	Councilmember Roger Gallagher, Ward One Mayor Cindy Rosenthal Mr. Trey Bates, 3720 Timberidge Drive Ms. Tessa Beder, Norman Chamber of Commerce Mr. Steve Ellis, 633 Reed Avenue Mr. Harold Heiple, 218 East Eufaula Ms. Joy Hampton, The Norman Transcript Mr. Don Wood, Executive Director, Norman Economic Development Coalition
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Director of Planning and Community Development Mr. Ken Danner, Subdivision Development Manager Mr. Terry Floyd, Development Coordinator Mr. Jud Foster, Director of Parks and Recreation Mr. Anthony Francisco, Director of Finance Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Mr. Shawn O'Leary, Director of Public Works Mr. Scott Sturtz, City Engineer Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

CONTINUED DISCUSSION REGARDING STREAMLINING THE DEVELOPMENT PROCESS.

COSTS ASSOCIATED WITH REVIEWING PLATS

Mr. Terry Floyd, Development Coordinator, said in its meeting of January 3, 2013, the Business and Community Affairs Committee (BACA) continued their discussion regarding options to streamline the City's current development process. Staff presented research related to development timelines in communities comparable to Norman and presented language that clarified what constitutes an administrative change in a preliminary plat as a part of the proposed preliminary plat extension ordinance. Staff was asked to research the City's costs associated with reviewing plats as part of the proposed preliminary plat extension process and explore options for streamlining the pre-development meeting process.

Item 1, continued:

Mr. Floyd said Staff researched personnel costs associated with conducting a review of a preliminary plat and utilized a cost analysis that factored each employee involved in each phase and review of the employee's estimated time during each phase of review. He said hourly wage figures include the employee's salary and benefits based on the employee's current rate.

During the streamlining review, it became evident that two cost totals would be needed, one based on a preliminary plat review with no changes and one based on a preliminary plat review with minor amendments. In the proposed preliminary plat extension process, the following conditions will be considered as minor amendments to a preliminary plat applying for extension that can be approved administratively:

- An increase in the number of lots up to 10% or decrease in the number of lots
- Changes to parkland location upon recommendation of approval by the Director of Parks
- Street alterations that concurrently accompany a request for an increase or decrease in the number of lots without substantial altering

Mr. Floyd said the proposed fee for a preliminary plat with no amendments is $450 and the proposed fee to review preliminary plats with minor amendments is $900 and highlighted the proposals. He said the cost difference is due to the number of Staff involved and estimated amount of additional time involved in each review.

Mr. Floyd said Staff previously proposed an extension fee of $1,200 to be consistent with fees charged by Oklahoma City (OKC) for a similar process. He said representatives from the development community stated they would be willing to pay the same fee they pay for a preliminary plat filing which is $150 plus $10 per acre. He said depending upon the size of the development; fees could range from $160 for smaller developments to over $1,000 for larger developments. He said once a fee schedule has been determined, a biennial review will be done to ensure fees are adequate. Councilmember Castleberry said he was pleased the schedule will be reviewed regularly.

Councilmember Gallagher asked how an "adequate" fee could be determined when Staff is already working in that discipline and Mr. Floyd said Staff would look at the time it takes to review the plat to make sure time is adequately accounted for. Councilmember Castleberry asked if time will be tracked and Mr. Steve Lewis, City Manager, said yes, the proposals are estimates at this time.

Councilmember Gallagher said if there is no change or a simple change to a preliminary plat it would not involve every Staff person that reviewed the original preliminary plat and Mr. Floyd said generally, the Staff he listed is involved in the initial process as well as the extension process, but if an amendment did not include park changes then the Parks Department would not be involved. Councilmember Castleberry said it appears Staff is using a worst-case scenario in listing Staff that could be involved in reviewing the plat, but that does not necessarily mean they <u>will</u> be involved and Mr. Floyd said that is correct. Councilmember Castleberry asked if there was Staff that could possibly review the plat that are not listed and Mr. Shawn O'Leary, Director of Public Works, said the Fire Department. He said public safety is always a concern. Councilmember Castleberry asked what their role would be in reviewing the plat and Mr. O'Leary said they would be reviewing the water system to ensure there is enough water coverage for extinguishing fires, access to the development, lane width, etc. Councilmember Gallagher said water usage will become more serious given the drought situation. Mr. O'Leary said the City's Code is very clear on what every subdivision has to produce in terms of gallons per minute at a hydrant and coverage to every house.

Item 1, continued:

Councilmember Castleberry asked if the application is an extension of a previously approved plat, what factors would change that aspect and Mr. O'Leary said there should be no factors. Mr. O'Leary said changes are not always internal to the plat, they could be external to the plat (the perimeter). Councilmember Jungman asked if Staff ever visited a development site and Mr. O'Leary said yes, there are extensive site visits. Councilmember Jungman asked if Staff visits the site when a developer applies for an extension and Mr. O'Leary said yes, generally to review perimeter property changes. Councilmember Castleberry asked if that Staff time is included in the proposals and Mr. O'Leary said yes, an estimated time. Councilmember Jungman asked if proposals include costs for the use of City vehicles and Mayor Rosenthal thought that was a good point. She said contractors and engineers include time, fuel, mileage, etc., into their costs so she did not have a problem with the City's extension fee covering direct costs, which is standard practice. Mayor Rosenthal said the proposals just include costs of doing business, generally.

Mayor Rosenthal asked how long OKC has charged $1,200 for plat extensions and Mr. Floyd said since the mid 1990's. He said their filing fees range from $2,200 for a plat under ten acres to $2,500 for anything over ten acres so $1,200 is basically half their initial filing fee. Mayor Rosenthal said the City of Norman needs two levels of fees with amendments having a higher cost. She felt the City should charge $1,200 for minor amendments and $600 for no amendments. Councilmember Castleberry said he would not be opposed to that, but $900 and $450 would actually make Norman more competitive. Councilmember Jungman liked the idea of matching cost to Staff time as it is a good principal. Councilmember Gallagher asked if OKC based their fees on employee time and wages and Mr. Floyd said he did not research OKC Staff costs. Councilmember Gallagher asked if that would be a factor and Mr. Lewis said Staff does not know OKC's factors as that is an internal issue within that City. Mr. Floyd said OKC processes 12 to 15 plats per year whereas Norman processes four to five maximum. He said he expects residential subdivision developers to use the extension more than commercial developers.

Mr. Trey Bates, 3720 Timberidge Drive, said he is concerned about the ambiguity of what constitutes a minor amendment. He suggested splitting the difference for a fee of $900. Councilmember Castleberry asked if most extensions have amendments and Mr. O'Leary said he did not think any extension is ever submitted without a change. He said the question is whether the changes are minor or major.

Councilmember Castleberry said the simpler the City can make the process, the better. He said more Staff time and cost has been invested on this discussion than he feels is necessary and encouraged Council to move forward. He said the fees are immaterial in a $240 million budget.

Chairman Lockett said businesses would rather have consistency and know what fees will be charged and having a competitive edge would be nice.

Mayor Rosenthal said she was fine with charging $900 and Mr. Floyd asked if $900 was the consensus of Council and they said yes. Councilmember Castleberry said he was comfortable with that since the process can be reviewed later and fees changed if warranted.

Mr. Steve Ellis, 633 Reed Avenue, asked if the $900 fee is the City's way of subsidizing plat extension in order to compete with OKC and Councilmember Castleberry said subsidizing is not the correct word. He said as long as the City if averaging out and does not have a material cost, he is comfortable with that. Mayor Rosenthal said Mr. Ellis has a relevant philosophical point; however, the City is in the service business so the City is trying to cover direct personnel cost while providing a service and recognizing all costs will not be covered. Councilmember Castleberry said he would rather the fee be a little low opposed to not getting a development because the fees were too high, which could ultimately cost the City thousands of dollars in revenue. Councilmember Gallagher said the point is to be competitive and provide a good service for a decent price so businesses will want to build in Norman. Councilmember Jungman said he did not favor trying to be competitive on plat fees, but if $900 if fair, fair is good. Councilmember Castleberry asked if he could quote Councilmember Jungman on not wanting to be competitive and he said he could quote him on stating he does not want to be competitive on plat fees.

Item 1, continued:

OPTIONS FOR STREAMLING THE PRE-DEVELOPMENT MEETING PROCESS

Mr. Floyd said the City currently requires applicants applying for rezoning, Land Use and Transportation Plan (LUP) amendments, Certificates of Survey (COS), and all forms of preliminary plats to attend a pre-development meeting before the application is eligible to be submitted for Planning Commission's (PC) consideration. The first opportunity for the development to appear on a PC agenda is the following month, which can add approximately 28 to 30 days to the development process. He said Staff and the development community discussed options to condense the timeline for pre-development meetings and PC submittal.

Mr. Floyd said the purpose of the pre-development meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and gain information about the proposed application. He said an option to streamlining the process is to allow pre-development meetings to be held on an as-needed basis. The proposal will also allow an applicant to submit their application for a pre-development meeting and Planning Commission meeting in the same application cycle, which could reduce the timeline by approximately 28 to 30 days. He said the choice is up to the developer on whether or not to skip the pre-development meeting and many may choose to have the meeting. He said the proposal would require an amendment to Section 19-301 of the subdivision regulations and Section 442.1 of the Zoning Ordinance.

Mr. Floyd said the amendments may be beneficial to smaller commercial developments or industrial prospects that may be working on a compressed timeline. The developer may choose to hold a pre-development meeting in advance of the PC submittal to receive and/or resolve questions or concerns the surrounding property owners may have. The pre-development meeting is valid for up to six months before PC submittal.

Councilmember Jungman asked if pre-development meetings are valid after a PC meeting and Ms. Susan Connors, Director of Planning and Community Development, said the pre-development is expired at that time and no longer valid. She said if any changes are made the applicant must go through the development process again.

Mayor Rosenthal said the original trigger for protests is currently 20% and the proposal is suggesting 30% and asked why the change since it is rare to even receive 20%. Ms. Connors said it was suggested by the development community and there did not seem to be any harm in changing the percentage. Mr. Harold Heiple, 218 East Eufaula, said protests on pre-development meetings are not as important as protests filed with the PC. He said 30% would be more indicative of problems or concerns and adds protection to neighborhoods. Mayor Rosenthal felt the applicant is already allowed to forego the pre-development meeting so adding 30% protest seemed unfair to property owners who do not get a "peek" at the development. Mr. Heiple said if 30% versus 20% is a deal buster, change it back to 20% and move on and Mayor Rosenthal said she would be more comfortable with 20%.

Mr. Floyd said the proposed amendments could be submitted for PC review on February 14th and to Council for First Reading on March 12th and Second and Final Reading on March 26th. He said if Council prefers, the information can be presented at a Study Session for additional comment or review. Mayor Rosenthal did not believe a Study Session would be necessary and told Staff to submit the proposals to PC on February 14th and if there is significant feedback suggesting Council should reconsider, a Study Session can be scheduled.

Items submitted for the record

1. Memorandum dated January 31, 2013, from Terry Floyd, Development Coordinator, to Council Business and Community Affairs Committee with Attachment A, City of Norman Employee – Total Hours and Cost, No Amendments to Preliminary Plat; Attachment B, City of Norman Employee-Total Hours and Cost, With Amendments to Preliminary Plat; and Attachment C, Draft Ordinance
2. PowerPoint presentation entitled, "City of Norman Development Streamlining Options," Council Business and Community Affairs Committee, dated February 7, 2013

Item 2, being:

MISCELLANEOUS DISCUSSION.

Mr. Floyd updated Council on the construction status of Crest Food Store and Wal-Mart Neighborhood Market. He said there are promising potential projects coming in 2013, but he cannot disclose names at this time. Councilmember Castleberry asked what is going in next to Academy Sports and Mr. Floyd said Designer Shoe Warehouse and Michaels Craft Store.

Mr. Don Wood, Executive Director of Norman Economic Development Coalition (NEDC), said PST Energy Systems is coming into Norman hiring 19 new engineers at $90,000 plus a year and they were trying to obtain a remodeling permit and needed help. He said Mr. Floyd obtained the permit the next day and thanked him for his help. He said that kind of response from the City sends the right message to businesses.

The meeting adjourned at 9:50 a.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES

February 13, 2013

The City Council Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the City Council Conference Room on the 13th day of February, 2013, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Jungman, Lockett, Spaulding, and Chairman Kovach
ABSENT:	None
OTHERS PRESENT:	Councilmember Jim Griffith, Ward Six Mayor Cindy Rosenthal Councilmember Chad Williams, Ward Eight Mr. Mike Collins, 700 N.E. 122nd, Oklahoma City Mr. Lionel Del Valle, 2013 Cloverdale Lane Mr. Mike Douglas, 1501 Goldfinch Court Ms. Eileen Grzybowski, 715 Elmwood Drive Mr. Harold Heiple, 218 East Eufaula Avenue Ms. Clara McMurray, 2715 Aspen Circle Ms. Amanda Nairn, Chair, Environmental Control Advisory Board Mr. Charles Rice, 439 Leaning Elm Drive Ms. Toni Rice, 439 Leaning Elm Drive Mr. Sean Rieger, 136 Thompson Drive Mr. Larry Steele, 730 Hoover Street Ms. Chris Ward, Cleveland County Conservation District Ms. Jo Young, 14112 Mesquite Road Mr. Anthony Young, 14112 Mesquite Road
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Director of Planning and Community Development Mr. Terry Floyd, Development Coordinator Mr. Jud Foster, Director of Parks and Recreation Ms. Janay Greenlee, Planner II Ms. Jane Hudson, Principal Planner Mr. Ken Komiske, Director of Utilities Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Ms. Syndi Runyon, Administrative Assistant IV

Item 1, being:

CONTINUED DISCUSSION REGARDING THE COMMERCIAL LIGHTING ORDINANCE.

Mr. Jeff Bryant, City Attorney, highlighted proposed amendments to the Commercial Lighting Ordinance. He said the Committee suggested Staff look at the following changes to determine how they might be included in the ordinance:

Item 1, continued:

- ✓ Allowing 30-foot poles so businesses can utilize the OG&E payment plan
- ✓ Addressing spillover in right-of-way and entrances
- ✓ Removing commercial on commercial spillover requirements
- ✓ Keeping the photometric plan requirement with a waiver to opt out that includes inspections to ensure no spillover
- ✓ Changing the lumens cap to allow additional lighting to be added to areas such as canopies, drive-thru windows, and outdoor sales areas

Pole Height

Chairman Kovach said Staff replaced language in Chapter 22, Section 431.6 § 5(b)(4) regarding pole mounted lights. The original language stated, "Light poles installed within 25 feet of any residential property line or public right-of-way may not exceed twenty feet in height" and Staff replaced it with language that states, "Light poles may not exceed thirty feet in height. Height is measured to the underside of the lens and includes any concrete base." Chairman Kovach said Council wanted the shorter pole height within 25 feet of a residential property line and beyond that permit 30 foot poles to allow applicants to participate in OG&E's payment plan. Ms. Susan Connors, Director of Planning and Community Development, said OG&E can only accommodate 30-foot poles with full cutoff fixtures so if there are two pole heights on a project, OG&E could not be the electric provider. Chairman Kovach said if the pole were installed 26 feet from the residential property line, the business could install a 30 foot pole allowing the business to participate in OG&E's payment plan. He asked Staff to reinstate the original language and Mr. Bryant said that would be done.

Councilmember Williams said stockade fences are six to eight feet tall and if a pole is 30 feet tall, nothing is being accomplished by using a 20-foot pole because people can still stand in their backyard and see the light over the fence. Chairman Kovach said the pole will be at least 26 feet from the property line and Councilmember Williams said a 20-foot pole would still be offensive and Councilmember Jungman and Chairman Kovach agreed, but felt a 20-foot pole would be less offensive.

Spillover of Right-of-way and Entrances

Mr. Bryant said the limit on spillover light on rights-of-way or at entrances to businesses will be removed except where a there is an adjacent residential property and that can be handled by having lighting limitation at the residential property line. He said there will be no regulations on commercial on commercial spillover.

Photometric Plan

Mr. Bryant said previously there had been discussion about allowing applicants the option of not submitting a photometric plan. He said language has been added to make the photometric plan optional and if the applicant chooses that option it creates the presumption the lighting plan complies with the ordinance. He said if there is a complaint, this language shifts the burden of proof to the applicant.

Chairman Kovach said if the photometric plan is optional, there is still a requirement of no spillover onto residential properties so it becomes the applicant's risk if lighting is installed improperly. He said if there is a complaint, the applicant will be forced to make whatever adjustments necessary to meet compliance.

Mr. Bryant said Staff had been asked to contact electrical engineers to determine the cost of preparing a photometric plan and if it is possible for the City to contract to have photometric plans prepared and Staff is working to provide that information.

Item 1, continued:

Councilmember Williams said in previous meetings he stated photometric plan providers are difficult to find and the plans are expensive; however, to become better educated on the subject, he called approximately eight companies that provide photometric plans and found a consensus that photometric plans are growing in popularity and are being included in the overall cost of engineering plans. He said the more light poles that are needed, the higher the cost.

Lumens Cap

Mr. Bryant said Staff proposed allowing additional lighting to be added to areas such as canopies, drive-thru windows, and outdoor sales areas as follows:

- Outdoor Sales Areas — 12 lumens per square foot
- Drive-thru Windows — 6,000 lumens per drive-thru window
- Service Stations — 12,000 lumens per pump

Councilmember Jungman asked why Tables 1 and 2 regarding pole mounted lights and wall packs are being eliminated from the ordinance and Mr. Bryant said requirements for compliance were repetitive so compliance language is being placed in the text of the ordinance under Section 431.6(4)(a).

Mr. Harold Heiple, 218 East Eufaula Avenue, distributed copies of proposed amendments drafted by he and Mr. Sean Rieger, representing the Builders Association of South Central Oklahoma (BASCO). He said he e-mailed the changes to City Staff to include Exhibit C, but the amendments are not noted.

Mr. Larry Steele, 730 Hoover Street, said he was involved in the meetings and discussions creating the Commercial Lighting Ordinance for two years and the ordinance had been stringently parsed over that time to become the current ordinance. He felt full cut-off fixtures should be a requirement and did not have a problem amending pole heights, spillover onto sidewalks and streets, or commercial on commercial overspill. He said he is not familiar enough with lumen caps to know if the recommendations are appropriate. He said David Stanley Chevrolet has tall and short light poles and it blends nicely. Councilmember Spaulding asked if Mr. Steele knew the heights of the poles at David Stanley and Mr. Steele said he did not. Councilmember Spaulding said assuming the tall poles are 40 feet and the shorter poles are 30 feet, that would have allowed OG&E to provide their poles and Ms. Connors said if the full cut-off fixture is included, OG&E can only provide them on 3- foot poles.

Mr. Steele said he googled photometric plans and found several sites that offer free, downloadable software on the internet. He also spoke to two architect friends, one in Dallas, Texas, and the other in Daytona Beach, Florida, who told him photometric plans are included in their design costs and they do not design anything without a photometric plan. He said just about every large company or business chain in the United States has more stringent lighting guidelines for their company than Norman's ordinance. He asked Council to respect the process and compromise on spillover, commercial on commercial lighting, and pole heights leave the majority of the ordinance unchanged.

Mr. Michael Collins, 700 N.E. 122nd, Oklahoma City, said he is a professional lighting salesman and is very familiar with the subject being discussed tonight. He said cut-off fixtures allow light to go up and does not affect spillover, which comes from light distribution. He said most car dealerships install 25 to 30 foot poles and use a different lamp source on the shorter poles to try to accomplish an even, smooth level of light. He said Oklahoma City's ordinance allows .75 foot candles in parking lots and Norman's ordinance allows .2 foot candles, which is low. He said in order to meet the City's ordinance a business would have to have a lighting layout, which is generally included in the design plans and a parking lot layout is the simplest layout to do.

Item 1, continued:

He said a light layout gives the City documented information on light levels so if an applicant does not submit a photometric plan they become responsible if the lighting is not in compliance. He said light trespasses if a business puts a light fixture on a pole and they do not use the right distribution, which can only be done by using a photometric plan. Councilmember Gallagher asked why Oklahoma City allows .75 and Mr. Collins said it provides a higher level of safety, especially in parking lots. Councilmember Gallagher asked Mr. Collins if he knew of any other city that has .2 candle foot and Mr. Collins said he only familiar with cities where he has worked, but most cities are higher. He said in laymen's terms, a foot candle is a cubic foot of light a candle puts out so being inside that one foot candle is great, but drop that down to .2 and it is not a lot of light. Councilmember Spaulding asked if, mathematically, Norman's requirement is one fourth of Oklahoma City's and Mr. Collins said mathematically that is correct. Councilmember Williams asked if the .2 is spillover and Ms. Connors said a parking lot should be illuminated to a *minimal* level of .2 foot candles with a uniformity ratio of 20 to one and in addition to that there is a lumens requirement of four lumens per square foot on any parking lot. She felt no one would ever meet that minimum and Mr. Collins said an average of four lumens is good. Councilmember Castleberry asked if .2 foot candles spillover is good or bad and Mr. Collins said .2 candle foot is not bad and is mindful of residential areas.

Councilmember Jungman said based upon Mr. Collins' comments, he would suggest the photometric plan requirement be put back into the ordinance. Councilmember Jungman asked Mr. Collins if a photometric plan is part of the design process and Mr. Collins said yes, if you want to meet a City's code that limits so many foot candles in a parking lot, you would not know if you had complied without a photometric layout. He said you also need to know where to place the light poles, which takes a photometric layout.

Chairman Kovach said Council is considering a total lumens cap next to residential and asked if light can be as bright as you want on one area without affecting the person living next to you and Mr. Collins said yes, you can limit the light by using a particular distribution of the fixture. He described five basic light distributions and every lighting manufacturer has a distribution called a "forward perimeter throw" or a "forward throw" where light is directed towards the front of the pole and there are light fixtures with a shield that limits light so no light gets to the back of the pole.

Councilmember Williams asked how lighting was designed 20 years ago before photometric plans were available and Mr. Collins said photometric plans were done manually using mathematical formulas. Councilmember Williams asked why photometric plans are becoming so common and Mr. Collins said because software is so readily available now. Councilmember Williams said he interprets that as not everyone does a plan so how do they get by with that and Mr. Collins said they get by with it if a City does not have an ordinance requiring it. Councilmember Castleberry asked if Mr. Collins preferred the photometric plan to be required or optional and Mr. Collins said it is a good idea to have it required because if it is not required, people will not do it. Mr. Rieger believed people would do the plan if it were optional because the option gives the legal presumption the lighting will be done properly and that is a big incentive for someone to submit a photometric plan.

Mr. Rieger said BASCO supports the replacement ordinance that has been put forth as an alternative to the present ordinance in place. BASCO has stated for years that more light means more safety. He said BASCO also repeatedly requested leniency on commercial on commercial lighting and light spillover on sidewalks and rights-of-way and the request was ignored, but he appreciates the fact that everyone is now saying these are not problem. He said a person can put as much light on a property as they want as long as it is distributed properly and there has been compromise on this point. He said if BASCO compromises to use full cut-off fixtures, he felt the lumens cap should be removed because full cut-off fixtures will accomplish what the lumens cap is designed to protect.

Item 1, continued:

Mr. Rieger said many times property owners remodel or perform simple parking lot retrofits and do not hire an architect or professional engineer, they may hire a local electrical contractor. He asked that a licensed electrical contractor be allowed to submit the photometric plan in the submittal process.

Mr. Rieger said BASCO is requesting the glare definition be revised to state that glare be focused on residential property and traffic only. He said the current definition talks about "a reasonable person" and needs to state "a reasonable person with average sensibilities" because that is an important legal phrase.

Chairman Kovach suggested removing the lumens cap requirement with the requirement of a photometric plan when a project is next to a residential area but optional if the project is not near a residential area. He said a large project without a photometric plan could have too many lumens posing a problem for neighbors and when a complaint is issued there is a long process before a resolution is found. He felt this option would be a way to protect neighborhoods without placing the burden on the businesses. Mr. Rieger said Chairman Kovach is presuming problems would come from large projects, but is not seeing the fact that there are small projects next to residential properties that may not warrant a photometric plan. Councilmember Griffith said Chairman Kovach's suggestion makes perfect sense especially since a photometric plan can be created using software obtained online.

Ms. Eileen Grzybowski, 715 Elmwood Drive, said some people are under the illusion that more light is safer. She said when the Acting Chief of Police addressed the issue at the City Council meeting in June 2011, the ordinance was approved. He said too much light is bad for security because people get lost in the glare. She researched lighting ordinances and Chicago, Illinois, did an incredible study about ten years ago on safety and security in Chicago and found that areas lit up the most were the ones that were less secure and had the most crime. They believed these areas had more theft because they looked like areas that had more to steal.

Ms. Grzybowski believes a photometric plan should be required. She suggested the City purchase a $99 software package and let smaller businesses use the software if needed. She said protecting the integrity of neighborhoods is important because many neighborhood associations have attended the recent high density meetings and were promised the Lighting Ordinance will take care of spillover light onto neighborhoods. She disagreed with the glare definition as she is at an age where glare is a problem and she recently drove down Main Street at night in the fog and the full cut-off fixtures allowed people to see the ground without being a dandelion of light that spilled over as glare to drivers. She said people do not hit curbs because of lack of light, they hit curbs because they are not paying attention or do not have their lights on.

Mr. Heiple said he represents the 7-Eleven Convenience Store at Flood Avenue and Robinson Street who complied with the Lighting Ordinance. He said two Councilmembers have stated they have hit the curbs at the entrance because it was too dark and the property was not adequately lit and that is due to the lumens cap. He said if full cut-off fixtures are required and the lumens cap is limited at the boundary that will protect the neighbors.

Mr. Heiple suggested language in the definition of glare that states "glare that is either directed or reflected from within the property." He said this would take care of issues with "glow" as well as glare. He said if the lumens cap is not taken out, then the Committee will probably send two ordinances forward and those Councilmembers running for election will be labeled as light polluters or no voters. Chairman Kovach asked Mr. Heiple his thoughts on taking out the lumens cap, but requiring a photometric plan for projects next to residential areas and Mr. Heiple said that would work.

Ms. Clara McMurray, 2715 Aspen Circle, said when the eye sees something bright at night, it takes the eye longer to see into shadowed areas that are not as bright. She asked if full cut-off fixtures prevent light from going up and Chairman Kovach said yes.

Item 1, continued:

Chairman Kovach suggested moving forward with one ordinance and said Councilmembers are welcome to make their amendments at that time, but the idea of sending two ordinances to the Planning Commission is not a good idea. He did not have a problem with Mr. Rieger's request that an electrical contractor be allowed to submit a photometric plan. He suggested proceeding with the compromised ordinance without the lumens cap, but with the photometric plan if the project is near residential property.

Councilmember Williams asked Chairman Kovach's opinion on glare and Chairman Kovach said he did mind inserting "average person with reasonable sensibility" and asked the Committee's opinion. Councilmember Jungman asked Mr. Bryant if that language is important and Mr. Bryant said the current definition covers that, but Staff would not have a problem adding "directed or reflected" so language would read, "the sensation produced by luminance, directed or reflected, within the visual field that is sufficiently greater than the luminance to which the eyes are adapted, which causes an annoyance, discomfort, or loss in visual performance and visibility for a reasonable person." He said when you say "reasonable person" at the end it already has the reasonable man standard. Councilmember Castleberry said adding "*average* reasonable person" clarifies that more and Councilmember Jungman agreed. Mr. Bryant felt that would not legally add anything as the reasonable man standard is an average, reasonable person usually determined by a jury. He said a Judge understands that the reasonable man is a reasonable, average person. He said language not usually in these types of standards in the law creates another thing attorneys must argue so he would suggest not adding language normally not found in these types of standards.

Councilmember Williams asked if Mr. Bryant had any problems with BASCO's glare definition because it has changes other than the reasonable man standard and Mr. Bryant said he did not think changing the current ordinance's definition is necessary, but would follow Council's wishes. Mayor Rosenthal said BASCO's definition includes "reduced vision, temporary blindness, physical discomfort, visual impairment" and that is becoming an unreasonable standard. Councilmember Griffith said the current definition is broad in general and covers reasonable person of limited sight as well as visual acuity. Chairman Kovach said he supports the current definition and wanted to point out there had not been a lot of complaints based on that definition.

Councilmember Williams asked Mr. Bryant to highlight the changes that will be made for the record. Mr. Bryant said in Exhibit C, Paragraph 5(b)(4) will be reinstated; Paragraph 5(f) will be stricken, which is the lumens cap as well as striking language 6(e)(2) and (3) that contains language regarding the lumens cap; Paragraph 6 will be changed to require a photometric plan if a project abuts residential property; and *directed or reflected* will be added to the glare definition. Chairman Kovach said once those changes are made send the ordinance will move forward to the Planning Commission on March 14, 2013. He asked that the ordinance be placed on the website for public review and input as well.

Councilmember Williams thanked everyone for working together on the amendments and asked that the two glare definitions be placed in the ordinance as Option A and Option B and allow Council to choose one and Chairman Kovach said when the ordinance comes before Council an amendment can be made at that time for Council's review, but he did not want to send two definitions to the Planning Commission.

Items submitted for the record

1. Memorandum dated February 13, 2013, from Susan Connors, AICP, Planning and Community Development Director, to Oversight Committee Members with Exhibit A, Revised Proposed Version of the Lighting Ordinance submitted by Councilmember Williams; Exhibit B, Previously Proposed Amendments to the Current Lighting Ordinance; and Exhibit C, Revised Proposed Version of the Light Ordinance from Staff
2. Business Community's Revised Proposed Version of the Lighting Ordinance

Item 2, being:

CONTINUED DISCUSSION REGARDING WATER CONSERVATION MEASURES AND ACTIVITIES RELATIVE TO THE EASTERN RED CEDAR AND THE USE OF DROUGHT RESISTANT LANDSCAPING ON CITY OWNED CAPITAL PROJECTS AND PROPERTIES.

Drought Resistant Landscaping

Mr. Jud Foster, Director of Parks and Recreation, said in its meeting of January 9, 2013, the Oversight Committee discussed drafting a resolution that encourages the use of drought resistant or Oklahoma proven plants. The Committee also asked Staff to update Chapter 22, Appendix F, of the Zoning Ordinance for a more current list of trees and shrub species recommended for planting. He said everyone recognizes that Oklahoma is in a significant drought cycle and the resolution declares the City of Norman will plant drought resistant plants and trees on City owned property as well as encourage developers to do the same. Mr. Foster highlighted the list of plants and trees recommended and not recommended for planting in Oklahoma's climate.

Eastern Red Cedars

Mr. Foster said eastern red cedars (ERC) water usage varies based upon the size of the tree, soil, climate, and various other conditions and the average water use is between seven and thirty gallons per day. Problems arise when ERCs are allowed to spread unmanaged creating water usage and fire issues; however, they do provide wood products, wildlife habitats, and windbreaks. Methods of managing ERC are controlled burns, mechanical removal using brush hogs and chainsaws, and chemical removal.

Mr. Foster said grants are available for ERC removal and Staff looked into the Canadian River Corridor Restoration Grant to restore the corridor where ERCs have taken over, but the City is not eligible for that grant.

Mr. Foster displayed before and after photos of areas where the City removed infestations of ERCs in Sutton Wilderness Park, Fire Station No. 9 site, Woodcreek Park, Saxon Community Park, and Ruby Grant Park.

Mr. Foster said the State created an ERC Registry Board that allows property owners to connect with tree harvesters for ERC removal. The City of Norman will develop a public information guide encouraging the use of drought resistant species, will place information on Channel 20, and provide an internet link to other resources. Chairman Kovach said he encourages public education.

Items submitted for the record

1. Memorandum dated February 6, 2013, from Jud Foster, Director of Parks and Recreation, to Steve Lewis, City Manager
2. PowerPoint presentation entitled, "Water Conservation Measures – Drought-Resistant Landscaping – Eastern Red Cedars" dated February 13, 2013

Item 3, being:

POSSIBLE MODIFICATIONS TO THE WATER CONSERVATION PLAN REGARDING SCHEDULED DAYS FOR WATER USE RESTRICTIONS AND DROUGHT CONDITION TRIGGERS.

Mr. Ken Komiske, Director of Utilities, highlighted proposed changes to the Water Conservation Plan (WCP) and said most of the proposed language related water conservation to Lake Thunderbird's water level. It also includes goals for reduction and actions available under Stage Two water conservation and triggers for Stage Three, severe mandatory water conservation. He said Stage Three would be triggered when the Lake levels drop to 1029.0.

Mayor Rosenthal said the public has stated they are not getting information regarding the current moderate mandatory conservation and are concerned about enforcement issues. She said the City needs to look at the whole question of how the City will enforce odd/even watering due to non-compliance. Many citizens are complaining that odd/even watering is unfair. Councilmember Lockett said so many people do not know the City is currently under a conservation mandate. She said there is limited distribution of The Norman Transcript and the information is not placed in areas that are read. Mayor Rosenthal said information needs to be distributed through homeowners associations and door hangers to get the word out.

Chairman Kovach said putting a picture of Lake Thunderbird on door hangers and Channel 20 would impact people. He said a lot of citizens in Norman do not go to the Lake and would be shocked to see how low it has gotten.

Councilmember Gallagher said businesses are violating the conservation mandate as much as citizens, particularly along Main Street, 24th Avenue West, 36th Avenue West, and University North Park. He said tree planting is supposed to be optional, but there is a considerable amount of trees being planted in subdivisions being developed. He said Parking Officers and Code Inspectors travel throughout the City regularly and there is no reason these groups cannot stop and talk to anyone violating the mandate to let them know they are in violation.

Councilmember Castleberry said there had been discussion regarding opening arsenic wells and dumping the water into Lake Thunderbird and asked Mr. Komiske for the status on that as well as recent legislation about being able to augment the lake with water from the Atoka pipeline. Mr. Komiske said the District Manager for Central Oklahoma Master Conservancy District (COMCD) contacted Oklahoma City (OKC) about opening discussion on the price and availability of using water from the pipeline and OKC is currently not willing to discuss a contract to release water into Lake Thunderbird. Mayor Rosenthal asked if COMCD is still going ahead with infrastructure for the future and Mr. Komiske said yes, it should be in place by July.

Mr. Komiske said the City opened six arsenic wells and floated the water across the ground into the Little River and the United States Geological Survey (USGS) has been monitoring the process with positive results. In one third of the distance before the water reached the Little River the arsenic level was absorbed by the iron in the soils to below drinking water standards. He said the City and USGS took the information to the Oklahoma Department of Environmental Quality (ODEQ) and asked to continue the process for nine to twelve more months, but ODEQ said there will be no discharges into a sensitive water supply. He spoke with the Oklahoma Water Resources Board (OWRB) about the issue and told them USGS will be monitoring the process and a meeting has been scheduled in March between the City, OWRB, and ODEQ to discuss the issue further.

Item 3, continued:

Chairman Kovach said, as far as conservation enforcement, the City Manager has powers to declare different levels of conservation and now is the time to put out warnings to get as much attention as possible. He said as the weather gets warmer, the City needs to start writing citations. He said it is not possible to program sprinkler systems for odd/even days and Mr. Komiske said it is possible to program sprinkler systems for odd/even, but not with Norman's unique mandate of no watering on Wednesdays and Thursdays. He said Staff reviewed several communities throughout the country and odd/even is the most common type of conservation, but there is no one size fits all. Chairman Kovach asked about Edmond's system and Mr. Komiske said Edmond allows irrigation on Monday, Wednesday, and Friday. Some communities have separate rules for irrigation systems and hand watering. Mr. Komiske said allowing irrigation on Tuesday, Thursday, Saturday or Wednesday, Friday, and Sunday with no watering on Monday would be a good system as long as everyone gets a weekend day for irrigation. Councilmember Castleberry said that is already being done using the odd/even system and Mr. Komiske agreed.

Chairman Kovach said the City could get to the point of allowing only two days a week to water and Mr. Komiske said the City Manager can issue a Stage Three, which would allow one day a week watering on the citizens' sanitation day so it will be easy to remember. Chairman Kovach asked if that would hamper citizens watering on weekends and Mr. Komiske said yes, but citizens can hand water anytime.

Councilmember Castleberry said San Antonio, Texas, prohibits irrigation between 8:00 a.m. and 5:00 p.m. every day. Mr. Komiske said no one is supposed to water during the heat of the day. Councilmember Jungman said San Antonio has required hand watering only full time for the last three summers and a lot of yards have been lost. Councilmember Griffith said he would not be adverse to Stage Three restrictions now.

Chairman Kovach asked if everyone is comfortable with Staff's recommendations and informational handouts and the consensus is yes.

Councilmember Lockett said she does water her lawn, but if you do water your lawn it would be better to get information out on Stage Three regulations before people start planting shrubs, trees, sod, or grass seed. Councilmember Gallagher said the City will be in Stage Three soon enough if there is no significant rainfall in March so getting information out right now on Stage Three requirements is a good idea. Mr. Komiske reminded Council that Stage Three means the splash pads will not be open and Councilmember Gallagher said there are at least 60 days before the splash pads will be used.

Chairman Kovach asked Ms. Kathryn Walker, Assistant City Attorney, if the City would be planting in Legacy Park anytime soon and Ms. Walker said planting is not scheduled to begin planting for at least another year.

Chairman Kovach said the Association of Central Oklahoma Governments (ACOG) presented a frightening scenario that is happening when people put water wells close to oil wells. If the top 30 feet is not cased in concrete, the saline water can be sucked into the ground water poisoning that water. He said there will be a lot of people putting in water wells and this is something Council needs to look at. He suggested asking someone from ACOG to present information at a Study Session. Ms. Walker said she and Mr. Komiske have been discussing that and the City cannot prohibit domestic wells under Oklahoma law, but can require casing and installation of a meter to limit water use to protect the City's water supply. She said Staff is working on an ordinance that will try to balance protecting the rights of property owners and the City's water supply. Chairman Kovach asked if the Committee could see a draft ordinance at the next meeting and Ms. Walker said yes.

Item 3, continued:

Items submitted for the record

1. City of Norman Water Conservation Plan 2011
2. Proposed amendments to the Water Conservation Plan
3. Proposed educational material for Water Conservation

Item 4, being:

MISCELLANEOUS DISCUSSION.

Chairman Kovach said he will be out of town the second week in March and asked if anyone had a problem with scheduling the next Oversight Committee meeting on March 6, 2013, instead of March 13th and no one objected.

ADJOURNMENT.

The meeting adjourned at 7:10 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

February 19, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Conference Room on the 19th day of February, 2013, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

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

Item 1, being:

CONTINUED DISCUSSION REGARDING THE REGIONAL OUTDOOR WARNING SYSTEM POLICY AND SHELTER REQUIREMENTS.

In a Study Session on January 15, 2103, Mr. James Fullingim, Fire Chief, updated City Council on the Regional Outdoor Warning System (OWS) Policy and shelter requirements. He said, at that time, Council had questions and he would like to provide follow-up on those questions. He said one question was whether or not the current City sponsored storm shelters at Irving Recreation Center, Whittier Recreation Center, Cleveland Elementary School, and Little Axe Recreation Center are effective when considering safety in terms of the buildings' construction and travel time for the public. He said research indicated Whittier Recreation Center provides a higher level of safety for citizens living in a nearby mobile home park and is within reasonable traveling distance of that park. He said the other shelters do not really have a higher level of safety within the Federal Emergency Management Association (FEMA) recognized eight minute walk time to the shelter.

Chief Fullingim said it would be difficult to open Whittier Recreation Center that can hold 300 or 400 people and say it is only to be used by mobile home park residents and not expect other people to show up wanting to use the facility. He said Council could create a credentialing program, but people that do not have a badge would have to stand outside and that would not be good. He did not know how to control only mobile home park residents being allowed entrance or ensure there would be adequate room for everyone. He said people as far away as Moore drive to the Norman sponsored shelters during storms because they believe it is better than what they currently have as shelter. He said he is not sure Whittier Recreation Center is a viable solution and believes it is better for individuals to have their own emergency plan that does not include everyone going to the same place.

Another issue was how to get the word out to people that the shelters will be closed and will no longer be an option. He said immediately closing the shelters is not a good idea as the City cannot get the word out to citizens quickly enough. He said literature could be provided to people coming to the shelters during the 2013 storm season letting them know the shelters will no longer be available after the 2013 storm season. He said there needs to be an aggressive public education campaign before the City decides to no longer operate the shelters.

Chief Fullingim said he spoke to Dr. Roger Brown, Superintendent of Norman Public Schools, and Dr. Brown was not willing to say the schools would not provide shelter to someone seeking refuge from the storm, but he did not like the idea of the schools becoming a shelter location due to security issues. During the day when students are in attendance, there are areas within the schools designated as the safest part of the school during a storm, but those areas are for students and teachers, not the general public. Dr. Brown said having people randomly entering the schools is a concern and compromises the security of the school. Chief Fullingim said letting people believe the schools are a shelter option is misleading because that gives people the false sense of security that the school is always open, which is not the case. After school hours, the buildings are locked.

Item 1, continued:

Chief Fullingim recommended the City move towards accepting the nationally recognized idea of sheltering in place or preparing your own plan for shelter. He said other cities that provide shelters are slowly moving away from that due to overcrowding issues. He said it is difficult for governments to provide citizens individual protection against natural occurrences.

Councilmember Kovach asked how long the City will be handing out literature at the shelters and Chief Fullingim said he recommends the City not close the shelters until after July 1, 2013, in order to have the entire storm season to educate the community.

Councilmember Kovach asked what the City can do to contact and help people develop a personal emergency plan, especially vulnerable areas such as mobile home communities. Chief Fullingim said the Fire Department will be visiting all of the mobile home parks in Norman on March 9, 2013, to distribute smoke detectors so fire personnel will be knocking on every door to distribute a smoke detector. He said the Fire Department will include a severe weather preparedness aspect as well and can help individuals prepare personal emergency plans.

Councilmember Kovach asked if the City will be distributing literature to multi-family housing areas as well and Chief Fullingim said the Fire Department annually inspects apartment complexes so town hall type meetings can be held in conjunction with those inspections to give tenants ideas and help on formulating a personal plan. He said the Fire Department has a large volunteer group that helps distribute smoke detectors and this would be a great opportunity to involve the community.

Councilmember Kovach asked what kind of public education programs have been put in place in other communities and how much money would be needed. Chief Fullingim said most communities do not offer a public education program. He said the City of Norman can distribute FEMA publications, which are free, and print literature in-house as well using grant money so additional funding would not be needed.

Councilmember Gallagher asked if there is a legal liability if the City kept the shelters at schools open and a wall or roof collapsed and someone is injured. Mr. Jeff Bryant, City Attorney, said he did not believe the City would be liable because schools are not City buildings and damages would be caused by a severe weather event, not something the City did. Councilmember Gallagher said he supports closure of the shelters as of July 1st and, in the meantime, aggressively educating the community on the closures and developing their own emergency plan. Councilmember Williams said Whittier and Irving Recreation Centers are City buildings and asked if that changes the liability issue and Mr. Bryant said the "act of God" (a severe weather event) will keep the City from being liable. Councilmember Williams is concerned that citizens believe the buildings are storm shelters when they are not and Mr. Bryant said the City needs to make it clear that these buildings are not certified storm shelters built to withstand tornadic events. Councilmember Williams asked if opening the building as a shelter would be an admission that they are certified shelters and Mr. Bryant said he did not believe the City would be culpable because of the nature of the damage and if it is an "act of God" the City would not responsible.

Mayor Rosenthal said there is a pretty clear recommendation from the Fire Chief and the transition of closing shelters as of July 1st gives the City time to get information to citizens. She said she is impressed with the outreach plans of the Fire Department and is supportive of the recommendations. She felt the City should move in that direction.

Councilmember Lockett suggested the Fire Department develop a program similar to their program on what to do during a fire and make that program available to civic groups, church groups, etc.

Items submitted for the record

1. Memorandum dated February 14, 2013, from James Fullingim, Fire Chief, to Honorable Mayor and City Council

Participants in discussion

1. Mr. James Fullingim, Fire Chief
2. Ms. Joy Hampton, The Norman Transcript

Item 2, being:

DISCUSSION REGARDING AN AGREEMENT WITH THE CITY OF DEL CITY AND CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT FOR THE PURCHASE OF WATER.

Mr. Ken Komiske, Director of Utilities, said 62% of the City's water comes from Lake Thunderbird and the remainder comes from the Garber-Wellington Aquifer, which is being renamed the Central Oklahoma Aquifer. He said Norman obtains water from Oklahoma City (OKC) during emergency circumstances during the hotter periods of the summer. He said Norman, Midwest City, and Del City receive an allocation of water from Lake Thunderbird and, in the past, Norman was always below their total allocation, but for the past 16 years we have been over. He said Del City has decreased usage of their allocation because they are depending more on wells so they have surplus water that Norman could use. He said the availability of using Del City's water is not going to get Norman more water when it is needed in the summer, but it will help Norman to stay under their allocation in the long term.

Ms. Kathryn Walker, Assistant City Attorney, highlighted the terms of the contract with Del City. She said Del City chronically underuses their allocation. She said the contract would be for a five year term beginning May 1, 2013, with a renewal option for an additional five year term. Norman will pay thirty-three cents per 1,000 gallons and 300 million gallons will be available annually at a total cost of $99,000. She said the contract has an option for the potential provision of 500 million gallons at the same rate. If Del City institutes water rationing, Norman would have to do that as well. If Del City loses four or more of their wells, they do not have to provide the water to Norman.

Councilmember Castleberry asked what the City of Norman charges customers per thousand gallons of water and Mr. Komiske said $2.00 for the first 2,000 gallons and commercial businesses pay a flat rate of $2.10 per thousand gallons. Councilmember Castleberry said basically the base rate is $2.00 and the City will pay thirty-three cents to Del City and Ms. Walker said the thirty-three cents buys raw water and the City charges customers for potable water. Councilmember Castleberry asked the cost for treating raw water and Mr. Komiske said costs depend on an economy of scale and ranges from $1.20 to $1.50.

Councilmember Gallagher asked if Norman had to purchase a minimum amount of water and Ms. Walker said no. He asked Del City's growth rate where they might approach their allocation needs and Ms. Walker said she did not know, but she did not believe they have a lot of room to grow.

Councilmember Kovach said since OKC cannot tap into the Atoka Pipeline yet, will that affect Norman's ability to obtain the 2% water per their agreement with OKC and Mr. Komiske said that is a possibility. He said the 2% comes into play during Norman's peak usage and is purchased on an emergency basis so if it is available OKC is happy to sell it to Norman. Mayor Rosenthal asked what the last communication was from OKC on the availability of emergency water this summer and Mr. Komiske said it depends on OKC's demand. If demand is

Item 2, continued:

high and they do not have water available, they will not sell to Norman. Councilmember Kovach said based on the fact that OKC will not sell Norman water from the Atoka pipeline, Council can assume OKC may not have the 2% available and that is something Council should discuss and plan for.

Councilmember Kovach asked if Midwest City is interested in selling their unused allocated water to Norman and Mr. Steve Lewis, City Manager, said Del City has been the primary City willing to sell their water.

Councilmember Castleberry asked if the City has anywhere to store water other than Lake Thunderbird and Mr. Komiske said no. Mayor Rosenthal said part of the Strategic Water Supply Plan update includes looking at alternative storage.

Mayor Rosenthal said she is pleased a contract has been negotiated and wants to place the item on an agenda as soon as possible.

Items submitted for the record

1. Memorandum dated February 14, 2013, from Kathryn L. Walker, Assistant City Attorney, through Jeff H. Bryant, City Attorney, to Honorable Mayor and Councilmembers
2. Letter dated February 8, 2013, from Randy Worden, General Manager, Central Oklahoma Master Conservancy District, to Steven D. Lewis, City Manager
3. Agreement for Purchase of Surplus Municipal Water

Participants in discussion

1. Mr. Ken Komiske, Director of Utilities
2. Ms. Kathryn Walker, Assistant City Attorney

Item 3, being:

FOLLOW-UP DISCUSSION REGARDING THE CURBSIDE RECYCLING PROGRAM.

Mr. Bryant said at the February 5, 2013, Study Session regarding recycling, Councilmember Kovach expressed concern that a change in service from weekly to bi-weekly would require an election since voters approved weekly curbside recycling. He said the ballot language used to approve the curbside recycling measure imposed a mandatory $3.00 assessment to all residential customers and after reviewing that language and constitutional provisions for the State of Oklahoma, it is Staff's legal opinion that changing the frequency of collection does not require voter approval. He said a Charter provision allows voters to weigh in on a change in rates, but the rates will not change, only the frequency of collection. Mayor Rosenthal asked Mr. Bryant to elaborate on the legal opinion for the public in attendance because he cited a number of prior instances where there was a change of service without an election and the opinion draws a clear distinction between voters' approval of a tax versus an Enterprise Fund.

Mr. Bryant said the provision most often quoted regarding an initiative, referendum, or ballot language requiring usage in accordance to language in the ballot is the section of the Constitution that deals with imposition of a tax. That section clearly states that any tax imposed will be used only for the purposes for which it is imposed and although that section is quoted most often for imposition of a tax it does not apply to this situation. He said this situation is imposition of a rate. The Constitution also states that municipalities are given the right to operate and administer utilities so there is more latitude for a municipality to operate a public utility as a business. He said under the Oklahoma Constitution, public utilities are normally allowed to set their rates without voter approval; however, Norman changed the Charter in 1975 and has to get voter approval for a utility rate increase. He said that makes it a little more challenging to operate a utility in Norman so while Norman cannot adjust the rate, they

Item 3, continued:

can adjust the operation of the utility. Mr. Bryant highlighted examples of changes to utility operations in Norman over the years that was done by resolution or ordinance and a vote of the citizens was not used. He said if you tie up the ability to raise rates and tie up the ability to operate the utility, it puts a public utility in an impossible situation to manage that utility.

Councilmember Kovach asked what date notification would have to be made to the Cleveland County Election Board for a May election and Ms. Hall said Council would have to have a First Reading ordinance by February 26, 2013, with Second Reading on March 12, 2013, in order to meet the sixty day notification requirement for a May 14, 2013, election.

Councilmember Kovach asked if the Sanitation Division charges by volume or frequency and Mr. Komiske said on the commercial side, it is based on how many times the dumpster is serviced. Councilmember Kovach said rate is a ratio and will be determined by either the volume or frequency in regards to solid waste. He said the City does not charge by volume, which he supports, but by frequency and if you change the frequency you are, by definition, changing the rate. He said the Oklahoma Corporation Commission sets rates with a formula and part of the formula for allowing rate changes is the operating expense of the utility so the frequency of service, if part of the operating expense goes to setting the rate. He said while discussing whether or not to pick up glass, the Mayor said not picking up glass would be a change in service that would affect the rate. He said Quinn vs. The City of Tulsa talks about a specific cost for a specific purpose and when you specify weekly curbside service that is pretty specific. He said Norman's Charter states that an increase in utility rates within the control of the City of Norman shall be submitted for the legal vote of the City. He said changing from a bin to a polycart is an administrative change, but if you read the ballot language and asked citizens what the language means, they would say it means weekly curbside service. He said he does not want the City to get into a situation like Quinn vs. City of Tulsa.

Councilmember Griffith said he would not support taking the issue to voters because the City is doubling what users can recycle and the cost is not going up even if frequency is changing. He said if 95% of citizens were participating in curbside recycling there might be an issue, but when 20% or 30% participate he does not see the need to take it to a vote of the people. He said the City is also adding cardboard to the list of material that can be recycled so service is increasing for the same rate; therefore, the customer is getting a greater value for their money.

Councilmember Gallagher said a vast majority of the City pays the $3.00 without participating so there is quite a bit of money the City receives without putting out the effort. He said when yard waste pick-up was cut to once a month instead of weekly during the winter season, services were reduced and money was saved so he understands Councilmember Kovach's reasoning. He said going to the voters would be the safe thing to do instead of just changing the service.

Mayor Rosenthal said the City is being more efficient by providing a 95 gallon container and elections do not proceed without cost. She asked what the goal is if the City is not changing the rate and would make a strong case that the City is improving the service.

Councilmember Williams said he interprets Councilmember Kovach's statements as saying he wants to make sure the City is protected against liability such as in the Quinn vs. City of Tulsa case. He said Councilmember Kovach is looking at the situation from a different perspective and to look at it through a one eyed glass is not the correct way to do it. Mayor Rosenthal asked Mr. Bryant if there is any vulnerability based on the Tulsa versus Quinn case and Mr. Bryant said Quinn versus Tulsa, Case No. 777P.2D1331, is a case challenging language on a bond election in the City of Tulsa so it does not apply to Norman's situation. He is comfortable with moving forward without an election.

Item 3, continued:

Councilmember Lockett said Council has to make some hard decisions and cannot send every decision to a vote of the people.

Councilmember Castleberry said careful thought is put into ballot language and asked the thought process behind using the word "required" in the language and Ms. Walker said, at that time, there were people asking if they had to participate if they paid the rate. She said the City could not meet the rate quoted from Waste Management without charging the fee to everyone whether they participated or not. Councilmember Castleberry said he was concerned that the word "required" is directly in front of the word "weekly" because it shows intent to provide service weekly, but he is not sure the City is bound by it, he just wants to understand it. Mr. Bryant said the question was whether the rate would be required or optional so it was decided participation would be optional, but paying the rate would be required and that is what the ballot language intended to capture although it may not have been well drafted. Mayor Rosenthal said the rate was based on a revenue stream that was going to be predictable and that meant it had to be required. Councilmember Kovach said a required rate for weekly curbside service would have made the language more clear. He said his point is that Council has good intentions to do the best they can with the program in front of them and the easiest thing to do is make the decision unilaterally and move on, but there are a lot of people who take ballot language very seriously whether Council can legally explain themselves or not. He asked Councilmembers to think about that as Council is looking forward to hundreds of millions of dollars in future spending on wastewater and water rate increases will be needed to fund projects. He said Norman has a history of citizens turning down proposals because they do not trust the City and this is an opportunity to go to the people on the same day there is another proposal to vote on so there is no extra cost. Mayor Rosenthal said there could be a cost to the City as there is no guarantee of an election in May and could cost $28,000 to $30,000 for a citywide election. He asked if Council is afraid to go to the public and ask them to just call it curbside service. He said the worst that could happen is the City will be forced to provide weekly service. He was surprised there was no bid on weekly service because many citizens have told him bi-weekly service will be confusing.

Councilmember Griffith said he finds it hard to believe people will be up in arms about recycling twice a month when they can use a larger container with a lid and wheels making it easier to get to the curb with less chance of materials being blown into the yard plus having cardboard recycling convenience. Councilmember Kovach said citizens will not be up in arms about the service, they will be up in arms about not being asked to change the language because when the City cut back on winter yard waste removal he received numerous complaints. Councilmember Griffith said it will be tough to justify spending $28,000 for a single item on a ballot if an election is called and there is no run-off especially when the City is just changing weekly service to bi-weekly service and giving the customers extra benefits.

Councilmember Castleberry said he campaigned over the weekend and recycling was talked about at almost every house. He asked people about the bi-weekly proposal and a majority of complaints were about when the service would be provided and keeping track of sanitation days, yard waste days, recycling days, watering days, etc. He did not get a lot of complaints about service being cut in half for the same price. He said most people want more people to recycle and believe anything the City can do to increase recycling is good. Mayor Rosenthal said it will be a challenge to communicate information on the service and she is more concerned about letting people know so they can plan for it.

Councilmember Gallagher did not think it was a matter of money or frequency, but a matter of the public perceiving what Council does and when Council changes things without the public knowing that perception changes. He said with as many things that are coming down the pike for major expenditures Council does not want to get on the wrong side of the public. He said Council wants to show the public an open, transparent government. Mayor Rosenthal asked if a new election would pre-empt the prior election and could the worse possible case be no recycling service. Mr. Bryant said it would depend on how the ballot language is drafted.

Item 3, continued:

Councilmember Kovach said the City has precedence in changing ballot language because they had to go back and change the definition of a previous ballot word in the sewer sales tax so the City could use the money not only on the sewer collection system, but on the wastewater treatment facilities and it did not change the underlying tax authority. He said this is an opportunity to educate the public about recycling and respect the voters.

Councilmember Castleberry asked if Council is going to have people vote on everything they have to do because, if that is the case, there is no point in having a Council and Councilmembers Griffith and Lockett agreed. He said if this were a major policy change, affected the citizens pocketbook, or was a controversial issue it would be different, but going from weekly to bi-weekly service with the same rate does not require an election. He said it is unfortunate the way the ballot language was written because it is confusing, but he is not convinced this is voter worthy. He said most people will wonder why they even elect representatives if they have to vote on something they will probably think is trivial. He said it is Council's responsibility to meet with constituents to keep them aware of what is going on in the City.

Councilmember Kovach said it is an untrue characterization to continually go back to the idea that he is advocating for voting on everything in public because he is not. He said this is ballot language and it is not that Council does not want to make that call, but that Council does not have the right to make that call without asking permission. Would it have been better if the language was written a different way? Sure it would and Council would not be having this discussion but the point is the language is there and sometimes in life you deal with it and follow the rules whether you like it or not and there are consequences if you do not.

Mr. Bryant said whether there was an election or not there would need to be an ordinance change because the word "weekly" is in the current ordinance.

Ms. Hampton said if Council decides to put the change to a vote of the people, would they also allow an option to pay more if service is continued weekly? Councilmember Kovach said if there is a vote than that makes sense because there are some people who would pay extra money to have that option. Mayor Rosenthal said there are also people who are not using the service that would strenuously object to paying more.

Mayor Rosenthal said Councilmember Jungman asked her to convey that he would not support an election.

Mayor Rosenthal asked Mr. Komiske what delays there would be for a new contractor in getting the bi-weekly recycling service started if there is an election and Mr. Komiske said both contractors have a lag time of four to six months so that would be pushed further out. Mayor Rosenthal asked if there has been discussion with Waste Management about continuing the service during the interim period in terms of cost and Mr. Komiske said Waste Management said they would be willing to extend service for at least one month and review the rates after that, which will probably increase. He did not believe Waste Management would walk away from providing service during the interim period. Ms. Walker said over the last five years the contract has provided a 10% rate increase every year so the City can expect at the least a 10% increase. Councilmember Castleberry said that places the City in the red and Mr. Komiske agreed. Mayor Rosenthal said the City would need to factor in the cost of an election as well.

Mr. Lewis said Republic stated that once the contract is executed they could begin service within four months and Mr. Komiske said the City is planning to purchase polycarts, but that would not happen until a contract is signed.

Councilmember Williams asked the monthly rate bid by Republic if they provided polycarts and Mr. Komiske said the rate was $2.50 and Republic would reduce the rate by seventy cents if the City purchased the polycarts.

Item 3, continued:

Items submitted for the record

1. Memorandum dated February 15, 2013, from Kathryn L. Walker, Assistant City Attorney, through Jeff H. Bryant, City Attorney, to Honorable Mayor and Councilmembers
2. PowerPoint presentation entitled, "Agreement for Purchase of Water," City Council Study Session, February 19, 2013

Participants in discussion

1. Mr. Jeff Bryant, City Attorney
2. Ms. Kathryn Walker, Assistant City Attorney

The meeting adjourned at 6:47 p.m.

ATTEST:

City Clerk

Mayor

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

February 26, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building on the 26th day of February, 2013, at 6:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and at the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

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

The Pledge of Allegiance was led by Cub Scout Troop No. 221 from Roosevelt Elementary School.

* * * * *

Item 3, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 4 through Item 25 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Griffith; and the question being upon the placement on the consent docket by unanimous vote of Item 4 through Item 25, a vote was taken with the following result:

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

The Mayor declared the motion carried and Item 4 through Item 25 were placed on the consent docket by unanimous vote.

* * * * *

Item 4, being:

CONSIDERATION OF APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF JANUARY 28, 2013
CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 29, 2013
CITY COUNCIL SPECIAL SESSION MINUTES OF FEBRUARY 5, 2013
CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 5, 2013
~~CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES OF FEBRUARY 7, 2012~~
CITY COUNCIL SPECIAL SESSION MINUTES OF FEBRUARY 12, 2013
CITY COUNCIL MINUTES OF FEBRUARY 12, 2013
NORMAN UTILITIES AUTHORITY MINUTES OF FEBRUARY 12, 2013
NORMAN MUNICIPAL AUTHORITY MINUTES OF FEBRUARY 12, 2013
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF FEBRUARY 12, 2013

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

Item 4, continued:

Items submitted for the record

1. Text File No. GID-1213-55 dated February 8, 2013, by Brenda Hall, City Clerk
2. City Council Community Planning and Transportation Committee minutes of January 28, 2013
3. City Council Study Session minutes of January 29, 2013
4. City Council Special Session minutes of February 5, 2013
5. City Council Study Session minutes of February 5, 2013
6. City Council Special Session minutes of February 12, 2013
7. City Council minutes of February 12, 2013
8. Norman Utilities Authority minutes of February 12, 2013
9. Norman Municipal Authority minutes of February 12, 2013
10. Norman Tax Increment Finance Authority minutes of February 12, 2013

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

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

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

* * * * *

Item 5, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JANUARY 31, 2013, AND DIRECTING THE FILING THEREOF.

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

Items submitted for the record

1. Text File No. RPT-1213-31 dated February 8, 2013, by Anthony Francisco, Finance Director
2. Finance Director's Investment Report of January 31, 2013

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

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

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

* * * * *

Item 6, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JANUARY, 2013, AND DIRECTING THE FILING THEREOF.

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

Items submitted for the record
1. Text File No. RPT-1213-32 dated February 11, 2013, by Carol Coles, Administrative Assistant
2. Monthly Departmental Reports for the month of January, 2013

Participants in discussion
1. Mr. Anthony Francisco, Director of Finance

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

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

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

* * * * *

Item 7, being:

CONSIDERATION OF AWARDING OF BID NO. 1213-28, ITEMS 3 THROUGH 10, 11 THROUGH 13 AND 15; THE NORMAN UTILITIES AUTHORITY'S APPROVAL OF CONTRACT NO. K-1213-53 WITH CENTRAL CONTRACTING SERVICES, INC., IN THE AMOUNT OF $198,150, PERFORMANCE BOND NO. B-1213-17, STATUTORY BOND NO. B-1213-18, AND MAINTENANCE BOND NO. MB-1213-14 FOR THE PHASE II WATER TREATMENT PLANT EXPANSION PROJECT; AND BUDGET APPROPRIATION.

Acting as the Norman Utilities Authority, Trustee Kovach moved that all bids meeting specifications be accepted; Items 3 through 10, 11 through 13, and 15 of the bid in the amount of $198,150 be awarded to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1213-53, and the performance, statutory, and maintenance bonds be approved; execution of the contract be authorized; the filing of the bonds be directed; and $225,000 be appropriated from the Water Fund Balance (031-0000-253.00-00) to Project No. WA0291, Water Treatment Plant, Phase I, Construction (031-9939-462.61-01), which motion was duly seconded by Trustee Griffith;

Items submitted for the record
1. Text File No. K-1213-53 dated January 28, 2013, by Chris Mattingly, Water Treatment Superintendent
2. Contract No. K-1213-53
3. Performance Bond No. B-1213-17
4. Statutory Bond No. B-1213-18
5. Maintenance Bond No. MB-1213-14
6. Graph comparing Septic Hauling Costs from April 21, 2012, to October 18, 2012
7. Purchase Requisition No. 0000213576 dated February 21, 2013, in the amount of $198,150 to Central Contracting Services, Inc.

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

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

Item 7, continued:

The Chairman declared the motion carried and all bids meeting specifications accepted; Items 3 through 10, 11 through 13, and 15 of the bid in the amount of $198,150 were awarded to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1213-53, and the performance, statutory, and maintenance bonds were approved; execution of the contract was authorized; the filing of the bonds was directed; and $225,000 was appropriated from the Water Fund Balance (031-0000-253.00-00) to Project No. WA0291, Water Treatment Plant, Phase I, Construction (031-9939-462.61-01).

* * * * *

Item 8, being:

CONSIDERATION OF AWARDING OF BID NO. 1213-43; THE NORMAN UTILITIES AUTHORITY'S (NUA) APPROVAL OF CONTRACT NO. K-1213-87 WITH CENTRAL CONTRACTING SERVICES, INC., IN THE AMOUNT OF $934,225; PERFORMANCE BOND NO. B-1213-63; STATUTORY BOND NO. B-1213-33; AND MAINTENANCE BOND NO. MB-1213-26 FOR THE PENDLETON DRIVE AREA WATER LINE PROJECT AND BUDGET APPROPRIATION.

Acting as the Norman Utilities Authority, Trustee Kovach moved that all bids meeting specifications be accepted; the bid in the amount of $934,225 be awarded to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1213-87 and the performance, statutory, and maintenance bonds be approved; execution of the contract and the Norman Utilities Authority to pay vendors for equipment and supplies as directed by the contract be authorized; the filing of the bonds be directed; and $109,936 be appropriated from the Water Fund Balance (031-0000-253.00-00) to Project WA0187, Hot Soils Pendleton, Construction (031-9360-462.61-01), which motion was duly seconded by Trustee Griffith;

Items submitted for the record

1. Text File No. K-1213-87 dated February 11, 2013, by Charlie Thomas, Capital Projects Engineer
2. Engineer's estimate dated February 5, 2013, from Cardinal Engineering to Mr. Charlie Thomas, P.E., City of Norman and Norman Utilities Authority
3. Contract No. K-1213-87
4. Performance Bond No. B-1213-63
5. Statutory Bond No. B-1213-33
6. Maintenance Bond No. MB-1112-26
7. Location map
8. Purchase Requisition No. 0000213424 dated February 18, 2013, in the amount of $934,225 to Central Contracting Services, Inc.

Participants in discussion

1. Mr. Charlie Thomas, Capital Projects Engineer

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

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

The Chairman declared the motion carried and all bids meeting specifications accepted; the bid in the amount of $934,225 be awarded to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1213-87 and the performance, statutory, and maintenance bonds were approved; execution of the contract and the Norman Utilities Authority to pay vendors for equipment and supplies as directed by the contract were authorized; the filing of the bonds was directed; and $109,936 was appropriated from the Water Fund Balance (031-0000-253.00-00) to Project WA0187, Hot Soils Pendleton, Construction (031-9360-462.61-01).

* * * * *

Item 9, being

EASEMENT NO. E-1213-4: CONSIDERATION OF ACCEPTANCE OF A PERMANENT PUBLIC UTILITY EASEMENT DONATED BY APPLE CREEK ESTATES, L.L.C., FOR THE APPLE CREEK WATER LINE PROJECT.

Councilmember Kovach moved that Easement No. E-1213-4 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. E-1213-4 dated February 11, 2013, by Jim Speck, Capital Projects Engineer
2. Easement No. E-1213-4 with Attachment A-1, legal description and location map
3. Location map

and the question being upon accepting Easement No. E-1213-4 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1213-4 accepted; and the filing thereof was directed.

* * * * *

Item 10, being:

EASEMENT NO. E-1213-22: CONSIDERATION OF ACCEPTANCE OF A TEMPORARY EASEMENT DONATED BY UTC II, L.L.C., FOR THE LEGACY PARK CONSTRUCTION PROJECT.

Councilmember Kovach moved that Temporary Easement No. E-1213-22 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. E-1213-22 dated February 15, 2013, by Jud Foster, Director of Parks and Recreation
2. Temporary Easement No. E-1213-22
3. Location map

and the question being upon accepting Temporary Easement No. E-1213-22 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Temporary Easement No. E-1213-22 accepted; and the filing thereof was directed.

* * * * *

Item 11, being:

CONSIDERATION OF CONSENT TO ENCROACHMENT NO. EN-1213-7: FOR LOT 1, BLOCK 1, NORTH NORMAN BUSINESS CENTER ADDITION, CLEVELAND COUNTY, NORMAN, OKLAHOMA. (6401 NORTH INTERSTATE DRIVE)

Councilmember Kovach moved that Consent to Encroachment No. EN-1213-7 be approved and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. EN-1213-7 dated February 18, 2013, by Leah Messner, Assistant City Attorney
2. Location map
3. Consent to Encroachment No. EN-1213-7
4. Memorandum dated February 4, 2013, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Rone Tromble, Administrative Technician IV; Ken Danner, Subdivision Manager; Ken Komiske, Director of Utilities; and Jane Hudson, Principal Planner
5. Letter of request dated February 4, 2013, from Ron Nealis, Industrial Signs and Neon, Inc., to City Clerk of Norman
6. Site plan
7. Final plat
8. Drawing and measurements of sign
9. Sign elevation
10. Upper stage column calculations
11. Lower stage column and foundation calculations
12. Pipe section properties
13. Memorandum dated February 11, 2013, from Ken Danner, Subdivision Development Manager, to Leah Messner, Assistant City Attorney
14. Memorandum dated February 14, 2013, from Wayne D. Stenis, Planner II, to Leah Messner, Assistant City Attorney
15. Memorandum dated February 14, 2013, from Jim Speck, Capital Projects Engineer, to Brenda Hall, City Clerk
16. Email from Thad Peterson, Manager of Engineering Services, Oklahoma Electric Cooperative, to Erin Brown, Intern Architect, The McKinney Partnership Architects, P.C.
17. Letter dated January 8, 2013, from Charles Truesdell, Manager, Engineering and Design, AT & T Engineering/Construction, to Whom It May Concern
18. Letter dated January 10, 2013, from Timothy J. Bailey, Right-of-Way Agent, OG&E Electric Services, to Erin Brown, McKinney Partnership Architects, P.C.
19. Letter dated January 15, 2013, from Jodie Finney, Construction Services Support Specialist II, Network Services, Cox Communications, to Erin Brown, Intern Architect, The McKinney Partnership Architects, P.C.
20. Letter dated January 17, 2013, from Brian Navarro, Operations Supervisor, Oklahoma Natural Gas, a Division of ONEOK, to Erin Brown, The McKinney Partnership Architects, P.C.

and the question being upon approving Consent to Encroachment No. EN-1213-7 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Consent to Encroachment No. EN-1213-7 approved; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 12, being:

AMENDMENT NO. TWO TO CONTRACT NO. K-0607-47: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SAND EXPRESS, INC., CLARIFYING TERMS OF THE CONTRACT, ASSIGNING OWNERSHIP TO ADKINS MATERIAL CENTER, L.L.C., D/B/A SAND XPRESS, L.L.C., AND PROVIDING FOR PAYMENT OF OUTSTANDING ROYALTIES IN THE AMOUNT OF $24,000.

Councilmember Kovach moved that Amendment No. Two to Contract No. K-0607-47 assigning ownership to Adkins Material Center, L.L.C., d/b/a Sand Xpress, L.L.C., be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-0607-47, Amendment No. One, dated February 19, 2013, by Leah Messner, Assistant City Attorney
2. Amendment No. Two to Contract No. K-0607-47
3. Contract No. K-0607-47 with Exhibit "A", legal description
4. Amendment No. One to Contract No. K-0607-47, with Amended Exhibit "A", legal description
5. Assignment of all right, title, and interest to mine property identified in lease dated June 12, 2012, between Jeanie Baker, President, Sand Express, Inc., and Jeffrey Lewis, Manager, Adkins Material Center, L.L.C.

and the question being upon approving Amendment No. Two to Contract No. K-0607-47 assigning ownership to Adkins Material Center, L.L.C., d/b/a Sand Xpress, L.L.C., and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Amendment No. Two to Contract No. K-0607-47 assigning ownership to Adkins Material Center, L.L.C., d/b/a Sand Xpress, L.L.C. approved; and the execution thereof was authorized.

* * * * *

Item 13, being:

CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-1213-44 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND LYON'S FENCE COMPANY, INC., FOR THE LITTLE AXE PARK BALL FIELD FENCING PROJECT.

Councilmember Kovach moved that the project be accepted and final payment in the amount of $4,622.25 be directed to Lyon's Fence Company, Inc., which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-44, Final, dated February 12, 2013, by Mitch Miles, Park Planner
2. Purchase Order No. 221791 dated September 17, 2012, to Lyon's Fence Company, Inc., in the amount of $92,444.93 subtracting payments totaling $87,822.67 leaving a balance of $4,622.25

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

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

The Chairman declared the motion carried and the project accepted; and final payment in the amount of $4,622.25 was directed to Lyon's Fence Company, Inc.

* * * * *

Item 14, being:

CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-1213-45 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND H & H CONSTRUCTION FOR THE LITTLE AXE SIDEWALK IMPROVEMENT PROJECT.

Councilmember Kovach moved that the project be accepted and final payment in the amount of $8,700 be directed to H & H Construction, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-45, Final, dated February 12, 2013, by James Briggs, Park Planner
2. Purchase Order No. 222570 dated October 4, 2012, in the amount of $44,700 subtracting payments totaling $36,000 leaving a balance of $8,700

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

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

The Chairman declared the motion carried and the project accepted; and final payment in the amount of $8,700 was directed to H & H Construction.

* * * * *

Item 15, being:

CONTRACT NO. K-1213-155: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL AID PROJECT NO. IM-NHIY-0035-2(289)109, JOB NO. 09031(08) FOR THE INSTALLATION OF A SINGLE POINT URBAN INTERCHANGE (SPUI) WHICH INCLUDES THREE NEW TRAFFIC SIGNALS AT THE INTERSECTION OF MAIN STREET AND INTERSTATE 35 AND ADOPTION OF RESOLUTION NO. R-1213-93.

Councilmember Kovach moved that Contract No. K-1213-155 with ODOT be approved, Resolution No. R-1213-93 be adopted, and execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-155 dated February 11, 2013, by Angelo Lombardo, Transportation Manager
2. Contract No. K-1213-155 with Exhibit "C", Signal Plan for I-35 Ramps and Main Street; Exhibit "D", Signal Plan for Interstate Drive, Ed Noble, and Main Street; and Exhibit "E", Signal Plan, Interstate Drive, 26th Drive, and Main Street
3. Resolution No. R-1213-93
4. Location map

and the question being upon approving Contract No. K-1213-155 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1213-155 with ODOT approved; Resolution No. R-1213-93 was adopted and execution of the contract and resolution was authorized.

* * * * *

Item 16, being:

CONTRACT NO. K-1213-156: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. IM-NHIY-0035-2(289)109, JOB NO. 09031(08) FOR THE INSTALLATION OF HIGHWAY LIGHTING ALONG INTERSTATE 35 AND MAIN STREET AND ADOPTION OF RESOLUTION NO. R-1213-94.

Councilmember Kovach moved that Contract No. K-1213-156 with ODOT be approved, Resolution No. R-1213-94 be adopted, and execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-156 dated February 11, 2013, by Angelo Lombardo, Transportation Manager
2. Contract No. K-1213-156 with Exhibit "A", Lighting Plan, Single Median Lights, and Exhibit "B", Lighting Plan, Underpass Lights at Main Street and I-35
3. Resolution No. R-1213-94
4. Location map

and the question being upon approving Contract No. K-1213-156 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1213-156 with ODOT approved; Resolution No. R-1213-94 was adopted and execution of the contract and resolution was authorized.

* * * * *

Item 17, being:

CONTRACT NO. K-1213-159: AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA WATER RESOURCES BOARD (OWRB) TO IMPLEMENT THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) RISK MAP AND DISCOVERY PROGRAM, DIRECTING THE CITY'S SHARE IN THE AMOUNT OF $6,200 TO THE OKLAHOMA WATER RESOURCE BOARD, AND BUDGET TRANSFER.

Councilmember Kovach moved that Contract No. K-1213-159 with the Oklahoma Water Resources Board be approved; the execution thereof be authorized; $6,200 be transferred from Project No. DR0057, FY 10 Drainage Project, Construction (050-9968-431.61-01) to Project No. DR0060, Risk Map and Discovery Program, Construction (050-9388-431.61-01); and payment in the amount of $6,200 for the City's share of the project be directed to the Oklahoma Water Resources Board, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-159 dated February 11, 2013, by Scott Sturtz, City Engineer, with Attachment A, list of contributions from each community
2. Contract No. K-1213-159 with Exhibit A, Scope of Work; Attachment A-1, HUC Locater Map, Lower Canadian Walnut Watershed; Attachment A-2, List of Communities Invited to Lower Canadian-Walnut Discovery Meeting; and Exhibit B, Funding

Participants in discussion
1. Mr. Shawn O'Leary, Director of Public Works

Item 17, continued:

and the question being upon approving Contract No. K-1213-159 with the Oklahoma Water Resources Board and upon the subsequent authorization, transfer, and directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1213-159 with the Oklahoma Water Resources Board approved; the execution thereof was authorized; $6,200 was transferred from Project No. DR0057, FY 10 Drainage Project, Construction (050-9968-431.61-01) to Project No. DR0060, Risk Map and Discovery Program, Construction (050-9388-431.61-01); and payment in the amount of $6,200 for the City's share of the project was directed to the Oklahoma Water Resources Board.

* * * * *

Item 18, being:

CONTRACT NO. K-1213-160: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CABBINESS ENGINEERING, L.L.C., IN AN AMOUNT NOT-TO-EXCEED $196,975 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE EAST ALAMEDA STREET IMPROVEMENT PROJECT FROM RIDGE LAKE BOULEVARD TO 48TH AVENUE EAST AND BUDGET APPROPRIATION.

Councilmember Kovach moved Contract No. K-1213-160 with Cabbiness Engineering, L.L.C., in an amount not-to-exceed $196,975 be approved; the execution thereof be authorized; and $196,975 be appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. BP0190, Alameda Street Safety Project, Design (050-9552-431.62-01), which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-160 dated February 11, 2013, by Josh Malwick, Capital Projects Engineer, with Attachment A, list of bond projects with estimated cost; Attachment B, location map of bond projects; and Attachment C, project boundaries for East Alameda Street Bond Project from Ridge Lake Boulevard to 48th Avenue N.E.
2. Contract No. K-1213-160 with Attachment A, Scope of Services; Attachment B, Project Schedule; Attachment C, Compensation; and Attachment D, Owner's Responsibilities
3. Purchase Requisition No. 0000213003 dated February 7, 2013, in the amount of $196,975 to Cabbiness Engineering, L.L.C.

Participants in discussion

1. Mr. Shawn O'Leary, Director of Public Works
2. Mr. Steve Lewis, City Manager

and the question being upon approving Contract No. K-1213-160 with Cabbiness Engineering, L.L.C., in an amount not-to-exceed $196,975 and upon the subsequent authorization and appropriation, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1213-160 with Cabbiness Engineering, L.L.C., in an amount not-to-exceed $196,975 approved; the execution thereof was authorized and $196,975 was appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. BP0190, Alameda Street Safety Project, Design (050-9552-431.62-01).

* * * * *

Item 19, being

CONTRACT NO. K-1213-162: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ENGINEERING SERVICES AND TESTING (EST), INC., IN THE AMOUNT OF $79,510 TO PROVIDE ENGINEERING SERVICES FOR THE DEVELOPMENT OF CONSTRUCTION PLANS FOR STREET WIDENING IMPROVEMENTS AND NEW TRAFFIC SIGNALS AT 36TH AVENUE N.W. AND HAVENBROOK STREET AND BUDGET TRANSFER.

Councilmember Kovach moved Contract No. K-1213-162 with EST, Inc., in the amount of $79,510 be approved; the execution thereof be authorized; and $79,510 be transferred from Project No. TR0235, 12th Avenue SE & Cedar Lane, Land (050-9079-431.60-01) to Project No. TR0050, 36th Avenue NW and Havenbrook Drive Signalization, Design (050-9079-431.62-01), which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-162 dated February 11, 2013, by Mike Rayburn, Assistant Traffic Engineer
2. Contract No. K-1213-162 with Attachment "A", Scope of Services; Attachment "B", Anticipated Schedule and Period of Service; Attachment "C", Payments to Engineer; and Attachment "D", Owner's Responsibilities
3. Location map
4. Purchase Requisition No. 0000213189 dated February 12, 2013, in the amount of $79,510 to Engineering Services & Testing, Inc.

and the question being upon approving Contract No. K-1213-162 with EST, Inc., in the amount of $79,510 and upon the subsequent authorization and transfer, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1213-162 with EST, Inc., in the amount of $79,510 approved; the execution thereof was authorized and $79,510 was transferred from Project No. TR0235, 12th Avenue SE & Cedar Lane, Land (050-9079-431.60-01) to Project No. TR0050, 36th Avenue NW and Havenbrook Drive Signalization, Design (050-9079-431.62-01).

* * * * *

Item 20, being:

CONTRACT NO. K-1213-163: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER L.L.C., IN THE AMOUNT OF $79,975 TO PROVIDE ENGINEERING SERVICES FOR THE DEVELOPMENT OF CONSTRUCTION PLANS FOR STREET WIDENING IMPROVEMENTS AND REPLACEMENT OF TRAFFIC SIGNALS AT THE 12TH AVENUE N.E. AND HIGH MEADOWS DRIVE INTERSECTION AND BUDGET TRANSFER.

Councilmember Kovach moved Contract No. K-1213-163 with Garver, L.L.C., in the amount of $79,975 be approved; the execution thereof be authorized; and $79,975 be transferred from Project No. TR0235, Cedar Lane Widening, Land (050-9079-431.60-01) to Project No. TR0051, 12th Avenue NE and High Meadows Drive Intersection, Design (050-9079-431.62-01), which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-163 dated February 11, 2013, by Mike Rayburn, Assistant Traffic Engineer
2. Contract No. K-1213-163 with Appendix A, Scope of Services; Attachment B, Schedule; Appendix C, Project Description and Fee Summary; and Attachment D, Owner's Responsibilities
3. Location map
4. Purchase Requisition No. 0000213128 dated February 12, 2013, in the amount of $79,975 to Garver, L.L.C.

Item 20, continued:

and the question being upon approving Contract No. K-1213-163 with Garver, L.L.C., in the amount of $79,975 and upon the subsequent authorization and transfer, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1213-163 with Garver, L.L.C., in the amount of $79,975 approved; the execution thereof was authorized and $79,975 was transferred from Project No. TR0235, Cedar Lane Widening, Land (050-9079-431.60-01) to Project No. TR0051, 12th Avenue NE and High Meadows Drive Intersection, Design (050-9079-431.62-01).

* * * * *

Item 21, being:

CONTRACT NO. K-1213-164: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CARDINAL ENGINEERING, INC., IN THE AMOUNT OF $36,000 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE ALAMEDA STREET AND FINDLAY AVENUE INTERSECTION IMPROVEMENT PROJECT AND BUDGET APPROPRIATION.

Councilmember Kovach moved Contract No. K-1213-164 with Cardinal Engineering, Inc., in the amount of $36,000 be approved; the execution thereof be authorized; and $21,000 be appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0079, Alameda/Findlay Signal, Design (050-9076-431.62-01), which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-164 dated February 12, 2013, by Mike Rayburn, Assistant Traffic Engineer
2. Contract No. K-1213-164 with Attachment A, Scope of Services; Attachment B, Project Schedule; Attachment C, Compensation; and Attachment D, Owner's Responsibilities
3. Location map
4. Purchase Requisition No. 0000213165 dated February 12, 2013, in the amount of $36,000 to Cardinal Engineering, Inc.

and the question being upon approving Contract No. K-1213-164 with Cardinal Engineering, Inc., in the amount of $36,000 and upon the subsequent authorization and appropriation, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1213-164 with Cardinal Engineering, Inc., in the amount of $36,000 approved; the execution thereof was authorized and $21,000 was appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0079, Alameda/Findlay Signal, Design (050-9076-431.62-01).

* * * * *

Item 22, being:

CONTRACT NO. K-1213-165: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CABBINESS ENGINEERING, L.L.C., IN THE AMOUNT OF $55,300 FOR THE DEVELOPMENT OF CONCEPTUAL PLANS TO FOR THE PORTER AVENUE AND ACRES STREET INTERSECTION IMPROVEMENTS AND BUDGET APPROPRIATION.

Councilmember Kovach moved Contract No. K-1213-165 with Cabbiness Engineering, L.L.C., in the amount of $55,300 be approved; the execution thereof be authorized; and $35,300 be appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TC0253, Porter/Acres Pedestrian Crossing, Design (050-9082-431.62-01), which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-165 dated February 11, 2013, by David Riesland, Assistant Traffic Engineer.
2. Contract No. K-1213-165 with Attachment A, Scope of Services; Attachment B, Schedule; Attachment C, Compensation; and Attachment D, Owner's Responsibilities
3. Location map
4. Purchase Requisition No. 0000213157 dated February 12, 2013, in the amount of $55,300 to Cabbiness Engineering, L.L.C.

Participants in discussion

1. Mr. Shawn O'Leary, Director of Public Works

and the question being upon approving Contract No. K-1213-165 with Cabbiness Engineering, L.L.C., in an amount not-to-exceed $55,300 and upon the subsequent authorization and appropriation, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1213-165 with Cabbiness Engineering, L.L.C., in an amount not-to-exceed $55,300 approved; the execution thereof was authorized and $35,300 was appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TC0253, Porters/Acres Pedestrian Crossing, Design (050-9082-431.62-01).

* * * * *

Item 23, being:

CONTRACT NO. K-1213-166: AN ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PHILLIPS 66 PIPELINE, L.L.C. FOR THE REPLACEMENT OF A WATER LINE NEAR APPLE CREEK APARTMENTS IN PRAIRIE CREEK ADDITION.

Councilmember Kovach moved Contract No. K-1213-166 with Phillips 66 Pipeline, L.L.C., be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-166 dated February 11, 2013, by Jim Speck, Capital Projects Engineer.
2. Contract No. K-1213-166 with Exhibit "A", Construction Plans for Apple Creek Water Line, and Exhibit "B", General Encroachment Guidelines for Property Developers and Land Owners near Phillips 66 Pipeline, L.L.C.'s Pipelines and Facilities effective January 25, 2011
3. Location map

Item 23, continued:

and the question being upon approving Contract No. K-1213-166 with Phillips 66 Pipeline, L.L.C., and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1213-166 with Phillips 66 Pipeline, L.L.C., approved; and the execution thereof was authorized.

* * * * *

Item 24, being:

RESOLUTION NO. R-1213-99: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ENCOURAGING THE USE OF DROUGHT-RESISTANT OR OKLAHOMA-PROVEN TREES AND SHRUBS IN ORDER TO IMPROVE THE AESTHETICS AND THE QUALITY OF LIFE IN THE CITY OF NORMAN DURING PERIODS OF DROUGHT CONDITIONS.

Councilmember Kovach moved that Resolution No. R-1213-99 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. R-1213-99 dated February 19, 2013, by Jud Foster, Director of Parks and Recreation
2. Resolution No. R-1213-99
3. Plant List
4. Recommendation Regarding Size of Required Trees

Participants in discussion
1. Mr. Jud Foster, Director of Parks and Recreation
2. Ms. Susan Connors, Director of Parks and Recreation
3. Mr. Sean Rieger, 136 Thompson Drive, representing Builders Association of South Central Oklahoma, made comments

and the question being upon adopting Resolution No. R-1213-99, a vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1213-99 was adopted.

* * * * *

Item 25, being:

RESOLUTION NO. R-1213-100: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING COMPROMISE SETTLEMENT OF THE CLAIM FILED BY KIM STEPHENS UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *KIM STEPHENS V. THE CITY OF NORMAN,* WORKERS' COMPENSATION CASE NO. WCC 2010-02282 J; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

Councilmember Kovach moved that Resolution No. R-1213-100 be adopted and payment of claims in the amount of $152,575 which will constitute judgment against the City of Norman be directed, which motion was duly seconded by Councilmember Griffith;

Item 25, continued:

Items submitted for the record

1. Text File No. R-1213-100 dated February 18, 2013, by Jeanne Snider, Assistant City Attorney
2. Resolution No. R-1213-100
3. Purchase Requisition No. 0000213319 dated February 15, 2013, in the amount of $152,575 to Kim Stephens and others
4. Purchase Requisition No. 0000213320 dated February 15, 2013, in the amount of $3,051.50 to Workers Compensation Administrative Fund
5. Purchase Requisition No. 0000213321 dated February 15, 2013, in the amount of $1,141.31 to Special Occupational Health and Safety Fund
6. Purchase Requisition No. 0000213322 dated February 15, 2013, in the amount of $140 to Workers' Compensation Court Clerk
7. Purchase Requisition No. 0000213323 dated February 15, 2013, in the amount of $125.70 to Cleveland County District Court Clerk

Participants in discussion

1. Mr. Jeff Bryant, City Attorney

and the question being upon adopting Resolution No. R-1213-100 and upon the subsequent directive, as vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1213-100 adopted; and payment of claims in the amount of $152,575 which will constitute judgment against the City of Norman was directed.

* * * * *

Item 26, being:

ORDINANCE NO. O-1213-27 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, MODIFYING THE PLATTED LIMITS OF NO ACCESS PERTAINING TO LOT 13 A, BLOCK 2, VISTA SPRINGS ESTATES ADDITION, SECTION 2, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING VIEW DRIVE BETWEEN TURKEY RUN COURT AND DOE RIDGE COURT)

Ordinance No. O-1213-27 having been Introduced and adopted upon First Reading by title in City Council's meeting of February 12, 2013, Councilmember Kovach moved that Ordinance No. O-1213-27 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-27 dated December 13, 2012, by Ken Danner, Subdivision Manager
2. Ordinance No. O-1213-27
3. Location map
4. Memorandum dated December 10, 2012, from Brenda Hall, City Clerk, to Rone Tromble, Administrative Technician IV; Jeff Bryant, City Attorney; Ken Komiske, Director of Utilities; and Ken Danner, Subdivision Manager
5. Letter of request filed December 10, 2012, from S.P. Rieger, P.L.L.C., to City of Norman Planning Department and Public Works Department with Exhibit A, Existing Plat; Exhibit B, Proposed Modification; Exhibit C, Proposed site plan; Exhibit D, Uninhibited Site Line Distances; and Exhibit E, Aerial of House
6. Support map containing 99.5% support within notification area
7. Letter of support filed January 4, 2013, from Fred Sellers, Vista Springs Estates Homeowners Association, to Norman Planning Commission
8. Staff report dated January 10, 2013, recommending approval
9. Pertinent excerpts from Planning Commission minutes of January 10, 2013

Participants in discussion

1. Mr. Sean Rieger, 136 Thompson Drive, attorney representing the applicant
2. Mr. David Riesland, Assistant Traffic Engineer
3. Mr. Shawn O'Leary, Director of Public Works

Item 26, continued:

and the question being upon adopting Ordinance No. O-1213-27 upon Second Reading section by section, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1213-27 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance O-1213-27 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1213-27 upon Final Reading as a whole, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1213-27 was adopted upon Final Reading as a whole.

* * * * *

Item 27, being:

RESOLUTION NO. R-1213-103: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE CITY OF NORMAN WATER CONSERVATION PLAN 2011, AS AMENDED.

Councilmember Kovach moved that Resolution No. R-1213-103 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. R-1213-103 dated February 21, 2013, by Ken Komiske, Director of Utilities
2. Resolution No. R-1213-103
3. Legislatively notated copy of Section 10.0 of the 2011 Water Conservation Plan
4. Section 10.0 of the 2011 Water Conservation Plan
5. Power Point Presentation entitled "Water Conservation, Update for February, 2013"

Participants in discussion
1. Mr. Ken Komiske, Director of Utilities
2. Ms. Jeanette Coker, 620 East Main Street, asked questions
3. Mr. Steve Lewis, City Manager
4. Ms. Ann Gallagher, 1522 East Boyd Street, made comments
5. Ms. Joy Hampton, The Norman Transcript, 215 East Comanche Street, asked questions

and the question being upon adopting Resolution No. R-1213-103, a vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1213-103 was adopted.

* * * * *

Item 28, being:

ORDINANCE NO. O-1213-34 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VIII, MANUFACTURED FERTILIZER, SECTIONS 10-801 THROUGH 10-813 TO THE CODE OF THE CITY OF NORMAN TO DEFINE MANUFACTURED FERTILIZER CONTAINING PHOSPHORUS, REGULATE ITS USE IN ACCORDANCE WITH SPECIFIC PROVISIONS, TO PROVIDE FOR REGISTRATION OF COMMERCIAL APPLICATORS OF MANUFACTURED FERTILIZER, AND PROVIDE FOR PENALTY FOR FAILURE TO COMPLY WITH THE TERMS OF THIS CHAPTER; AND ADDING SECTION 13-108 TO PROVIDE FEES FOR COMMERCIAL APPLICATORS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance No. O-1213-34 having been Introduced and adopted upon First Reading by title in City Council's meeting of February 12, 2013, Councilmember Kovach moved that Ordinance No. O-1213-34 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-34 dated February 4, 2013, by Scott Sturtz, City Engineer
2. Ordinance No. O-1213-34
3. Legislatively notated copy of Ordinance No. O-1213-34
4. Pertinent excerpts from City Council Oversight Committee minutes of December 12, 2012
5. Power Point Presentation entitled "Storm Water Master Plan, Manufactured Fertilizer Ordinance" for City Council Meeting, Tuesday, February 26, 2013, presented by Scott Sturtz, City Engineer

Participants in discussion

1. Mr. Scott Sturtz, City Engineer
2. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions

and the question being upon adopting Ordinance No. O-1213-34 upon Second Reading section by section, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1213-34 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No O-1213-34 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1213-34 upon Final Reading as a whole, the roll was called with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1213-34 was adopted upon Final Reading as a whole.

* * * * *

Item 29, being:

MISCELLANEOUS DISCUSSION

Honoring Boy and Girl Scouts. Ms. Ann Gallagher, 1522 East Boyd Street, said the City does a fine job honoring student leaders by giving them certificates and allowing them to lead the audience in the pledge of allegiance at City Council meetings. She suggested that boy and girl scouts be honored in this way as well when leading the pledge.

*

Speed Limits. Ms. Ann Gallagher, 1522 East Boyd Street, said when there is a 25 mile per hour speed limit, then is the speed limit cars should travel. She said she did not think City Staff should think about changing a speed limit because cars were going faster than the posted speed.

Councilmember Spaulding read the Wikipedia definition of "the natural flow of traffic". He said the 85th percentile is the actual figure used to determine what the speed limit needs to be.

*

Swim Complex/High School Swim Team. Councilmember Gallagher said the Pisces Group is supporting the construction of a new water facility in Norman for recreation and competition. He said Norman North High School won the state championship in Swimming recently and state titles usually occur in larger cities such as Tulsa and Oklahoma City because they have good facilities. He said it would be advantageous for Norman to have a competitive and recreational complex. He said the Sooner Swim Club is celebrating its 50-year anniversary this month and has practiced in some of the worst facilities in the area. He said the Oklahoma City Community College Swim Complex was built for Olympic Trials several years ago and is a nice facility and Norman would profit greatly from revenues brought in by families staying in hotels and eating in restaurants in Norman. He urged citizens to think about supporting this project because it is needed.

Councilmember Castleberry said he fully supports the Pisces Project and this type of facility is greatly needed although he knows there are currently budget problems. He said the Parks Program is grossly underfunded compared to other cities our size and population.

Councilmember Griffith thanked Councilmember Gallagher for recognizing Norman North for winning the State Championship in Swimming. He said this is even more amazing because it was accomplished without a swim facility. He congratulated Norman High School for being named fourth place in the State Championships. He said he hopes the Pisces Project can come before the voters in this community to develop the kind of swim complex that would bring in a lot of tax dollars and would be a deserving reward for the efforts of both swim teams.

Councilmember Lockett said it was important for everyone to remember that our funds are not unlimited and there are other important issues coming forward. She said how to spend the money should be prioritized and it was important for citizens to be a part of this decision.

*

Water Issues. Councilmember Kovach said there were three items regarding water considered this evening that had been discussed by the Oversight Committee. He said Norman had been fortunate to receive some rain but even if the normal amount of rainfall is received, it would not bring us where we need to be. He said the Association of Central Oklahoma Governments (ACOG) anticipates three to five years of drought. He asked citizens to stay engaged on this topic and be aware that everyone is trying to work together to find the best solutions for the whole community.

Councilmember Castleberry encouraged citizens to attend the Ad Hoc Strategic Water Supply Committee Meeting on Monday, March 4th at 12:00 p.m. in the Municipal Building Multi-Purpose Room. He said it was a public meeting and welcomed citizen input. He said there are experts looking at the problem and there are several answers. He said it will be an expensive solution to a critical problem.

*

Decisions by Elected Officials. Councilmember Spaulding urged elected officials to recognize individual rights and responsibilities when making decisions and not just decisions for the whole.

Councilmember Lockett said she admired Councilmembers Spaulding and Williams for voting with their conscience this evening. She said not everything needs to be regulated by law.

Councilmember Williams said his vote this evening was not based on what it is going to accomplish in water quality but by core principle.

*

Miscellaneous Discussion, continued:

Shop Norman. Councilmember Griffith encouraged citizens to "Shop Norman."

*

Norman North Girls Basketball Team. Councilmember Williams congratulated the Norman North Girls Basketball Team for winning the Regional Championship.

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Item 30, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(3) TO DISCUSS THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED SOUTH AND WEST OF CANADIAN TRAILS PARK BETWEEN THE CANADIAN TRAILS ADDITION AND THE SOUTH CANADIAN RIVER, PRIMARILY ON THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 2 WEST, AND INCLUDES A SMALL PARCEL IN SECTION 12, TOWNSHIP 8 NORTH, RANGE 2 WEST, CLEVELAND COUNTY, OKLAHOMA.

Councilmember Kovach moved that the City Council meeting be adjourned out of and an Executive Session be convened into in order to discuss the possible purchase of real property located south and west of Canadian Trails Park between the Canadian Trails Addition and the South Canadian River more particularly as described above, which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning out of the City Council meeting and convening into an Executive Session in order to discuss the possible purchase of real property located south and west of Canadian Trails Park between the Canadian Trails Addition and the South Canadian River more particularly as described above, a vote was taken with the following result:

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

The Mayor declared the motion carried and the City Council meeting adjourned out of and an Executive Session was convened into in order to discuss the possible purchase of real property located south and west of Canadian Trails Park between the Canadian Trails Addition and the South Canadian River more particularly as described above.

The City Council adjourned into Executive Session at 9:49 p.m. Mr. Steve Lewis, City Manager; Mr. Jeff Bryant, City Attorney; and Ms. Kathryn Walker, Assistant City Attorney, were in attendance at the Executive Session.

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

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

The Mayor declared the motion carried and Executive Session adjourned out of; and the Council meeting was reconvened at 10:47 p.m.

The Mayor said the possible purchase of real property located south and west of Canadian Trails Park between the Canadian Trails Addition and the South Canadian River was discussed in Executive Session. No action was taken and no votes were cast.

*****

ADJOURNMENT

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

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 10:48 p.m.

ATTEST:

City Clerk

Mayor

City of Norman, OK

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

Master

File Number: O-1112-36

File ID:	O-1112-36	**Type:**	Ordinance	**Status:**	Pending Additional Info
Version:	1	**Reference:**	Item No. 5	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	04/17/2012
File Name:	Rose Rock School Rezoning			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1112-36 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 25 OF TOWNSHIP 9 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 R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 WEST MAIN STREET)

Notes: ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1112-36 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 5

Attachments: Text File Rose Rock., O-1112-36 Rose Rock, Rose Rock Pud Narrative February 2013, Rose Rock School Rezone Location Map, Rose Rock School PUD Staff Report, Rose Rock Protest Map, Protest Letters Rose Rock School, Rose Rock PUD Narrative May 2012, Rose Rock Site Plan Submitted to PC May 2012, 5-10-12 PC Minutes - Rose Rock School

Project Manager: Jane Hudson, Principal Planner

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	05/10/2012					

1	Planning Commission	05/10/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	Fail
	Action Text:	Recommended for Rejection			

Text of Legislative File O-1112-36

Body

SYNOPSIS: The house located at 1515 West Main Street was purchased so that a new Waldorf based educational system school could be established on-site, Rose Rock School. The current zoning for the site is R-1, Single-Family Dwelling District. The R-1, Single-Family Dwelling District will allow the site to be used as a school as long as a Special Use request for a school is in place; however, the applicant wants to live on site and an on-premise caretaker is not permitted under R-1, Special Use for a school. The only way the applicant can live on-site and have the school in place is to request rezoning from R-1, Single-Family Dwelling District to PUD, Planned Unit Development for use as a school with the allowance for an on-premise residential unit.

When this application was first submitted, the application showed plans for approximately 265 students, eighteen staff members and several new educational buildings on-site. Due to concerns from the neighbors regarding the change in use of the site and out of respect to those concerns, the applicants have restructured their plans for the school and reduced the student count to 59 students, five faculty members and no new buildings, as stated in their revised PUD narrative. The original application, however, is what was heard by the Planning Commission.

ANALYSIS: The particulars of this Planned Unit Development request include:

USE The character of the site for this school will be a park-like green space. In keeping with Rose Rock/Lifeways/Waldorf curricula, the landscaping of the property shall be enhanced with new tree plantings, gardens, paths, and fields for recreation.

OPEN SPACE The parcel is approximately 3.72 acres. The proposed open space is approximately 80.1% for gardens and student recreation areas. The percent of covered area on the site is 19.6.

BUFFERS The building setbacks along the side and rear of the property are 20 feet and 30 feet, respectively. These setbacks are clear of buildings or parking areas and will remain open. The southeast property line abutting the residential area along the drive has a 5 foot landscape buffer to shield the homes from traffic noise and lights of vehicles accessing the drive.

PARKING On-site parking will be provided. Parking areas shall be constructed of approved materials. As proposed site parking will exceed the minimum required by City ordinance, there will be space for stacking of vehicles along the drive, allowing for drop-off and pick-up of children. The proposed site plan depicts twenty-five parking spaces. There is an arrangement with a local church, St. Stephen's United Methodist Church, to allow the use of their parking lot for overflow parking during special events.

ALTERNATIVES/ISSUES:

IMPACTS There are 20 and 30 foot setbacks required by the PUD narrative along the side and rear of the property to reduce or eliminate any impact on adjacent properties. These property lines abut a single family subdivision which has been in place for many years. The recently adopted Commercial Lighting Standards will require full cut-off fixtures for this development should any new exterior lighting be installed.

TRAFFIC All traffic will access the site from Main Street. The existing drive will be widened, repaved and improved for accessibility. The TIA (Traffic Impact Analysis) found that a traffic signal is warranted at the off-set intersection of Main and Wylie Road, the proposed new drive for the school site. Depending on traffic levels along Main Street and Wyle Road the signal could be warranted in 2016.

STAFF RECOMMENDATION: This PUD has established the following requirements that should minimize adverse impacts on the nearby single-family residences: (1) The applicants have removed the proposal to

expand the site with new buildings for classrooms. (2) They have removed the proposal of a gated entry. (3) They have made arrangements with a nearby church to allow for overflow parking during special events. (4) They have also reduced the number of students, originally proposed, from 265 down to 59 as well as reducing the staff from 18 to five. (5) The site will have areas for the children to play; around those areas will be perimeter fencing to contain the children in those areas. (6) The school has designated staggered drop-off and pick-up times to eliminate traffic congestion on or around the site. When the installation of the signal takes place the signal will help minimize any traffic impacts/issues. (7) The applicants have proposed parking on-site; the parking count proposed exceeds the zoning requirement standards for a private school.

Staff recommended approval of the originally submitted PUD request for this site, a school use in a residentially zoned area is an acceptable use. At the May 10, 2012 Planning Commission meeting there was a large turnout of the adjacent property owners expressing opposition to the proposal for the school. The Planning Commission, at their May 10, 2012 meeting, by a vote of 8-0, recommended denial of the previously submitted PUD and requested zoning change. In response to the comments from neighbors the applicants have since amended their original proposal, as noted above. The revised PUD is not the same proposal previously submitted to Planning Commission; however, because the applicants have had many meetings with the neighborhood and have been informed of the changes to the site, it did not seem useful to have the application heard again by the Planning Commission.

Staff recommends approval of Ordinance No. O-1112-36 for a Planned Unit Development to be used as a school.

O-1112-36

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 9 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 R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 WEST LINDSEY STREET)

§ 1. WHEREAS, Rose Rock School Foundation, the owner of the hereinafter described property, has made application to have said property placed in the PUD, Planned Unit Development District, and to have the same removed from the R-1, Single Family Dwelling District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should not be granted and an ordinance not 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 R-1, Single Family Dwelling District, to wit:

Part of the Southeast Quarter (SE/4) of Section 22, T9N, R3W of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING 970 feet East of the SW/C of said SE/4;
Thence North 485 feet; Thence East 370 feet; Thence South 485 feet; Thence West 370 feet to the POINT OF BEGINNING;
LESS AND EXCEPT: That portion deeded to the State of Oklahoma and recorded in Book 252, Page 245. A strip, piece or parcel of land lying in part of the SE/4 of Section 25, T9N, R3W of the Indian Meridian, Norman, Cleveland County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning a point on the South line of said SE/4 a distance of 970 feet East of the SW/C of said SE/4;

THENCE East along said South line a distance of 370 feet to a point 1294.3 feet West of the SE/C of said SE/4;
THENCE North a distance of 47 feet;
THENCE North 89°58' West a distance of 370 feet;
THENCE South a distance of 47 feet to a POINT OF BEGINNING.

Said tract contains 3.72 acres, more or less.

§ 5. Further pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the PUD Narrative as revised and resubmitted February 25, 2013, and the Site Development Plan contained therein and supporting documentation submitted by the applicant and made a part hereof.

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

ADOPTED this _____day of

_____, 2013.

_____
Mayor

NOT ADOPTED this _____day of

_____, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

P.U.D. NARRATIVE

Prepared for Rose Rock School Foundation
February 2013

Jack Eure Architect | 1017 Kings Rd., Norman, OK 73072 | TEL 405-808-5120 | E Mail jack@jackeure.com | www.jackeure.com

P.U.D. NARRATIVE

INTRODUCTION

Rose Rock School Foundation purchased the four-acre property, with an existing historic home, at 1515 W. Main Street in Central Norman. In its present location at 502 N. Park Ave, Rose Rock School serves a small group of children and parents, and is a local partner in the Norman community in parenting, education and child development.

The Rose Rock School curriculum emphasizes ecological stewardship, community involvement, and personal integrity. The Rose Rock School's mission is as follows:

> *The Rose Rock School offers an education, which respects the developmental stages and unique qualities of each child. Our curriculum fosters acute cognitive skills, keen emotional awareness, and meaningful worldly activity. Our long-term goal is to help lead children toward conscious adulthood, in which they respect diversity, interact harmoniously with all people, nurture and protect the natural world, and give joyfully to the communities in which they live.*

Rose Rock School seeks the rezoning of the property at 1515 W. Main St. from R-1 to a Planned Unit Development (P.U.D.), in order to relocate their school and provide housing for a representative of the school and his/her family. One single lot is proposed without subdivision or future plans thereof.

PLANNED USES

Throughout the year, a representative of Rose Rock School will live in residence at 1515 W. Main St. and be a contact for the surrounding neighbors. Rose Rock School will be operating M-F, 8am - 5pm.

SCHEDULE

The school will complete design, permitting, renovations and site improvements as required to begin operations at 1515 W. Main St. in August 2013.

STUDENT & FACULTY COUNT

Rose Rock School will serve a maximum of 5 faculty members and 59 students, ranging from the grades of early-childhood to 5th grade.

BUILDING HEIGHT

The existing home shall remain at its current height of three stories, and there are no plans to build any other habitable structures.

TOTAL ACREAGE & COVERAGE

The land area totals about 3.72 acres, or 162,043 square feet.

LEGAL DESCRIPTION

25-9-3w 4.12 Ac Prt Se/4 Beg 970 E Sw/C Se/4 N485 E370 S485 W370 Pob And Exc Beg 970 E Sw/C E370 N47 Wly 370

SITE CHARACTER

The character of the site as a park-like green space shall be preserved. The landscaping of the property shall be enhanced with new tree plantings, gardens, and fields for recreation. Landscape areas shall combine turf grass at recreation fields with areas cultivated with vegetable and flower gardens as well as drought-tolerant and native plants. Green spaces shall be reserved in the southern half of the property, as well as the far northern side.

SITE LIGHTING

Existing light fixtures, on the south & north sides of the main house, as well as those on the current garage building shall remain. Any new lights installed shall be full cutoff fixtures and in compliance with the Commercial Lighting Ordinance. Rose Rock School is committed to zero light pollution onto adjacent neighbors.

SITE DRAINAGE

Storm water shall be detained in a detention area on site before being conveyed back to the natural drainage channel. The detention will have an outlet structure to regulate the flow of water per the City of Norman standards. This will be a "dry" detention area, meaning that no water will remain standing permanently. Refer to the Grading Plan and Site Drainage Analysis.

SITE TRAFFIC

The Traffic Impact Analysis, requested by the City of Norman, independently found that a traffic signal is warranted at the intersection of the Main Street and Wylie Road, and the new Rose Rock Drive in 2016. The traffic study indicates that the traffic signal is warranted regardless of the development of the school.

PARKING

Parking areas shall be constructed of approved materials. Site parking shall exceed the minimum required by City of Norman Zoning Code, in addition to the stacking space for drop-off and pick-up. In the case of special events, on-site parking shall be utilized in the designated areas of the driveway, in conjunction with a nearby off-site parking located at St. Stephen's Methodist Church at 1801 W. Brooks St. Norman, OK 73069.

WASTE MANAGEMENT

Trash and recycling collection shall comply with all City of Norman commercial pick-up standards.

EXISTING HOME

The existing iconic home shall be preserved with minimal modifications where required for building code compliance.

LIFE SAFETY

The existing home shall receive a new sprinkler/alarm system and related water supply and fire department connection improvements as required. Doorways shall be widened and accessibility ramps installed, where required, to provide a continuous path of egress. There shall be neither gated entry nor overhanging eaves to restrict the access of emergency vehicles.

GENERAL NOTES

1. Rezoning
   Proposed rezoning from R-1 to PUD. One single lot is proposed without subdivision or future plans thereof.
2. Setbacks
   Proposed setbacks are as follows:
   Front: 25'
   Sides: 20'
   Rear: 30'
3. Remodel Plan:
   The existing home and garage shall be remodeled and updated; the home will be remodeled at the beginning and the garage will be remodeled later, dictated by growth of the student body up to the maximum below. Only the first two floors of the existing home shall be occupied by classroom space. These floors shall be made handicap-accessible by new exterior ramps. The top floor shall serve as residential space and storage for one staff person and his/her family.
4. Maximum Student Population
   Maximum 59 students, allowable with 35 square feet indoor space per student, per Oklahoma OHS.
5. Vehicular Stacking Length:
   Total stacking length for cars is 380 linear feet, or 20 cars 19 feet long.
6. Intersection
   Intersection of Wylie Rd. and Main St. shall receive new traffic markings and accessible sidewalk improvements for pedestrian safety. A new, wider curb cut shall replace the existing one, and provide three vehicular lanes for enhanced traffic flow.
7. Staggered Drop-off / Pick-up Schedule

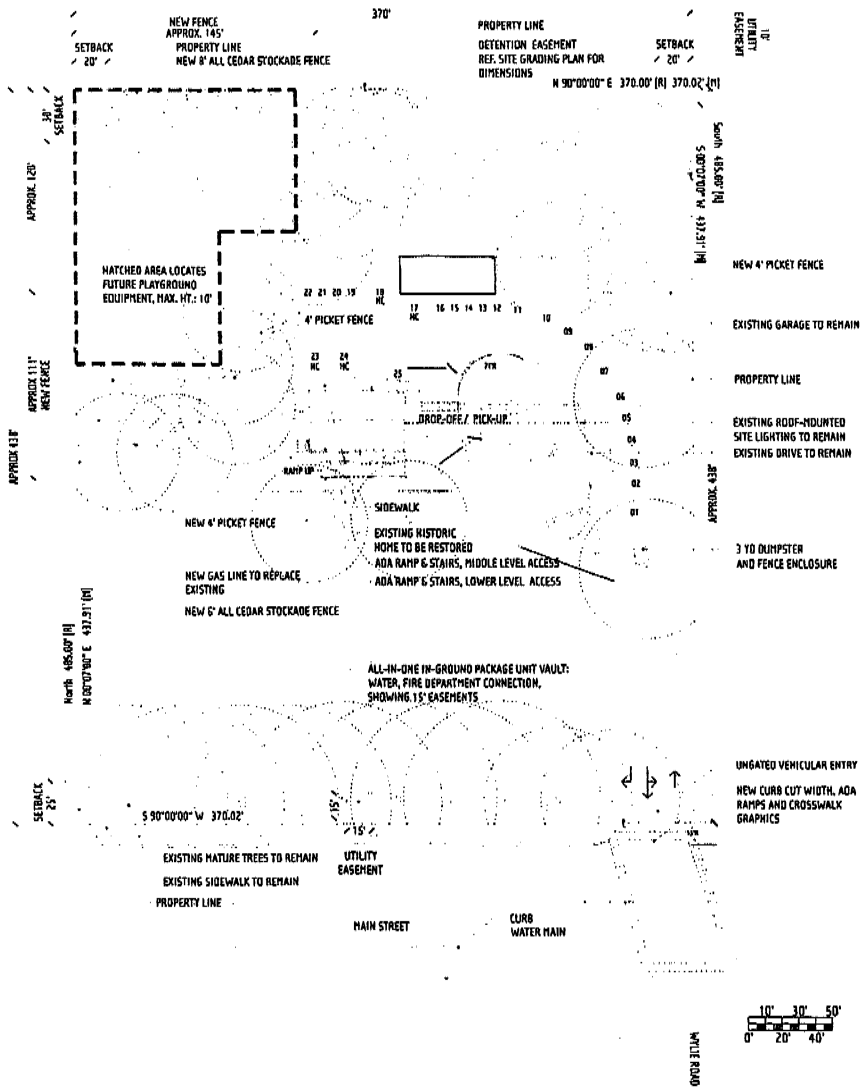
Drop-off:	Pick-up:
1/4 at 8:00 a.m. (15 students)	1/3 at 1pm (20 students)
1/4 at 8:15 a.m. (15 students)	1/3 at 3pm (20 students)
1/4 at 8:30 a.m. (15 students)	1/3 at 5pm (19 students)
1/4 at 8:45 a.m. (14 students)	

8. Parking:
   Total parking spaces shall number 25. Space dimensions shall comply with City of Norman standards.
9. Perimeter Fence:
   All perimeter and child containment fencing shall comply with City of Norman and OHS standards.
10. Paving Surface:
    New paving surfaces shall comply with City of Norman standards.
11. Fire Protection Plan
    The existing house shall receive fire suppression sprinklers in accordance with City of Norman standards. A new all-in-one / in-ground package unit shall be installed. Existing fireplugs shall be sufficient per City of Norman. There are no gates to restrict emergency vehicle access.
12. Landscaping
    Landscaping shall comply with City of Norman requirements.
13. Stormwater Drainage & Stormwater Easement/s
    New paved areas shall not be curbed but rather sloped to return stormwater to ground. Refer Grading Plan and Drainage Analysis.
14. Trash and Recyling Collection
    Trash collection vehicles shall continue to access the existing drive as they do currently. Refer site plan for dumpster capacity & location.

LEGAL DESCRIPTION

25-9-3w 4.12 Ac Prt Se/4 Beg 970 E Sw/C Se/4
N485 E370 S485 W370 Pob And Exc Beg 970 E Sw/C
E370 N47 Wly 370

TOTAL IMPERVIOUS COVERAGE: 31,719 SF
TOTAL SITE AREA: 3.72 ACRES
% COVERED: 19.6
GREENSPACE: 80.4% OR 129,810 SF
OR 2200 SF PER STUDENT



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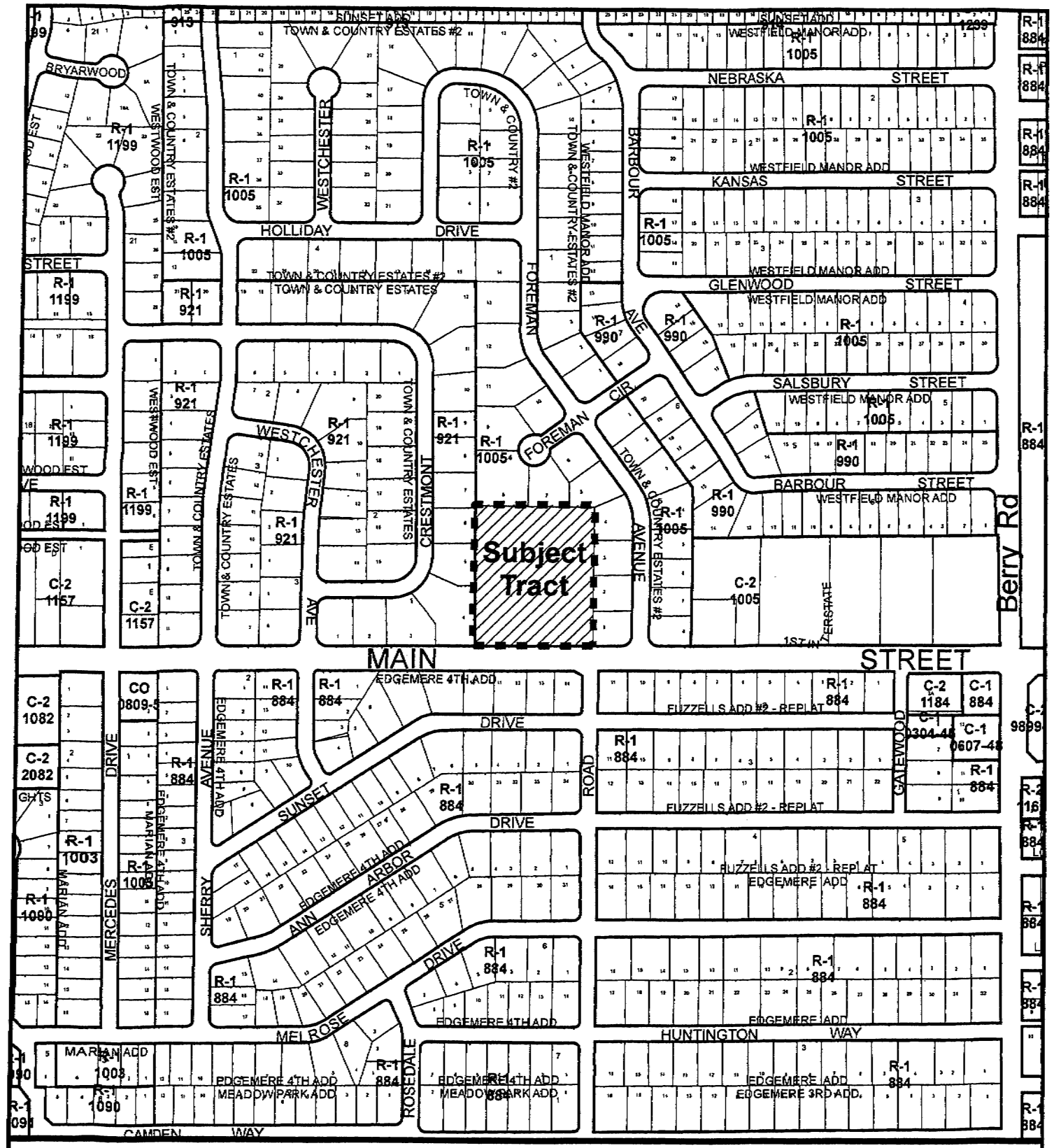
ROSE ROCK SCHOOL

ROSE ROCK SCHOOL



Location Map

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

N W E S

April 17, 2012

0 200 400 Ft.

Subject Tract

Zoning

ORDINANCE NO. O-1112-36 | ITEM NO. 8a

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Shanah Ahmadi
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	R-1, Single Family Dwelling District
SURROUNDING ZONING	North: R-1 East: R-1 South: R-1 West: R-1
LOCATION	1515 West Main Street, generally located on the north side of Main Street at the corner of Main Street and Wylie Road
SIZE	3.72 acres, more or less
PURPOSE	Private School
EXISTING LAND USE	Residential
SURROUNDING LAND USE	North: Residential East: Residential South: Residential West: Residential

SYNOPSIS: The applicant has requested rezoning from R-1, Single Family Dwelling District to PUD, Planned Unit Development, to allow the owner to live on site temporarily while establishing a private school. The private school is Rose Rock School, a Waldorf Based educational system.

ANALYSIS: The particulars of this Planned Unit Development request include:

USE The character of the site for this school will be a park-like green space. In keeping with Rose Rock/Lifeways/Waldorf curricula, the landscaping of the property shall be enhanced with new tree plantings, gardens, paths, and fields for recreation.

OPEN SPACE The parcel is approximately 3.72 acres. The total area set aside for open space/green space is approximately 2.6 acres. The proposed open space is approximately 70% for gardens and student recreation areas.

BUFFERS The building setbacks along the side and rear of the property are 20 feet and 30 feet, respectively. These setbacks are clear of buildings or parking areas and will remain open. The southeast property line abutting the residential area along the drive has a 5 foot landscape buffer to shield the homes from traffic noise and lights of vehicles accessing the drive.

PARKING On-site parking will be provided. At full build out there will be 18 on staff. The proposed site plan depicts 20 parking spaces with additional spaces for drop-off and pick-up in the circle drive.

PHASES

I. Move existing students, approximately 14, and staff to historic home at 1515 W. Main St. fall of 2012: Complete remodel for code-compliance of accessibility, utilize third floor as housing for staff
II. Spring 2013: Add sprinkler system prior to expanding early childhood student numbers from 15 to maximum 35. Third floor of existing home will continue to be used as staff housing. Staff count to increase to approximately 5. Modify third floor of existing home to become temporary home for first grade. At this time there will be no staff living on-site. Add elevator, create fire-rated stair, enclose roof terrace. Student count will increase to a maximum 30 additional students. Additional staff of 2 and maximum student count to be at 65.
III. Spring 2014: Expansion of grades 1-4, signalize intersection of Main St., Wylie Rd., and Rose Rock Drive and redo existing drive as shown on A002. First grade will move from existing house to new wing, kindergarten curriculum now occupies third floor of existing house. Student count is now 30 per grade or 90 additional students; maximum student count is now 155. Additional staff of 7 will be added.
IV. Spring 2016: Expansion of wing for grades 5-8. Additional student count is maximum 30 per grade, or 120 for grades 5-8. The total student count is maximum 265. Additional staff of 6 will be added brining total staff to 18.

ALTERNATIVES/ISSUES:

IMPACTS The PUD narrative stated there will be self-imposed 20 and 30 foot setbacks required along the side and rear of the property. These property lines abut a single family subdivision which has been in existence for many years. The site plan depicts a proposed two-story building along the west side and single story along the north end of the property. The second floor of the west facility is to be used as a gymnasium so there will be no students sitting in class looking out the windows. The recently adopted Commercial Lighting Standards will require full cut-off fixtures for this development, reducing the possibility of lighting impacting the neighbors.

TRAFFIC All traffic will access the site from Main Street. The existing drive will be widened, repaved and improved for accessibility. The TIA (Traffic Impact Analysis) found that a traffic signal is warranted at the off-set intersection of Main, Wylie Road and the proposed new drive for the school site. The City recommended installation of the traffic signal during the 3rd phase of construction, which is slated for 2014. Based on 2014 projected background

traffic and site traffic for phase 3, the school would attribute approximately 0.73% of the overall traffic through the intersection. Rose Rock School supports this finding for signalization to provide for safe vehicular and pedestrian travel in this area.

SECURITY ENTRANCE GATE A security gate at the entrance is proposed. The gate shall be placed such that the largest emergency vehicle can pull completely off Main Street. The gates shall swing in the direction of travel or retract. The gate shall be provided with a manual release in the event of power failure. The gate shall be equipped with a siren operating sensor that retracts the gate upon approach of emergency vehicles.

STAFF RECOMMENDATION: This PUD has established safeguards that should minimize any adverse impacts on nearby single-family residences. The installation of signalization will help minimize traffic impacts/issues. The parking count meets the zoning requirement standards for a private school. The applicant acknowledges that at times they will be required to make accommodations for additional parking for visitors on-site. Staff discussed this issue with the applicant and they stated the open area at the south end of the lot, north of the south fenced property line, will accommodate the additional cars on an as needed basis. By way of this PUD parking on a temporary basis for special events will be permitted in this grassed area. Staff also discussed with the applicant that they need to make sure no cars will park along Main Street or along the ROW outside the south fenced area. Staff recommends approval of this request for a Planned Unit Development.

P.U.D. NARRATIVE

Prepared for Shanah Ahmadi & Rose Rock School Foundation
Date: 2 May 2012

Jack Eure Architect | 1017 Kings Rd., Norman, OK 73072 | TEL 405-808-5120 | E Mail jack@jackeure.com | www.jackeure.com

INTRODUCTION

In 2011, Rose Rock School Foundation acquired a four acre property with an existing historic home at 1515 W. Main Street in Central Norman, Oklahoma. Rose Rock School seeks the rezoning of this property from R-1 to a Planned Unit Development (P.U.D.) in order to relocate their school to the property and for future expansion of the school. One single lot is proposed without subdivision or future plans thereof.

TOTAL ACREAGE & COVERAGE
The land area totals about 3.72 acres, or 162,043 square feet. The total area of proposed improvements (including paving)= 51,800 square feet, or 32% coverage. 68% of the property will be reserved as greenspace.

LEGAL DESCRIPTION
25-9-3w 4.12 Ac Prt Se/4 Beg 970 E Sw/C Se/4 N485 E370 S485 W370 Pob And Exc Beg 970 E Sw/C E370 N47 Wly 370

PHASED DEVELOPMENT SCHEDULE

I. Move existing students and staff to historic home at 1515 W. Main St.
   a. Fall 2012: Complete remodel for code-compliance of accessibility; utilize third floor as housing for staff, 14 students
   b. Spring 2013: Add sprinkler system prior to expanding early childhood student numbers from 15 to maximum 35. Third floor existing home used as staff housing. Staff count: 5.
II. Spring 2013 Modify existing third floor of existing home to become temporary home of first grade. Add elevator, create fire-rated stair, enclose roof terrace. Student count: maximum 30 additional. Additional staff: 2. Total students maximum 65.
III. Spring 2014 Grades 1-4 Expansion, Signalize intersection of Main St., Wylie Rd., and Rose Rock Drive and redo existing drive as shown on A002. First grade moves from existing house to new wing, kindergarten curriculum space occupies third floor of existing house. Student count: maximum 30 per grade, or 90 additional. Additional staff: 7. Total students maximum 155.
IV. Spring 2016: Grades 5-8 Wing Expansion. Student count: maximum 30 per grade, or 120 for grades 5-8. Total students maximum 265. Additional staff: 6. Total staff 18.

PLANNED USES
Except for two staff members that will live on site temporarily during Phase I (in the third floor of the existing home), described above, the site will be devoted exclusively to usage as a school.

SITE PLAN
At full buildout, the school will have a total area in the range of 30-35,000 square feet, including the existing home plus new construction. Buildings shall be grouped to the north and west of the existing home.

BUILDING HEIGHT
The existing home shall remain at a height of three stories. An elevator and enclosed fire stair shall be added adjacent to the home at the same height of three stories. The portion of the proposed program in the area of grades 5-8 shall have a basketball gymnasium above it, and so shall be two stories in height. The remainder of the proposed program shall be single story.

SITE CHARACTER
The character of the site as a park-like greenspace shall be preserved. In keeping with Rose Rock / Lifeways / Waldorf curricula, the landscaping of the property shall be enhanced with new tree plantings, gardens, paths, and fields for recreation. Landscape areas shall combine turf grass at recreation fields with areas cultivated with vegetable and flower gardens as well as drought-tolerant and native plants. Greenspaces shall be reserved in the southern half of the property, as well as the northwest and northeast corners. Setbacks shall be increased over existing zoning requirements, as shown on the Site Plan.

Perimeter fencing of minimum 6' height that is esthetically pleasing together with a landscape buffer shall be provided along the side and rear property lines where such fencing and landscape is lacking.

SITE DRAINAGE
The proposed improvements will drain stormwater without negative impacts on neighbors. Stormwater shall be detained in a detention structure at the northwest corner of the property before being conveyed through a stormwater output structure to the City stormwater sewer. Refer Grading Plan and Site Drainage Analysis.

SITE TRAFFIC
The existing drive shall be widened, repaved and improved for accessibility. The Traffic Impact Analysis commissioned by Rose Rock School found that a traffic signal is warranted at the intersection of the new Rose Rock Drive, Main Street and Wylie Road. Rose Rock School supports this finding and supports a traffic signal to provide for safe vehicular and pedestrian passage at the intersection. Roof at proposed dropoff area shall not impede turnaround of emergency vehicles and shall be designed to provide minimum 13'-6" clear vertically, in accordance with Fire Department requirements.

The vehicular security gate shall be placed and designed such that the largest emergency response vehicle can pull totally off Main Street. Gates shall swing either in direction of travel or retract perpindicular to the road. The gate

shall be provided with a manual release to account for conditions of power failure. The gate shall be equipped with a siren-operating-sensor that retracts gate automatically upon approach of a vehicle with its emergency siren sounding. Both halves of gate shall retract simultaneously to provide required minimum clearance.

Paved areas shall be constructed of approved materials. Site parking shall be in the range of the minimum required plus several spaces for dropoff and pickup. Required parking spaces number 18. Paved areas shall feature sloped borders to channel water back to landscaped areas with broader, more gradual dispsersion. Event parking shall be sporadic and occasional, and shall occur onsite in the southern portion of the site.

Trash pickup shall meet City of Norman requirements.

EXISTING HOME

The existing historic home shall be preserved and expanded to enclose the roof deck. The existing architectural style of the home, which could be considered an understated early modernist design, shall be preserved. An elevator and fire stair shall be added to render all three levels of the existing home accessible.

NEW CONSTRUCTION

The school shall be designed and constructed in accordance with principles of green, climate-responsive design. The architectural character of the areas of new construction shall be modern, and shall complement the existing modernist home. Please refer to Site Plan.

LIFE SAFETY

The existing home shall receive a new sprinkler system, fire stair and elevator. It's doorways shall be widened where required to improve the path of egress. The new construction areas shall have fire-sprinklers. Fire plugs shall be added during the phased development as required by the Fire Department. The fire suppression system shall include measures at the north and west of the property for fire hose connection where vehicles are not able to drive.

FUTURE PLANS FOR SELLING, LEASING OR SUBDIVIDING

There are no future plans to sell, lease or subdivide the P.U.D. either all or any portion thereof.

PHASED DEVELOPMENT SCHEDULE

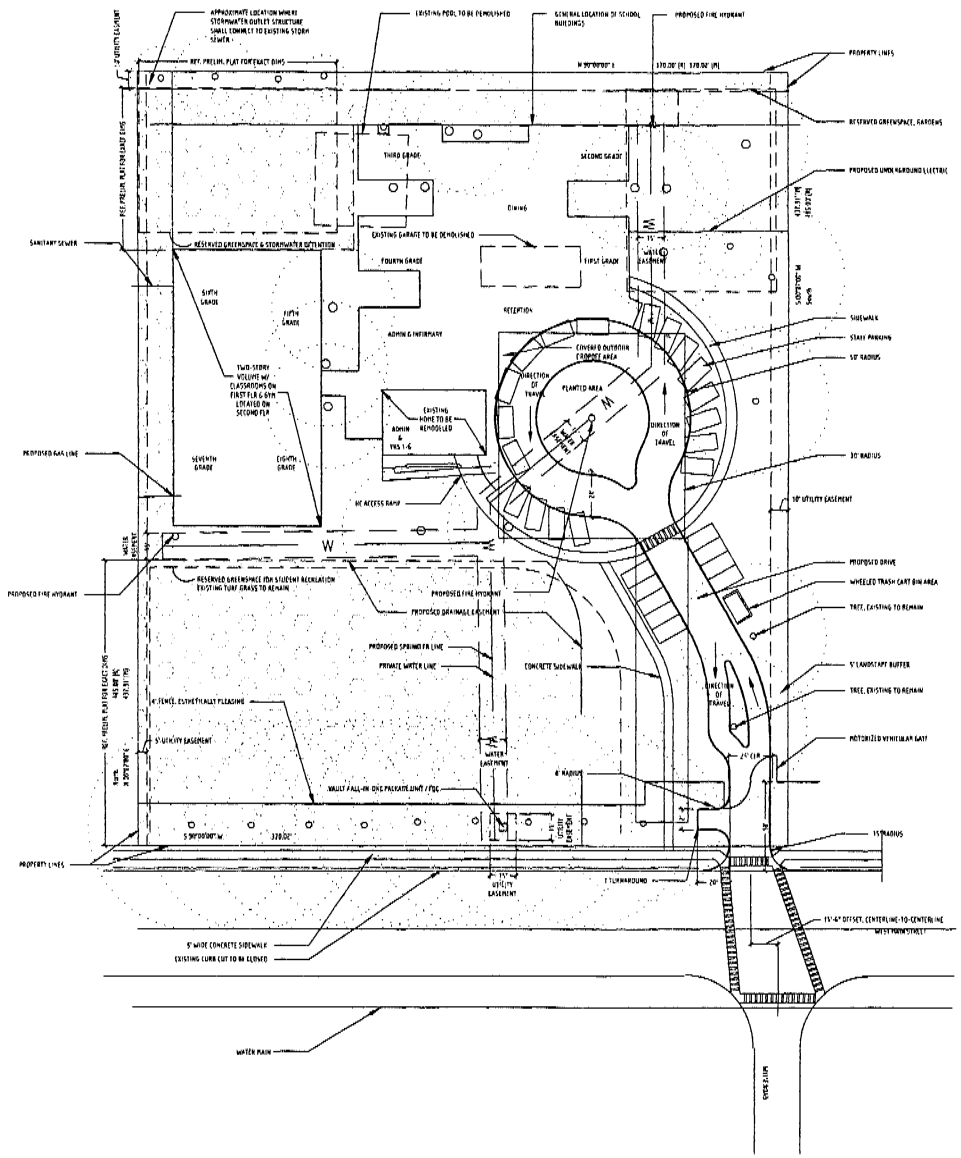
I. Move existing students and staff to historic home at 1515 W. Main St
a. Fall 2012: Complete outdoor fire code compliance of accessibility, 18 students
b. Spring 2013: Add sprinkler system prior to expanding early childhood student numbers from 15 to maximum 35. Third floor existing home used as staff housing, Staff count: 5.
II. Spring 2013 Modify existing third floor of existing home to become temporary home of first grade. Add elevator, create fire-rated stair, enclose roof terrace. Student count: maximum 30 additional. Additional staff: 2. Total students maximum 65.
III. Spring 2014 Grades 1-4 Expansion. Signalize intersection of Main St., Mylne Rd., and Rock Drive and redo existing drive as shown on ARDZ. First grade moves from existing house to new wing. Kindergarten curriculum space occupies third floor of existing house. Student count: maximum 30 per grade, or 30 additional. Additional staff: 7. Total students maximum 155.
IV. Spring 2016: Grades 5-8 Wing Expansion. Student count: maximum 30 per grade, or 120 for grades 5-8. Total students maximum 265. Additional staff: 6. Total staff 18.

LEGAL DESCRIPTION

25-9-3w 4.12 Ac Pt Sw/4 Avg 570 E Sw-E Swft 1485 E370 S485 W370 Pob And Exc Beg 970 E Swft (372 Wft Wly 370)

NOTE: SITE PLAN PLACES BUILDINGS TO PRESERVE 60% WING OF EXISTING HISTORIC HOME AND TO PRESERVE CHARACTER OF SITE AS OPEN GREEN SPACE.

NOTE: REQUIRED SETBACKS OF EXISTING ZONING HAVE BEEN RESPECTED AND DOUBLED WITH THIS LAYOUT.



GENERAL NOTES:

PROPOSED REZONING FROM R-1 TO P.U.D., ROSE ROCK ADDITION

ONE SINGLE LOT IS PROPOSED WITHOUT SUBDIVISION OR FUTURE PLANS INTENDED.

PROPOSED SETBACKS: SIDES 20', REAR 30', FRONT 0'

21 PARKING SPOTS FOR STAFF (18) & VISITORS (3)

A DROP OFF PARKING SPOTS

SITE COVERAGE: APPROX. 30%. BUILDINGS FOOTPRINT APPROX. 31,000 SF.

MIN. PARKING SPACE DIMENSIONS: 9' X 19'

ROOF AT COVERED DROPOFF AREA SHALL NOT IMPEDE TURN AROUND OF EMERGENCY VEHICLES.

VEHICULAR SECURITY GATE SHALL BE PLACED SUCH THAT LARGEST EMERGENCY VEHICLE CAN PULL TOTALLY OFF MAIN ST. GATES SHALL SWING IN DIRECTION OF TRAVEL OR RETRACT. GATE SHALL BE PROVIDED WITH A MANUAL RELEASE IN THE EVENT OF POWER FAILURE. GATE SHALL BE EQUIPPED WITH A SIREN OPERATING SENSOR THAT RETRACTS GATE UPON APPROACH OF EMERGENCY VEHICLES. BOTH HALVES OF GATE SHALL OPEN SIMULTANEOUSLY SO AS TO PROVIDE REQUIRED MINIMUM CLEARANCE.

ROOF AT COVERED OUTDOOR AREA SHALL PROVIDE MINIMUM 13'-6" CLEAR VERTICALLY SO AS NOT TO OBSTRUCT EMERGENCY VEHICULAR CLEARANCE.

PAVED AREAS SHALL BE CONSTRUCTED OF APPROVED MATERIALS.

PERIMETER FENCING OF MINIMUM 6' HIGH (6' THAT IS ESTHETICALLY PLEASING SHALL BE PROVIDED ALONG THE SIDE AND REAR PROPERTY LINES WHERE SUCH FENCING IS LACKING OR IN POOR CONDITION.

LANDSCAPE AREAS SHALL CONTAIN TURF (RECREATION FIELDS) WITH AREAS CULTIVATED WITH VEGETABLE AND FLOWER GARDENS AS WELL AS DROUGHT-TOLERANT AND NATIVE PLANTS.

FIRE PROTECTION: THE CITY OF NORMAN FIRE CHIEF DETERMINED THAT THE EXISTING FIRE HYDRANTS IN THE AREA ARE SUFFICIENT. THE EXISTING HOUSE AND THE AREAS OF NEW CONSTRUCTION SHALL RECEIVE A CODE-COMPLIANT SPRINKLER SYSTEM.

EXISTING WATER WELL SHALL BE RENDERED INOPERATIVE.

FOR REVISED R.O.W. OF 50', REF. PRELIMINARY PLAT.

LEGEND

PROPOSED DRAINAGE EASEMENT

NOTE: DIMENSIONS MUST BE FIELD-VERIFIED

JACK ELMS ARCHITECT
1017 KINGS RD
NORMAN OK 73072
405-808-5320
www.jackelms.com

ROSE ROCK SCHOOL

NO	DATE	DESCRIPTION	BY
1	5/10/12	PRE-PLANNING COMMENTS	JK

SEAL: PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

SCALE: 1/32" = 1'-0" AT 36" X 24"; 1/64" = 1'-0" AT 17" X 11"

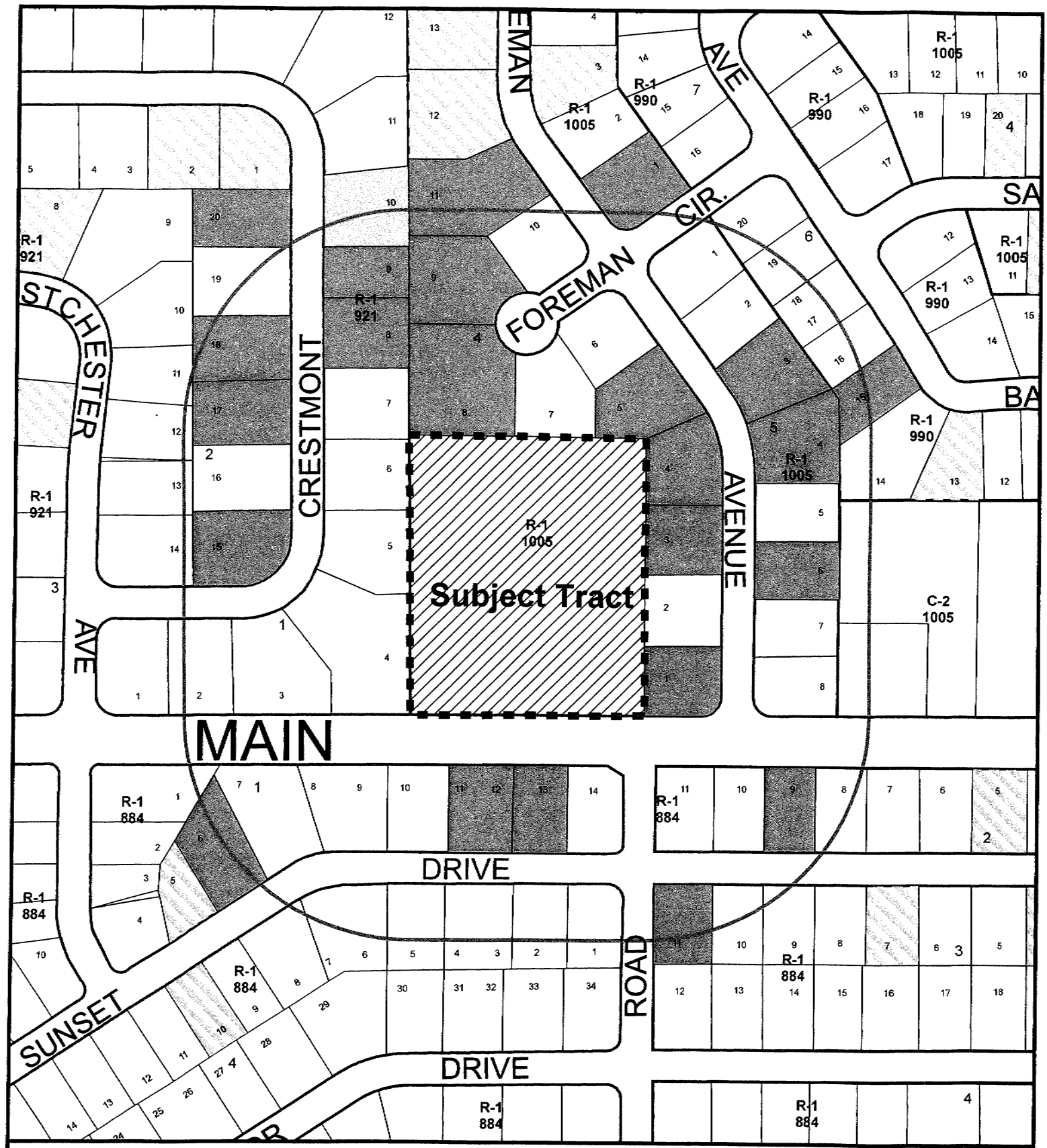
DATE: 24 APRIL 2012

PROJECT NO: 12_001

PROJECT	DRAWN BY	CHECKED BY	DATE
ROSE ROCK SCHOOL	ELENI	JACK ELMS ARCHITECT	24 APRIL 2012

DESCRIPTION: SITE PLAN

SHEET NO: A0.04



Protest & Support Map

38.9% Protest Within Notification Area

0.9% Support Within Notification Area

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

N
W E
S

Scale: 1" = 200'

May 9, 2012

Subject Tract

Protest

Support

Notification Area

Protest Outside Notification Area

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 DM

An open letter to the Norman Planning Commission and the residents of the neighborhood around my family's house:

The purpose of this letter is to make a **formal statement of support** to a request for rezoning at the following address:

1515 West Main Street
Norman, OK 73069

My family has owned the house at 225 Crestmont Avenue since before I was born. My dad lived there as a teenager attending Norman High, and I remember making frequent visits to the house I knew as "Grandma Posey's house" when I was growing up. As a young adult attending the University of Oklahoma, thanks to my grandmother's kindness and generosity, I had the opportunity to live in her home several times during my college years. So for about three years of my life I have called Crestmont Street and the surrounding neighborhood my home. I have enjoyed many peaceful evenings walking, biking, and jogging through those neighborhood streets, which always feel safe and relatively quiet.

For these reasons, when I read a copy of the formal protest against the rezoning of the above mentioned property, I understood the fear expressed in their protest, fear that the rezoning could have an adverse effect on the neighborhood. Anyone who has cherished a home in an aptly described "beautiful, tranquil neighborhood" has good reason to regard proposed changes to that neighborhood as suspect. However, I also knew upon reading the protest that the fears expressed therein were largely unfounded. Many of the fears listed in the formal protest – that the owners of Rose Rock school would fail to be good stewards of their property, for example, or that they are being dishonest about their plans – reflect a fear that the school community and its owners would be bad neighbors. But I know Shanah Ahmadi and the teachers at her school, I know many of the children who attend the school and their parents, and they are good people. In my experience, good people don't make bad neighbors.

I still remember the first time I met Shanah in 2007. She told me about the school she planned to start, which at that time was still just a plan and a dream of hers. Since that time I have seen her vision become reality. I had the pleasure of spending two days visiting Rose Rock school last spring, and I was overwhelmingly impressed by the environment she has created in her home to care for children. I have met few people as passionate and dedicated to loving and educating children as she is. When I have children someday, I will want them to attend Rose Rock school.

I encourage anyone who has doubts about Rose Rock school to get to know Shanah, to meet her assistants Sarah and Frances, who were my roommates in college and are both friends of mine, and to talk to the parents who trust her enough to put their young children in her care. I am certain that they will all echo my excitement for the

important work being done at Rose Rock school. After all, the education of children is arguably the most important work we do as a community, and is the most important investment we make in our future.

One has to question whether hearts have not hardened to be able to call the sounds of children playing "noise pollution." I believe that this assertion, more than any other, makes clear the shortsightedness and lack of perspective in the reactionary protest against the school. There are many very real threats to the peacefulness and security of neighborhoods, but it is my belief that the development of a small school is not such a threat. To attempt to categorize it as such reveals an unfortunate disconnect in values. A neighborhood that has no place for children has no future.

To address the residents of the concerned neighborhood directly, I think you'll find that accepting this school into your community, with its teachers, its children, and their parents, will enrich your lives and the lives of all who are involved in this Norman community for generations to come.

Sincerely,

Sarah Warmker

This Facility needs to be on the outskirts of Town where there is no disturbing of neighbors, traffic, noise. If the City should allow this project to go forward, then the citizens have no Power, it would seem. We are not dum to this situation. We know change is inevitble but this one goes too far. This effects many more than 350 Feet from the Site, it effects any & every one who uses main street, east or west, & we sure don't need another Traffic light on Main west of Berry Rd. So, I am in protest as is my Wife of this Plan.

Thank you

Jim & Deanna Miller
1712 Holliday Dr.
73069
Norman, OK
Ph 405 360 5880

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/7/12

Dear Planning Commission;

As a neighbor for many years in this area I ask that no rezoning be allowed on the property at 1515 West Main here in Norman.

Thank you for consideration of this matter.

Sincerely,
Marcheta J. Rodkey
406 N Berry Ave
Norman Oklahoma
73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/7/12

Colette Judge - Foreman Avenue owner.
Ivon & Country Estates

April 21, 2012

ATTN: City Clerk
City of Norman / Planning Comission

Received your letter regarding rezoning request of the property located at 1815 W. Main.
I as a homeowner am opposed to the request to change from single family dwelling to PUD as it would effect all of the homeowners in this area. Most of us are long time owners and this change would not be in our best interest.

Sincerely
Colette Judge

FILED IN THE OFFICE
OF THE CITY CLERK
ON 4-24-12

Debbie C. Raison
140 Crestmont
Norman, OK 73069
(405) 329-2231
dkcr@cox.net

May 6, 2012

Dear City of Norman Planning Commission:

The purpose of this letter is to make a formal protest to the request for rezoning at the following address:
1515 West Main Street
Norman, OK 73069

The October 2011 letter from the City of Norman and the meeting with the Department of Planning & Community Development we were told the property would remain R-1 with 'special use.' Staff would live in the house as the school grows. In the Phased Development schedule b. Spring 2013, the third floor is used for staff housing. Keeping the 'special use' rather than changing to Planned Unit Development allows for the school to gradually grow. If it succeeds, the school and the City of Norman will have a better idea about traffic flow, financing, noise, etc. If the school does not succeed, the property remains residential (R-1).

I protest the rezoning to Planned Unit Development.
The reasons are:
Creation of storm water detention – this alters the current flow of water and can flood neighbor's property. It can also be a wet place for mosquitos to breed.

Traffic – There will be increased traffic from cars lined up on Main Street to the side streets Foreman, Crestmont, Westchester, Barbour, and Wylie Road when students are dropped off and picked-up. It will be necessary to have sidewalks, crosswalks, speed bumps, and stop signs as the school enrollment grows. The traffic increase will disrupt a beautiful quiet neighborhood and make it unsafe for pedestrians who walk with their children and dogs.

Thank you for your time and consideration.

Sincerely,

Debbie C. Raison

Debbie C. Raison

This agenda was posted in prominent public view at the Municipal Building, 201 West Gray, in Norman, Oklahoma, on:

DATE: 5-7-12
TIME: 10:42 am
SIGNATURE M. Le Flore
City Clerk's Office

May 7, 2012

Planning and community development Department

City of Norman

Re: Rezoning PROTEST

To whom it may concern:

Please accept this letter to be my PROTEST against the rezoning of 1515 W. Main st. Norman, Oklahoma. My wife and I have lived at 126 Crestmont Avenue since July 1995, and have greatly enjoyed the neighborhood. The neighborhood is one that most any person would enjoy if they wished to live in a quiet, beautiful, tree lined central Norman location.

My protests are several but deals mainly with traffic congestion on West Main street. The school, with a mentioned number of 270 students, will without question greatly have an adverse affect on Main street traffic. I have personally observed traffic backed up from Berry Road to Mercedes when Norman High School let out . According to their own plans there are far too few parking places for nighttime and weekend school activities thereby causing street parking in the adjoining neighborhoods which will be greatly resented by, and troublesome to the residents. That does not include the people waiting to pick up their children at the end of the school day.

I cannot see where this rezoning request, should it be granted, be an improvement to Norman City and most certainly not the neighborhood affected. I believe most of my neighbors and homeowners in this area feel the same. Another issue I would mention is why would the city allow a private business enterprise that is neither wanted nor needed into a well groomed and strategically located neighborhood ? Where or what is the improvement the City of Norman likes to talk about in their Planning and Community Development activities?

Thank you,

Thomas G. Kennedy

Thomas G. Kennedy

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12

To Whom It May Concern:

This letter is to inform you of our opposition to the requested rezoning of 1515 West Main Street for the Rose Rock School to a PUD.

Jenny Jenkinson
1318 Salsbury
Norman, OK 73069

Steve Jenkinson
1318 Salsbury
Norman, OK 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 SM

5/6/12

I am against the re-zoning to a PUD for the Rose Bud School - at 1515 West Main Street.

Mary Jane Holman
1422 Crestmont
Norman

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 DK

5-6-12

I am <u>against</u> the re-zoning to a PUD for the Rose Rock School at 1515 West Main Street.

Cristi Miles-Bullard
Cristi Miles-Bullard

302 Foreman Ave.
Norman, OK 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 MC

DOROTHY C. COKER

1306 Sunset Dr.
Norman, OK 73069
405.329.3432

May 7, 2012

HAND-DELIVERED

City Clerk
City of Norman
201 West Gray, Bldg. A
Norman, OK 73069

Re: Rezoning Request for 1515 West Main St.
by Rose Rock School

Dear Sir or Madam:

Last Friday, May 4, 2012, I was notified that there is a request for rezoning from Single Family Dwelling to Planned Unit Development on the above-referenced property. Please enter this letter as a protest to that rezoning request. Norman has plenty of other properties needing development that would fit the needs of a school and are already zoned for that use. Encroachment into a longstanding, valuable residential neighborhood is unnecessary and should be denied.

Thank you for your assistance.

Respectfully,

Dorothy Coker

cc: Robert Holbrook
C:\Users\dcoker\2012 5 7 Ltr to City of Norman re rezoning protest.doc

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/7/12

NOTICE OF PROTEST OF REZONING

Dear Norman Planning Commission:

My husband and I are making a **formal protest** to a request for rezoning at the following address:

1515 West Main Street
Norman, OK 73069

Town and Country Estates is an established neighborhood, and the quiet majesty of our area is unmatched in Norman. This is the reason we purchased our home just over 5 years ago. We loved the older homes and large trees, and foresaw that our friends with young children would follow our lead and come to this area that offers quiet, tree lined streets and a great school system – and this is beginning to happen. We spent a fortune remodeling this existing home, taking care to retain the mature trees and enhance the beauty of our property. We loved the idea of backing up to a historic residential property. We did not anticipate the possibility that the city would rezone that property, turning our quiet residential area into a high traffic center. We feel this is poor city planning (at best), and a blatant insult to our property value and effort to preserve our unique home (at worst).

With our neighbors, we are concerned about:

- Increases in traffic on Foreman Avenue and within our cul-de-sac, which will be dangerous to the young children residing here. It will also make exiting or entering our neighborhood at specified school times nearly impossible which is important for those of us picking up or dropping off students at other Norman area schools. At a minimum, we propose the city needs to add speed bumps, sidewalks, and No Parking signs on any and all affected side streets.
- A negative impact on property values in the area should the school upkeep not include proper trash disposal and attention to pests such as mosquitoes, rats, and mice
- Potential for a "domino effect" should the school need to purchase additional residential property neighboring the existing site for parking or traffic reasons

In addition, concerns unique to our property include:

- We have a swimming pool bordered by a privacy fence. We are concerned that students may be able to climb the fence and enter our property unsupervised, posing a danger to themselves and a legal and social liability to us. This is of special concern once the school includes older children (through grade 8). This concern could possibly be alleviated by adding an 8' brick (or

other such material) wall along the perimeter of the school's property.

- Light and noise pollution from the school could be of detriment to our property, especially should the school grow to enrollment of 275 as proposed. We have asked the architect to specify where security lights would be placed; at the current time (5.5.2012) that had not been considered or included in the school's site plan.
- The school's site plan includes "groundwater detention" on the Northwest corner of the property. City storm drains currently exist on the property, producing an odor noticeable from our property. The architect has explained this is to be expanded into a 3' deep drainage ditch. Our area of Norman is already "soggy" and we foresee serious mosquito issues arising. We are also concerned that the proposed buildings will create more runoff/sanitation issues that will need to be addressed.
- The school's site plan includes a two story building, and we are concerned this tall structure will negatively impact the privacy of our property
- The school's site plan includes "staff housing." We are concerned this could become a multi-family housing situation if the parameters of such "staff housing" are not more clearly defined.

Thank you for your attention to this matter. We truly believe that this proposed change in zoning and the sheer size of Rose Rock School's enrollment will deflate our property values and as a consequence, reduce the amount of property tax revenue to the city!

Sincerely,

Libbi Holbrook

Robert & Libbi Holbrook
216 Foreman Circle
Norman, OK 73069
405-310-2767

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 DM

NOTICE OF PROTEST FOR REZONING

Dear Norman Planning Commission:

The purpose of this letter is to make a **formal protest** to a request for rezoning at the following address:

1515 West Main Street

Norman, OK 7306

Our reasons are as follows:

- **ANOTHER TRAFFIC NIGHTMARE IN NORMAN.** Main Street is already a nightmare during peak hours in Norman. This would increase that nightmare if Rose Rock manages to fulfill their future plans of 275 students. It would also affect the side streets nearest to the school: Sherry, Foreman Ave., Wylie, Crestmont, Westchester, etc. Apparently, Rose Rock has proposed a street light at Wylie and Main to help control the people coming in and out of their school. We believe this will only add to the traffic problem on Main Street, as well as, the side streets. It would become harder to enter Main Street from Foreman Ave. or Sherry. This neighborhood is already affected by Norman High School and Cleveland Elementary.
- **BEAUTIFUL, SERENE, HISTORIC NEIGHBORHOOD.** The changes proposed will disrupt this quiet, established neighborhood. Adverse effects include: **Traffic, Noise & Light Pollution**
- **PROPERTY VALUES.** We believe this will decrease the value of our homes. Our property values will be affected negatively which will impact the city's tax revenue from our area.
- **CHILDREN'S SAFETY.** The children are already at risk in this neighborhood walking to school because there are no sidewalks. They must walk in the streets. Added traffic will add to that safety risk.
- **ROSE ROCK SCHOOL HAS NOT BEEN COMPLETELY HONEST** with their intentions. They advertised a "preschool" for 35 students but in their filing with the city have included grades 1-8 with a maximum enrollment of 275 students. This makes of suspicious of future plans for the property.
- **ROSE ROCK'S FINANCIAL FUTURE.**

Respectfully submitted,
1519 Holliday Drive, Norman

Donna Giles

GLEN & DONNA GILES
1519 HOLLIDAY DR
NORMAN, OK 73069
7 MAY 2012

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 ML

RECEIVED
Development Services
MAY 07 2012
Time 17:20 By

NOTICE OF PROTEST FOR REZONING

Dear Norman Planning Commission:

The purpose of this letter is to make a **formal protest** to a request for rezoning at the following address:

1515 West Main Street
Norman, OK 73069

Our reasons are as follows:

- **TRAFFIC, TRAFFIC, TRAFFIC.** Although Rose Rock has proposed within their PUD application to add a traffic light at the intersection of Main and Wylie, increases in traffic will also be seen on the side streets of Sherry, Foreman Ave, Wylie, Crestmont, Westchester, and Barbour Streets (and probably others, too). We propose that additional sidewalks, speed bumps, stop signs, etc. would also be necessary should the school enrollment grow.
- **BEAUTIFUL, TRANQUIL NEIGHBORHOOD.** The increase in traffic will disrupt this quiet, established neighborhood. Noise pollution (cars and children) and Light pollution from the school would adversely affect perimeter neighbors. The neighbors near Cleveland Elementary School and Crossroads Youth and Family Services have already experienced this. There are no security lights included in the current site plan.
- **IF THE SCHOOL IS UNABLE TO FINANCE UPKEEP** our property values will be affected negatively which will impact the city's tax revenue from our area. Also, we fear mosquitoes and other pests such as rats and mice may become a real and horrible issue.
- **ROSE ROCK SCHOOL HAS NOT BEEN COMPLETELY HONEST** with the information they have disseminated through the newspaper and in their interactions with the neighbors. They have advertised a "preschool" for 35 students but in their filing with the city they have included grades 1-8 and a maximum enrollment of 275 (155 grades 1-4, 120 grades 5-8). This makes us suspicious of their true future plans for the property.
- **POTENTIAL FOR "DOMINO EFFECT".** We believe that once Rose Rock is in operation and if it grows as their plans state, they will badly need additional parking and traffic areas that are not allowed by their current site plan. Will the city allow border residences to be purchased by the school, razed, and used for parking? This would horribly impact the aesthetics of our area and be a detriment to property values.

Signed by: Wanda Helms
1225 Salsbury St.
Norman

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 MC

NOTICE OF PROTEST TO THE PROPOSED REZONING OF 1515 W. MAIN STREET

Dear Norman Planning Commission:

The purpose of this letter is to formally register our PROTEST to the proposed rezoning of the following address:

1515 W. Main Street
Norman, Oklahoma 73069

The main reason for this protest is: **Traffic Problems**

- Rose Rock School indicates that they need to grow to approximately 275 students in the next few years in order to pay back the loan they obtained to purchase this property.
- There is no way for them to accommodate this many parents dropping off children in the morning and picking them up in the afternoon, without creating major traffic problems on Main Street.
- In addition, this will put major traffic flow onto adjacent streets, including Wiley Road, Foreman Avenue, Berry Road, Sherry Avenue, Westchester Avenue, Holliday Drive, Mercedes Drive, etc.
- Foreman Avenue will be especially impacted because it enters Main Street only 150 feet to the east of the proposed school driveway and traffic light.
    - If a traffic light is put at the school driveway and 200-250 cars come by to drop off and pick up their children, the backed up traffic at these times will make it absolutely impossible for residents on Foreman Avenue to enter Main Street – in either direction: east or west!

Signed: L Dee Fink

L. Dee Fink

Name (printed): Name:

Address: 234 Foreman Ave, Norman, OK 73069

Date: 7 May 2012

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 DMC

PROTEST FOR ZONING

NOTICE OF OPPOSITION TO THE PROPOSED REZONING OF 1515 W. MAIN STREET

Dear Norman Planning Commission:

The purpose of this letter is to formally register our opposition to the proposed rezoning of the following address:

1515 W. Main Street
Norman, Oklahoma 73069

The main reason for this opposition is: **Traffic Problems**

- Rose Rock School indicates that they need to grow to approximately 275 students in the next few years in order to pay back the loan they obtained to purchase this property.
- There is no way for them to accommodate this many parents dropping off children in the morning and picking them up in the afternoon, without creating major traffic problems on Main Street.
- In addition, this will put major traffic flow onto adjacent streets, especially on Foreman Avenue which enters Main Street only 150 feet to the east of the proposed school driveway and traffic light.
    - If a traffic light is put at the proposed site and 200-250 cars come by to drop off and pick up their children, the backed up traffic at these times will make it absolutely impossible for residents on Foreman Avenue to enter Main Street – in either direction: east or west!

Robert R. Sullivan

Name: ROBERT R. SULLIVAN
238 FOREMAN AVE.
NORMAN, OK 73069

Date: 5-7-12

Patricia Ann Sullivan

Name: PATRICIA SULLIVAN

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 TK

NOTICE OF PROTEST TO THE PROPOSED REZONING OF 1515 W. MAIN STREET

Dear Norman Planning Commission:

The purpose of this letter is to formally register our PROTEST to the proposed rezoning of the following address:

1515 W. Main Street
Norman, Oklahoma 73069

The main reason for this protest is: **Traffic Problems**

- Rose Rock School indicates that they need to grow to approximately 275 students in the next few years in order to pay back the loan they obtained to purchase this property.
- There is no way for them to accommodate this many parents dropping off children in the morning and picking them up in the afternoon, without creating major traffic problems on Main Street.
- In addition, this will put major traffic flow onto adjacent streets, including Wiley Road, Foreman Avenue, Berry Road, Sherry Avenue, Westchester Avenue, Holliday Drive, Mercedes Drive, etc.
- Foreman Avenue will be especially impacted because it enters Main Street only 150 feet to the east of the proposed school driveway and traffic light.
    - If a traffic light is put at the school driveway and 200-250 cars come by to drop off and pick up their children, the backed up traffic at these times will make it absolutely impossible for residents on Foreman Avenue to enter Main Street – in either direction: east or west!

Signed:

Jean C Holland — Jean C Holland

Name (printed): Name:

Address: 327 Foreman Ave

Date: 5-7-2012

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 m

NOTICE OF PROTEST TO THE PROPOSED REZONING OF 1515 W. MAIN STREET

Dear Norman Planning Commission:

The purpose of this letter is to formally register our PROTEST to the proposed rezoning of the following address:

1515 W. Main Street
Norman, Oklahoma 73069

The main reason for this protest is: **Traffic Problems**

- Rose Rock School indicates that they need to grow to approximately 275 students in the next few years in order to pay back the loan they obtained to purchase this property.
- There is no way for them to accommodate this many parents dropping off children in the morning and picking them up in the afternoon, without creating major traffic problems on Main Street.
- In addition, this will put major traffic flow onto adjacent streets, including Wiley Road, Foreman Avenue, Berry Road, Sherry Avenue, Westchester Avenue, Holliday Drive, Mercedes Drive, etc.
- Foreman Avenue will be especially impacted because it enters Main Street only 150 feet to the east of the proposed school driveway and traffic light.
    - If a traffic light is put at the school driveway and 200-250 cars come by to drop off and pick up their children, the backed up traffic at these times will make it absolutely impossible for residents on Foreman Avenue to enter Main Street – in either direction: east or west!

Signed:

Arletta Knight Fink — Arletta Knight Fink

Name (printed): — Name:

Address: 234 Foreman Ave. Norman, OK 73069

Date: May 7, 2012

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 TM

NOTICE OF PROTEST TO THE PROPOSED REZONING OF 1515 W. MAIN STREET

Dear Norman Planning Commission:

The purpose of this letter is to formally register our PROTEST to the proposed rezoning of the following address:

1515 W. Main Street
Norman, Oklahoma 73069

The main reason for this protest is: **Traffic Problems**

- Rose Rock School indicates that they need to grow to approximately 275 students in the next few years in order to pay back the loan they obtained to purchase this property.
- There is no way for them to accommodate this many parents dropping off children in the morning and picking them up in the afternoon, without creating major traffic problems on Main Street.
- In addition, this will put major traffic flow onto adjacent streets, including Wiley Road, Foreman Avenue, Berry Road, Sherry Avenue, Westchester Avenue, Holliday Drive, Mercedes Drive, etc.
- Foreman Avenue will be especially impacted because it enters Main Street only 150 feet to the east of the proposed school driveway and traffic light.
    - If a traffic light is put at the school driveway and 200-250 cars come by to drop off and pick up their children, the backed up traffic at these times will make it absolutely impossible for residents on Foreman Avenue to enter Main Street – in either direction: east or west!

Signed:

ROBERT J. KOPECKY

Name (printed):

Name:

Address: 517 FOREMAN, NORMAN

Date: 5/7/12

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 DMC

NOTICE OF PROTEST TO THE PROPOSED REZONING OF 1515 W. MAIN STREET

Dear Norman Planning Commission:

The purpose of this letter is to formally register our PROTEST to the proposed rezoning of the following address:

1515 W. Main Street
Norman, Oklahoma 73069

The main reason for this protest is: **Traffic Problems**

- Rose Rock School indicates that they need to grow to approximately 275 students in the next few years in order to pay back the loan they obtained to purchase this property.
- There is no way for them to accommodate this many parents dropping off children in the morning and picking them up in the afternoon, without creating major traffic problems on Main Street.
- In addition, this will put major traffic flow onto adjacent streets, including Wiley Road, Foreman Avenue, Berry Road, Sherry Avenue, Westchester Avenue, Holliday Drive, Mercedes Drive, etc.
- Foreman Avenue will be especially impacted because it enters Main Street only 150 feet to the east of the proposed school driveway and traffic light.
    - If a traffic light is put at the school driveway and 200-250 cars come by to drop off and pick up their children, the backed up traffic at these times will make it absolutely impossible for residents on Foreman Avenue to enter Main Street – in either direction: east or west!

Signed:

Ruth Medford

Name (printed):

RUTH MEDFORD

Name:

Address: 1514 Sunset Dr.

Date: 5-7-12

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 TM

NOTICE OF PROTEST TO THE PROPOSED REZONING OF 1515 W. MAIN STREET

Dear Norman Planning Commission:

The purpose of this letter is to formally register our PROTEST to the proposed rezoning of the following address:

1515 W. Main Street
Norman, Oklahoma 73069

The main reason for this protest is: **Traffic Problems**

- Rose Rock School indicates that they need to grow to approximately 275 students in the next few years in order to pay back the loan they obtained to purchase this property.
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- In addition, this will put major traffic flow onto adjacent streets, including Wiley Road, Foreman Avenue, Berry Road, Sherry Avenue, Westchester Avenue, Holliday Drive, Mercedes Drive, etc.
- Foreman Avenue will be especially impacted because it enters Main Street only 150 feet to the east of the proposed school driveway and traffic light.
    - If a traffic light is put at the school driveway and 200-250 cars come by to drop off and pick up their children, the backed up traffic at these times will make it absolutely impossible for residents on Foreman Avenue to enter Main Street – in either direction: east or west!

Signed:

Phyllis V. Gage — Phyllis Gage

Name (printed): — Name:

Address: 437 Foreman Ave

Date: 5-7-12

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 MC

NOTICE OF PROTEST TO THE PROPOSED REZONING OF 1515 W. MAIN STREET

Dear Norman Planning Commission:

The purpose of this letter is to formally register our PROTEST to the proposed rezoning of the following address:

1515 W. Main Street
Norman, Oklahoma 73069

The main reason for this protest is: **Traffic Problems**

- Rose Rock School indicates that they need to grow to approximately 275 students in the next few years in order to pay back the loan they obtained to purchase this property.
- There is no way for them to accommodate this many parents dropping off children in the morning and picking them up in the afternoon, without creating major traffic problems on Main Street.
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    - If a traffic light is put at the school driveway and 200-250 cars come by to drop off and pick up their children, the backed up traffic at these times will make it absolutely impossible for residents on Foreman Avenue to enter Main Street – in either direction: east or west!

Signed:

Becky Shaw — Becky Shaw

Name (printed): — Name:

Address: 1328 Barbour St.

Date: 5-7-12

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 DM

NOTICE OF PROTEST FOR REZONING

Dear Norman Planning Commission:

The purpose of this letter is to make a **formal protest** to a request for rezoning at the following address:

1515 West Main Street
Norman, OK 73069

Our reasons are as follows:

- **TRAFFIC, TRAFFIC, TRAFFIC.** Although Rose Rock has proposed within their PUD application to add a traffic light at the intersection of Main and Wylie, increases in traffic will also be seen on the side streets of Sherry, Foreman Ave, Wylie, Crestmont, Westchester, and Barbour Streets (and probably others, too). We propose that additional sidewalks, speed bumps, stop signs, etc. would also be necessary should the school enrollment grow.
- **BEAUTIFUL, TRANQUIL NEIGHBORHOOD.** The increase in traffic will disrupt this quiet, established neighborhood. Noise pollution (cars and children) and Light pollution from the school would adversely affect perimeter neighbors. The neighbors near Cleveland Elementary School and Crossroads Youth and Family Services have already experienced this. There are no security lights included in the current site plan.
- **IF THE SCHOOL IS UNABLE TO FINANCE UPKEEP** our property values will be affected negatively which will impact the city's tax revenue from our area. Also, we fear mosquitoes and other pests such as rats and mice may become a real and horrible issue.
- **ROSE ROCK SCHOOL HAS NOT BEEN COMPLETELY HONEST** with the information they have disseminated through the newspaper and in their interactions with the neighbors. They have advertised a "preschool" for 35 students but in their filing with the city they have included grades 1-8 and a maximum enrollment of 275 (155 grades 1-4, 120 grades 5-8). This makes us suspicious of their true future plans for the property.
- **POTENTIAL FOR "DOMINO EFFECT".** We believe that once Rose Rock is in operation and if it grows as their plans state, they will badly need additional parking and traffic areas that are not allowed by their current site plan. Will the city allow border residences to be purchased by the school, razed, and used for parking? This would horribly impact the aesthetics of our area and be a detriment to property values.

Signed by: (please see attached)

PROTEST PETITION

Signed	Printed Name	Address
William A Russell	WILLIAM A RUSSELL	1317 SUNSET DR.
[illegible]	Stephanie Foreman	221 N. Westchester Ave
[illegible] Prette	Sandy Hasty Prette	4220 Sherry Ave
Bob C. Gowens	Bob C. Gowens	1520 Holliday
Rick Holland	RICK HOLCLAND	327 FOREMAN AV.
Glen B. Giles	GLEN B. GILES	1519 HOLLIDAY DRIVE
Steve Foreman	STEVE FOREMAN	221 N Westchester
Jimmy Lambert	Jimmy Lambert	321 Foreman Ave
Barbara Kennedy	BARBARA Kennedy	126 Crestmont AVE.
Dale & Judy Swanson	Dale & Judy Swanson	224 Crestmont Ave
James & La McKenzie	James C. McKenzie	1624 Holliday Dr.
Eric Zembe	Eric & Stacy Zembe	209 Crestmont Ave
Margaret Farmer	Margaret Farmer	337 Westchester Cir
Margaret Farmer	Margaret FARMER	"
Lance Lobban	Lance Lobban	233 Foreman Ave.
Barbara D Young	Barbara D. Young	1315 Salsbury St
[illegible]	Matthew Leal	1308 Glenwood
Jerry Timmons	Jerry Timmons	203 Foreman Ave
William T. Raison	William T Raison	140 Crestmont Ave
Lynn Diel	LYNN DIEL	1303 Salsbury Street
Dixie Seney	Dixie Seney	140 N Westchester Ave
LaDean Campbell	LaDean Campbell	245 Foreman Ave.
Anne M Harp	Anne Harp	313 Foreman Ave.
Arletta Fink	Arletta Fink	234 Foreman Ave
Jim & Deanna Miller	1712 Holliday	Dr. JIM MILLER
James McHughes	216 N Sherry	JAMES McHUGHES
Harolyn Rose	HAROLYN ROSE	1307 Barbour
[illegible]	GORDON E. ROSE	1325 Salsbury
Michelle Arnold	Michelle Arnold	128 Foreman Ave
Mason Arnold	Mason Arnold	128 Foreman Ave
Nathan Arnold	Nathan Arnold	128 Foreman Ave
Lynna Thompson	Lynna Thompson	120 Foreman Ave.
Anita Jones	ANITA JONES	133 FOREMAN AVE
Wanda Helms	Wanda Helms	1225 Salsbury St.
Jean A. Cochrane	Jean A. Cochrane	230 Crestmont Ave.
[illegible]	Rick Roby	219 Crestmont Ave.
[illegible]	Rebecca Roby	219 Crestmont AVE
Bryan Gerchman	Bryan Gerchman	219 Crestmont Ave
Susan Warmker Parker	Susan Warmker Parker	225 Crestmont Ave.
Margaret Barbour	Margaret Barbour	208 Crestmont
[illegible]	ROBERT ORR	204 FOREMAN AVE.
Alice McGrew	Alice McGrew	513 Foreman Ave.
Carolyn Pruett	Carolyn Pruett	110 N. Westchester Ave
Naomi Robinson	NAOMI ROBINSON	112 N Sherry Ave

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Signed	Printed Name	Address
Debbie Raison	Debbie Raison	140 Crestmont
Philip Pelton	Philip Pelton	1309 Sunset dr.
Bridget J. Dillman	BRIDGET DILLMAN	1326 SUNSET DR.
Ethel E. Allen	Ethel E. Allen	1314 Sunset Dr.
Rhonda Grissett	Rhonda Grissett	1503 Sunset
Nicole Corrales	Nicole Corrales	1505 Sunset
Lee Strickland	Lee Strickland	1513 Sunset
Analee Ashley	ANALEE ASHLEY	1515 Sunset
Emma Marie Dragoo	MARIE ~~ASHLEY~~ Dragoo	2202 Bardwell Col
Kathryn Salyer	KATHRYN SALYER	220 FOREMAN CIRCLE
Libbi Holbrook	LIBBI HOLBROOK	216 FOREMAN CIR

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Signed	Printed Name	Address
DOLORES SUBIA BIGFOOT		
Dolores Subia Bigfoot	DOLORES SUBIA BIGFOOT	119 N. Foreman
[illegible]	Clifford A. Sipes	119 Foreman

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NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 10, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 10th day of May 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Jim Gasaway Cynthia Gordon Tom Knotts Curtis McCarty Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Diana Hartley

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst David Riesland, Traffic Engineer Terry Floyd, Development Coordinator

* * *

Item No. 8, being:
CONSIDERATION OF A REQUEST SUBMITTED BY SHANAH AHMADI FOR PROPERTY LOCATED AT 1515 WEST MAIN STREET.

8A. ORDINANCE NO. O-1112-36 – SHANAH AHMADI REQUESTS REZONING FROM R-1, SINGLE-FAMILY DWELLING DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT DISTRICT, FOR PROPERTY LOCATED AT 1515 W. MAIN STREET.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. PUD Narrative
4. Site Plan

8B. PP-1112-14 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHANAH AHMADI (PRIORITY LAND SURVEYING, L.L.C.) FOR ROSE ROCK ADDITION, LOCATED AT 1515 W. MAIN STREET.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Plan
6. Pre-Development Summary
7. Greenbelt Commission Meeting Summary
8. Greenbelt Enhancement Statement

PRESENTATION BY STAFF:
1. Ms. Hudson – The application is for Rose Rock School. They are proposing to go from R-1, Single Family Dwelling District, to a Planned Unit Development. Instead of using R-1 with a Special Use, they have gone to the Planned Unit Development request so that the staff can live on-site temporarily. The applicant is proposing a park-like setting for this development. The parcel is approximately 3.72 acres with about 2.6 acres set aside for open space. There are building setbacks established in the PUD with a 20' setback on the west property line and a 30' setback on the north property line. The proposed development is phased and completion is expected Spring of 2016. Although we have not seen a lighting schedule, the applicants will be required to adhere to the adopted Commercial Lighting Standards, which will require full cutoff fixtures. All traffic will access from Main Street. The existing drive will be widened, repaved, and improved for accessibility. A traffic signal is warranted and recommended to be installed with the third phase of development, which is approximately 2014. The applicant has also proposed a security gate at the entrance just off of Main Street, and the gate will be required to adhere to the City standards to allow for emergency vehicles to access the site. The parking count does meet the zoning requirement standards. The applicant acknowledges at times they'll need to accommodate additional parking for visitors when they have an event going on on-site. They have proposed that the open area on the south end of the property can be used for the temporary parking needs. Staff also discussed with the applicant's representative the need to make sure that no cars park along Main Street or in the right-of-way outside on the south end. This is the subject tract showing the existing zoning in the area. The light area is residential, R-1, and the red is C-2. The lighter pink is C-1.

I have some slides: south side of Main Street looking onto the site; on-site looking toward the house to the east; west property line looking southeast with Main Street in the corner; north property line looking south; east property line looking northwest with the house; east property line showing the trees; looking north; east property line looking south out toward Main Street with Wiley in the distance; looking north with the start of the circle drive for dropping children off, looping around and coming out toward Main; on-site looking west with the house on the right; at

the front of the house looking toward Main Street; at the entrance looking across at Wiley; at Wiley looking across to the entrance.

We feel like the PUD has established some safeguards that should minimize any adverse impacts on the nearby single-family residences. Staff does recommend approval of this request for the Planned Unit Development. I have to note that there were protests received -- 38.9%. There's your protest map with the pink area the protests and a letter of support, from the parcel noted in green.

2. Mr. Gasaway – Are there any regulations for parking on the grass area when there's a larger crowd?

3. Ms. Hudson – I checked with Legal and, because that is in their PUD, they have noted that as their suggestion to take care of the additional parking. If it goes through and the PUD is approved by Council, then that will be okay for them to park there during those times.

4. Mr. McCarty – Could you address traffic study in the area – what the City staff has looked at and what they're recommending?

5. Ms. Hudson – The only thing I can address is the fact that in my staff report I noted that the signal was required and that they did say that they would like it to be in at the third phase. I believe staff is here to answer any questions that you might have on that as well.

6. Ms. Pailes – Just to clarify, the nine spaces along the driveway is the only temporary visitor parking?

7. Ms. Hudson – There are actually 18 spaces on the site plan – or 21, possibly. That's what they're required to have. Parking is one per employee with adequate drop-off space for the children.

8. Ms. Pailes – The only visitor parking is along the driveway. Is that correct?

9. Ms. Hudson – Yes.

PRESENTATION BY THE APPLICANT:

1. Jack Eure, 1017 Kings Road and current homeowner at 210 North Sherry – I'm the architect for Rose Rock School proposed rezoning at 1515 West Main Street. I thank the Planning Commission, members of staff, neighbors and various supporters of Rose Rock School. Our design team includes Rizwan Najmi, civil engineer; B.J. Hawkins and Wayne Russell, traffic engineers; and Craig Outland, surveyor. We present tonight on behalf of Rose Rock School Foundation, a non-profit group led by Shanah Ahmadi. Shanah is going to share some introductory remarks for those unfamiliar with Rose Rock.

2. Shanah Ahmadi – I am the president of the Rose Rock School Foundation and also the kindergarten teacher and the founder of the school. Rose Rock School became a non-profit this past January, and before that we have been present in Norman as a sole proprietorship under the name of the Purple House. We have a thriving program. Currently there are over 40 children on the waiting list, and that's why we've been looking for a place to expand. At our current property only 11 children can attend. The program itself is play-based and relationship-based, caring for children ages 2 through 6. Play-based meaning that there is a lot of research that indicates that children learn best through experiential learning between birth and 6 years old. So they help with gardening and some simple cooking and playing and building and just generally enjoying themselves. That is why this property is so important, because of the large outdoor space that's available for them to explore. It's relationship-based meaning that I have been a caregiver for the past five years here and one employee has been there for three years

and a new employee has been there for a year now. The children grow over time with their primary caregiver and also with their peers. There is very little change in the student body. Typically these children will begin coming when they're 2 and carry on through their 6 year old time when they leave to go off to first grade. We're hoping that in the near future they won't have to leave to go off to first grade, because in the site plan we've indicated the possibility of building a 1st through 8th grade curriculum. That curriculum is Waldorf-based, meaning that there's an emphasis on ecological stewardship, healthy social relationships, and the teacher takes the time to attend to each student's individual needs. It's a classical education, but it's individually customized to expound on the student's strengths and to meet them where they struggle and to help them through that struggle. Whenever we would expand to our 1st through 8th grade we would bring in a teacher and that teacher remains with the same class from 1st through 8th grade. That is how they're able to adequately customize the education to meet the child, and also to get to know the parents really well over that time. It's a tight-knit community of families. This is a picture of a festival that we recently had at the new property. It's a Maypole festival; it's very beautiful. We have about four to six festivals a year, and we're planning on inviting all of the neighbors in the area always to attend as we want the children to know that there's a life beyond the borders of the community and that they're open and accepting and loving.

3. Jack Eure – Rose Rock was drawn to the property at 1515 West Main Street out of a spirit of stewardship and preservation. Rose Rock's plans call for setting aside 68% of the property as dedicated green space. The site has numerous mature trees. This plan calls for the preservation of almost all of them. So, in listening to what follows, I ask that the audience consider that Rose Rock is an owner devoted to stewardship. Ours is a design team experienced in historic preservation. I don't have to tell you that most other owners would be mostly driven by profits and have less regard for preservation. So if you like the property as it is, and you would rather not see it become a strip center or apartment buildings, then please join us and support the proposed rezoning for Rose Rock School.

This image shows you the 3.27 acre site, the surrounding homes, the frontage along Main Street. I'd like to offer a few remarks about the site plan. The major elements include the buildings, the paving, and the green space. The existing home is here. Plans for the existing home are for careful preservation in keeping with the international style architecture. The home dates from the 1930s. Proposed grades 1 through 4 are planned for here. Grades 5 through 8, plus gymnasium, are proposed here. The paving overlays the existing and, as Jane said, widens and improves it. The way that this drive functions is important for tonight's discussion. It's two-way up to this point, aligned with the traffic signal proposed for Wiley Road to allow for safe passage of pedestrians across Main Street. When you get to this point, the round-about becomes one-way, but it remains two lane. The inner ring is for traffic that keeps moving. This is kind of like going to the airport. The outer ring is for cars that pause for drop-off and pick-up of kids. Beyond that, there is staff parking, and this is visitor parking as well as staff parking. On those occasions when Rose Rock plans for festivals or for other events – dramatic performances, that kind of thing that require abundance of parking, there are a couple of options planned. One is parking as we described in this field at the southern portion of the property. For events which require even more parking, we have an agreement with the owners of the parking facility at 24th and Main, which has Hastings Video. So that would be proposed shuttle service. In other words, Rose Rock is committed to respecting the tranquility of the existing neighborhood and through communication with parents and other attendees plans to prevent any unwanted intrusion of traffic into the surrounding neighborhood. Green space is our third main element. This project calls for setting aside 68% of the property as green space. You have this big activity field for playing sports. You have another field here and then another one here that kind of stretches along the eastern property line. The character of the site, in keeping with Waldorf tradition, is going to involve careful cultivation of landscape. We're anticipating turf grass for fields. We're talking about lots of gardens, native and drought-tolerant plants, flower gardens – these sorts of things.

Our development plan is divided into four phases. Phase 1 is to bring the current building up to code, beginning in Fall 2012. This will entail 35 students and 5 staff total. Phase 2 is to enclose the third floor roof deck, add an elevator and fire stair, add fire sprinklers, and this is the beginning of 2013 – brings the total to 65 students, total staff 7. Grades 1 through 4 beginning 2014, total 155 students and this is about 30 students per grade; total staff 14. At this stage we will also add the traffic signal and two out of three fire plugs. So there will be a fire plug here and another fire plug here. The final phase, Phase 4, adds grades 5 through 8 with a second story gymnasium. This is projected as 2016. Total 275 students; total staff 18. At this stage we will also add the third fire plug. Elevations. The existing home, again which dates from 1930 – concrete construction – is planned for careful preservation. The proposed addition – and this would be the view that you would see from Main Street, so this is the south elevation – respects the lines and the height of the existing building, while adding additional height as needed for the function of a basketball gymnasium on the second floor. Why is the gymnasium on the second floor? Well, we could have put it on the first floor, but that would have gone against our principle of preserving green space as much as humanly possible on the site. We could have added a great deal of additional parking as a similar sort of thing, but Rose Rock is committed to conserving green space on the site.

Riz Najmi, our civil engineer, will address this in more detail, but I wanted to point out this playing field in the northwest corner doubles as site drainage. I wanted to point out, because of the careful design of this facility, that there will be no additional storm water outflow from this site over the current conditions. I'd like to say a few words about dialogue. Our design team, Rose Rock's board of directors, the parents of Rose Rock, invite dialogue with our respected community members in an open and collaborative process. We will continue the process of dialogue tonight and we welcome it. I'd like to speak in particular to one concern that we've heard related to the change of plan from pursing R-1 to Special Use PUD. The City's Planning Department requires a Pre-Development Meeting during which City and neighbor comments and concerns are addressed. Rose Rock was initially encouraged by City staff to pursue a modified Special Use R-1 zoning. After the Pre-Development Meeting, City staff recommended pursuing a PUD zoning instead. Why? Because Rose Rock's plans include a temporary period during which two staff members will reside in the third floor of the existing home. That is not allowed under an R-1 Special Use Permit. A PUD was required in order to match Rose Rock's plans with the City's zoning system. A PUD, unlike an R-1, also requires a PUD Narrative and a long-range projection of growth. So the long-range growth projection for the school of 275 students was a part of the PUD Narrative, but the more short-term estimate of 50 students was given at Pre-Development in keeping with the requirements of that zoning category. Once Rose Rock began abiding by the requirements of the PUD, writing the narrative for a phased development schedule, they put a finer point on their long-range plans and brought them into focus. Rose Rock has been honest and forthcoming at every step of the process. Many of the concern we are hearing stem from what seems to be a lack of familiarity with the City's zoning regulations and processes. The City developed Pre-Development meetings, as Jane Hudson said, are intended to identify and address concerns early on in the process and allow applicants time to address those concerns.

At this time, I'd like to turn things over to our civil engineer.

4. Riz Najmi – I'm the civil engineer on this project. I reside in Oklahoma City and I'm a licensed civil engineer in the State of Oklahoma. To begin with, I would say that City of Norman and City of Edmond are a civil engineer's nightmare to design with because of the stringent laws and the way they impose those laws to be implemented in the design. So when reading these comments of the protest letters that the neighbors had, a couple neighbors had the concern that this would be a drainage hazard. Well, the City won't let that happen. The City has such stringent storm water regulations that not a drop of water – when I say drop of water, this is literally worded as per design – allowed to exceed the pre level of runoff of the site was. Whatever the site was producing in terms of runoff before it was developed is what it will produce after development. The rest will be held on the site, and that's why we have those

green spaces and the retention basins. One of the biggest myths about a retention basin is that it is a breeding ground for mosquitoes. That happens when the retention basin is a wet pond where there is water stored in there at all times. This is an example of a dry detention basin. It looks nothing more than your back yard or front yard. This is all it's going to be at any given time, except when it rains. Obviously, when it rains, water is going to collect in this slowly for a couple hours – two – three – four hours – depends upon the discharge rate that's demanded for the site, and then goes out to the discharge structure and then, after a few hours, it again gets back to this normal state. So for a majority of the time, the site is going to look like this. There is not any standing water to provide a breeding ground for mosquitoes. There is not any hazard for children out there for drowning or any of that conditions. This is just a plain back yard. I've done designs where they had football fields – the detention basins would be used as football fields at other times except when it rains and it's a catchment area. The primary concern I had here was to make sure the people understand that this detention basin or the drainage on this site is not going to negatively impact any of the neighbors downstream. And downstream is a problem. Upstream no one is going to have any issues. Downstream of this development every measure is going to be taken and the City will make sure that we follow all the bylaws that the City has to ensure that the neighbors downstream are protected from any surcharge of this water. Going back to the site that we have, this is what we have planned for this development. This is a detention basin, and this here is a very shallow detention area – I won't call it a basin, because the depth is like 6 inches deep. You need to imagine it's like your curb. That's how deep it is comparative. You won't even feel this depression, but this will act as a major detention basin when it rains. Water will be carried through this channel here along the west of the building back into this detention basin, which again will be just green turf at any given time, except when it rains. Then it goes back to the natural point of discharge. When I say natural point of discharge, know that this is the point where the site drains right now. We will make sure that water will go out of that site at that point. Again, I want to make sure that I make it loud and clear that we will not be negatively impacting any of the downstream neighbors with this development. I think that was the major engineering feature of this site. Apart from that it's all paving and grading as per the City regulations. I don't think anybody has any issues with the pavement. The pavement was there to begin with. We'll just make sure we'll enhance it and make it a better pavement in this location. If anybody has any questions or concerns about the design, I would be more than happy to talk to them and clarify them at this time.

5. Ms. Gordon – That main field in the front is where you're going to have overflow parking. Correct? Is that right?

6. Mr. Eure – There will be two types of events that we foresee. One in which that site is appropriate for the event. There may be events where that field is occupied by activities. So in that case an agreement has been made with off-site parking and shuttle service.

7. Ms. Gordon – The placement of the buildings – particularly that large building on the west side. Is that just for aesthetics? Or was that because of drainage?

8. Mr. Eure – There are many factors that go into building placement. Among them was a goal of preserving. One thing we've learned during this process is this home and this property is much beloved by almost everyone that we talked to. People know about this property. They like this property quite a bit. So our intent was to preserve this row of trees, this green space, and to preserve the existing home. When you start setting aside big blocks of green space to preserve them, and then you start to understand where site traffic needs to occur, if you're trying to align with Wiley Road, for example, you're left with the northern half of the property. We designated this area at Riz's recommendation for site drainage. That area needed to be set aside. We also wanted some outdoor space in this corner to provide for grades 1 and 2 over here. So every grade looks out onto green space in this configuration.

9. Ms. Gordon – So, if I'm hearing you correctly, the decision to put that building on the west side was to maintain, essentially, the aesthetic quality of the property and the original home site kind of for the people of Norman.

10. Mr. Eure – Yes. One thing I would point out that I failed to mention before is that, in putting the gym on the second floor, there are no transparent windows in that level that look out onto people's yards. So that need not be a concern in terms of privacy.

11. Mr. McCarty – I suppose you have a written agreement from the shopping center that allows for parking.

12. Mr. Eure – That is in process. We have the agreement in the works. We have been addressing these concerns kind of in an ongoing process.

13. Mr. McCarty – What happens if the shopping center changes owners after you get an agreement? What's your plan for parking?

14. Mr. Eure – I think that we would begin interviewing other off-site parking owners if that were to be the case.

15. Mr. McCarty – And this shuttle service is something that the school was going to do?

16. Mr. Eure – It's going to be on a contract basis.

17. Mr. McCarty – Is that something important that the City needs for the PUD is that they have an agreement for parking? Is that important for us to have?

18. Ms. Connors – I think City Council is going to want, perhaps not the final document, but it would be a condition of approval that they probably gain that before a the plat is recorded.

19. Mr. Knotts – Is this house on the Historic Register?

20. Mr. Eure – It is not, but we are exploring putting it on the National Historic Register.

21. Mr. Knotts – And you feel that these alterations are compatible with that?

22. Mr. Eure – Yes.

23. Mr. Boeck – This gets into standards for designing schools. When you have 275 students, that's a lot of students. It's bigger than Lincoln, in terms of the number of students, and I think of all the elementary schools around, there are standards for cafeterias and certain size gymnasiums and space. Certain sizes for activities. You talk about all this green space, but to house 275 students I don't see how that can be done with the standards that I've used to design schools before.

24. Mr. Eure – State standards on a per square foot basis in Oklahoma require 30 square feet per student. We've allotted 50, in keeping with the Texas and New York standards. So, not only have we met, but we've exceeded by a pretty wide margin.

25. Mr. Boeck – When you say 50 square feet per person, what does that include?

26. Mr. Eure – Well, that's actual classroom space. In addition, there are central multi-purpose halls in both wings. Grades 1 through 4 has a central hall that accommodates dining. Grades 5 through 8 has a central hall as well that accommodates dining. There are multi-

purpose type spaces with a great deal of flexibility designed in. In addition, the gymnasium on the second floor, which is not a required space, adds a ton more square footage, a great deal more flexibility for dramatic performance, for athletic activities. So, again, the goal was to not just meet, but to exceed standards.

27. Mr. Boeck – Okay. Say you have a basketball game. I don't know if you'd have a basketball team or basketball teams and family and friends come to watch a basketball game and an out-of-town group comes to watch a basketball game. Is there space in this for bleachers and, again, would this be using the parking down the street to take care of all the needs for that kind of thing, because that's a standard part of school activity?

28. Mr. Eure – The short answer is yes. To the extent that any activity requires parking in excess of what we can provide on-site, Rose Rock will provide that parking off-site. Yes, the gymnasium includes room for bleachers.

29. Mr. Gasaway – Is there a central kitchen built in? Is there room on the circle drive for the delivery trucks that will bring the food to turn around?

30. Mr. Eure – There is. The turn-around is sized for the longest emergency vehicles and delivery trucks that will ever visit the site.

31. Ms. Pailes – Out of curiosity, where are the dumpsters located because, again, those have to be picked up by the big truck.

32. Mr. Eure – This is the area for trash collection right here. Rather than go with dumpsters, part of the Waldorf pedagogical approach has to do with the conservation of resources. There is going to be a lot more recycling than is probably normal. The trash flow is anticipated to be less. The existing property has cart service. It will be expanded as needed to accommodate trash flow.

33. Ms. Pailes – Then a question for staff. R-1 Special Use prohibits people living on site?

34. Ms. Connors – Yes, it does.

35. Ms. Pailes – It seems ironic for an R-1 designation.

36. Ms. Connors – Well, the special use is for a school, and that doesn't allow. We looked a great deal into that when this first came forward.

37. Ms. Pailes – Because I can see an objection might be to the PUD designation, since – I wish Waldorf well, but schools fail, and should it fail then a PUD ...

38. Ms. Connors – It would have to come back for a zone change. There is no other use allowed in this Planned Unit Development except school. That's its sole land use allowance.

39. Ms. Pailes – Then the last question. My kids attended Lincoln which would be a relatively analogous student body. I just don't see the parking suggestions working. You're bound to have very involved parents – that's kind of the nature of this school. I just don't see this working, because I'm familiar with where parents park. You're carrying costumes. You've got young siblings. It would be my guess they're going to end up parking on Foreman Avenue if there's not accommodating on-site parking. It's a lovely design, but it seems to me that designating on-site parking for parents might be recognizing the inevitable. The shuttle is a wonderful idea; I just have an idea that a lot of parents would short-circuit that and park in the neighborhood. I don't

know the parents and neither do you. I think it would be better to say, look, parents need to park right near to the school and we have to designate land for that function.

40. Mr. Eure – We have B.J. Hawkins and Wayne Russell, with Traffic Engineering Consultants, who have done a professional study of traffic flow and the parking requirements of the site, and they will speak to this in more detail right after this. But a couple of points to that. One is that, in terms of on-site parking, again, it's an important Waldorf value that green space be preserved. It's an important neighborhood value that green space be preserved. If we were up here proposing a 200 count parking lot, we would be fielding objections about the amount of paving, perhaps, I would suggest. What we have discussed as a design team and as a school is that Rose Rock will be firmly behind the policy of disallowing parents to park on Foreman or in the surrounding neighborhood. Period. That goes into the PUD Narrative. In that sense, it's binding. For those activities that require more parking than this site affords, we have made arrangements.

41. Mr. Lewis – I have a follow-up, and actually it's from comments that Commissioners Pailes and Gordon made, in regard to the green space. I applaud Waldorf's values of keeping green space beautiful – of great landscaping. I mean, the presentation that you've given makes it look like a beautiful garden. But common sense comes into play here and it says that if we're parking on the grass, how often are we parking there and is it going to turn into something that looks like Reeves Park after one of the events we have down there? I have great concern that after one event or two events or even three events all you're going to have in that front yard is dirt. So that's kind of an oxymoron for me, when you're saying we're going to have beautiful green space but yet we're going to park all these cars on it, which is going to kill it. Can you please explain that to me?

42. Mr. Eure – Well, I think to some extent I'll be repeating myself. But I will say that we will work with the City to address that concern. I will offer my traffic engineers to comment on it as well.

43. Mr. Lewis – Okay. Help me understand. When you park a car on grass, it kills it. What is there to explain? Do you see what I'm saying? We're using a green space for a parking lot, but yet we have these values of keeping the gardens beautiful for the neighborhood, specifically. It just doesn't make sense we're going to park cars on that and actually kill the grass.

44. Mr. Eure – Right. I understand your point and I appreciate it. There are no gardens, as such, planned for this space. This field is designated for athletic activities. Rose Rock is very mindful of its grounds and of its landscape and of its turf and of the conditions and of those sorts of things. So after a heavy rain, for example, that would probably be grounds to have off-site parking for events. Again, I think that to understand this design, one must also understand the Rose Rock culture. The current, admittedly small, student body of Rose Rock involves about half the parents either walking or biking to work daily. This is a group that is very passionate about resource conservation and so this site plan may look strange and unfamiliar to those accustomed to conventional development. The PUD process, I would suggest, is designed precisely for the kind of development that doesn't pursue the normal path. Does that, in any way, answer the question?

45. Mr. Lewis – Being very candid, unless your cars levitate, you're going to be parking on the grass and it's going to kill it. If we're in the middle of summer, we're not in a rainy period, then chances are what you're going to end up with is a dirt pile. I just have great concerns about the parking proposal.

46. Mr. Eure – What I can tell you is that our design team will meet together with our civil engineer and we will address the concern. I know that there are designs – very expensive design solutions that exist for just this problem. Turf paving units – permeable paving units that

allow grass to grow up in designated areas. So we can look at some options. Like I said, I can assure the Planning Commission that we will work with the City to address the concern.

47. Ms. Ahmadi – As Jack stated earlier, the parent body is very committed to car-pooling, walking, and biking. A lot of them are interested in pursing this particular property because it's centrally located and it makes it actually easier for even more people to use a pedestrian mode of transportation to get to work juxtaposed where we are now which is a little bit more out of the way for certain people. To be clear, we won't be having events every weekend. So, like I stated at the very beginning, the typical event schedule is we would have four festivals a year and we'll say that 25% of the people would carpool or bike or walk. In the event that it looked like the lawn was taking a heavy hit, I'm sure that all of the staff and parent body would be committed to just avoiding that activity, because no one wants it to be ugly. The aesthetic is very, very important to us and it's actually kind of critical to the curriculum to surround the children and the teachers with beauty.

48. Ms. Pailes – I know you told us this. I'm just blanking. The fence along the front paralleling Main – how tall and made out of what?

49. Mr. Eure – What we've discussed at this point – and, again, we're kind of at a very early stage in the process. Things have not been precisely nailed down. But what we have discussed in general terms is a fence that preserves the transparency of views from car level height as you're going along. That doesn't mean chain link. It may mean kind of a higher end gridded steel fence that allows for the growth of some vines and flowering plants, which would serve the purpose of a fence and, again, still provide visual connection between Main Street and the property.

50. Ms. Pailes – How tall?

51. Mr. Eure – Four feet.

52. Ms. Pailes – I know team sports aren't a big deal with Waldorf, but you wonder about balls sailing over the fence and onto Main Street. So maybe four is not quite high enough?

53. Mr. Eure – Perhaps. We'll discuss that. Concern noted.

54. B.J. Hawkins, 404 S.W. 171st Street, Oklahoma City – I'm a traffic engineer. We conducted the traffic impact study, which was conducted on the standards which are approved by the City of Norman. We started by collecting existing traffic data at the intersection of Wiley and Main. This was done by peak hour turning movement counts, during the a.m. and p.m. peak hours, and setting two 24-hour volume counts on each leg of the intersection. We projected the traffic out to 2016, which is full build-out of the project, using a 1.25% annual growth factor which was given to us by the City of Norman. We generated the traffic for the school based on the Institute of Transportation Engineers Trip Generation Handbook. It's kind of hard to see, but the numbers do not equal out to one vehicle per student, just based on car-pooling, families having more than one student per household – but these are all given in the ITE trip generation book which is now nationally accepted throughout our industry. The trips were distributed at the intersection based on anticipated usage and we added the site trips to the 2016 projected trips for our review and analysis. Our analysis found that in 2016 it was a level of service F turning out of the school. We did a traffic signal warrant analysis and it was determined that under the 2014 traffic, which was Phase 3, it did meet the peak hour volume warrant and with a traffic signal in place it would make the levels of service acceptable, and back to the original levels of service which are out there today. We do not anticipate any vehicles backing up on Main Street from the east, and any vehicles that might stack up from the west have about 800 feet of the 5th lane (the center lane) on Main Street in case they did need to stack up. The school has also looked

into staggering the times for the classes, which would further ease any delays or anything at the intersection. I don't think anything is set in stone, but it's something they are exploring. Just to put this school in perspective – the size – this is 275 students. The nearby Cleveland Elementary has 551 students; Jackson Elementary has 520 students; Alcott Middle School has 680; and Norman High School has 1700 students. So this is quite a bit less than any of those and even half of the competing elementary schools in the area. As far as the parking, Wayne Russell is going to address that.

55. Wayne Russell, 3917 Annalane Drive, Traffic Engineering Consultants – I think, Commissioner Lewis, your point about parking on the grass and killing it is absolutely right. I think what we anticipate having to have happen is some maintenance, especially if there's going to be some sports – and I don't know what it would be – maybe soccer or something like that. If they're going to do that, you can't do that on a dirt field, either. There would have to be some ongoing maintenance for them to be able to make sure that that's a good field to play sports on, as well. So I think there's a drive to do that from another standpoint. In other words, to be functional for that, it would need to be maintained, much like any grass football field is. It's got to be maintained, because it wears down. With the parking, I think the point you're getting at, Commissioner Pailes, is that the school won't have a lot of control over people that come to the sporting events. What the school does have control over more is the people that go there – the parents that are bringing their own kids there. I think those are the ones that they could expect to say don't take up parking spaces onsite. You can go to the shuttle place and I think that they would probably have some pretty good compliance from the parents of the students. If you get the parents of the students parking off-site and taking the shuttle it leaves virtually all the parking onsite that could be taken by visitors. We're not looking at a Norman High football game type traffic anyway. I think the sporting events would not see the kind of traffic that's going to overflow an entire neighborhood. But I think you're right. Without a sign there, there's no way to make them not park there. As far as it behooves the school, I think they would try to control the people that they have control over, and leave the parking – they'll park onsite before they would go to a street, anyway. So as long as there's some parking onsite, that's the closest place and traffic will always go as close to the front door as they can get.

55. Mr. Gasaway – Mr. Hawkins, you mentioned you didn't anticipate any backup onto Main Street, especially going east. I've had some experience picking up kids for an after school program at Community Christian and they're exceedingly efficient there getting kids into the cars. They have a hired traffic person in the street outside the school and several teachers almost literally stuffing kids into the cars as fast as they can go, but when that starts there are cars backed up for 3 or 4 blocks parked on the street, all trying to be first to get their kids, and we're sitting there for 10-15 minutes blocking that street. How could it not back up onto Main Street? Let's say you had even 200 cars.

56. Mr. Hawkins – From the east we are only projecting 33 cars in the a.m. and 18 in the p.m. picking up the students. With the teachers and stuff directing traffic and staggered let out times, it should be able to alleviate any delays, especially from the east where you cannot, obviously, stop on Main Street.

57. Mr. Eure – I just wanted to mention that B.J.'s studies preceded the point where Shanah proposed, in response to neighbor concerns, I might add, a staggered drop off/pick up schedule, where each grade is staggered 15 minutes. So, according to that schedule, the day begins earlier for 8th graders and then 15 minute increments steps down to the younger kids on site. By this policy, there is anticipated to be no more than a peak of 70 kids dropped off at any given 15-minute increment. I just wanted to add that.

58. Mr. Hawkins – Additionally, there is around 300 feet of stacking from Main Street all the way to the traffic circle that vehicles could sit and park along and then, obviously, along the circle where teachers will be lining up, getting kids in and out as quick as possible.

59. Mr. Sherrer – Let me make sure I understood that correctly. You said that there would be 33 at the peak time, but then you said there's 70 students.

60. Mr. Hawkins – Total students. I'm talking about percentages – if you broke them up into percentages from each direction. Once again, I'm talking about trips instead of students. Like I was saying earlier, one student doesn't always equal one trip.

61. Mr. Sherrer – I guess that's my question. Quantify how you arrived at that kind of a percentage of cars versus students.

62. Mr. Hawkins – It's just based on that trip generation handbook that we use in our profession.

63. Mr. Eure -- I know there are some parents and friends and supporters of Rose Rock who have turned out tonight who may need to get their kids home. I wanted to allow them an opportunity, those who support the rezoning, if you'd like to stand right now, just for a moment and raise your hand. And if you need to go, that's fine. Thank you.

AUDIENCE PARTICIPATION:

1. Nancy LaGreca, 1017 Kings Road and a current homeowner at 210 North Sherry Avenue – I've been a resident of Norman for eight years. I own a house a few blocks away from the property under consideration on North Sherry Avenue. As a property owner of eight years in the surrounding neighborhood, and someone who loves the neighborhood very much – Towne and Country Estates – gorgeous neighborhood – someone who cares about the property values in this matter, I would like to speak strongly in favor of the proposed rezoning for Rose Rock School. I've read the letters of protest against the rezoning and I would like to address the two most frequently voiced concerns in the letters – traffic and property values. We've already heard from our traffic expert, but I just want to emphasize he's a traffic engineer who performed the consultation – B.J. Hawkins. B.J. works for Traffic Engineering Consultants, the leading traffic consulting firm in Oklahoma City. These people are professional engineers who have spent years studying consulting regarding traffic flow. They analyze traffic every day – it's their job. They're not casual observers who make decisions on the basis of suppositions, the way you or I might. Back in April, B.J. confirmed that traffic will not present a problem for the school or the neighborhood. Since then, as we've heard, Shanah has developed the staggered drop-off schedule. As we've heard, traffic will be even less of a concern because the current make-up of parents whose children attend Rose Rock, roughly either half of them walk or bike their children to and from school, because many of them are concerned about the environment, they enjoy the exercise and fresh air, and they live close by. In sum, I do not feel that the traffic is going to be an issue here. So, to address property values and cleanliness – I can roll them into one. As a homeowner in the neighborhood, like many of you, I have an interest in the value of our property. That is why I was very excited and happy to know that Rose Rock School was planning to move to this location. Waldorf schools pride themselves on the beauty and cleanliness of their facilities. If any of you has not visited the current Rose Rock School, it is so tidy and clean and appealing that when I first visited I wanted to attend as a student myself and joked with my husband that I'd like to stay overnight and just live there. Waldorf schools have an international reputation for figuring among the most desired and sought after educational facilities in the world. Rose Rock will attract professionals and educators from across the region who want to entrust their children to the best possible educators. This, my friends, is good for Norman. It is good for the values of our homes. For hard evidence regarding the positive effect of Rose Rock on our property values, we can cite the word of Judy Hadley, real estate agent of

unrivaled experience, who is instrumental in the establishment of Norman's historic districts. Judy is confident that the school will, in fact, raise our property values. What will happen if the citizens and protests are successful in blocking the current rezoning process? I'm sure all of you have seen the typical types of development on Main Street. If we look around, it's dominated by parking lots and strip malls that have no regard for preserving green space or lovingly maintaining historic architecture. Rose Rock School is dedicated to preserving the trees – the green space – this historic architecture. They're our allies because they are trustworthy stewards of a beautiful property in our neighborhood. To those of you concerned about this rezoning, I ask you for the sake of our property, the quality of life, to get behind Rose Rock with your support, because your opposition increases the chance that we will end up with some of the prospective buyers – 7-11, strip center, high density apartment buildings – at 1515 West Main Street. Thank you for your attention and the opportunity to voice my positive support of Rose Rock.

2. Dee Fink, 234 Foreman Avenue – I would like to clarify what my concern is and what it is not. The concern that I feel, and most of the neighbors that I've talked to, is not about the school. If I had a young child, I would consider sending them to that school. The concern is not with the school. The concern is with the proposed number of students and the traffic problems that are going to result from that, given the size of the lot and the configuration of the streets around there. I think there are two root problems. The first is this is a small lot for 275 students. If the school stopped its growth at the end of Phase 3, with 150 students, I would remove my opposition. But when they're going up to 275, I feel that's a concern. The second root problem is the configuration of the streets. Around Main Street and that driveway, there's only one other street nearby on the north side of Main Street, and that's Foreman Avenue. I didn't realize we had powerpoint tonight, so I made my own pictures and I'll pass them around to you. You can keep them for a record. This is a picture of Main Street showing the driveway and only 50 yards away is where Foreman Avenue is. So it's close. It's the only street close and on the north side. So the question that's been raised already is what are parents going to do when they come in to drop off their school kids in the morning and pick them up in the afternoon? To help answer that, I went and looked at some of the other schools around that I think are comparable. One is Cleveland School just to the north of here. It's bigger, as has been pointed out. Not quite two times bigger, but bigger. But notice they also have their children bused in. It's a neighborhood school; people do walk in. Still, when you go out by that school at pick up time there are cars parked for 15-20 minutes ahead of time on all five blocks leading up to that. Here are two pictures of those showing cars parked – one on Iowa and one on Bryarwood – for quite a while before and after pick up time. That's even with busing; even with people walking in to a neighborhood school. That's five side streets going into that school. This one only has one – Foreman Avenue. The other comparable school I think is CCS. Again, about twice as large. But it's comparable to Rose Rock in that they're not bused in and they don't have walk in – they're out on the north side of town and people drive in for most – you've mentioned that already. But the lot for that school is humongous and much, much bigger than this lot for Rose Rock. They have very large parking lots on three sides of that building. As Jim mentioned, it's very well-organized. One lot is for the preschool, one lot is for the junior high or whatever, and one lot is for the high school. Still, at pick up time traffic is blocked. I have some pictures here. One just to show you what the lots are. This shows one of them. This other picture can show you – by the side you can see all three lots. Much, much bigger. They've solved the problem by just simply having large parking lots. So my prediction what's going to happen at Rose Rock at drop off time and pick up time – the parents are not going to be able to drive through that driveway and park and wait for their kids – 275 kids. I don't know how many cars are coming in. My best guess is it's somewhere between 150 or 200 are going to be coming through there. If you have multiple kids per family and some carpooling. What they're going to do at Rose Rock is exactly what they're doing at the other schools. They're going to park on the side streets and either drop off their kids and go over to school or park there and let them come over and meet them at the car. But, in this case, there's only one nearby street and that's Foreman Avenue and

that's going to back up. You take that three blocks or whatever and back it up on Foreman for all those five blocks around Cleveland – that's going to be a lot of cars on one street. I think there is going to be a major, major traffic problem at pick up time and drop off time. Thank you.

3. Dr. Arletta Knight Fink, 234 Foreman Avenue – I moved into that address on December 12, 1975, which means this is my 37th year in that house, so I know the neighborhood very well. Let me begin by saying that, as neighbors, we are not opposed to Rose Rock School, nor their curriculum. What we are opposed to is the rezoning from R-1 to PUD. Everyone knows that once the property is rezoned it will never return to R-1 and, with a PUD, it is one step closer to being rezoned to commercial. We've already experienced commercial rezoning when a gas station was built over the back fences of the houses on the east side of the 100 block of Foreman Avenue. There can be no quality of life when you cannot go into your back yard and have a picnic because of the gas fumes. That's how close the gas station was. The gas station is finally gone, but we don't want to go down that road again with anything zoned commercial around the neighborhood. The neighborhoods in our area, for decades, have been incredibly stable and very desirable neighborhoods in which to live. Typically the only time a house is available is when the homeowner has passed away and then most houses are sold before they ever go on the market. In fact, our area is so appealing that four individuals who grew up on Foreman Avenue and Holliday moved back and are now living in their family homes as adults. Our concerns about PUD moving to commercial are very real concerns because no one can say with any degree of certainty that Rose Rock School will be successful. They have a $900,000 plus note that must be paid off and additional phases will cost well over $3 million. That's a huge gamble for a group that we don't know anything about their track record and someone who is at the very beginning of their fund-raising. If they gamble and lose, they just pack up and move away. The rest of us are left to face an almost certain fight with a developer who will seek to rezone the property to commercial, and we could be facing another gas station in our back yards. We, as property owners, do not speak of the possibility of the school's failure lightly or maliciously – just honestly. The main reason we bring it up at all is because of the plight of an earlier private school. Some years ago a group of concerned individuals created such a school. It was an excellent school and was named after one of the most beloved, admired and respected educators in our area – George Lynn Cross. The future looked very bright, but over time enrollment declined and the school closed. If a school of that caliber can close, any school can close. That's just one more reason we are so fearful that, if the school fails, the second push for the property would be commercial and we could be dealing with a strip mall, a Sonic drive-in, or, God forbid, another gas station. I do not mean to be disrespectful or unkind. But given the possible scenarios we've presented here, we find it very, very hard to understand why we, the residents who have spent thousands and thousands of dollars and many years of our lives purchasing and maintaining our homes, have to be subjected to the negative impact a PUD can have on our neighborhood, all because one teacher and her family want to live on the property temporarily. Hear me out. That is the only reason the property has to be rezoned to PUD. That is so one teacher can live there. We are not understanding what taking up residency there has to do with the school. At our preliminary meeting, no mention was made of anyone living in the school. They were only requesting special permission for the school which requires no rezoning. We feel that they used bait and switch. It is totally unjust to put at jeopardy entire neighborhoods in order to accommodate one teacher and her family. We implore you to vote no to the request for rezoning from R-1 to PUD. Thank you very much.

4. Sherri Irvin, 636 E. Boyd Street – I'm a homeowner in Norman. I came here 7 years ago to become a faculty member at OU and I have a child who has attended the Rose Rock School since he was 9 months old. He has been there for a little over 3 years now. I can say without exaggerating and without reservation that the Rose Rock School is the best early childhood care center in Norman. I say that having done extensive research, knowing the community of Rose Rock very well, knowing many other families who wish that their children were at Rose Rose. As Shanah mentioned, there is a very long waiting list, and I think there are even people who

haven't bothered to get on the waiting list because they know that it is so long. The Rose Rock School has a very strong commitment to positive relationships among children, between caregivers and children, and with surrounding communities, and the Rose Rock School's mission really is to create a community. There's a really strong drive for sustainability at the Rose Rock School. I'm one of several parents who actually bring my child to school in a bike trailer and would continue to do that, especially given that there will be a traffic signal at 1515 West Main. I really feel that the Rose Rock School fills an unfilled need in Norman with regard to early childhood education, with regard to the quality of care, with regard to the level of activities and kind of activities that are provided to the children. There is a very, very strong demand and it's one of the things that makes me feel that I couldn't leave Norman. The second family that my child has at the school, the community that I belong to by virtue of his being at that school, are extremely valuable to me, and I think that many other people in this room would say the same thing. The school, in particular, places a premium on taking care of things – careful stewardship of things. There's a strong commitment to beauty of facilities. There's a strong commitment to beauty of landscape. There's a strong commitment to gardening that is one of the skills that the children learn. So I have no doubt that this school will address any concerns having to do with grass becoming bedraggled. That's the kind of thing that they specialize in – finding ways of solving those problems and making sure that everything in the school runs smoothly and that the beauty of the site is maintained. Thank you.

5. Jim Maguire, 401 Terrace Place – This is my father, also Jim Maguire. He was the previous homeowner of the house. He owned it for 37 years. No one loves this property more than we do. The only options that we had was for somebody to come in and tear the house down. Does anybody want that house torn down? Nobody cares more about this property than we do. Bud Wilkinson signed his contract in that basement. How do you destroy that? There were no offers for residential purchase. So in our eyes this is a great option and that's what we're here for, because – you know, they're about the kids, and that's what it's about is teaching these kids how to live every day. Maybe they'll have troubles with the school closing, and I see that, but it was either that or tear the house down or let it go to foreclosure. My dad broke his back. My mom died. The business went in decline. We were forced to sell. What can I say? It was either go into foreclosure or try and do this where they're going to maintain the school and keep the property. As far as the grass, all you've got to do is fertilize it. I've been around that grass for 37 years – I know how to maintain it. You can go to OU and they have the practice fields. They park their thousands of cars. You just fertilize and water. You can park cars there. We had parties there all the time and you've seen the grass. It maintained well. So we're here for this because there were no other options. We didn't want to see the building torn down; it's too historical. It was on the National Register, but when we changed the windows in the house they forced us to take it off that because they wanted the original windows. But they leaked water real bad. We wanted to maintain the house. My mom said, well, you can come wipe the windows down if you want it on the Register. So they said, no, thanks. But we wanted to maintain as much as it is right now. We really didn't want to sell it, but circumstances forced us to. One person wanted to tear it down and build an office complex and nobody in here, but maybe one person, wants that. So we're here for the school and I hope you vote for it. Thank you.

6. Cynthia McPherson, 4500 Green Meadow Circle – I would really just like to agree with the previous statements of Nancy LaGreca and Sherri Irvin and the gentleman that just spoke. I could add a little bit of my own experience at Waldorf schools. I attended a Waldorf school parent/child classes with my two children – my young boys when they were 5 months and 3 years old. I went to the school three days a week. This was in Cambridge, Massachusetts at one of the oldest Waldorf schools in the country – they're celebrating their 40th anniversary this year. The school was fully developed grades program – grades 1 through 8, two kindergartens, an early childhood program that had parent/child classes from baby to age 4, and then a separate nursery on the property as well. The parking and the circle drive were truly just very,

very similar to what we've seen here tonight. The amount of parking spaces were, I think, the same, if not less. I never had any issues with parking when I was there – three days a week at three separate times for the courses that I was doing with my children. I attended festivals there as well and they had no side streets. This property has one side street, but there were no side streets. It was a 100-acre preserve with only one road access to get into the school. I can't explain why that phenomenon existed, except to the culture, for sure, would be my first guess. People that live nearby were always coming in on bikes or walking and just being conscientious about driving and the school also had the staggered schedule that Shanah has proposed. So it worked out fine and it's a very old and full school. I would just like to also reiterate the benefit, I think, to Norman of having this type of school. I'm the spouse of OU faculty and I actually have a position at OU myself that I'm deferring while I'm staying at home with my younger children. We see often some top people that are being recruited for professors at OU. We don't get those folks and the paucity of educational options for young children is often an issue for these families wanting to relocate to Oklahoma. I think this school would just be so wonderful for our community. I think it would draw the best and brightest to our town. I've seen firsthand and participated in the festivals, the outreach to the community. There are also other childcare providers here tonight that have been attending our workshops that are so supported by our school and the outreach that we do with pedagogical training. That's pretty much all that I have to say. Thank you.

7. Sunny Sethi, 4901 Baker Street – I live on the west side, about two miles from the proposed site. I'm the parent of a 3 year old who attends the Rose Rock School. I have worked in Oklahoma for the last 16 years, lived in Norman for the last 10. Between the years 2002 to 2008 I brought employment to about 50-60 employees in the area and currently I'm managing close to about $3 billion in projects for the U.S. Department of Veterans Affairs, the second largest federal agency in the country, and for the largest oil and gas industry. The point being, for the work that I do relating to the U.S. Fed or for the oil and gas industry, we would be doing a lot better if we were either positioned in D.C. or in Houston because I want the best for my son. Well, when it came around to looking for options for him, we were so proud that Norman was opening up a Waldorf school. This is the type of school that you have Amazon.com executives and Google executives falling over each other to get their kids on the waiting list. We decided a couple of years ago, after we found that there was a Waldorf school right here, that we were not going to relocate – we were going to stay right here and we were going to send our kid to Waldorf. If I had a second one coming up, I would try to put him on the waiting list as well. There are 3 points I want to make here. My kid is 3 years old now and he was about 2 when he started attending Waldorf. Prior to attending Waldorf, prior to attending Rose Rock, if you had to use 2 words to describe him, because of the demeanor of the teachers in what was considered one of the best schools in Norman at the time, 2 words to describe him – aggressive and traumatized. Three words to describe him now – calm, theatric, and extremely expressive. I don't want to say any more on that, but that tells you what 8 months can do to a 3 year old. Number 3, I stand here before you half the size that I was a few years ago – roughly 325 pounds at the time. Obesity is an epidemic in Oklahoma. Me and my wife care about what goes into my son's mouth. Approximately 6 pounds of sugar, if you were to take a look at what breakfast, lunch adds up to approximately 6 pounds of sugar is what goes into their mouth – their digestive system – and we're talking about a 3 year old – at other schools. Now here's a comparison. At Rose Rock it's fresh yogurt and granola or a fresh meat and veggie soup and stew. Let's look at that comparison. Pizza for breakfast or fresh yogurt and granola for breakfast. Pizza for lunch – and this is not too far – this is schools here in Norman. Pizza for lunch or fresh meat and veggie stew that a staff of 3 prepares right here. I mean, I'm choking up talking about that. Parking was the last point I did want to cover. I know it's been covered a lot. How many schools send out invitations for events with a printed statement in bold saying, when you do come or when you do decide to come, please either carpool or walk. I don't know of other schools that do that – or too many other schools that do that. This is a cultural issue here. I know some of the speakers here before me talked about the issues with Cleveland School. Some of them talked about a

school that was named after a great educator. Those were not Waldorf schools. This is a cultural issue. This is a Waldorf cultural element that you're embracing when you're bringing them into this society. Thank you.

8. Kelly Driscoll, 1355 Dorchester Drive – My husband and I have lived in Norman since 1999. I work at a local engineering firm and he works for the University. Our son will be attending Rose Rock School in the fall. We're very happy. He has been on the waiting list for 2 years. Rose Rock School is wanted and needed by the Norman community. There are no other schools which approach learning and community involvement in such a holistic way as the Waldorf method, and we hope that he can continue to attend Rose Rock School through the grades program if you approve of this. My training is in landscape architecture and, as a member of the grounds and site committee – all of the parents are very involved. We have to be on committees and we want to be on committees – I shouldn't say we have to be. We will make sure the grounds are positive to the community and the historic property is preserved. We are all invested in Norman and the school. We won't be packing up and leaving and we will not let this endeavor fail. Lastly, schools belong in residential neighborhoods. The land uses of educational facilities and residential properties are compatible and complimentary and I implore you to approve of this rezoning. Thank you.

9. Margaret Farmer, 334 Westchester Circle – I believe that Rose Rock School seems like a beautiful idea. But I am certain that there will be parking on Foreman Avenue from parents of the school and on their lawn and there will be cars backed up on Main. This lot is too small for a school of 275 students. Our neighborhood has the best location in Norman – close to the University, close to downtown, close to I-35, and even close to Hobby Lobby. We have no University student parking, though Norman High School students do sometimes zoom through our streets looking for a traffic light. We are an aging neighborhood of large ranch homes. They were the McRanches of their day. The fact that they have been beautifully maintained and, in many cases, remodeled extensively just so the owners could stay in the Hood, and many, many new owners have made them thoroughly modern homes. We cannot move them, but we do think that Rose Rock School, with all their wonderful ideas, could find another more suitable place to build. Thank you.

10. Hester Baer, 421 College Avenue – I'm a homeowner and a resident of Norman for 10 years when I joined the faculty of OU. My child has been at Rose Rock School in the care of Shanah Ahmadi since 2007. She is 5 years old, about to turn 6, and she's been there since she was a baby. I am also a member of the Rose Rock Board and I want to address particularly right now one aspect of the PUD proposal that was of concern to Mrs. Fink earlier during the comment period, and that is the request as part of the change from an R-1 to a PUD because of the desire to have a member of the staff in residency at the property. This has been part of our plan from the very beginning. It just wasn't clear to us that was not going to be possible under the R-1, and for that reason we needed to make a change to the PUD. That only became clear after the initial Planning Commission hearing. The reason why it's important for us to have a staff member in residence at the property has much to do with the reason why I chose Rose Rock School for my daughter. Like some of the previous speakers, I did a lot of research at the time when she was ready to go into childcare and concluded that this was really the very best option that Norman has to offer right now. Some of the reasons why I chose Rose Rock at that time were that it is a non-denominational, diverse school with an ecological commitment, wholesome foods, and especially that it seeks to resemble a home environment for the children who are in care there. If you visit Rose Rock School you'll see that it's the home of Shanah Ahmadi in its current place. As was mentioned, only 11 children can be there and we do have 40 children on the waiting list. I think it will be wonderful if we can move into the new property and have a home-like environment in the Maguires' former home. We need to have a staff person there to transform the place into a home environment during the initial years of its operation as a child care facility. The Ahmadis, who we hope will live there, plan to renovate

the property, keep up the grounds, and make it into a loving home environment that other children will benefit from. The children, as was mentioned, cook together, they work on cleaning the property together, they garden together. As a working mother, I really especially value the aspect of care that my child receives resembling this home-like environment that I'm not able to offer her except on the weekends. We really wanted to retain this unique aspect of Rose Rock's model of care when moving to the new property and create a situation where many more children are able to experience that unique standard of care. I also join the chorus of voices pleading with you to approve this PUD proposal. Thank you.

11. Daniel Mains, 1128 West Brooks – I'm a homeowner there. My 4 year old daughter is a student at Rose Rock School. I'm a faculty member at OU and my wife is a physician assistant who works at Goddard Health Center at OU. We just moved here this past August. I was teaching before at a small liberal arts college in the State of Maine. One of the things that really attracted me to Norman was the availability of educational options like Rose Rock. When I tell my friends who are faculty members at other universities about Rose Rock, they're extremely jealous because this is something that is very unique and unique to Norman and this brings people from all over the nation – in different fields, different types of jobs, but then generates huge amounts of work for Norman's economy. Just to follow up on what Hester just said as well, previously where we were living my daughter was also in a different kind of a school. One of the things that I really loved about Rose Rock right from the start is that it did feel like a home from the very second that we walked in there. And that had such an impact on my daughter. She has been so happy since she has been going there and then coming home. My 2 year old son will start at Rose Rock in the fall and we're really excited about that. When I heard that they were moving to a new location, I was actually a little worried that they might lose some of that feeling of home. But I'm really excited that the Ahmadis will be living there to kind of continue those characteristics that we've really come to love so much. Just the last thing to note, right now I live at 1128 West Brooks. That's a couple miles from the current location. I ride my bike with my child in the bike trailer almost every day to take her to school. Now that the school will only be a mile away, it will be that much easier to ride my bike or take her in a stroller, or just walk there together. I anticipate more and more Rose Rock families doing that as well. So, rather than seeing a problem with traffic, I think this is going to be a great thing. It's going to get more people out on their bicycles, out on foot and I really hope that the plan for Rose Rock will be approved.

RECESS
8:15 to 8:27 p.m.

12. Barbara Young, 1315 Salsbury – I've owned my property in the 1300 block of Salsbury since 1959. I also own two other houses down the street from me in the 1300 block of Salsbury. So I'm speaking as 3 homeowners, not just one. I want to tell you a little bit about what it's like living on my block. We have the high school to the east of us. The exit onto Berry from the high school parking lot lines up with Salsbury. When these kids get out, they don't go to Main Street and the light and the traffic. They zip across the street, go down my street, jog over and they're then on Foreman Avenue. I didn't know the people on Foreman Avenue knew it, but they do know it. We do not have parking on our street – for 25 years we have not, because the students would leave their litter in the street. They'd take our plants down. They left their whiskey bottles and beer bottles on our street, so we have no parking there. But they still come down our street, sit on the curb, smoke their cigarettes. There was a vacant house across the street and Lord knows what they did in that house. They gathered there until I found out about it and then we called the owner and that was stopped. I even went out one day and there was a car parked. I thought, what's that car doing there. I went out to check and there were a couple of teenagers out there having sex in broad daylight. Now, I know this school is not going to have high school students, but there is still going to be a parking problem here. I have a house also on Highland Parkway next to Jackson School. This summer I realized they're parking on both sides

of the street there – the teachers park there and you can't even get through. There's no way that a City emergency vehicle could get through if there were an emergency. I talked to my tenant today. She says she can't even get out and mow her lawn – it's one of those streets where there's not a high curb – it just kind of curves in and they park up on the yard. Well, I'm going to wherever I have to go tomorrow and see about getting no parking, because that's dangerous. Absolutely dangerous for that much – where a vehicle cannot even get through. Don't misunderstand me. There isn't anyone that loves children and values education more than I do. I taught school for 25 years. Have any of you all ever been on a playground for 25 years? Do you know what it's like? Do you know how much room you need for 8 grades? There's not enough room there. I have picked up grandkids at the Catholic school. They have a lot of room, and they only went to 4th grade. They parked from 36th clear up to the school. You had to get in line just for 4 grades – not 8 grades. I've picked up the kids at Alcott School. You have to park 2 blocks away unless you get there before the bell rings. I've picked up kids at Longfellow and Norman North – chaos all the time. And that's what you're going to have on Main Street. I agree with these other people. I've been there since 1959. It's the best place in town to live because of the location and the neighbors and I think we're just asking for problems if we allow this school to come in there. Thank you.

13. David Hudgins, 237 Tecumseh Meadows Drive – I have a son who is going to begin Rose Rock in the fall. He will be 4 years old. I'm a professor in the Department of Economics at OU and I've been here for 10 years. I want to speak to the property value of those houses in that neighborhood. There's no doubt that those property values are going to go up when Rose Rock School goes in. There is no comparable school. Some comparisons have been made to other elementary schools or junior high schools, and Rose Rock culture is different. That's why I'm willing to pay more and put my son in there, and there are a lot of other University faculty that are very interested in having this school here. Something wonderful is about to happen. That's a quote from Arthur C. Clark's film adaption of 2010. The property values are going to go up. This is actually a blessing; it's not a curse for this neighborhood. It's an opportunity that doesn't come around very often for very many cities. Norman has this opportunity to embrace this. We've also seen some other expansion in the area. One of the big draws for this is organic food, a balanced meal plan, and for me personally that's one of the first things that drew me to this school. We've also seen Natural Grocers come in. We've seen Dodson's and other stores that offer organic and are a part of this culture. So this fits very well. It's visionary. It has a vision. It's harmony with the area. It also has sustainability. Here we're talking about minimal capital to achieve maximum productivity. That's what this school will do. I don't know exactly what the objections are for the owners. The traffic studies have been done. The property values are going to go up. This house – this is the best use that could be done for it. I would say don't just be careful what you wish for, but be excited about it. We're excited about it at Rose Rock and I think that the neighborhood should be and the Council should be as well. Thank you.

14. Anne Harp, 313 Foreman Avenue – I've lived there for almost 14 years. I'm one of the newbies on the street. We, as said earlier, have people who have lived on the street since they were children and it's a wonderful neighborhood. As the gentleman just said, he doesn't know what we're worried about. Well, I can tell you. There's two main issues and we've said them over and over this evening – traffic and zoning. I have children at Cleveland Elementary School, which is approximately twice the size of the school we're talking about here. Even though there is a wonderful culture and we're very excited for this school and we welcome you to the neighborhood. But we really feel in our hearts that you're not looking with open eyes at the traffic issue. I understand you have consultants who were paid to provide a study for you, but we don't have any independent third party who is looking at this from our perspective as well. There's going to be problems with the drop off and I can tell you that turn lane you're counting on only accommodates 3 cars. I use it every day. I can also say that I'm very, very concerned about the zoning change from the R-1 to the PUD. Though I do understand that the culture of Rose Rock calls for someone to be in residence, that's going to be at the expense of hundreds of

people in our neighborhood. Hundreds of people in our neighborhood. It could very easily be changed if the Ahmadi family would agree to something which I think that they're not going to be very happy about – but if they would agree to not be in residence in the school, that would take the PUD right off the plate. We would be back at R-1 and 50% of our major issues would be gone. So we welcome you to the neighborhood, but we hope that you will be a good neighbor as well and please take our concerns very much to heart and give this some hard consideration. Thank you very much.

15. Susan Singh, 1762 E. 60th Street in Tulsa – I'm a retired teacher and one of Rose Rock School's benefactors. That's why I'm involved. I knew about Rose Rock and Shanah through my daughter, who is a colleague of hers in the Lifeways Program. I was very impressed with Shanah when I visited her program and spoke with her about her dreams for Rose Rock School. She obviously dreams big about bringing Waldorf education to Oklahoma and this will be the first Waldorf school in Oklahoma. Many of the surrounding states have Waldorf schools. This will be a first – a pioneer. She's doing pioneering work here in Norman. She's not only a big dreamer but has many talents and abilities, as well as willingness to step forward and commit her life energy to this project of providing a new choice in quality education for the families of Norman. A great treasure that I wish we had in Tulsa. It would be wonderful. I wish there was a Shanah in Tulsa. I'm confident that Rose Rock is no fly-by-night effort. Rose Rock's board has put together a good business plan and they're highly motivated to provide the best education for their children, as you can see by their testimony. I feel very fortunate to have the financial resources to support worthwhile endeavors such as Rose Rock School. We all know in our hearts that a more beautiful world is possible. Our children and grandchildren deserve our efforts and the efforts of Shanah and you Commissioners and her board to bring this into existence.

16. Nathalie Rocher, 1025 Leslie Lane – First of all, I'm a mother of a little boy going to this school. He has been there for 2 years. I am also a board member. I am also on the site committee for the school. As you can tell by my name, I'm an international person. I've lived on four different continents before I was 30 years old. I've lived in the sister city of Norman where I am originally from – Clermont-Ferrand and I did my university studies there. I've also lived in Paris. I have lived in Marrakesh, Morocco and I have lived in Melbourne, Australia for a significant amount of years. Norman, somehow, is also a very international place. It's bringing a lot of people and that's really through the University. It's very important for Norman to have a place for the faculty to put their kids. A lot of faculty might be turned away not having an amazing place for their kids. I think having a school such as the Rose Rock School expand will bring Norman into the future. If we want to have a town such as Norman be one of the pioneer towns that is one of the first things to do. The second one may be to have a tram – that's a good one. This school will be successful – there is no question about it. The demand right now is really high. There is more than 40 kids on the waiting list. As soon as the grades program starts, there will be kids going there from all of the faculty and also the businesses. People will move from Oklahoma City, maybe from Tulsa, down to Norman to put their kids in that school. No question about it. One thing that's very important, besides the organic food which is a very important point for parents, they feed a snack, a breakfast, a lunch, and an afternoon snack. It's all organic, homemade food. That's incredible. I don't have to worry about that at all. The second thing is that there is a sliding scale for families. At the Rose Rock School it's not a for-profit; it's a non-profit organization and we want to have a very socially diverse environment for the kids to grow in. I don't want my kid maybe in a certain range of society to grow up with the same kids in that society. I want him to grow up with every social environment that he can. I guess that's it, besides all that was said. Thank you.

17. Sarah Warmker – I guess a lot of what I would say has already been said by the other supporters of the school. My family has lived in the neighborhood for a long time and my grandmother owned a house at 225 Crestmont where my aunt lives now. I know there's a lot of really nice neighbors in that area and I would just hope that they would be open to getting to

know Shanah and the parents and the children at the school, because I think that a lot of the fears that are being expressed might be able to come to a resolution if they would take the time to keep having conversations and just to get to know each other. I think they have the potential to be really wonderful neighbors if they just keep talking. Both sides seem willing to come to a resolution on a lot of the things. So I wouldn't be surprised if any parent that's here would be willing to personally tell anyone that lives on Foreman Street, on Crestmont Street, on any of the side streets they would personally commit, I think. They're my friends and I would say that they're good enough people that they would be willing to say that to the neighbors, that they would want to make any adjustment to their personal schedule to make sure that the neighborhood stays healthy. That's all.

18. Neera Singh, 1019 E. 35th Place in Tulsa – I'm Susan Singh's daughter. I live in Tulsa with my husband and my two young daughters. Professionally I'm a public high school teacher. Both of my parents are educators and quality education is very important to me. In fact, I believe a good education is what truly allows us to live a life of freedom and opportunity. You can tell many people in this room are concerned about having quality education for their children. I can't let this discussion go by without mentioning the fact that I am a colleague of Shanah's in a program that is called Lifeways. The Lifeways Program was actually founded by a woman, Cynthia Albinger, who was from Norman, raised her family in Norman, currently is a resident of Norman, and she is nationally recognized for her work in trying to improve early childhood education and the standard of care that we give to children from 0 to 7 in our country. She and many other people who have been trained in her Lifeways Program – many of her colleagues are all over this country providing this kind of wonderful care for young children. Norman has this opportunity to embrace this with the founder of this program and I just am here to support Rose Rock expanding. I'm hearing a lot of people in support and also some fears being expressed. Any time we're beginning something new, of course there's going to be things that we're worried about, things that we're fearful of. On our end, those of us who are supporting Rose Rock Foundation, have our worries and our fears. We're hearing fears from people who are in the neighborhood of the parking, of the changes that might bring, the people it might bring into their neighborhood. I think it's pretty clear to me that, although there may be some kinks that will have to be worked out – of course there may be small or big problems that will have to be worked out, but to me I think it's pretty clear we're hearing in this room that the benefits of Rose Rock School expanding is going to far outweigh the costs that might arise. The Waldorf school movement is an international movement across all colors, all nationalities, class lines. This is one of the fastest growing private school movements in the world. I would really encourage Norman to embrace this opportunity to give permission to this school. Thank you.

19. George Ahmadi, 502 N. Park Avenue – I also happen to be the lesser half of my wife, Shanah Ahmadi. First of all, I really wanted to thank the neighbors. We received the letters of protest and I wanted to go on record and thank the neighbors for expressing their support for the school, its philosophy, but not necessarily agreeing with where it's going, and I just wanted to openly thank them for that process. I wanted to touch on a couple of issues that we brought up. First, the issue of off-site parking. I spoke with Rocktor Properties and they did speak to their owner and they have confirmed that they will provide off-site parking on a contractual basis. We could not work out the complete details because that was an issue that was brought up quite late and to talk to the owner and talk to the property manager and get the okays, it was rough. I also do have a brokerage firm basically working with in case this falls through, because we believe it's a valid concern and we wanted to let you know that we did address it. The issue of financial solvency came up. I know that in our PUD we have this number of 275. Our business model actually, in the first two phases, works with 50 children. We can be covering our overhead and also, at the same time, pretty much meet our demands and have money in the bank for parties. I did want to address this, because I think in a lot of the letters we just didn't know what their financial situation was. The situation is really good. We believe in slow growth. My wife and I started the business out of our school. It has been slow growing. We do not have

the capacity to have any more simply because our regulatory bodies just allow us to have 11 and we reached 11 very quick. One of the things that we purport together, and also as a board, and the reason why we became a non-profit tax exempt status organization is so that we would have that sort of financial oversight by more than just one person – that we would have the board looking at this and making decisions, so it's not just Shanah or myself in these cases. Also, I wanted to address the issue of the R-1. When we started this process – we are very green (no pun intended) to the zoning process. My wife came in by herself. No architect or representation, listed out her criteria, what she should do, and we were advised by the City that we should go forth this way. It was only after that Pre-Development meeting that we were let to know about certain codes under certain provisions. I just really wanted to say that there was no intention of bait and switch. There was no misconception about that. We were not trying to mislead people. We were trying to be as forthright as we can, and also to work within the City parameters. But, to be honest with you guys, we're very grateful we've had Jack, because it's quite confusing at times for the lay person. So if that miscommunicated to the neighbors, I apologize about that. The issue of my wife and I living at the property – I believe Lifeways purports itself in the fact that the teacher represents the ways of life – the normal things such as doing laundry and whatnot. That's why the idea of us living there and seeing the children have this is sort of an important issue. I just wanted to clarify that a little bit more. Also, the issue of growth – because I know the number of 275 has become a real challenge for everybody. We have a hard time actually explaining to our own board as to why we can't grow faster. We cannot grow into a grades system without a healthy kindergarten and a healthy kindergarten needs a healthy pre-K. A healthy 2nd grade needs a healthy 1st grade. Our growth is completely dependent on what kind of demand we have and, really, we applied for the PUD so that we wouldn't have to be here again. We wanted to basically plat the land and get this process over and, at the same time, present this vision that we have. I assure you our growth is very slow and is based on sustainable patterns. We are not planning on finding $4 million somewhere and just have this building and wait for kids. We are growing slow, methodical, and we'd like to just say that we'd like to be welcomed in the neighborhood – and I know we are, and I apologize that some of us are on different sides of the issue. But I want to thank the neighbors and thank all of you. Thank you.

20. Kara Joy McKee, 113 ½ Castro – Norman, Oklahoma is my home. I love Norman, and I know many of you from working in previous years through many of the City committees and being present at City Council meetings and serving on committees such as the Community Development Block Grant Committee and others at the City to make sure that Norman grows and develops in ways that work well with the citizenry. I work for the Oklahoma Food Cooperative and I've had the opportunity to work with a lot of communities all over Oklahoma that are dealing with a lot of different challenges. Right now my work takes me a lot up to Oklahoma City and one of the big things that I get to brag about about my home town is the Rose Rock School and time and again I meet parents who wish that they had that in their community, as the woman from Tulsa spoke. I've also worked on the board of the Oklahoma Sustainability Network and the Waldorf method and the Lifeways method fit very well within exactly what George Ahmadi was just speaking – the slow growth model that allows us to develop organically, slowly and bringing in things in a way that makes sense for the neighbors. When I read some of the letters of protest I was concerned and thought that there were big differences, and then hearing the neighbors speak today I'm actually encouraged to see that we actually have some of the exact same concerns. I consider myself a member of the Rose Rock community because I hope that someday I will get to have children that can get on that waiting list. My 3 year old god-daughter is in the queue – she's up next to be in the Waldorf school and I couldn't be more excited, because I know what that will do for her and for her family and for our community for her to be a part of the Rose Rock School. When I hear the concerns about the PUD and the traffic and I talk to these parents, I see that they are, in fact, the very same concerns. We don't want to see a strip mall there. We don't want to see a Seven-Eleven there. We would prefer people were driving their cars less and there wasn't a

need for a gas station. When you see these professional adults – I know this is a shift for a lot of people to think about professional upper-middle class adults that chose to ride their bicycles – but there's a deep concern here for the community and the way that it develops. When you talk about the comparison between Norman High School or Cleveland Elementary and the traffic that the Rose Rock School would see, it really is very different because the parents in the Waldorf method are just as much learning as the students are. I know parents who have wanted to have their children in the Rose Rock School but they weren't ready as parents to be on those committees, to be committed to helping develop the school and that is what it takes to be a part of the Rose Rock School. It's very much a community. Dr. Pailes, I saw the look when we were talking about traffic and getting the parents to not park on these streets. Being a good friend of Shanah Ahmadi, I laughed to myself, thinking they don't know Shanah if they think they can just park anywhere, because it's so important to be part of the community in Waldorf and to work together, whether it's the grass, the grounds, the traffic. Anyone that's accepted into the Waldorf community is coming here specifically because those are the things that they care about, and good relations with the neighbors is very, very integral to the situation of the school. It's not that the school is going to be here separate and apart – the school wants to become a part of this neighborhood. I'm glad that these neighbors are here and we are getting to meet each other and talk about that. I've had the opportunity to meet many adults who grew up in the Waldorf method from a school in Wisconsin. When I was traveling abroad studying in Ecuador, I met a lot of young adults who grew up in the Waldorf method and they were not afraid to learn anything. No subject was taboo. They weren't afraid of algebra. They weren't afraid of English because the methods adjusted to them, and the parents were involved. I see Waldorf and the Rose Rock School not as just an opportunity for new ways for our children in Norman – and I grew up in the Norman school system and I love it. I love Norman. I see it as a new way for us to develop more good citizens of Norman and I hope that you support the PUD and all of the development of the Rose Rock School. Thank you for your time.

21. Libbi Holbrook, 216 Foreman Circle – I wanted to start out my remarks by saying, if you're doing laundry on-site and this thing goes through, I want to be the first to drop mine off. Please. I do have just a few remarks with regard to the proposed zoning change. My first has to do with the several comments that we've heard about, well, if we don't allow the school to go in here, they've already bought the property. If we don't allow the zoning change then what happens to this property? It's for sure going to go commercial. We're going to have a gas station. We're going to have a strip mall. I would just propose that with the original pricing of the property when it was put on the market with the start bid at $1.2 million, I believe if I'm not speaking incorrectly here – my memory is not as good as it once was. That sort of automatically put the property in on a commercial or an institutional standing, because for most people who are interested in residential property, that price tag is not something that you're going to get a return on your investment on, even if you hold it long term. That's not a feasible alternative for most of us. However, with the actual sales price, I would just like to say that if this property doesn't end up going for an institutional use, I think that there are now residential buyers who may be actually interested in a property at that value, and I'm speaking just from discussions that my husband and I have had about purchase of the property. That was my first thing that I wanted to talk about. I think we're really talking about scare tactics, and saying well it will be used for a commercial purpose if it doesn't go for this institutional use. I would just like to say that I believe, personally, that that is not the case. Secondly, I just have a few additional comments about traffic that I don't think have been addressed, and I'm not going to rehash what has been addressed several times. I agree with all the concerns that have been stated. But something that I don't think we've yet considered is the synergy of all the schools in the area. I think if we were just talking about Rose Rock School that would pose some issues with traffic on Main Street and on some of the side streets, possibly for a small period of time. But when you also consider the proximity to Norman High School, as well as Cleveland Elementary, some of the also close middle schools, there is a traffic issue that will have to be addressed. That leads me into my last point and that is just that Norman has plenty of other properties that need

development – that really fit the needs of this type of school and that I would suggest are possibly even already zoned for this type of use. You guys have talked about parents biking to school, which I think is fabulous. We have a bike trailer. We love to use it. But that area of Norman is old. It doesn't have bike lanes. It doesn't have sidewalks, for the most part. There are some issues with that area of Norman that don't make it a perfect location for any type of school, if you're going to have pedestrian and/or bike traffic. We certainly, in the neighborhood, don't deny that education is very important and having different types and different alternative forms of education make Norman a place. I don't argue with that at all. You don't hear any of us talking about Rose Rock School or the curriculum. I think what you do hear is people talking on behalf of Rose Rock School and the curriculum – but not about this particular location. Gotta have it here. Gotta have it here. I would just really like to say that encroachment into a long-standing valuable residential neighborhood is just unnecessary and we feel like it should be denied. Thank you very much.

22. John Beedon, 1135 N.W. 39th in Oklahoma City – My 3 year old son attends Rose Rock School and we are planning to move to Norman and I can say that I would promise to not park on anyone's street, unless we were fortunate enough to purchase a home on one of those streets. Thank you.

23. Nicky Halterman, 1210 Oklahoma Avenue – As the more observant of you in the room will have noted, I am 15. I'm in 9th grade. I go to Norman High. I would like to address a few points that have been brought up. I was fortunate enough last year to attend a Waldorf school for my 8th grade year. That was the only year I attended a Waldorf school and I can say without reservation that it's the best thing that has ever happened to me in my life. It was incredibly eye-opening and it was unlike anything that I've ever experienced before in this room. I have to say, for many of you who have brought up fears and might be believing that this talk about community is just sort of a smokescreen to try to cover up the real issues, you haven't seen anything like a Waldorf school before. The community is not something that can be ignored; it's one of the most powerful things I've ever experienced in my life. The culture has such an ability to overcome these sorts of obstacles that have been brought up. I really think that these issues can be overcome by the sort of synergy that comes with this Waldorf school. The one issue that I want to address from the negative is the issue of parking. I have to say that fear is born of ignorance and two people in this room have made it their life's work to understand the problems caused by traffic, and they have attempted to enlighten the people of this room on the issues caused by traffic. It is up to every person in this room whether to decide to believe them or believe their own hunches about traffic. If you want to, you can trust them and you can recognize the work they have done to mitigate the problem, or you can hold onto the fear. It's up to every person in this room. I'm not an expert and I'm not a homeowner and I'm not a parent – but I am a 15 year old and I am a student. I'm here to tell you, as a product of a Waldorf school, how incredibly important it is to support this endeavor. Because a Waldorf school, I wholeheartedly believe, is the best thing that could happen to Norman, even though I am a big fan of trams. I really do think that we do need to support this. I'm not going to pretend that there are no consequences from this. I do believe that cars are going to drive by your house. There are going to be miscreants who are going to park in front of your house during sporting events. Maybe the grass is going to be a couple shades browner than it was before. But the important thing is that we have to look at the fact that those are problems that can be solved. Those problems can only be solved if we let the school exist in the first place. I think it's a far worse thing to kill everybody person in this room's dream – every person who has come up here and spoken as a parent has a dream for this school. I think it's a far worse fate to destroy every one of those dreams than it is to have to confront these problems. They'll never exist if we don't overcome the fear of those problems and allow the school to go forward in the first place. Traffic can be solved. Schedules can be staggered. Lights can be put in place. But you can never fix problems that never exist. You can never build a school if you won't let it be built in the first place. Finally, I have to say, people in this neighborhood, you might see consequences.

There might be things that you're going to have to deal with. There might be some small share of the burden that you're going to have to take. But I'm up here as a former student and as a resident of Norman to implore each and every one of those people, from the bottom of my heart, to take on that share of the burden so that 30 years from now I can look back at Norman and be proud to come from here, and that 30 years from now every one of those students on that waiting list can look back at Norman and be proud to have come from Norman and someday bring their children back here to go to a school that's comparable to any school in the United States.

24. Lance Lobban, 233 Foreman Avenue – I still have concerns. I'm an engineer also, so I can't bad-mouth the engineer. I still have concerns about the traffic. I exit Foreman Avenue across Main Street sometimes. I ride my bike when I can, but it's tough to get across there in the morning, and I think it will be tougher – it's a busy street. It's not like residential streets around a lot of the other schools. I think it will be a challenge for the traffic. I think a couple of things that could be done is to leave the zoning residential and to keep the school smaller. I agree with what Dee said earlier, that maybe 150 is a size that people could easily live with. I don't know the zoning regulations or the rules. But if it works easily at that size, then maybe you can talk about letting it expand later if the traffic plans are not bad. The school sounds like a great thing – I'd like to see it in Norman and even on that property if we can be assured that the traffic problems are not going to be an issue. Thank you very much.

25. Jim Long, 447 College – I certainly understand the concerns of the people who live in this neighborhood. Gosh, all you have to do is look at that aerial photograph up there and you see that they've been living there with a 3-acre private garden and nothing you could do with this property would not make things worse for them. I mean, because this has been sitting there – just this beautiful secluded spot. But I've got to say that I think almost every elementary school in Norman is located in a residential neighborhood. This is where we put schools – in our neighborhoods. And we live with them. And it's probably a good thing. This is where schools belong. So I think this is something that this neighborhood will adapt to and learn to live with. I, like most people in Norman, have driven by that property for as long as I've lived here and admired it and coveted it like everybody else. As Mr. Maguire told us, this was the only opportunity they had to keep that property somewhat intact. This is a Norman landmark. I think that we should be very happy that this has happened that those wide oak trees along Main Street are going to stay there and that beautiful white structure back there is going to be there. I think this is a very good use for this property and I think it is a use that the neighborhood will come to appreciate. Thank you.

26. Kevin Faulkner, 512 Manor Drive – The two major things that I really want to say while I'm up here is that, if I have been following this conversation correctly, the major question about changing from the R-1 to the PUD was about the ability of the folks who operate the school to live there and to fully manifest the idea behind this model of education. So even if that request is denied, it's still possible for the folks to go on with the school. I don't know if that's going to affect the ultimate maximum student size, but simply blocking the motion is not, in itself, going to prevent these traffic problems from happening. I think it's important to note that, again, the plan and projections are to allow for room for growth into the future – to plan for future growth when and as it is necessary. I know Shanah and George are people who are interested in talking to people and in working things out. This is a forum for addressing a lot of issues, but I also know that the Rose Rock Foundation would be happy to work these issues out in actual dialog and not have to use up the time of the Commission here and everybody else. I do think that these issues are appropriate and do need to be addressed.

27. Wanda Helms, 1225 Salsbury Street – Just went to the doctor last night. I have bronchitis and sinusitis, but I felt it important enough to be here tonight. I've listened to all the concerns. I've listened to all the supporters. But one thing I haven't heard – First of all, I didn't even find out

about this until Sunday night. My neighbor didn't know. My neighbor on the other side is the one that called me and told me. Something is wrong with that. I heard at the beginning of the meeting 38% were against this. I can tell you if people had known about this, it probably would have been more. I don't understand why we weren't told. It just seems wrong. A few things I have issues with – one is traffic. One thing I have not heard about being addressed tonight is what happens in winter? I've heard about, yeah, we want to ride our bikes. We want to walk. What happens if it's pouring down rain and it's 13 degrees out? Do you walk? Do you ride your bike? No. I think you get in the car and you drive. Okay. So then we have more traffic problems that – oh, my goodness – they weren't addressed before. I think it's an unrealistic expectation to think that every single parent is going to drive every single day of the year – or walk or ride bikes every single day of the year. I think there is a time when they will be in their car, they will be driving, and there will be traffic issues. Also, grandparents will be coming to functions. We have to consider outside the immediate family – there will be other family members coming to events. So, again, more traffic. I also want to point out there is no one here that supports this that lives in our neighborhood. Everyone who has come up here – I heard an aunt that lives in the neighborhood, but she wasn't here. No one who supports this school lives in our neighborhood and I feel like our concerns are being shoved aside and not listened to because – and I'm not saying it's not a good school, but I'm saying I don't think we, in our neighborhood, are being heard. Also, Nicki asked that we take an active part in supporting this. Well, he can take an active part and pay my mortgage. Also, the artists's rendering – where is it? I've not seen an artist's rendering what this school is going to look like. All I've seen is a little sketch. I would like to know what this school is going to look like. That hasn't been addressed either. Anyway, I would appreciate a vote against this school. Thank you.

28. Christopher Crouch, 4202 Briarcrest Drive – I've lived in Norman for 17 years now. I moved here in middle school. I did attend public school in Norman and I attended the University of Oklahoma. During my time in Norman I've found four values that I think contribute to the Norman experience, and why we really feel that Norman is a special place: education, diversity, community, and beauty. I believe that the Rose Rock School will contribute to all of these values. I hear again and again this evening people saying we love the Rose Rock School – we love your idea – we just don't want it here. I really feel disturbed by this "not in my back yard" sentiment. I feel that is incompatible with what makes Norman so special. If the Rose Rock School isn't in this location, it would be in another location and we'd be having the same dialog with the people in that neighborhood saying the same things: we love the idea, we just don't want it in our back yard. I think this school is essential for Norman. I think it's a great benefit to our community and I feel that this is an ideal location for it. It is integral to the school's concept that it be centrally located and that as many of the parents as possible will be able to provide non-automotive transport for their children to the school, and I think this is an ideal location for it. Thank you.

29. Dr. Dolores Bigfoot, 119 North Foreman – I am in the Department of Pediatrics at the University of Oklahoma Health Sciences Center. I have lived in Norman 30 years. My wonderful, perfect children are products of the Norman Public Schools and I am very proud of the fact that they have accomplished much in their personal and professional endeavors and they could be in front of you today and be very articulate and express very eloquently the learning and the understandings that they have about who they are and their relationship in this world. So I commend the Norman Public Schools for their ability to produce wonderful human beings. I don't want it in my back yard. I live at 119 North Foreman. I have a school in my back yard, literally, and they are not good neighbors. I have lights that come through into my family room and into my bedroom. I have trash in my back yard. I have traffic with the big delivery trucks, school buses, what have you, that are right in my back yard. I don't want a school in my front yard. I am right there off of Main Street and Crossroads school – Head Start – is in my back yard and I think that one school in that neighborhood is enough. I don't think we need another one across the street from me. I am an educator. I am a child psychologist. I have a great love for

diversity. I enjoy the ability to be in a community that values many of these things, but I already have a neighbor in my back yard that is not a good neighbor and I heard all of the wonderful things that particular neighbor was going to do when they converted that building into a school, and it was not successful for me as a property owner and as somebody that banks that property. So I will tell you I am not happy about this at all. I don't like the traffic. I have lived on Foreman for 30 years. I know what it's like when the students get out of school. I've never seen anybody have sex in a car – that was one thing I have never seen. It's wonderful when parents monitor their children – I love the neighborhood and I would like it to remain in a residential way so that we can have more families in the neighborhood and that we could benefit from friendlier relationships. Thank you.

30. Jim Miller, 1712 Holliday Drive – I've lived here 76 years. I haven't heard anybody else say they lived here that long. I assure you that the traffic problem that will be created by this school being where it is is tremendous. As I say, I've lived here 76 years and I've seen Main Street go from a dirt road out there to now a very busy street, to say nothing of what it will be if there is a school there, especially on Fridays. Forget going down Main Street on a Friday. Also, I haven't heard anybody address the cost of a traffic light in front of this school. Traffic lights are very expensive and it's going to come out of the City coffers when they have to put a traffic light there, to say nothing of the backing up of the traffic. This is a beautiful spot. We've all seen it; we've all loved it. The gentleman has taken excellent care of it, but now he has to sell it. His wife is gone and he doesn't want it any more. But, as Libbi pointed out, there hasn't been anybody make an offer for it for the price it was except this Rose Rock School. And, by the way, nobody's against your school. Nobody is talking down on your school. We're talking about where it is. You don't live in the neighborhood like we do. I live on Holliday Drive and Sherry, and I still have cars go by all the time from Norman High School like a bullet. We've even had traffic cops sit there to catch the kids going through to try to avoid Main Street. They don't catch very many because all they have to do is catch one and the word goes out – don't go down there for another few days. It's right back again. It doesn't take very long. Two hundred and seventy-five students – I have two kids that live behind me where I live and when I'm out in my back yard I can't hardly hear anyway with two kids, much less 275. There's a real noise problem there, in case you don't realize it – you people that don't live in our neighborhood. Most of these schools have playgrounds that seem to absorb a lot of the noise. This area is too congested to absorb all that noise that many kids can make. I love kids as much as the next person – I just don't think this is the place for a school. There's many other locations in town that Rose Rock can purchase to put your school in. I understand this particular property was bought by a woman who gave it to the Rose Rock bunch and, of course, you don't want to turn a gift like that down. I'm certainly not in favor of – and my neighbors are not in favor of a school being there. Nobody has addressed the fact that if a fire truck – if they do what they're talking about there with this circle, the gentleman told me a while ago that used to live there that he's had a fire truck and an ambulance go in there many times. Well, that's fine the way it is right now. But what about when you make it into the street like they're talking about and park cars all around that circle? You're telling me that a fire truck can make that curve? I don't believe so. The traffic engineer did traffic on Main Street only. He didn't make traffic on the whole neighborhood – Foreman, Crestmont, all the streets that they're going to be parking on, I assure you. When Earl Amerine, Jim Sheely, and Frank Foreman built that neighborhood, they had no intentions of doing anything with that area where the school is going to be. That's why they built around it. The whole neighborhood is built around that spot. The gentleman who built that house with the Johnson Dairy people – and he would turn over in his grave if he knew this could be a school. That's about all I've got to say. Thank you.

31. Cristi Miles Bullard, 302 Foreman Avenue – Tonight I've heard people trying to tell us that we're against this school. We're not against the idealism of this school. We're in the reality of making sure that our traffic problems and zoning problems are faced before the problems occur. We have Jackson grade school. We have Cleveland Elementary School. We have

Norman High School. And we have this other little preschool that nobody ever mentions or thinks of. There is no safe place for our kids to ride their bicycles or walk to and from school any more. Norman has gotten too big with the main corridor in and out of central Norman being Main Street. I think that our Commissioners really need to study this with our traffic department. Our traffic department has not taken this under consideration or it has even been brought up to them. So I move to have this deferred for at least 30 days before the Planning Commission takes a vote. Thank you.

32. Brendan Furneaux, 3850 Lewis Street – I just now turned in my paper, so I think you all will be happy to hear I'm the last one. I've lived in Norman for 23 years. My 3 year old daughter will be attending Rose Rock in the spring, I hope. I would just like to say that I can make a promise that I heard at least one other parent make. I'm not going to park in front of your house. I don't even own a car. I will be riding my bike in the snow if I need to. Also, I'd just like to point out, in addressing that comment, that there is a city bus route that goes along Main Street right there and I believe there's a bus stop right there at Main and Wiley, which is another non driving a car option to get there. Without taking up any more time, I'd just like to put in my support for a yes vote. Thank you.

Chairman Sherrer noted that during the break a letter was submitted by Christian Pitt, 1630 Cruce Street, and that will be made a part of the record.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Boeck – I appreciate all the comments, all the information and all the feelings and caring. I've been in Norman for 40 years – came here to go to school. I love this community and love the schools that are here. I love the idea of this school, although my kids all went to Gingerbread. But, having said that, living in the neighborhood and seeing what Gingerbread generates in terms of traffic – maybe it's a different kind of parent – but there's a lot of vehicles and there's a lot of cars sitting on all the streets along there. Two issues that I have with this are the fact that, one, Main Street is a horrifically busy street. You're talking about putting a light in there, but the traffic that's generated during school, after school, during the day is immense. I love this piece of property. Obviously it was unaffordable for me. I love the idea that it's going to become something more – or could be something more than a convenience store, because I'm tired of that. The problem I have, because I've seen this in my neighborhood, is when you go from residential to PUD to commercial. I don't want to blame the City of Norman, but it seems like it always goes that way. I would like to see how this could work out with the R-1 Special Use, because I feel that's one way of keeping this closer to what it has been and what it was developed as, is a residential. Churches go into special use; schools go into special use. I just have a problem because I've seen property in my neighborhood that – the intent was really good to be a PUD for medical offices, but those medical offices didn't work, so they went back to City Hall and the City Council approved the zoning change to go to commercial, which is allowing all kinds of other stuff to go in there that was supposedly never intended. So that's one of the issues that I have.

2. Chairman Sherrer asked the City traffic engineer to address some of the issues that were raised with regard to traffic.

3. David Riesland, Traffic Engineer – We got the traffic study a little bit later than we would have liked to have gotten it, but that's of no fault of the consulting engineer. I've been on that side of the game, so I know how that works. They analyzed everything we asked them to analyze. To a certain extent, traffic engineering is a bit more art than science, maybe. There's a lot of assumptions that go into play. I don't think the school really even knows where their students are coming from or what direction of approach or departure is going to be. The consulting engineer made a series of assumptions; don't have any problem with those assumptions. They came up with a suggestion that a traffic signal is going to be warranted at

Main Street and Wiley. I heard some discussion about the cost of that signal. It's expected to be about $150,000. The City of Norman has been very progressive on similar type projects – securing federal funding to pay 100% safety costs associated with those, so there's no cost out of the City pockets to pay for that sort of an installation. There are some impact fees that we have decided that the school should contribute toward the installation of that signal; it's minor, because they don't really generate that much traffic when you consider all the traffic going through the intersection. I attended a neighborhood meeting this past Saturday. I heard a lot of concerns about traffic queuing in the neighborhood. I asked the consultant to give me his opinion on where he thought the traffic was coming from and how the queuing was going to impact the neighborhood. Again, it's really his best guess on what's going to happen. Sort of advised the neighborhood that we could proceed with some requests to prohibit on-street parking, if that's what they want to do. That's kind of putting the cart before the horse, I think, because it is going to be a slow growth school. Maybe a couple years down the road they should see is it going that way? Maybe that's something they want to consider. But, based on what we looked at, I don't see that there's going to be the kind of long-term issues that we're going to have to deal with. I think they're all short-term in nature.

4. Chairman Sherrer – I know that often times when there's a light put in that sometimes that becomes a developer cost associated with that when it's not the City plan to do that.

5. Mr. Riesland – They're going to share in the cost. It will be a small share.

6. Mr. Eure – Can I interject? Angelo, the head traffic engineer, in talking about this issue early on made the point that incremental phased plans have the opportunity – correct me if I'm wrong here – to not only pay our fair share, which we plan to do, but also get in line for federal funds, which cover up to 100%. If we're not in a hurry, in other words, which we're not, given our phased development plan, what we would like to see is the City of Norman spared that expense, in other words.

7. Mr. Riesland – Well, that would be our approach moving forward anyway. We would try to secure those federal funds. We've been very successful in the past.

8. Mr. Knotts – David, I heard some vehicle numbers. Sounded pretty low for 275 students and so is that just the first phase?

9. Mr. Riesland – Well, the numbers that were quoted were really coming from the east. He was trying to depict what was going to be coming from the east and potentially could impact Foreman. He didn't talk about the numbers coming from the west. They are higher. His distribution percentage was roughly twice, I think, from the west versus from the east.

10. Mr. Knotts – Was that fully built out? 275 students. 33 cars was the number that I remember.

11. Mr. Riesland – That's the number. Yes.

12. Mr. Knotts – 33 one side and 66 the other – that doesn't sound like a 275-student.

13. Mr. Riesland – What you have to understand, in looking at the ITE trip generation information, when you look at a private school, it projects traffic a little different than a public school. It does take into account that there are more people car-pooling. There are more people using other modes of transportation, too.

14. Mr. Knotts – So this is kind of like economics – you can find something to prove anything?

15. Mr. Russell – Is he calling us weathermen? The total numbers, if you look at it, I think it was 240 some cars in the morning and 147 in the afternoon. Those are during the a.m. peak in the morning and in the p.m. peak in the afternoon. The reason that it's evaluated at that time is – you know, schools let out long before the peak on the roadway, which is what the city is concerned about. What is the level of service during the busiest times of the day? So schools will generally coincide with the a.m. peak as being the busiest time of the day. During the morning, we had 247 total cars coming, which for 275 students makes the numbers, I think is what you're getting at, more reasonable.

16. Mr. McCarty – You did on-site parking evaluation. Right?

17. Mr. Russell – What we looked at mostly was the impact on the intersections. We were asked to look at circulation and so we looked at circulation. On-site parking is largely a function of city ordinances and city codes, if I'm not mistaken. As long as they meet those, it's good. What they have a traffic engineer look at is can big vehicles get in and around? Can traffic circulate in and around? If there's recommendations to make traffic circulate better, then we would give those to them. We did look at it for circulation. So for traffic flow, it's very good. I will say the levels of service at Wiley and Main Street, once the signal is installed and there's 265 or 275 students in the place, it's operating at Level of Service C and better, which is what it's operating at now. So no degradation of level of service noticed at the intersection as far as delay goes.

18. Mr. McCarty – Wiley and the road into this property don't align. So how is this stop light going to work when it's put in in five years or 2016?

19. Mr. Russell – That's a very good question. Normally, when we do anything in the City of Norman, the staff requires and we recommend that they line up with city streets across the way, because that's more normal to people and it's more comfortable to drive. In this situation, because the property line doesn't quite allow them to get completely over there, we do have a little bit of an offset. I think we're fortunate in the sense that it's a school and so it's not continually all day traffic coming out tripping the light. If there's a problem with that, we normally address that by split phasing the two – so the school can come on separately from Wiley. Since the school won't be tripping the signal very often, I really think that will operate just fine if we need to do that.

20. Mr. McCarty – Are these timed lights, or weighted?

21. Mr. Russell – It will rest on Main Street, like most of them do until they get a call on the side street. Main Street is an interconnect system, which means that this signal would have to be tied in with Mercedes and at Berry, and that would say that the Main Street would always get their green when it's more in time with the platoons coming from both intersections. So the side streets will have their opportunities to come in, but only after Main Streets platoons go through. That's how a synchronized system works. So it would be timed in with that. I might mention, the spacing is very good; it's about halfway between both signals, so that's optimal situation to be in.

22. Mr. Knotts – Somewhere in your conversation about the level of service, you indicated that at the full build-out, when you get the signal it will be back up to C level. What does it go to before that? I went through there. I tried to pull on Main. It's not nice now. So I'm wondering why there would be a delay in the installation of that light in order to facilitate the residents being able to get out. I mean, it's going to be really nasty before you get back to C, and C isn't A. It's barely passing.

23. Mr. Riesland – The City is bound by federal regulations to make sure that any traffic signal is warranted before it's installed. It won't physically meet signal warrants until Phase 3. That's why we can't put it in immediately. There is liability that we would undertake if we installed it without the funding.

24. Chairman Sherrer – Just for the record, Commissioner McCarty asked the question if that could be funded privately, and the answer was ...

25. Mr. Riesland – That's what I was answering. Yes.

26. Mr. Lewis – I do have one question, if I can get the City Attorney's office to clarify something for me. The first statement isn't a concern. I think the school is an amazing school. Gosh, I wish I could go there. It sounds wonderful. My main concern is, I've lived my life believing it's not enough to know the letter of the law, you have to know the heart of the law as well. In order to understand the heart of the law, I think it's important to know the intent. So I'm going to ask Leah, our city attorney, and help me on the section – I think 431.9(b)(1) says in the City of Norman in a residential area we cannot park on grass. Can you help me understand the intent of that?

27. Ms. Messner – Commissioner, I think you're referring to our zoning code, which, you are correct, does prohibit parking on unimproved surfaces – grass being one of those. I obviously did not work here when that ordinance was written and put into place, so I can't exactly speak to what the City Council thought when that was drafted. I do imagine that it has something to do with aesthetic concerns and concerns of parking more vehicles on a lot than that house was intended to have occupants.

28. Mr. Lewis – When I'm looking at the proposed PUD, it said event parking shall be sporadic and occasional and shall occur on-site on the southern portion of the site, which is the lawn. That has been a concern to me, because it seems like if we put this into a PUD, we are declaring a double standard. Around the University of Oklahoma, one of the largest employers in the State of Oklahoma, we say during a football game, which generates enormous amounts of money, you can't park on the grass. So why on earth are we even thinking about allowing someone to park on the grass on Main Street? That's just one of my concerns. My other concern certainly is the traffic. It's Main Street. I drive down Alameda every day and there is a preschool that's there – has a minimal number of students, and the cars during the morning are backed up – you can't get around them. I just can't imagine, with a maximum build-out of 275 students, that we're not going to have an issue on Main Street greater than what we already have with the high school and with the other schools that are present. Again, I think it's a great school. But, in this location, I cannot support it.

29. Mr. Gasaway – First, I want to applaud Rose Rock for their concept and their success and it sounds like the parents and the students that are associated with the school are very, very pleased with it. I think that's wonderful. I've lived in a house that bordered a grade school – Monroe Grade School – five years that I lived there was there ever any problem with Monroe. It took me about six months to decide to buy that house because I thought who in the world would want to border a grade school. Six months later, the house was still available and so I bought it and about eight months later the school system put in four of the portable units eight feet from my back yard and I raised holy heck with the city – how could they do that? Well, it's perfectly legal and it turned out fine. Never ever was a problem with Monroe Grade School. So I'd like to assure the residents of that area, to the point that they can, that the school itself will not be the problem – especially, it sounds like, this school, with its unique concepts. I think, however, a big part of the problem will be the traffic. I understand, as I think we all do, that, again, this school is different. But there will be traffic. I think to that extent I need to stick up for the neighborhood. The difference in this school and when I purchased my house next to

Monroe was I got to make that decision knowing full well that Monroe was there. If it was a problem, then that was my fault. I think this is different where we're inserting a school in the middle of a neighborhood. I think Mr. Long was correct; schools do belong in neighborhoods. But I think, typically, they come together or the schools come first and the neighborhood builds around it. I think traffic is a serious problem. I do want to say I think part of the mission of the Planning Commission, besides affording a public hearing where we can hear all sides is where we can help the applicant succeed. But it needs to be beneficial, or at least equal for the residents that already live there. So some suggestions to you all. We're a recommending body and my vote tonight is a barely no. I know that sounds kinda funny. Is no a no, or is barely almost a yes? City Council looks at the comments, probably more than the votes that they get tonight. So what I want to recommend to you all affiliated with the school is to look at those comments that you've heard tonight and see if there aren't some ways to solve those. I know it sounds silly to say find a way to keep the traffic off of Foreman. I don't know how you do that. But I think most of the people here tonight that are in opposition, if you could find a way to do that, would be satisfied. Foreman takes a beating from Norman High School. It starts on Salsbury. I have done it during the middle of the day to avoid the intersection of Main and Berry. I've done it lots of times, and all the high school students do. It's going to be a major problem, not only on Foreman, but when traffic backs up on Main Street to turn into the school, you've essentially reduced it from a 4-lane street to a 2-lane street, and everybody behind those backed up cars then has to change lanes and you've backed up those lanes. I don't know a solution, but I think to get City Council, when you go, if you can come up with some good solutions – they have some ways of compromising sometimes. Maybe consider the school size. I think you've heard lots of comments from people tonight that said if the school is at 150 that makes a big difference to us. It would make a huge impact on the traffic also. You all might consider that. In terms of the zoning issue, I know several of the residents were concerned about that. I asked the Planning Director at our break – I said which of the zoning categories best serves the residents? It's basically a toss up, because if you're R-1, Residential with Special Use for a School and the school does go away, it reverts back to R-1. But that doesn't prevent someone else coming in with a strip center saying I want this to be C-1. It doesn't necessarily protect it. If you go to the PUD for school use only, if the school goes away, that zoning goes away – it's open zoning at that point again. So it's really kind of a toss up. So I don't know which would protect you better. Anyway, those are my somewhat rambling comments.

30. Ms. Pailes – First, compliments to the school. Looking at the plan, the building has a rather irregular shape, which you realize almost immediately is to dodge the mature trees. So they're building around all the mature trees, and that says a lot right there. It's a fabulous concept. It's a great kind of a school. I hope it all works. Having said that, I agree with Commissioner Boeck that R-1 is maybe the way to go, even though that's inconvenient in some way. It doesn't provide total security for the neighborhood that that will remain residential. It seems maybe to provide a little more security for the neighborhood that this would remain residential. So I would vote for R-1. I would vote against the PUD zoning. In terms of traffic, I think you're just going to have to say we've got to deal with it in terms of coming to compromise with the neighborhood. I would think that both the entrance and the exit lanes would have to be at least two lanes wide so parents can park along one side and those people on bicycles could get past them. I can't see how cars and bikes can share the present space. You're just going to have to have more area for parents to park, I personally think. Some of the other issues with that – it has a security gate that opens and closes. Now, I assume it will be open during pick-up times, but I can see a gate that closes between each car to be a problem in having traffic back up if you have a lot of volunteer parents coming to volunteer at a particular time, if you go through one car at a time, you're going to have traffic backing up and you need to deal with that. The gate needs to be further in or something. Phased dismissal sounds great, except that if you have two kids there and they get out half an hour apart either that person stays parked there and doesn't move on or else they circle through the neighborhood and loop back. So phased dismissal sounds good, but it doesn't maybe really reduce traffic for the

neighborhoods. I just think you're going to have to get with the neighborhood and deal with that to keep traffic off of Foreman. I think that's a priority, is to keep traffic off of the residential areas around it. I also think you've got to have a higher fence along Main Street; a four foot fence is going to leak footballs and soccer balls and adventurous little boys. So I think that you're really looking at a higher fence along there just for safety. You don't want pinecones and balls flying into Main Street from the school. It would be my suggestion that the folks from Waldorf go talk to Lincoln Elementary. It's a very similar student population in terms of numbers. It's a very, very similar and analogous physical size in terms of your ground area and they have huge parking problems and a lot of those kids in the area walk, because it's a neighborhood school. So not every kid there is getting picked up; a lot of kids walk and they still have huge pick up parking problems and you have to acknowledge those just are going to exist. As Jim said, we are strictly a recommendation. The Council looks at what we say, but they are not bound by what we do. But this gives everybody a chance to kind of clarify their issues before they go to Council.

Dave Boeck moved to recommend denial of Ordinance No. O-1112-36 and the Preliminary Plat for ROSE ROCK 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	Dave Boeck, Jim Gasaway, Cynthia Gordon, Tom Knotts, Curtis McCarty, Roberta Pailes, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Diana Hartley

Ms. Tromble announced that the motion to recommend denial of Ordinance No. O-1112-36 and the Preliminary Plat for ROSE ROCK ADDITION to the City Council passed by a vote of 8-0.

* * *

RECESS
9:55 to 10:04 p.m.

* * *

City of Norman, OK

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

Master

File Number: O-1213-30

File ID:	O-1213-30	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 6	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	01/22/2013
File Name:	Greek House Rezoning			**Final Action:**	

Title: ORDINANCE NO. O-1213-30 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 37 AND 38, BLOCK 3, LARSH'S UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT WITH SPECIAL USE FOR A BAR, LOUNGE OR TAVERN, AND REMOVE THE SAME FROM THE RO, RESIDENCE-OFFICE DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (768 SOUTH JENKINS AVENUE)

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-30 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 6

Attachments: Text File O-1213-30, O-1213-30, GreekHouse Location Map, Staff Report T & J Fuel O-1213-30, Greek House Aerial Photo, Greek House Protest, 2-14-13 PC Minutes - Greek House

Project Manager: Jane Hudson, Principal Planner

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	02/14/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	03/12/2013		Fail

Action Text: A motion was made by Commissioner Sherrer, seconded by Commissioner Pailes, that this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council , due back on 3/12/2013. The motion failed by the following vote:

Text of Legislative File O-1213-30

Body

SYNOPSIS: The applicant, Mohammed Reza Tajbakhsh, recently purchased the property located at 768 Jenkins Avenue. The current building has six separate exterior doors which might house up to six separate businesses within this building. Currently, the only business on-site is the Greek House Restaurant. The applicant would like to move forward with adding a second commercial business to this location. The applicant is requesting to rezone this site from RO, Residence-Office District to C-2, General Commercial District with Special Use for a Bar, Lounge or Tavern.

ANALYSIS:

C-2, General Commercial District:
This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

The applicant is requesting C-2, General Commercial District with Special Use for a Bar in order to have a bar and smoke shop with a water pipe system, on the west end of the building. The proposal of the bar and smoke shop consists of approximately 768 square feet. Currently, the restaurant is on the east end of the building utilizing approximately 1,512 square feet. The seating area for the restaurant is approximately 720 square feet with 38 to 40 chairs. The remaining 800 square feet in the building is used for storage of supplies for the restaurant.

Parking: The requirements for parking in the C-2, General Commercial District for the specific uses of restaurant and bar are as follows:

Restaurant: 1 parking space per 50 square feet of Customer Service Area (CSA)
Bar or Tavern: 1 parking space per 50 square feet of CSA

At a minimum with the restaurant being the only use, the site requires fourteen parking spaces. The site currently provides nine parking spaces. There are six parallel parking spaces available along the south side of the building, in what is designated as the fire lane area. These parking spaces are not striped or designated as parking. There are three parking spaces at the west end of the building however, these as well are not striped or designated as parking spaces. There is an area at the east end of the building that customers utilize for parking. This area is not legally designated parking as it is in the right-of-way and was not included as part the nine available parking spaces. The applicant stated in his narrative submitted that the restaurant and bar/smoke shop will not be open at the same time. The plan is to close the Greek House at 8:30 pm and then open the bar and smoke shop. However, even with the staggered business hours the parking required for the bar and smoke shop is still short of the minimum required parking spaces.

OTHER AGENCY COMMENTS:

PARK BOARD The request of a Special Use does not require any parkland dedication.

PUBLIC WORKS The property has already been platted. Utilities, streets, public alley are existing. This Special Use will not require any modification to the site which would require additional public improvements.

STAFF RECOMMENDATION: If commercial utilization of this property is approved sufficient parking cannot be provided on-site. This building was built in 1969 and over the years several different uses have been in this building. Staff cannot find records which clearly indicate how the restaurant use was approved in this location as it is not an approved use in the RO, Residence-Office zoning. The RO, Residence-Office zoning designation is designed to provide areas for high density residential development; limited offices, convenience goods stores, and personal service establishments in conjunction with residential uses; primarily in the vicinity of the campus business district. The majority of the area around this business is zoned C-1, Local Commercial District, a less intense zoning district as opposed to the requested C-2, General Commercial District. As

previously discussed, there are existing parking and traffic issues in the Campus Corner area. Increasing the intensity of zoning in an already heavily impacted area creates additional problems for the existing residents and businesses. The properties in this vicinity are zoned C-1, Local Commercial District, RO, Residence-Office District and R-3, Multi-Family Dwelling District. With the existing lower intensity zoning districts present in the area this zoning request for C-2, General Commercial District is considered spot zoning. Spot zoning is contrary to the basic zoning principles which are set to protect adjacent properties. With the lack of parking and traffic congestion already in the area, staff does not support the request to place this property in the C-2, General Commercial District with Special Use for a Bar. Staff recommends denial of Ordinance No. O-1214-30. One letter of protest was received from the immediately adjacent property to the south, which comprised a 4.5% protest. Although the Planning Commission, at their February 14, 2013 meeting, had a motion and a second to approve Ordinance O-1213-30, the ordinance was disapproved by a vote of 0-7. The ordinance comes forward with a recommendation from the Planning Commission for denial.

O-1213-30

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 37 AND 38, BLOCK 3, LARSH'S UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT WITH SPECIAL USE FOR A BAR, LOUNGE OR TAVERN, AND REMOVE THE SAME FROM THE RO, RESIDENCE-OFFICE DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (768 SOUTH JENKINS AVENUE)

§ 1. WHEREAS, TJ Food & Fuel, the owner of the hereinafter described property, has made application to have the same placed in the C-2, General Commercial District with Special Use for a Bar, Lounge or Tavern, and to have the same removed from the RO, Residence-Office District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should not be granted and an ordinance should not be adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the C-2, General Commercial District with Special Use for a Bar, Lounge or Tavern, and to remove the same from the RO, Residence-Office District, to wit:

Lots 37 and 38, Block 3, LARSH'S UNIVERSITY ADDITION to the City of Norman, Cleveland County, Oklahoma.

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

ADOPTED this _____ day of

_____, 2013.

_____
(Mayor)

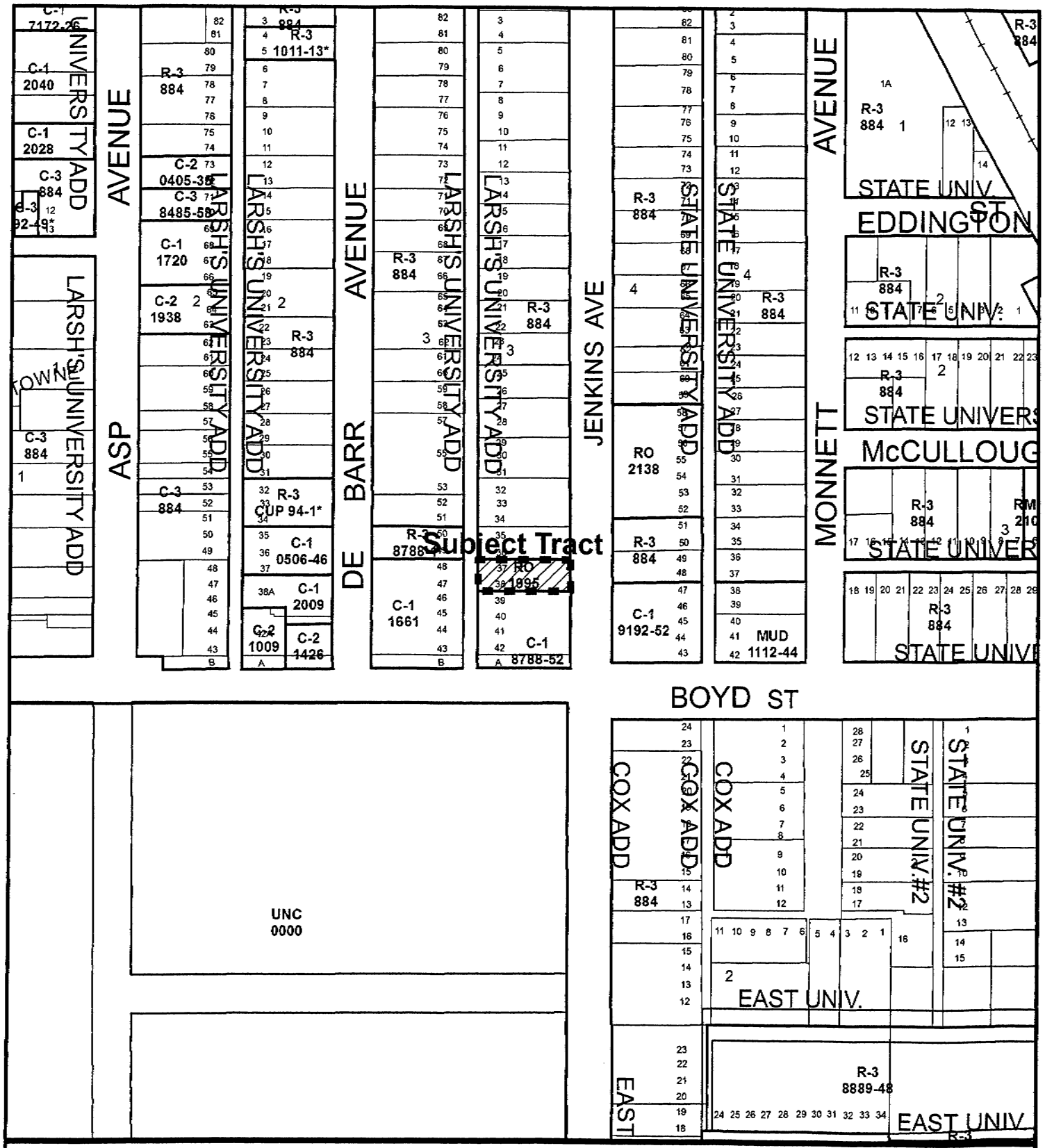
NOT ADOPTED this _____day of

_____, 2013.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Location Map

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

N W E S

December 4, 2012

0 100 200 Ft.

Subject Tract

Zoning

ORDINANCE NO. O-1213-30 ITEM NO. 6b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	TJ Food & Fuel, dba Greek House
REQUESTED ACTION	Rezoning to C-2, General Commercial District, with Special Use for a Bar
EXISTING ZONING	RO, Residence-Office District
SURROUNDING ZONING	North: R-3, Multi-Family Dwelling District East: R-3, Multi-Family Dwelling District and C-1, Local Commercial District South: C-1, Local Commercial District West: C-1, Local Commercial District
LOCATION	768 Jenkins Avenue
SIZE	6,910 Square Feet
PURPOSE	Special Use for a Bar
EXISTING LAND USE	Restaurant and Storage
SURROUNDING LAND USE	North: Residential East: Commercial and Residential South: Office West: Commercial
LAND USE PLAN DESIGNATION	Office
GROWTH AREA DESIGNATION	Current Urban Service Area

SYNOPSIS: The applicant, Mohammed Reza Tajbakhsh, recently purchased the property located at 768 Jenkins Avenue. The current building has six separate exterior doors which might house up to six separate businesses within this building. Currently, the only business on-site is the Greek House Restaurant. The applicant would like to move forward with adding a second commercial business to this location. The applicant is requesting to rezone this site from RO, Residence-Office District to C-2, General Commercial District with Special Use for a Bar or Tavern.

ANALYSIS:

C-2, General Commercial District:
This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

The applicant is requesting C-2, General Commercial District with Special Use for a Bar in order to have a bar and smoke shop, a water pipe system, on the west end of the building. The proposal of the bar and smoke shop consists of approximately 768 square feet. Currently, the restaurant is on the east end of the building utilizing approximately 1,512 square feet. The seating area for the restaurant is approximately 720 square feet with 38 to 40 chairs. The remaining 800 square feet in the building is used for storage of supplies for the restaurant.

Parking: The requirements for parking in the C-2, General Commercial District for the specific uses of restaurant and bar are as follows:

- Restaurant: 1 parking space per 50 square feet of CSA
- Bar or Tavern: 1 parking space per 50 square feet of CSA

(CSA: Customer Service Area)

At a minimum with the restaurant being the only use, the site requires fourteen parking spaces. The site currently provides nine parking spaces. There are six parallel parking spaces available along the south side of the building, in what is designated as the fire lane area. These parking spaces are not striped or designated as parking. There are three parking spaces at the west end of the building however, these as well are not striped or designated as parking spaces. There is an area at the east end of the building that customers utilize for parking. This area is not legally designated parking as it is in the right-of-way and was not included as part the nine available parking spaces. The applicant stated in his narrative submitted that the restaurant and bar/smoke shop will not be open at the same time. The plan is to close the Greek House at 8:30 pm and then open the bar and smoke shop. However, even with the staggered business hours the parking required for the bar and smoke shop is still short of the minimum required parking spaces.

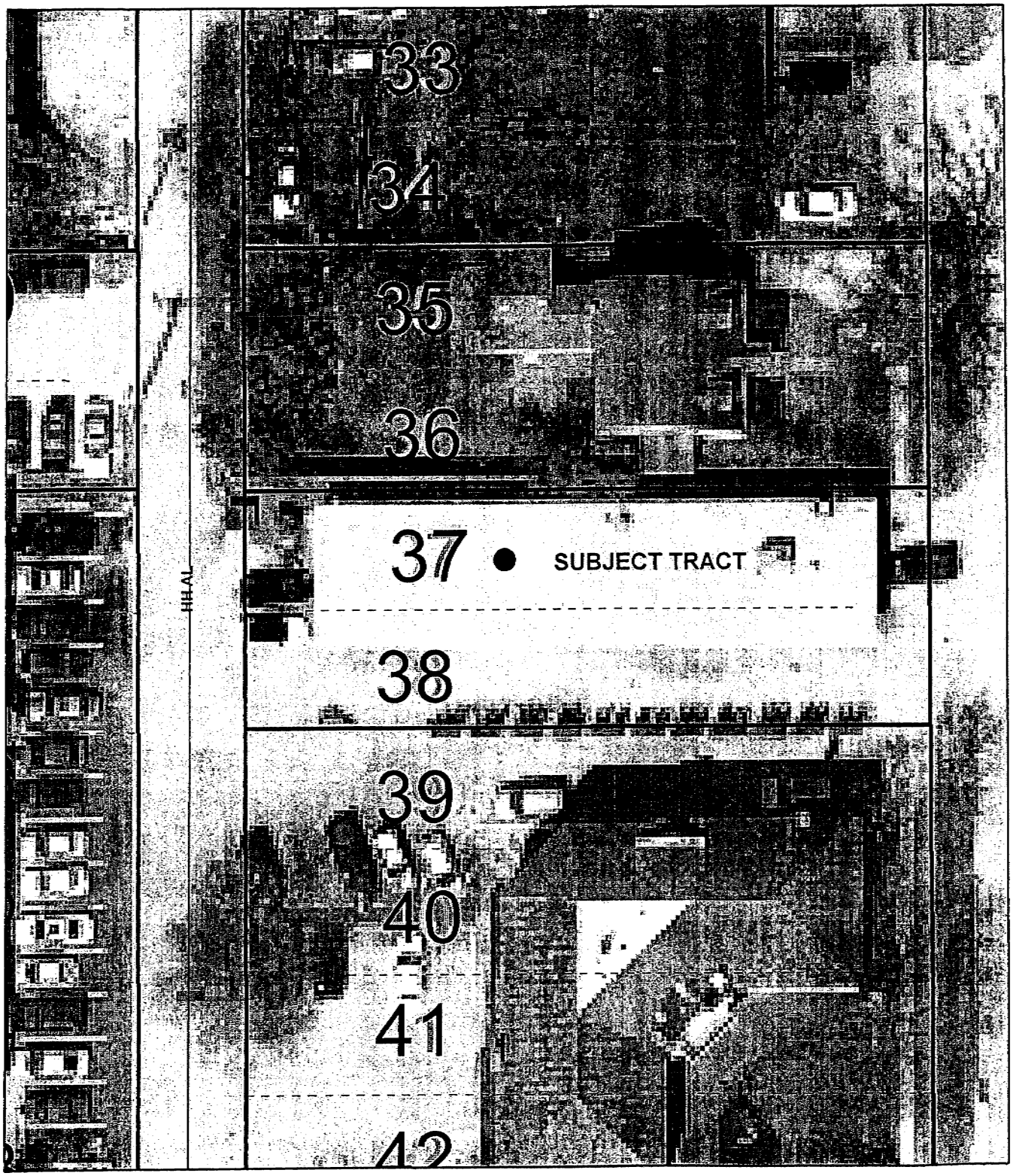
OTHER AGENCY COMMENTS:

- **PARK BOARD** The request of a Special Use does not require any parkland dedication.

- **PUBLIC WORKS** The property has already been platted. Utilities, streets, public alley are existing. This Special Use will not require any modification to the site which would require additional public improvements.

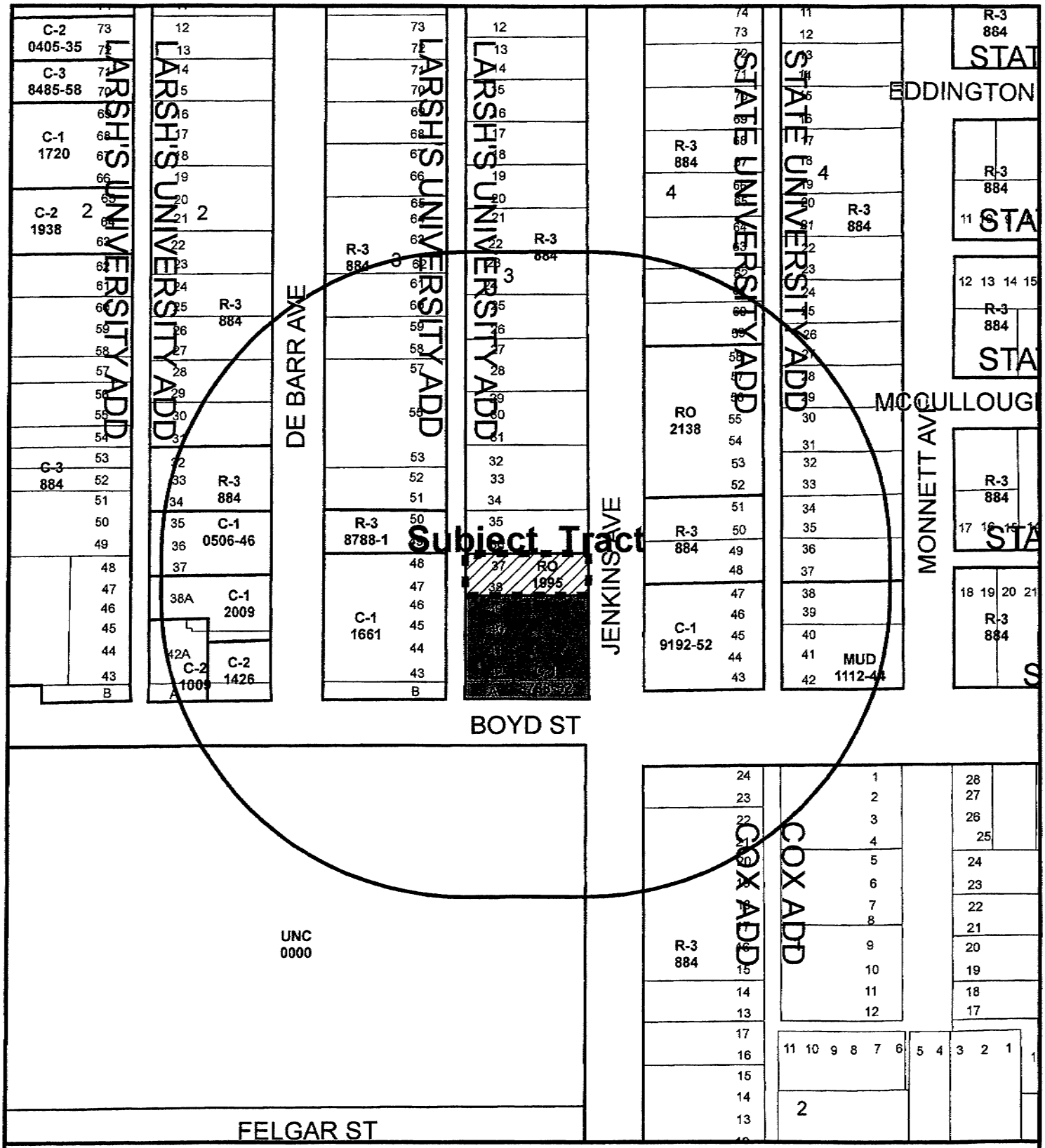
STAFF RECOMMENDATION: If commercial utilization of this property is approved sufficient parking cannot be provided on-site. This building was built in 1969 and over the years several different uses have been in this building. Staff cannot find records which clearly indicated how the restaurant use was approved in this location as it is not an approved use in the RO, Residence-Office zoning. The RO, Residence-Office zoning designation is designed to provide areas for high density residential development; limited offices, convenience goods stores, and personal service establishments in conjunction with residential uses; primarily in the vicinity of the campus business district. The majority of the area around this business is zoned

C-1, Local Commercial District, a less intense zoning district as opposed to the requested C-2, General Commercial District. As previously discussed, there are existing parking and traffic issues in the Campus Corner area. Increasing the zoning use in an already heavily impacted area creates additional problems for the existing residents and businesses. The properties in this vicinity are zoned C-1, Local Commercial District, RO, Residence-Office District and R-3, Multi-Family Dwelling District. With the lower intense zoning districts present this zoning request for C-2, General Commercial District is considered spot zoning. Spot zoning is contrary to the basic zoning principles which are set to protect adjacent properties. With the lack of parking and traffic congestion already in the area, staff cannot support the request to place this property in the C-2, General Commercial District with Special Use for a Bar. Staff recommends denial of Ordinance No. O-1214-30.



768 Jenkins Avenue

1 inch = 28.579412 feet



Protest Map

4.5% Protest Within Notification Area

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

N
W E
S

Scale: 1" = 150'
February 13, 2013

Subject Tract
Protest
Notification Area

Office: 405-701-0676
Fax: 405-310-5075

Delivered via hand February 8, 2013

Keith F. Walker
Oil & Gas Company, LLC

Planning Commission, City of Norman

February 6, 2013

Keith F. Walker Oil & Gas Company, LLC (KFW), as the owner of the historically registered office building at 103 West Boyd, locally known as "Casa Blanca", strongly opposes and protests the application to re-zone "TJ Food & Fuel" dba "The Greek House" from RO to C-2.

Our opposition is fact-based. KFW's property adjoins "TJ Food & Fuel" to the south. "TJ Food & Fuel" has limited parking for their business and their customers and delivery trucks regularly trespass on the KFW parking property. We absorb, with no compensation, increased parking maintenance and trash from "TJ Food & Fuel" operations. At night and weekends, "TJ Food & Fuel" customer cars park on our property almost continually. Given the currently insufficient parking, KFW believes it is impossible for "TJ Food & Fuel" to accommodate the increased parking demand of their expansion and addition of a "bar".

This bar will create a safety issue that remains unaddressed. KFW has ten employees in the "Casa Blanca" building and some regularly work into the evening. We believe it is unreasonable for our employees, especially the females, to be confronted or accosted by persons under the influence in our own parking lot as they leave work. The Greek House in its present status is more of a family restaurant and has a different clientele than the clientele that would be attracted to a bar.

While attending the preliminary Planning Commission hearing, Mr. Tajbakhsh gave no specific plan for his bar. We asked him repeatedly for any plan to accommodate parking, lighting and security. We got NO response to any of these questions. "TJ Food & Fuel" has no exterior lighting and their parking is dark and isolated at night. KFW has a light in our parking lot for our employees, but it is insufficient to provide the necessary security for employee encounters with inebriated patrons.

103 West Boyd St.
Norman, OK
73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 2/8/13

Office: 405-701-0676
Fax: 405-310-5075

Accordingly, KFW respectfully submits that there are strong and convincing reasons to deny this application that would most surely create greater parking congestion and security issues. For those reasons, KFW respectfully requests that the Planning Commission and City Council disallow the "TJ Food & Fuel" application to re-zone from RO to C-2 in this historic neighborhood.

KEITH F. WALKER OIL & GAS COMPANY, LLC

By: Alan L. Stacy

Title: C. E. O.

103 West Boyd St.
Norman, OK
73069

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

FEBRUARY 14, 2013

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of February 2013. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Roberta Pailes Cindy Gordon Andy Sherrer Jim Gasaway Sandy Bahan Tom Knotts Chris Lewis
MEMBERS ABSENT	Dave Boeck Curtis McCarty

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator

* * *

Item No. 6, being:
TJ FOOD & FUEL, DBA GREEK HOUSE

Item No. 6a, being:
RESOLUTION NO. R-1213-95 – TJ FOOD & FUEL, DBA GREEK HOUSE, REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-7) FROM OFFICE DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY LOCATED AT 768 SOUTH JENKINS AVENUE.

ITEMS SUBMITTED FOR THE RECORD:
1. 2025 Map
2. Staff Report
3. Aerial Photo
4. Pre-Development Summary

Item No. 6b, being:
ORDINANCE NO. O-1213-30 – TJ FOOD & FUEL, DBA GREEK HOUSE, REQUESTS REZONING FROM RO, RESIDENCE-OFFICE DISTRICT, TO C-2, GENERAL COMMERCIAL DISTRICT, WITH SPECIAL USE FOR A BAR FOR PROPERTY LOCATED AT 768 SOUTH JENKINS AVENUE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Aerial Photo

PRESENTATION BY STAFF:
Ms. Hudson – The existing land use in this area consists of commercial to the east and west of this site, office designation to the south, as well as the University of Oklahoma, and then residential to the north. The commercial designation would take over the subject tract. With regard to zoning, the subject tract is zoned RO, Residence-Office. C-1 is on the south, west and east, and there is residential zoning to the north. Currently on site we have the Greek House Restaurant which takes up the east end of the building, and the west side is vacant. In examining whether or not an amendment to the 2025 Land Use Plan can be supported, staff has to look at whether changes in the area will be contrary to the public interest, as well as whether or not the proposed change would result in adverse land use impacts on the adjacent property. When reviewing rezoning requests, we have to look at the zoning that would be allowed on that property and how it would impact the adjacent properties. The majority of the area around Campus Corner is completely developed. Any new businesses that come in will go into existing facilities. When this building was permitted in 1969, it was permitted for mercantile and office use with no residential component. At that time, the required parking was 13 spaces. Currently, the site has 9 parking spaces. The Central Core Plan for the Campus Corner commercial area considered the RO district to act as a buffer for the residential properties in that area. Allowing expansion of commercial use into the residential areas of campus, which would be north on Jenkins in this area, could increase the decivilization of that residential area. As noted in the staff reports, traffic and parking congestion in these areas is a problem. The applicant has not demonstrated how he will accommodate the additional parking requirements for the C-2 with a Special Use for a bar. It is important to note also that allowing a Plan change as well as increase in the zoning in the heavily impacted areas does not necessarily stay with this use should the bar not make it and they put another use in there that would be allowed under C-2 zoning. So in keeping with the goals of the 2025 Land Use Plan and the possible impacts of the zoning change, staff recommends denial of the Land Use Plan amendment Resolution No. R-1213-95 as well as the rezoning request for Ordinance No. O-1213-30. Slides show the west end of the building where the proposed bar and smoke shop would go, a house to the north, commercial on the east, the office use on the south side, and another commercial strip on the west. There is a shot of the access point on the south of the subject building, which is very tight. The parking

area in front of the building is not counted as legal parking. There was a protest letter submitted from the property to the south which equated to 4.5% protest.

PRESENTATION BY THE APPLICANT:

1. Nemo Tajbakhsh, representing the applicant, was present to answer questions.

2. Mr. Knotts asked if there are any plans to add parking. Mr. Tajbakhsh said they were hoping to talk to businesses around their facility to rent parking spaces for evening uses. They are planning for half of the available space to be used for the bar, with the remainder used for storage. They believe the maximum capacity for the bar would be 10 to 12 people.

3. Ms. Pailes asked if the Greek House would continue. Mr. Tajbakhsh indicated the Greek House will close at 8:30 p.m. and the bar will open from 8:30 p.m. to 2:00 a.m. and will probably be the most busy on weekends.

4. Ms. Gordon asked about the parking on the east. Mr. Tajbakhsh said there is actually a sidewalk there, so they are not blocking the sidewalk. Ms. Connors confirmed that the parking on the east is actually in the public right-of-way.

COMMENTS FROM THE AUDIENCE:

1. Alan Stacy, representing Keith F. Walker Oil & Gas Company, 103 W. Boyd Street in the Casablanca Building – The building is directly south of the Greek House. We are an oil and gas exploration company that has been in business in Oklahoma since 1951. We are concerned about several issues. I don't know if you have a copy of the letter or not. By the way, I really appreciate you guys coming out. I really had no idea that the City does business at this time of night, and many of you probably have regular jobs, as we do. And the fact that you're doing this is quite an honor. Thank you very much for giving up your Valentine's. We currently have quite a few people on a daily basis. As I was coming over here this evening, I had Greek House customers in my parking lot. I know they're Greek House customers because I waited and watched them walk to the Greek House. During the day, we also have 30,000 more or less – 20,000 OU students who want to park in our parking place. So we have to be fairly jealous of our parking places. After a fashion, the Greek House is more or less a family sort of an atmosphere. I'm actually quite concerned about the addition of beer. I have three female employees, two of whom regularly work late. And if you look at the space, it's really quite secluded, especially at night. It's not really visible. Our building is away from Boyd and a combination of our building and the Greek House is sort of in the way looking at it from the east side. So it's actually quite secluded. Greek House has no exterior lighting that I'm aware of at all. I really don't want my female employees coming out at night and confronting drunks in our parking lot. I don't think that, if they had any business at all – right now they can't really run their business. On weekends they're in our parking lot. I don't really believe that they will run their bar business without being in our parking lot after hours. Even though there may be parking places there, like I say, I don't want my female employees confronting drunks. And so we're quite concerned. And we haven't seen any plan. I mean, it's one of these deals where we want to rezone it for a bar; there's no plan for security, no plan for lighting. Nothing has been stated, to my knowledge, at all. It's just let us do it and we'll let you know how it comes out later. And we don't think that's fair to the people in the area.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Ms. Pailes – Bars adjacent to residential areas tend to generate a lot of people that end up complaining before the City Council because people from the bars behave badly in the neighborhoods. I kind of see as one of our objectives on Planning is to catch the things so that they don't happen and don't end up with people complaining before the City Council. So a bar seems a little iffy. It would be great to have commercial areas in those places that have

been empty. I love the Greek House and it would be nice to have those empty spaces filled, but I don't know that a bar is a really good match and the parking seems to be questionable.

2. Mr. Sherrer commented that the Commission could have separate motions on the resolution and the ordinance. Chairman Lewis indicated it would be acceptable to have a motion for each item.

3. Mr. Knotts asked for clarification. The change in zoning would remain, even if the bar were to close. So the idea that the bar and smoke shop are trying to accommodate with the hours of the Greek House – it's only an accommodation that they've agreed to but not necessarily would be held to. Ms. Connors responded that this is a request for a C-2 zone and any use in a C-2 zone would be allowed once it is rezoned.

Andy Sherrer moved to recommend approval of Resolution No. R-1213-95 to the City Council. Roberta Pailes seconded the motion.

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

YEAS	Andy Sherrer
NAYES	Roberta Pailes, Cindy Gordon, Jim Gasaway, Sandy Bahan, Tom Knotts, Chris Lewis
ABSENT	Dave Boeck, Curtis McCarty

Ms. Tromble announced that the motion, to recommend approval of Resolution No. R-1213-95 to the City Council, failed by a vote of 1-6.

Andy Sherrer moved to recommend approval of Ordinance No. O-1213-30 to the City Council. Roberta Pailes seconded the motion.

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

YEAS	None
NAYES	Roberta Pailes, Cindy Gordon, Andy Sherrer, Jim Gasaway, Sandy Bahan, Tom Knotts, Chris Lewis
ABSENT	Dave Boeck, Curtis McCarty

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-30 to the City Council, failed by a vote of 0-7.

* * *

City of Norman, OK

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

Master

File Number: O-1213-31

File ID:	O-1213-31	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 7	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	01/22/2013
File Name:	O-1213-31 Zoning Amendments			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1213-31 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 422.1 (AMENDMENTS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO ALLOW CONCURRENT SUBMITTAL OF PRE-DEVELOPMENT AND PLANNING COMMISSION APPLICATIONS; REGULATING TIME BETWEEN PRE-DEVELOPMENT AND PLANNING COMMISSION MEETINGS; SPECIFYING NOTICE REQUIREMENTS AND CLARIFYING OTHER SUBMITTAL REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-31 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 7

Attachments: Text File O-1213-31, O-1213-31 Concurrent PD and PC - Clean, O-1213-31 Annotated, O-1213-31 Staff Report, 2-14-13 PC Minutes - O-1213-31 and 32, Pert Exc BACA Feb 7 Minutes

Project Manager: Susan Connors, Director of Planning and Community Devel

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	02/14/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	03/12/2013		Pass

Action Text: A motion was made by Commissioner Sherrer, seconded by Commissioner Bahan, that this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council , due back on 3/12/2013. The motion carried by the following vote:

Text of Legislative File O-1213-31

body

BACKGROUND: In an effort to further streamline the development process, staff is proposing an ordinance to amend Section 442.1 of Chapter 22 (Zoning Ordinance) of the City Code. These amendments will allow Pre-Development and Planning Commission meeting submittals in the same application cycle. The amendment is included for your review.

The suggested amendment was presented to and discussed by the Council Business and Community Affairs Committee (BACA) during their February, 2013 monthly meeting.

DISCUSSION: Currently, the City requires properties that are applying for rezoning, Land Use and Transportation Plan amendments, Certificate of Survey and all forms of preliminary plats to conduct a pre-development meeting before applying to Planning Commission for consideration. Pre-development meetings generally occur on the last Thursday of each month, which then precludes an application from proceeding to the next scheduled Planning Commission meeting. The first opportunity for the development to appear on a Planning Commission agenda would be the following month. This adds approximately 28-30 days to the development process.

These ordinance amendments do not alter any requirement for preliminary plats, rezoning and Land Use and Transportation Plan amendments to conduct a pre-development meeting. The proposed amendments allow a development to submit a pre-development application and Planning Commission application in the same application cycle, which could potentially save an applicant approximately 28 days in the development process.

STAFF RECOMMENDATION: Staff recommends approval of the attached Ordinance amendments. Planning Commission, at their February 14, 2013 meeting, on a vote of 6-1, recommended adoption of Ordinance No. O-1213-31.

O-1213-31

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 422.1 (AMENDMENTS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO ALLOW CONCURRENT SUBMITTAL OF PRE-DEVELOPMENT AND PLANNING COMMISSION APPLICATIONS; REGULATING TIME BETWEEN PRE-DEVELOPMENT AND PLANNING COMMISSION MEETINGS; SPECIFYING NOTICE REQUIREMENTS AND CLARIFYING OTHER SUBMITTAL REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 422.1, Amendments, of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

* * * * *

SEC. 442.1 - AMENDMENTS

1. When a formal application is filed that would amend the NORMAN 2025 Land Use and Transportation Plan, rezone any parcel larger than forty (40) acres, grant a Special Use on a tract, or allow for the issuance of a construction permit for a new Commercial Communication Tower (cell tower), a Pre-Development Informational Meeting must be held before the item can be considered by the Planning Commission. Any applicant contemplating rezoning of any parcel containing less than forty (40) acres may voluntarily requests a pre-development meeting, subject to the same filing requirements. If an applicant has chosen not to schedule a Pre-Development Information Meeting and his application generates a filed protest comprising at least twenty (20) percent of the required notification area, the item must be postponed until such a Pre-Development meeting can be held before the City Council considers the application. (O-0809-14)

2. The purpose of the Pre-Development meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and gain information about the proposed application. In order for the meeting to occur, the following items must accompany your completed application to the Planning Department:

a. The written legal description of the property.

b. A written description of the proposed project which provides details of the proposal, such as the proposed use and the number and type of buildings. The narrative should provide as much detail as practicable, without being lengthy or technical. (O-0809-14)

c. A generalized site plan must accompany any request for commercial, industrial, multifamily, Special Use, or construction of a new Commercial Communication Tower, showing proposed buildings, parking, driveway entrances, landscaping areas, and screening. A 24" x 36" full-sized drawing and an 8 ½" by 11" reduction must be submitted. (O-0809-14)

d. A certified ownership list for all property within a three hundred fifty (350) foot radius of the exterior boundary of the subject request, said radius to be extended by increments of one hundred (100) feet until the list of property owners includes not less than fifteen (15) separate parcels, or until a maximum radius of one thousand (1,000) feet has been reached.

e. A completed Greenbelt Enhancement Statement if required by and in accordance with Section 4-2027 of the Code of the City of Norman. (O-1011-24)

A complete Pre-Development application packet must be filed in the Planning Department by 4:00 p.m. seventeen (17) days before the regularly scheduled Pre-Development meeting. At that same time, an application packet may also be submitted for a Plan Amendment, rezoning, or Special Use permit. By submitting both application packets at the same time, the application will be scheduled for a Pre-Development meeting, and then a Planning Commission hearing in the month immediately subsequent to the Pre-Development meeting.

However, if the application for Planning Commission hearing is not received in the Planning Department with the Pre-Development Application according to the above deadline, the application will be scheduled for a Planning Commission hearing at the time that application is received in the Planning Department.

Pre-Development meetings will be held on an as-needed basis, and are anticipated to occur once a month. Staff will notify all persons identified on the certified ownership list, and will include a copy of the written description of the proposed project as well as any reduced drawings. If an applicant does not submit an application for Planning Commission within six months from the date of the Pre-Development meeting, a new Pre-Development meeting must be held prior to the Planning Commission hearing.

* * * * *

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

ADOPTED this _____ day of

of _____, 2013.

_____
Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2013.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

O-1213-31

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 422.1 (AMENDMENTS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO ALLOW CONCURRENT SUBMITTAL OF PRE-DEVELOPMENT AND PLANNING COMMISSION APPLICATIONS; REGULATING TIME BETWEEN PRE-DEVELOPMENT AND PLANNING COMMISSION MEETINGS; SPECIFYING NOTICE REQUIREMENTS AND CLARIFYING OTHER SUBMITTAL REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 422.1, Amendments, of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

* * * * *

SEC. 442.1 - AMENDMENTS

1. ~~Before~~ When a formal application ~~can be~~ is filed that would amend the NORMAN 2025 Land Use and Transportation Plan, rezone any parcel larger than forty (40) acres, ~~or~~ grant a Special Use on a tract, or allow for the issuance of a construction permit for a new Commercial Communication Tower (cell tower), a Pre-Development Informational Meeting must be held before the item can be considered by the Planning Commission. Any applicant contemplating rezoning of any parcel containing less than forty (40) acres may voluntarily request~~s~~ a pre-development meeting, subject to the same filing requirements. If an applicant has chosen not to schedule a Pre-Development Information Meeting and his application generates a filed protest comprising at least twenty (20) percent of the required notification area, ~~either the Planning Commission or City Council shall require that~~ the item must be postponed until such a Pre-Development meeting can be held before the City Council considers the application. (O-0809-14)

2. The purpose of the Pre-Development meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and gain information about the proposed application. In order for the meeting to occur, the following items must accompany your completed application to the Planning Department:

a. ~~a copy of the deed to the property.~~ The written legal description of the property.

b. A written description of the proposed ~~rezoning (or Plan amendment, Special Use or construction of a new Commercial Communication Tower)~~ project which provides details of the proposal, such as the proposed use and the

number and type of buildings. The narrative should provide as much detail as practicable, without being lengthy or technical. (O-0809-14)

c. A generalized site plan must accompany any request for commercial, industrial, multifamily, Special Use, or construction of a new Commercial Communication Tower, showing proposed buildings, parking, driveway entrances, landscaping areas, and screening. ~~In addition to three full-sized drawings,~~ A 24" x 36" full-sized drawing and an 8 ½" by 11" reduction must be submitted. (O-0809-14)

d. A certified ownership list for all property within a three hundred fifty (350) foot radius of the exterior boundary of the subject request, said radius to be extended by increments of one hundred (100) feet until the list of property owners includes not less than fifteen (15) separate parcels, or until a maximum radius of one thousand (1,000) feet has been reached.

e. A completed Greenbelt Enhancement Statement if required by and in accordance with Section 4-2027 of the Code of the City of Norman. (O-1011-24)

A complete Pre-Development application packet must be ~~received~~ filed in the Planning Department by 4:00 p.m. seventeen (17) days before the regularly scheduled Pre-Development meeting. At that same time, an application packet may also be submitted for a Plan Amendment, rezoning, or Special Use permit. By submitting both application packets at the same time, the application will be scheduled for a Pre-Development meeting, and then a Planning Commission hearing in the month immediately subsequent to the Pre-Development meeting.

However, if the application for Planning Commission hearing is not received in the Planning Department with the Pre-Development Application according to the above deadline, the application will be scheduled for a Planning Commission hearing at the time that application is received in the Planning Department.

~~Such~~ Pre-Development meetings will be held on an as-needed basis, and are anticipated to occur ~~at least~~ once a month. Staff will notify all persons identified on the certified ownership list, and will include a copy of the written description of the proposed project as well as any reduced drawings. ~~This meeting must be completed before any formal zoning or Plan application can be filed with the City, but may not occur more than six (6) months before said filing.~~ If an applicant does not submit an application for Planning Commission within six months from the date of the Pre-Development meeting, a new Pre-Development meeting must be held prior to the Planning Commission hearing.

* * * * *

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

ADOPTED this _____ day of

of _____, 2013.

_____
Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2013.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

ORDINANCE NO. O-1213-31 ITEM NO. 8

STAFF REPORT

ITEM: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 422.1 (AMENDMENTS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO ALLOW CONCURRENT SUBMITTAL OF PRE-DEVELOPMENT AND PLANNING COMMISSION APPLICATIONS; REGULATING TIME BETWEEN PRE-DEVELOPMENT AND PLANNING COMMISSION MEETINGS; SPECIFYING NOTICE REQUIREMENTS AND CLARIFYING OTHER SUBMITTAL REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:
In an effort to further streamline the development process, staff is proposing an ordinance to amend Section 442:1 of Chapter 22 (Zoning Ordinance) of the City Code. These amendments will allow Pre-Development and Planning Commission meeting submittals in the same application cycle. The amendment is included for your review as Exhibit A.

The suggested amendment was presented to and discussed by the Council Business and Community Affairs Committee (BACA) during their February 2013 monthly meeting.

DISCUSSION:
Currently, the City requires properties that are applying for rezoning, Land Use and Transportation Plan amendments, Certificate of Survey and all forms of preliminary plats to conduct a pre-development meeting before applying to Planning Commission for consideration. Pre-development meetings generally occur on the last Thursday of each month, which then precludes an application from proceeding to the next scheduled Planning Commission meeting. The first opportunity for the development to appear on a Planning Commission agenda would be the following month. This adds approximately 28-30 days to the development process.

These ordinance amendments do not alter any requirement for preliminary plats, rezoning and Land Use and Transportation Plan amendments to conduct a pre-development meeting. The proposed amendments now allow a development to submit for a pre-development application and Planning Commission application in the same application cycle, which could potentially save an applicant approximately 28 days in the development process.

STAFF RECOMMENDATION:
Staff recommends approval of the attached Ordinance amendments.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

FEBRUARY 14, 2013

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of February 2013. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Roberta Pailes Cindy Gordon Andy Sherrer Jim Gasaway Sandy Bahan Tom Knotts Chris Lewis
MEMBERS ABSENT	Dave Boeck Curtis McCarty

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator

* * *

Item No. 7, being:
ORDINANCE NO. O-1213-32 – AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTION 19-104; ARTICLE II, SECTIONS 19-201, 19-202 AND 19-204; ARTICLE III, SECTIONS 19-301, 19-307 TO 19-319; AND ARTICLE VI, SECTIONS 19-602 AND 19-606 AND ADDING ARTICLE III, SECTION 19-320 TO EXTEND THE VALIDITY PERIOD OF PRELIMINARY PLATS AND TO ESTABLISH FEES THEREFORE; TO REMOVE THE REQUIREMENT FOR PLANNING COMMISSION APPROVAL OF FINAL PLATS; AND TO REMOVE THE REQUIREMENT FOR PRE-DEVELOPMENT MEETING FOR PROPERTIES SUBDIVIDED BY CERTIFICATE OF SURVEY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Annotated Ordinance

and

Item No. 8, being:
ORDINANCE NO. O-1213-31 – AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 422.1 (AMENDMENT) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO ALLOW CONCURRENT SUBMITTAL OF PRE-DEVELOPMENT AND PLANNING COMMISSION APPLICATIONS; REGULATING TIME BETWEEN PRE-DEVELOPMENT AND PLANNING COMMISSION MEETINGS; SPECIFYING NOTICE REQUIREMENTS AND CLARIFYING OTHER SUBMITTAL REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Annotated Ordinance

PRESENTATION BY STAFF:
1. Terry Floyd – To give you a little background about what we're doing with amendments to both the Subdivision Regulations and also to the Zoning Ordinance, we essentially have four changes in our development process. These are done in an effort to streamline and speed up our timeline for a property that's getting through the platting process and so forth. The four options we'll be talking about tonight are extending the validity of a preliminary plat to five years, and also adding an administrative approval process for an additional five years; the review and approval of final plats solely by the City Council; allowing for Pre-Development and Planning Commission concurrent submittal; and then additionally removing the requirement for a Pre-Development meeting for COS properties above 40 acres. This is coming from the Council Business and Community Affairs Committee. We met and discussed with them and the development community at three different meetings to develop this and get where we're at today on these changes. First Subdivision Ordinance we'll be talking about is extending the validity of the preliminary plat to five years and adding an administrative approval process. Currently, for those of you who may not be familiar, most preliminary plats are good for three years, and if any portion of that is final platted it buys an additional two years, so that preliminary plat is valid for five years. With this change, that would just be a straight five years that the preliminary plat would be good for that; there wouldn't be the additional requirement of the final plat to get those two years. Additionally, we're adding an extension process, very similar to what Oklahoma City does, in that if a preliminary plat is up for expiration, the developer can come in with that plat and, barring what we would consider a major amendment to the plat, which is outlined in the ordinance, then with a $900 fee, formal letter, and application then that could be administratively approved by the Development Review Committee and then, therefore, that plat can then be extended administratively another five years. There is a requirement in this that any plat, as it comes forward to final platting, will comply with any changes in subdivision regulations or zoning or any of our engineering design criteria, land use plan – so, essentially, when that plat become final plat, any of those changes will be adhered to then and looked at. We look at some considerations for this change. We look at it could be a potential benefit to some of our larger subdivisions – those particularly well over 60-70 acres that

may be 10-15-20 years to build out. This could allow them to essentially continue that without sending it all the way back through the process and the costs for the development. Again, with the administrative review, that's just one less time that has to come back through and, when there are no changes, essentially, like tonight there was very few changes to the St. James Park plat so you saw that landed on the Consent Docket.

In the interest of time, go ahead and get to number 2 in our subdivision ordinance amendments. This is review and approval of the final plats by the City Council only. As you saw tonight, final plats are a Consent Docket item for Planning Commission. Generally, barring any major amendments, these plats are looked at by our Development Committee – all the plans and so forth are looked at and forwarded with a recommendation to the Planning Commission. Planning Commission makes that recommendation and it moves forward to Council. With this change, what's going to happen essentially is the Development Review Committee will make that recommendation. It will not appear on your Consent Docket any longer. The Development Review Committee will be responsible for the final plat construction plan approval, and also that will then allow them to issue – or authorize Public Works to issue construction plans. They'll also review the final plat requests for any public improvement deferrals and will make that recommendation to Council. This is being done, again, in an effort to save time through the development process because what can happen is if you have a final plat that you miss the Planning Commission deadline then you're waiting another whole month to show back up for something that is generally a Consent Docket item and we estimate this can save an applicant maybe even 30 days in the development process. Also see this development change as a big help for smaller commercial developments or maybe industrial developments that are on a very limited timeline for opening. Let's say they want to try to be up and have a building permit in 100 days or have a building completed in 120 days – 30 days makes a huge difference.

The third change we'll talk about is the change in the Zoning Ordinance. This is the change that allows a property to apply for Pre-Development and also for Planning Commission in the same application cycle. As you know, today development has to complete a Pre-Development meeting if they're a Land Use Plan change, rezoning, certificate of survey, and all forms of preliminary plats have to go through a Pre-Development meeting. By the time that meeting is complete, they've missed the deadline for that next month's Planning Commission, so that means that's another whole month before they get there, again adding additional time to the development process. This change allows, at the developer's option, to put those applications in at the same time. Again, that is the developer's option. The Pre-Development meeting is still good for six months. Additionally, at times the applicant may do a Pre-Development meeting to gauge the interest of the community, and if they feel that that interest, or there's changes to be made, they may not move forward to the Planning Commission in the same month. So, again, this is just an option we're moving forward to them. It does not preclude the requirement for any of these types of developments to go through a Pre-Development meeting, so I wanted to be sure that was clear as that question has come up previously.

The fourth change we talk about tonight is another change to the Subdivision Ordinance. That's the requirement for a Pre-Development meeting for any certificate of surveys that are over 40 acres. Any parcel smaller than 40 acres in the COS does not have to go through a Pre-Development meeting. We don't get a lot of very large certificate of survey properties. If there is anybody there at the Pre-Development meeting, it's out of curiosity. Sometimes these are family plats or family land and so, again, just an effort to remove that step, particularly in private property ownership. We would say that would be at the option of the property owner and they may or may not go through that process.

I believe I've worked through some of the items. I'll be happy to answer any questions the Commissioners may have.

2. Mr. Sherrer – Talk about how Norman compares with other communities within the Metro. Mr. Floyd – We're about in the middle. Some communities are 1 and 2 years on a preliminary plat. Some have an appeal to the Planning Commission for an additional year and/or the

Community Development Director. Oklahoma City is five years. I believe Moore is 2 with the ability to appeal for an additional year. So ours is already among the longer time periods for preliminary plat.

3. Chairman Lewis – With regard to fees, are we on a comparable scale to Oklahoma City and those communities that you just mentioned? Mr. Floyd – When we talk about plat extension fees, we had a whole meeting on this last month where we broke down analysis of staff costs. Oklahoma City is the only other Metro community that's doing something similar to this. Their fee is $1,200 for this plat extension, but their original plat fee varies anywhere from $2,200 to $2,500. Our plat fee is $150 plus $10 an acre. A $900 fee is something that the development community felt was a fair price for this extension. So that's kind of where we compare on that, too.

4. Chairman Lewis – I guess that sparks a question. Why would we charge more for an extension as opposed to initially filing the plat itself? Mr. Floyd – This was a question that the Community Affairs Committee had as well. What they tasked staff to do was go back and look at what it actually cost us to do this. In our analysis, we came up with any plat with an amendment is going to cost the City $900 worth of staff time. That's maybe a little bit of overhead in there, but that's just direct time cost. So when we try to figure a plat fee, if you maybe just charged what the original plat fee was, in some cases, if you have a development that's 100 acres, if they pay the same initial fee, they would pay well over $1,000 for the extension. So $900 was a compromise and was a fee that the Community Affairs Committee and the development community felt would be a fair and applicable cost. Chairman Lewis – So this was a number that was reached with everybody at the table agreeing to a number? Perfect.

5. Mr. Knotts – Could you talk to me a little bit about the Development Committee? Mr. Floyd – That's a committee that's comprised of the Utilities Director, Planning & Community Development Director, also the Public Works Director, City Engineer, Principal Planner, and Subdivision Development Manager. That committee is who makes those recommendations to you on the final plats that appear on your Consent Docket.

6. Mr. Knotts – If the renewal process skips the Planning Commission, is there a public notice that would be connected to we have this plat? Mr. Floyd – No. Part of the thought behind that is, if the plat is not amended to such a state that it would feel like it needs to go back through the process, it essentially has been heard previously by the property owners and whomever in the area. Mr. Knotts – But you're taking a Pre-Development meeting out of this. We're talking about five years, and five years later it's going to be renewed to something. And that's an administrative decision. I have problems with that, but it seems to me that there should be some public notice in there that would notify – the curtain falls and time passes and the people that live around it – the development that's initially involved in the process that should have some ability to input in that renewal process I would think. Mr. Floyd – I will make note of that. Again, one of the things in the ordinance that is outlined is the plat can only be amended so much. It can only be changed a very little bit before – and if those changes are beyond that scope, then it does exactly that.

7. Mr. Knotts – I have problems with that, too. I'm not a lawyer, but I have seen "My Cousin Vinny" several times. I think we heard enough times from the non-City legal staff that "substantial" and "significant" are not definable and that's pretty wishy-washy and it just depends on who is on that committee or who is absent that day whether something is considered that it falls under needing to have a new process. Mr. Floyd – Again, we worked with the development community on this term. We have to leave a little flexibility in the language for the experts and the developer, in some cases, to reach some sort of decision on this, and there may be times when a change is not substantial.

8. Mr. Knotts – I really have a problem with the ability for the Development Committee to approve administratively that renewal based on what seem to be not very clear criteria. "Substantial" twice; "significant" and we've had that argument from the development community, and so I think that's a problem.

9. Mr. Knotts – I don't have a problem with Item 8, trying to cohabitate or file, but it seems like Item 7 has some real problems in the language. Mr. Floyd – It came up in subcommittee as well and that's why we drafted that language as to what the staff could or could not approve. That was one of those wording changes that we allow in there again to try to give a little bit of flexibility to both the staff and the developer to try to work out – and there may be circumstances where that cannot be worked out.

10. Mr. Knotts – So here's my problem with that. We've been badgered quite a bit by the development community about trying to have some of this flexible language, and now we've put it into an ordinance that essentially helps the development community. I don't have a problem with them, but I think that we need to be as tight as possible in the ability to define these changes that trigger either the administrative process or a new process. I mean, it talks about "minor" and that's such a subjective decision. I'm kind of concerned about that.

11. Mr. Knotts – On 7-9, paragraph (g), close to the end, it says complying with ordinance "occurring from the date of first renewal" – I think that probably ought to be from "first approval". Mr. Floyd – I can ask Legal if there's a difference in the term. Mr. Knotts – If it's from the point of renewal, then there's a possibility that there's a gap of five years of changes that could be slipped by or not adhered to – seems to me. Mr. Floyd – Right. When we move forward to the final plat, those will have to be complied with. So there is that protection there. The preliminary plat is, again, a very important phase of the development process, but those things can also be worked out in the final plat when it moves forward.

12. Mr. Knotts – Then on 7-11, paragraph 21, first sentence – I know in new laws you try to update the language. I'm not really sure that we have "original tracing in black ink". It's obsolete language.

13. Ms. Pailes – You do have to note, of course, that this is a reduction in the role of the Planning Commission, and so Commissioners need to ponder how they feel about that. It's not much of a reduction, because approval of final plats is almost never held up, so it's not a great deal, but it is nonetheless a reduction in the small amount of advisory role that we have and needs to at least be noted, because, of course, the question is is the goal to eventually eliminate the Planning Commission? There is nothing written in stone about the City having a Planning Commission. A lot of them don't. A lot of them don't have citizen involvement at this particular context. That thought at least has to occur to you. Mr. Floyd – I just want to point out that the preliminary plat is still coming through here, and the way our development process works, the preliminary plat is very, very important to the development process. That's where a lot of the work is done and the decisions are first made, and when those changes were made in the development process in 2000, that was part of the change that those came forward to the Planning Commission. I would point that out, but I do understand what you're saying as well.

AUDIENCE PARTICIPATION:

1. Harold Heiple, 218 East Eufaula, representing the Norman Developers Council – Sean Rieger sent in an email earlier, I believe to the Chair, saying that he cannot be here tonight but the Homebuilders Association likewise supports, as do we, the recommendation for approval of both of these. I came to be very short and say we like your recommendation. But I appreciate My Cousin Vinny raising all these points that he's concerned about, and I appreciate Ms. Pailes coming up with a concern about is it an erosion of Planning Commission responsibilities. Let me start out by saying to you that this has been vetted by all the players to a great extent – lots of

conversation by the staff, by a City Council committee consisting of five Council members, and usually there were more than five at these meetings. There was considerable discussion. These things were tweaked and it came in over a period of time. It didn't just suddenly come off of somebody's pen at a desk in the staff room and come forward. So let me try to briefly touch on some of the concerns that you had.

First about notice. There's no requirement for a notice on a beginning preliminary plat. The notice requirement is with rezoning. Norman requires that if you're rezoning you must submit a preliminary plat with it. So that's why you see notice done because you see prelims and rezoning come together as a package to you. So there is notice at the inception before you approve a preliminary plat or send it forward you've had your public notice, you've had your public hearing, and people have attended.

Now, I really do appreciate the fact you recognize that over the years we were very concerned about ordinances that had "substantial compliance" or "minor changes" or "major changes" because of the subjectivity involved. As a matter of fact, that was a concern specifically of several members of the City Council – not wanting to get bogged down in that kind of subjectivity. We worked all through it and we took out a number of areas where that took place. In this one area we agreed that there is no way you can be so specific on what is a list of what is or is not minor or major that you could cover every possibility. We are leaving with the Director of Planning the decision-making as to is it minor or is it major, because if the Director of Planning says it's major then it's coming back to the Planning Commission. It's not the development community; it's the staff member who is responsible for implementing not only the ordinances in the community but the 2025 Plan so that giving that kind of subjective approval and flexibility to a staff member is not something that is at all likely to hurt the legitimate needs of the City of Norman. So you're not putting the fox in charge of the hen house when you're doing that. We feel very strongly that the language in these things has been vetted.

I can understand you look at particular sections and you think, well, I'd suggest changing white to caramel or some off color, but believe me it has been worked over and this business, for example, the $900 fee – recognize that might not be right and said bring it back if $900 turns out to be not the appropriate number – come back and do it; the flexibility is there. What we're trying to do is not to take away the powers of the Planning Commission. We're trying to reduce the undue time requirements imposed by Norman regulations on getting through the pipeline here. That's why we are the most expensive city in the state in which to develop – because of the time it takes. And by not coming back to you with a preliminary plat on an administrative extension is because the fact that it is not changed is something – and final approval of a preliminary belongs to the City Council, not to the Planning Commission, so the only thing you can do is make recommendations. If the Planning Director certifies that there has not been a change, then you really haven't been deprived of something. What you have done is say, thank you. You have saved us, as Planning Commissioners, the time of worrying on something that is just perfunctory and ministerial, because it really hasn't changed.

Let's go back to this idea about five years. Somebody says that if you can't build your project in five years, why include all this stuff? Because all of the requirements of the City for regional drainage solutions, as opposed to localized drainage solutions – all the requirements about transportation – master transportation plans – all the other requirements overall – general land use requirements that have developed within the last 10-15 years mean that the plats that are coming in now for subdivisions embrace many more acres – and these are 15 and 20 year projects. So the question becomes why, then, do you even preliminary plat something that's going to take you 20 years? And the reason is because the City of Norman requires that if I'm going to come in and final plat any part of a tract that I own, I must preliminary plat the entire tract. And there's a good, valid reason for that. And that's because, if I'm going to do a part of it, I've got to put a street in or streets someplace, but if that occupies only a portion of, let's say, a 40 or a 60 or a larger acre tract, then the City has got to see up front where is that street going to come out on the other side – on the far end or on the sides. Because, as we develop, you know that we've got to provide – you can't just stub in and leave it there and not worry about what's going to happen when the rest of the thing develops. So that's why we have to

preliminary plat every bit of the property. The old North Base – 585 acres when it was zoned – came in under one preliminary plat when there was absolutely no idea of what was going to happen out there from the inception. So these are things – these are legitimate requirements the City has had for years and we're not trying to get around those – they're good requirements – they're reasonable requirements. What we are saying is that there has been an awful lot of work put in on this in an effort to say that, really, we do need to streamline and we need to shorten the time in the pipeline in Norman, because time is money. If you're holding up – because you only meet once a month as a Planning Commission. We miss your deadline, another 30 days. If you're paying interest on a multi-hundred thousand dollar development loan, you're spending a whole lot of money just killing time. And we're not asking for things that require a legitimate analysis of land use for your recommendation to go forward. We're asking for things that are perfunctory and truly administrative to go straight on through and let's get 'em done so that we can proceed to turning out product that is on an equivalent costs basis to the ultimate consumer as our other neighboring communities afford to their consumers. With that, it really has been worked over. We owe a great deal of thanks to the staff, especially Terry Floyd who has coordinated this on behalf of the staff. They asked us for some starting points; we gave them. But, believe me, City Council members, staff members, development community – all have had considerable input in this. It doesn't come to you lightly. If something needs to be changed, the attitude is it will be changed, no problem. If that's out of date, that's no problem. That doesn't shut the process down. So please don't tweak the language. We'd respectively ask for you just to say this is a good deal to City Council. We recommend your approval. Thank you.

2. Chairman Lewis – In your opinion, have all vested parties had a chance to come to the table in actually producing this document that we have in front of us. Mr. Heiple – The builders and the developers certainly have. Staff will have to speak for itself, but can't think of any staff members who are typically in the game that haven't been participating in this. But Susan can speak better than I can as far as staff participation. And I can promise you that a majority of the City Council has been involved. Ms. Connors – These are primarily changes that affect Public Works and Planning Departments, and certainly those two departments as well as the City Manager's department have been very actively involved in this. And the Legal Department.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Gasaway – I'll just say I think these are some outstanding changes and I'm glad that we're able to streamline the process a little bit and congratulations to the staff and the development community on a good workout.

Jim Gasaway moved to recommend adoption of Ordinance No. O-1213-32 to the City Council. Cindy Gordon seconded the motion.

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

YEAS	Roberta Pailes, Cindy Gordon, Andy Sherrer, Jim Gasaway, Sandy Bahan, Tom Knotts, Chris Lewis
NAYES	None
ABSENT	Dave Boeck, Curtis McCarty

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-32 to City Council, passed by a vote of 7-0.

2. Ms. Pailes – One can't help note the irony that, if we're extending the time period for plat to five years, that suddenly there is deep concern about 30 days. One can't help note the irony there. Item 8 is about time and the whole point that when this was developed time was the critical element and time between the two – Pre-Development and the Planning Commission –

was of the essence. It came about roughly from some comments by Mr. Heiple that when a plan was before Planning Commission a lot of time, effort and money had already gone into it and to disapprove a plan at that point was really quite a disservice to the development community because so much time and effort had already gone into it. At that point a citizen asked him, well, when is the time to discuss it, if the Planning Commission is too late to discuss it because of the amount of time and effort gone into a plan – when is the time to discuss it and to be critical – because, perhaps, not every development is a perfect match for the neighborhood and that community? Eventually, the response to that was that a Pre-Development meeting was the time to discuss it, before it moves forward to Planning. But you require time in between there. In the Pre-Development meeting, in a way, it raises the flag early for developers and lets developers know that there is a difficulty early in the process before it gets to Planning. It also allows a neighborhood to coalesce and develop an opinion. Everybody has got stuff to do. It takes up a lot of a neighborhood to organize around an issue. They can't do it immediately. To deprive a neighborhood of sufficient time to organize and present their ideas between the Pre-Development meeting and the Planning Commission would be a disservice. The Pre-Development meetings actually have worked. Issues have come up. The developers have decided to accommodate the issues – to change or not – but, in any case, they were well aware, then, of what the issues were. But if they are going to accommodate, they need some time to do this – time to negotiate, time to get back with architects, time to ponder some changes. If they rush straight forward to Planning Commission, they're going to be disinclined to negotiate, to change, to alter things that have been upsetting to the neighborhood or the community. In other words, I think this basically takes all the force and good out of the Pre-Development meetings, because it collapses the time and time is what it's about. The Pre-Development meetings are a time when there can be an effective avenue for citizen input. Shorten the times shortens their effectiveness for citizen input. They can be a great venue for actual transparency, since they're face-to-face meetings. Now, everybody elected in Norman says that their goals are transparency and citizen input, and this is actually something that functions to further both of those goals. So I would definitely vote against this, because, as I said, the space of time between Pre-Development and Planning is necessary to the function of the Pre-Development meeting.

3. Mr. Heiple – Those are legitimate questions. Let me say that, in the preliminary discussions since we've had experience with Pre-Development meetings, as this came up one suggestion was made let's just do away with the Pre-Development meetings. The immediate response among the development group at that time was no. The Pre-Development meetings have turned out to be helpful. No question about it. There is no effort to do that. Here's the problem. You ask for time. If I'm going to proceed under the present thing, I have to file by about the 6th of the month in order to get on a Pre-Development meeting in the 4th Thursday of the month. Let's take February. I'd have to file early in February to get on the February meeting. Under the rules, I can't even apply for Planning Commission – I can't even apply for rezoning until after that meeting. That means I can't get on the March Planning Commission docket, which is three weeks after the meeting – three weeks. I have to go clear to April. Now, what we have found is that, if there is a good distribution of what the applicant proposes to do, and it's suggested in here it will be mailed out with both map copies as well as the text of what the proposal is – it's a whole lot better than what the actual instructions and requirements are today, because when Massie drew up these things – requirements for a Pre-Development meeting – he not only put draconian requirements and expensive requirements on there about what you had to come in with, that just damn near equaled the expenses that had to be made in bringing in a preliminary plat. We pointed that out to them, and there was the same thing that said lawyers can't speak up for applicants at a Pre-Development meeting. And Mr. Massie and I had a closed door session about that and I said we're not going to be coming in with something that complies with the preliminary plat and if a client of mine wants me to speak at a Pre-Development meeting, I'll be speaking so understand that and if we're going to have a problem about that – well, that didn't become a problem, and it's been pretty informal in terms of those sort of allowances. But

the existing regulations that are on there are overly restrictive, so that's what we're trying to do is get out of there. Now, under what's before you now, you apply for the Pre-Development meeting. The notice is sent – you're still on the same timeframe as far as scheduling Pre-Development meeting. You have that Pre-Development meeting on the 4th Thursday of the month. You meet on the 2nd Thursday of the next month, which is some three weeks later. So the public has been brought in. They've had their 15 – 10 – 20 – 15 day notice – whatever it is. They've had a notice about it and they can come in to that Pre-Development meeting, which has been very beneficial in the opinion of those who have actually participated in Pre-Development meetings – and the actual experience has been that there have been comments made which can be adjusted on the fly. In today's computer-aided plan drawing it's not that tough to make changes in preliminary plats that are started out. It allows us, then, to find out if there is something that needs to be changed, or if there's something that's going to be objected to at the Planning Commission and subsequently at the City Council, and make a value judgment about whether to try to accommodate it or to try to design around it, or whatever. But, in terms of actual practice and actual fact, we're not taking away the notice. We're not taking away the opportunity. We don't want to take away the opportunity for them to be heard. We want them to have that. We just don't want to be put into the deep freeze for an unnecessary extra month delay on something that can be expressed – if you can't make up your mind within 15 to 20 days as to whether or not you like something that's proposed for your neighborhood, then I'm sorry but you're not entitled to another month. So we don't need to give the public an extra month for that. We're certainly not trying to do away with the Pre-Development meeting. Thank you.

4. Chairman Lewis – I think what we have before us in the ordinance amendments – No. 7 and No. 8 – are an extraordinary effort between all parties – builders, developers, Council members, staff – in coming together and making something that actually meets the needs of everyone.

Andy Sherrer moved to recommend adoption of Ordinance No. O-1213-31 to the City Council. Sandy Bahan seconded the motion.

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

YEAS	Cindy Gordon, Andy Sherrer, Jim Gasaway, Sandy Bahan, Tom Knotts, Chris Lewis
NAYES	Roberta Pailes
ABSENT	Dave Boeck, Curtis McCarty

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-32 to City Council, passed by a vote of 6-1.

* * *

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

February 7, 2013

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 7th day of February, 2013, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Jungman, Spaulding, and Chairman Lockett
ABSENT:	Councilmembers Kovach and Williams
OTHERS PRESENT:	Councilmember Roger Gallagher, Ward One Mayor Cindy Rosenthal Mr. Trey Bates, 3720 Timberidge Drive Ms. Tessa Beder, Norman Chamber of Commerce Mr. Steve Ellis, 633 Reed Avenue Mr. Harold Heiple, 218 East Eufaula Ms. Joy Hampton, The Norman Transcript Mr. Don Wood, Executive Director, Norman Economic Development Coalition
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Director of Planning and Community Development Mr. Ken Danner, Subdivision Development Manager Mr. Terry Floyd, Development Coordinator Mr. Jud Foster, Director of Parks and Recreation Mr. Anthony Francisco, Director of Finance Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Mr. Shawn O'Leary, Director of Public Works Mr. Scott Sturtz, City Engineer Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

CONTINUED DISCUSSION REGARDING STREAMLINING THE DEVELOPMENT PROCESS.

COSTS ASSOCIATED WITH REVIEWING PLATS

Mr. Terry Floyd, Development Coordinator, said in its meeting of January 3, 2013, the Business and Community Affairs Committee (BACA) continued their discussion regarding options to streamline the City's current development process. Staff presented research related to development timelines in communities comparable to Norman and presented language that clarified what constitutes an administrative change in a preliminary plat as a part of the proposed preliminary plat extension ordinance. Staff was asked to research the City's costs associated with reviewing plats as part of the proposed preliminary plat extension process and explore options for streamlining the pre-development meeting process.

Item 1, continued:

Mr. Floyd said Staff researched personnel costs associated with conducting a review of a preliminary plat and utilized a cost analysis that factored each employee involved in each phase and review of the employee's estimated time during each phase of review. He said hourly wage figures include the employee's salary and benefits based on the employee's current rate.

During the streamlining review, it became evident that two cost totals would be needed, one based on a preliminary plat review with no changes and one based on a preliminary plat review with minor amendments. In the proposed preliminary plat extension process, the following conditions will be considered as minor amendments to a preliminary plat applying for extension that can be approved administratively:

- An increase in the number of lots up to 10% or decrease in the number of lots
- Changes to parkland location upon recommendation of approval by the Director of Parks
- Street alterations that concurrently accompany a request for an increase or decrease in the number of lots without substantial altering

Mr. Floyd said the proposed fee for a preliminary plat with no amendments is $450 and the proposed fee to review preliminary plats with minor amendments is $900 and highlighted the proposals. He said the cost difference is due to the number of Staff involved and estimated amount of additional time involved in each review.

Mr. Floyd said Staff previously proposed an extension fee of $1,200 to be consistent with fees charged by Oklahoma City (OKC) for a similar process. He said representatives from the development community stated they would be willing to pay the same fee they pay for a preliminary plat filing which is $150 plus $10 per acre. He said depending upon the size of the development; fees could range from $160 for smaller developments to over $1,000 for larger developments. He said once a fee schedule has been determined, a biennial review will be done to ensure fees are adequate. Councilmember Castleberry said he was pleased the schedule will be reviewed regularly.

Councilmember Gallagher asked how an "adequate" fee could be determined when Staff is already working in that discipline and Mr. Floyd said Staff would look at the time it takes to review the plat to make sure time is adequately accounted for. Councilmember Castleberry asked if time will be tracked and Mr. Steve Lewis, City Manager, said yes, the proposals are estimates at this time.

Councilmember Gallagher said if there is no change or a simple change to a preliminary plat it would not involve every Staff person that reviewed the original preliminary plat and Mr. Floyd said generally, the Staff he listed is involved in the initial process as well as the extension process, but if an amendment did not include park changes then the Parks Department would not be involved. Councilmember Castleberry said it appears Staff is using a worst-case scenario in listing Staff that could be involved in reviewing the plat, but that does not necessarily mean they will be involved and Mr. Floyd said that is correct. Councilmember Castleberry asked if there was Staff that could possibly review the plat that are not listed and Mr. Shawn O'Leary, Director of Public Works, said the Fire Department. He said public safety is always a concern. Councilmember Castleberry asked what their role would be in reviewing the plat and Mr. O'Leary said they would be reviewing the water system to ensure there is enough water coverage for extinguishing fires, access to the development, lane width, etc. Councilmember Gallagher said water usage will become more serious given the drought situation. Mr. O'Leary said the City's Code is very clear on what every subdivision has to produce in terms of gallons per minute at a hydrant and coverage to every house.

Item 1, continued:

Councilmember Castleberry asked if the application is an extension of a previously approved plat, what factors would change that aspect and Mr. O'Leary said there should be no factors. Mr. O'Leary said changes are not always internal to the plat, they could be external to the plat (the perimeter). Councilmember Jungman asked if Staff ever visited a development site and Mr. O'Leary said yes, there are extensive site visits. Councilmember Jungman asked if Staff visits the site when a developer applies for an extension and Mr. O'Leary said yes, generally to review perimeter property changes. Councilmember Castleberry asked if that Staff time is included in the proposals and Mr. O'Leary said yes, an estimated time. Councilmember Jungman asked if proposals include costs for the use of City vehicles and Mayor Rosenthal thought that was a good point. She said contractors and engineers include time, fuel, mileage, etc., into their costs so she did not have a problem with the City's extension fee covering direct costs, which is standard practice. Mayor Rosenthal said the proposals just include costs of doing business, generally.

Mayor Rosenthal asked how long OKC has charged $1,200 for plat extensions and Mr. Floyd said since the mid 1990's. He said their filing fees range from $2,200 for a plat under ten acres to $2,500 for anything over ten acres so $1,200 is basically half their initial filing fee. Mayor Rosenthal said the City of Norman needs two levels of fees with amendments having a higher cost. She felt the City should charge $1,200 for minor amendments and $600 for no amendments. Councilmember Castleberry said he would not be opposed to that, but $900 and $450 would actually make Norman more competitive. Councilmember Jungman liked the idea of matching cost to Staff time as it is a good principal. Councilmember Gallagher asked if OKC based their fees on employee time and wages and Mr. Floyd said he did not research OKC Staff costs. Councilmember Gallagher asked if that would be a factor and Mr. Lewis said Staff does not know OKC's factors as that is an internal issue within that City. Mr. Floyd said OKC processes 12 to 15 plats per year whereas Norman processes four to five maximum. He said he expects residential subdivision developers to use the extension more than commercial developers.

Mr. Trey Bates, 3720 Timberidge Drive, said he is concerned about the ambiguity of what constitutes a minor amendment. He suggested splitting the difference for a fee of $900. Councilmember Castleberry asked if most extensions have amendments and Mr. O'Leary said he did not think any extension is ever submitted without a change. He said the question is whether the changes are minor or major.

Councilmember Castleberry said the simpler the City can make the process, the better. He said more Staff time and cost has been invested on this discussion than he feels is necessary and encouraged Council to move forward. He said the fees are immaterial in a $240 million budget.

Chairman Lockett said businesses would rather have consistency and know what fees will be charged and having a competitive edge would be nice.

Mayor Rosenthal said she was fine with charging $900 and Mr. Floyd asked if $900 was the consensus of Council and they said yes. Councilmember Castleberry said he was comfortable with that since the process can be reviewed later and fees changed if warranted.

Mr. Steve Ellis, 633 Reed Avenue, asked if the $900 fee is the City's way of subsidizing plat extension in order to compete with OKC and Councilmember Castleberry said subsidizing is not the correct word. He said as long as the City if averaging out and does not have a material cost, he is comfortable with that. Mayor Rosenthal said Mr. Ellis has a relevant philosophical point; however, the City is in the service business so the City is trying to cover direct personnel cost while providing a service and recognizing all costs will not be covered. Councilmember Castleberry said he would rather the fee be a little low opposed to not getting a development because the fees were too high, which could ultimately cost the City thousands of dollars in revenue. Councilmember Gallagher said the point is to be competitive and provide a good service for a decent price so businesses will want to build in Norman. Councilmember Jungman said he did not favor trying to be competitive on plat fees, but if $900 if fair, fair is good. Councilmember Castleberry asked if he could quote Councilmember Jungman on not wanting to be competitive and he said he could quote him on stating he does not want to be competitive on plat fees.

Item 1, continued:

OPTIONS FOR STREAMLING THE PRE-DEVELOPMENT MEETING PROCESS

Mr. Floyd said the City currently requires applicants applying for rezoning, Land Use and Transportation Plan (LUP) amendments, Certificates of Survey (COS), and all forms of preliminary plats to attend a pre-development meeting before the application is eligible to be submitted for Planning Commission's (PC) consideration. The first opportunity for the development to appear on a PC agenda is the following month, which can add approximately 28 to 30 days to the development process. He said Staff and the development community discussed options to condense the timeline for pre-development meetings and PC submittal.

Mr. Floyd said the purpose of the pre-development meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and gain information about the proposed application. He said an option to streamlining the process is to allow pre-development meetings to be held on an as-needed basis. The proposal will also allow an applicant to submit their application for a pre-development meeting and Planning Commission meeting in the same application cycle, which could reduce the timeline by approximately 28 to 30 days. He said the choice is up to the developer on whether or not to skip the pre-development meeting and many may choose to have the meeting. He said the proposal would require an amendment to Section 19-301 of the subdivision regulations and Section 442.1 of the Zoning Ordinance.

Mr. Floyd said the amendments may be beneficial to smaller commercial developments or industrial prospects that may be working on a compressed timeline. The developer may choose to hold a pre-development meeting in advance of the PC submittal to receive and/or resolve questions or concerns the surrounding property owners may have. The pre-development meeting is valid for up to six months before PC submittal.

Councilmember Jungman asked if pre-development meetings are valid after a PC meeting and Ms. Susan Connors, Director of Planning and Community Development, said the pre-development is expired at that time and no longer valid. She said if any changes are made the applicant must go through the development process again.

Mayor Rosenthal said the original trigger for protests is currently 20% and the proposal is suggesting 30% and asked why the change since it is rare to even receive 20%. Ms. Connors said it was suggested by the development community and there did not seem to be any harm in changing the percentage. Mr. Harold Heiple, 218 East Eufaula, said protests on pre-development meetings are not as important as protests filed with the PC. He said 30% would be more indicative of problems or concerns and adds protection to neighborhoods. Mayor Rosenthal felt the applicant is already allowed to forego the pre-development meeting so adding 30% protest seemed unfair to property owners who do not get a "peek" at the development. Mr. Heiple said if 30% versus 20% is a deal buster, change it back to 20% and move on and Mayor Rosenthal said she would be more comfortable with 20%.

Mr. Floyd said the proposed amendments could be submitted for PC review on February 14th and to Council for First Reading on March 12th and Second and Final Reading on March 26th. He said if Council prefers, the information can be presented at a Study Session for additional comment or review. Mayor Rosenthal did not believe a Study Session would be necessary and told Staff to submit the proposals to PC on February 14th and if there is significant feedback suggesting Council should reconsider, a Study Session can be scheduled.

Items submitted for the record

1. Memorandum dated January 31, 2013, from Terry Floyd, Development Coordinator, to Council Business and Community Affairs Committee with Attachment A, City of Norman Employee – Total Hours and Cost, No Amendments to Preliminary Plat; Attachment B, City of Norman Employee-Total Hours and Cost, With Amendments to Preliminary Plat; and Attachment C, Draft Ordinance
2. PowerPoint presentation entitled, "City of Norman Development Streamlining Options," Council Business and Community Affairs Committee, dated February 7, 2013

City of Norman, OK

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

Master

File Number: O-1213-32

File ID:	O-1213-32	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 8	**In Control:**	City Council
Department:	City Manager Department	**Cost:**		**File Created:**	01/22/2013
File Name:	Subdivision Regs Amendment			**Final Action:**	

Title: ORDINANCE NO. O-1213-32 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTION 19-104; ARTICLE II, SECTIONS 19-201, 19-202 AND 19-204; ARTICLE III, SECTIONS 19-301, 19-302, 19-307 TO 19-319; AND ARTICLE VI, SECTION 19-602 AND 19-606 AND ADDING ARTICLE III, SECTION 19-320 TO EXTEND THE VALIDITY PERIOD OF PRELIMINARY PLATS AND TO ESTABLISH FEES THEREFORE; TO REMOVE THE REQUIREMENT FOR PLANNING COMMISSION APPROVAL OF FINAL PLATS; TO AMEND THE DEVELOPMENT APPLICATION PROCESS; AND TO REMOVE THE REQUIREMENT FOR PRE-DEVELOPMENT MEETING FOR PROPERTIES SUBDIVIDED BY CERTIFICATE OF SURVEY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-32 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 8

Attachments: Text File O-1213-32, O-1213-32, O-1213-32 Annotated, O-1213-32 Staff Report Sect. 19-302, 2-14-13 PC Minutes - O-1213-31 and 32, Pert Exc BACA Feb 7 Minutes

Project Manager: Terry Floyd, Development Coordinator

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	02/14/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	03/12/2013		Pass
	Action Text:	A motion was made by Commissioner Gasaway, seconded by Commissioner Gordon, that this Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council , due back on 3/12/2013. The motion carried by the following vote:					
1	Planning Commission	03/14/2013					

Text of Legislative File O-1213-32

Body

BACKGROUND: In an effort to further streamline the development process, staff is proposing an ordinance to amend the following sections of Chapter 19 (Subdivision Regulations) of the City's Code: Article I, Section 19-104; Article II, Sections 19-201,19-202 and 19-204; Article III, Sections 19-301,19-302, 19-307 to 19-319; and Article VI, 19-602 and 19-606; and adding Article III, Section 19-320. The proposed amendments and addition will:

1) extend the validity period of preliminary plats,

2) establish an administrative approval process for a plat extension of an additional 5 years and set fees for the extension,

3) remove the requirement for Planning Commission approval of Final Plats,

4) allow an applicant to apply for a pre-development meeting and Planning Commission meeting for preliminary plats during the same application cycle and

5) remove the requirement of a pre-development meeting for Certificate of Survey properties larger than 40 acres.

These suggested ordinance amendments and addition were presented to and discussed by the Council Business and Community Affairs Committee (BACA) during its December 2012, January 2013 and February 2013 monthly meetings. These Ordinance amendments were also presented to the Planning Commission during its February 2013 monthly meeting. These amendments are being brought forward upon recommendation of both the BACA and the Planning Commission.

DISCUSSION: Brief descriptions of each of the changes being proposed in the Ordinance amendments are outlined below.

Extending the Validity of Preliminary Plats to 5 Years and Adding an Administrative Plat Extension Process (Amending Sections 19-201, 19-301, 19-305, & 19-307)

Staff has met with members of the development community and BACA to discuss the possibility of amending the Subdivision Regulations and Zoning Ordinance to extend the life of preliminary plats and allow for an administrative renewal of preliminary plats that are approaching expiration. The development community favors allowing plats to remain active longer, thereby allowing more flexibility in bringing new developments to market.

Currently, preliminary plats are valid for three years after approval by the City Council. If any section of the preliminary plat is final platted during that three year validity period, the preliminary plat remains valid for an additional two years. However, if a preliminary plat is not final platted within that validity period, the plat expires and must go back through the entire plat approval process.

The amendments proposed for consideration increase the validity period of a preliminary plat to five years and retain the automatic extension of an additional two years to the life of the preliminary plat upon approval of a final plat for any section of the development. In addition, the amendments create an administrative renewal process.

This proposed administrative renewal process would allow an applicant to renew a preliminary plat for an additional five year term after initial approval. The administrative renewal process would only be available if the preliminary plat to be renewed is identical to or contains only minor amendments to the preliminary plat currently on file. In order to administratively renew an eligible preliminary plat, an applicant must pay a $900 fee. If the preliminary plat is identical or only has minor changes, the Development Committee, consisting of members of the Planning staff and Public Works staff, may administratively renew the preliminary plat for an additional five years. Preliminary plats with more than "minor" changes will be required to go back through the standard approval process.

Under the City's current subdivision regulations (§19-306), changes to a preliminary plat that 1) reroute a collector street, 2) change the relationship between uses of land, 3) increase in the number of lots by more than 5%, or 4) request a change of specific elements of the preliminary plat cannot be administratively approved and must go back through the entire development process.

The following items establish criteria for what will be considered a minor change to a preliminary plat:

Items that can be administratively approved by the Development Committee:

Any increase in the number of lots up to 10%, or decrease in the number of lots can be approved by the Development Committee. Changes to parkland location may be approved by the Development Committee, upon recommendation of approval by the Director of Parks.

Any change in parkland location that is denied by the Director of Parks, must then be reapproved by the Planning Commission and Council.

Street alterations may also be approved by the Development Committee concurrently with a request for an increase or decrease in the number of lots, so long as the layout of the street is not substantially altered. All alterations to streets must conform to adopted public safety and traffic management standards before being approved administratively.

If the Development Committee determines that a plat amendment is not minor, the Development Committee will require that the preliminary plat to go back through the plat approval process.

If the proposed preliminary plat amendments are minor, the Development Committee may administratively renew the preliminary plat.

Items that cannot be administratively approved by the Development Committee:

- Substantial alteration to the layout and use of the preliminary plat
- Increases the number of lots by more than 10%
- Substantial alterations of street layouts
- Significant alterations to the design and scope of the preliminary plat

Additionally, the proposed amendments outline that preliminary plats, upon submission of a final plat, must adhere to all modifications to Chapter 19, or other pertinent chapters of the Code of Ordinances that have been approved from the date of the first renewal of the preliminary plat to its final plat submission to Council. This statement encompasses changes that may be made to the Subdivision Regulations (Chapter 19), Zoning Ordinance (Chapter 22), Norman Land Use and Transportation Plan (as outlined in Sec. 19-401 of the subdivision regulations), Engineering Design Criteria and Standard Specifications and Construction Drawings (as outlined in Sec. 19-503 of the subdivision regulations). Any modifications to these chapters and/or sections must be shown and adhered to by the developer upon submission of a final plat. A note must be placed on the renewed preliminary plat as a reminder that such changes must be complied with upon submittal for approval of the final plat. Secondly, if there are intervening changes, a revised preliminary plat, incorporating those changes, must be reapproved prior to or concurrent with approval of the final plat.

Removal of the requirement for Planning Commission approval of Final Plats (Amending Sections 19-104, 19-201 ,19-204,19-308-309, 19-312, 19-315, 19-318, 19-320 & 19-602)

The Planning Commission currently reviews Final Plats in order to ensure that all the public dedications are provided and that the Final Plat conforms to the previously approved Preliminary Plat. After the Planning Commission approves a Final Plat, the Final Plat is then sent to City Council for approval and acceptance of public dedications. Final Plats are checked by City Staff to ensure compliance with the Preliminary Plat and a staff report is included with the Final Plat approval items before Planning Commission approval. Typically, the Final Plat conforms to the previously approved Preliminary Plat and thus Planning Commission review of Final Plats is part of the consent agenda and handled as a fairly routine matter.

For that reason, it has been suggested that eliminating Planning Commission consideration of final plats in the review process may be a potential time saver for applicants. Within the proposed amendments, whenever an applicant submits for final plat approval, that item would then be eligible to be approved by the City Council. Under the proposed ordinance amendments, the Planning Commission and City Council would still be responsible for approval of the preliminary plat, and City Council will still be responsible for acceptance of public improvements and easement dedications with the approval of a development's final plat. The Development Committee (DC), compromised of City staff, will review and approve plans prior to Council approval of a final plat. The DC will also be responsible for approving the program for accomplishing the required public improvements and will authorize the Public Works Department to issue construction permits for such improvements.

Removal of the requirement of a pre-development meeting for Certificate of Survey properties larger than 40 acres (Amending Section 19-606)

The City requires Pre-Development meetings to be held between the developer and the neighboring property owners to discuss potential applications for rezoning, Land Use and Transportation Plan Amendments, Certificates of Survey greater than 40 acres, and preliminary plats prior to Planning Commission and City Council consideration. These pre-development meetings are generally conducted after the filing deadline for the following month's Planning Commission meeting. Under this timetable an applicant may need to wait over one month before an item will be eligible for consideration by the Planning Commission.

It has been suggested that Pre-Development meetings may be considered optional for these types of COS developments. Property owners may apply for Rural Certificates of Survey to subdivide large parcels located in either A-1 or A-2 zoning districts into smaller parcels of at least ten acres. The 350-foot notification zone, as is required for notification for a pre-development meeting, will often yield very few affected property owners. For this reason, COS pre-development meetings generally have low or no attendance by the surrounding property owners.

If this proposed ordinance amendment is adopted, it would remove the initial meeting between the developer and the surrounding property owners for COS developments of 40 acres or more, which may be the only notification to adjacent property owners that a development project is proposed to be built near their property. Making the Pre-Development meeting optional would allow the property owner to evaluate whether they felt a Pre-Development meeting would be beneficial toward resolving issues before taking the development forward.

Allowing an applicant to apply for a pre-development meeting and Planning Commission meeting for preliminary plats during the same application cycle (Amending Section 19-302)

This amendment to Chapter 19 will allow a preliminary plat applicant to apply for a pre-development meeting and Planning Commission meeting in the same application cycle. This is a companion amendment to Ordinance O-1213-31, regarding changes in the pre-development meeting application cycle. These changes are further outlined in the agenda item for Ordinance amendment O-1213-31.

RECOMMENDATION: Staff recommends approval of amendments to the following sections of Chapter 19 (Sub-Division Regulations) of the City's Code: Article I, Section 19-104; Article II, Sections 19-201,19-202 and 19-204; Article III, Sections 19-301, 19-302, 19-307 to 19-319; and Article VI, 19-602 and 19-606; and the addition of Article III, Section 19-320.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTION 19-104; ARTICLE II, SECTIONS 19-201, 19-202 AND 19-204; ARTICLE III, SECTIONS 19-301, 19-302, 19-305, AND 19-306; ADDING A NEW SECTION 19-307; AMENDING SECTIONS 19-308 THROUGH 19-320; AMENDING ARTICLE VI, SECTIONS 19-602 AND 19-606 ; TO EXTEND THE VALIDITY PERIOD OF PRELIMINARY PLATS AND TO ESTABLISH FEES THEREFOR; TO REMOVE THE REQUIREMENT FOR PLANNING COMMISSION APPROVAL OF FINAL PLATS; TO AMEND THE DEVELOPMENT APPLICATION PROCESS; TO REMOVE THE REQUIREMENT FOR PRE-DEVELOPMENT MEETING FOR PROPERTIES SUBDIVIDED BY CERTIFICATE OF SURVEY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Sections 19-104, 19-201, 19-202, 19-204, 19-301, 19-302, 19-305 through 19-320, 19-602 and 19-606 of Chapter 19 of the Code of Ordinances of the City of Norman shall be amended and/or added to read as follows:

* * * * *

Sec. 19-104. Relation to zoning.

In order to provide adequate information for evaluation and decision by the Planning Commission and the City Council, and to provide documentation of intent for public record, the following requirements are mandatory:

A. A rezoning request which includes any amount of unplatted land shall be accompanied by a preliminary plat of the land in question, and any adjacent land which is fifty (50) percent or more owned or under option to buy by the applicant; provided, however, that any land for which a plat is not required as a prerequisite for a building permit is exempted from this requirement. The preliminary plat shall be submitted for consideration as an agenda item before the Planning Commission simultaneously with the rezoning request.

B. In the instance of proposed planned unit development(s), as provided in Chapter 22 of this Code, five (5) copies of a site development plan shall also be included with the submission of the preliminary plat when application is made for Planning Commission approval.

C. Provided that no final plat may be considered for approval by the City Council until the preliminary plat and proper zoning in terms of density, lot size, and land use has been approved by the City Council regarding the subject property.

* * *

Sec. 19-201. Agenda.

Each plat submitted for preliminary approval shall be placed on the Planning Commission's agenda only after fulfilling the appropriate requirements of this chapter. However, a plat not meeting all the requirements may be submitted if the subdivider presents with the plat a letter requesting the specific exception(s) and enumerating in detail the reason(s) therefor.

* * *

Sec. 19-202. Filing fee.

To partially defray the costs of staff review and reports, a filing fee, calculated on the basis of the total acreage included within the property proposed to be platted, shall be paid to the City at the time of submission in accord with the following:

A. *Preliminary plats:* One hundred fifty dollars ($150.00), plus ten dollars ($10.00) per acre or portion thereof; provided, however, that for open space areas contained within a Rural Cluster Development the acreage charge shall not apply to that portion.

B. *Preliminary Plat renewal:* $ 900.00

C. *Final plat for all zoning district classifications:* Three hundred fifty dollars ($350.00), plus ten dollars ($10.00) per acre or portion thereof; provided, however, that for open space areas contained within a Rural Cluster Development the acreage charge shall not apply to that portion. In addition thereto, the following fees shall be assessed to cover the cost of the City's Geographic Information System expense:

1. One hundred dollars ($100.00) per lot for every lot in each final plat.

D. *Short form plats* (section *19-604* of this chapter), *and Norman Rural Certificates of Survey*: One hundred fifty dollars ($150.00), plus ten dollars ($10.00) per acre or portion thereof. In addition thereto, the following fees shall be assessed to cover the cost of the City's Geographic Information System expense:

1. One hundred dollars ($100.00) per lot for every lot in each final plat.

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Sec. 19-204. Official recording.

No plat or description of land subdivision shall be filed in the office of the County Clerk, Cleveland County, until it has received approval of the preliminary plat and acceptance of the final plat by the City Council as required by law. No lots shall be sold from any plat until it has been recorded as herein provided. Failure to record such approved plat within two (2) years of approval of the final plat by the City Council shall void all approvals thereto.

* * *

Sec. 19-301. The preliminary plat: General.

The subdivider shall prepare a preliminary plat for presentation to the City. It shall conform with the minimum requirements of the Norman 2025 Plan, and this Code, and shall include the land in question, and any adjacent land partially or fully owned or under option by the applicant, notwithstanding that all of said land may never be finally platted.

For all cases of subdividing and development within the scope of this chapter, a preliminary plat of the land in question shall be drawn and submitted to the Planning Commission and City Council and a final plat of the land in question shall be submitted to the City Council for acceptance of dedications and improvements, as provided in this chapter.

* * *

Sec. 19-302. Preliminary Plat: Procedure for filing application for consideration of the Planning Commission.

1. When a Preliminary Plat ~~can be~~ is submitted to the Public Works Department for consideration by the Planning Commission, a Pre-Development Informational Meeting must be held. The purpose of the Pre-Development meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and share information about the

proposed application. In order for the meeting to occur, the following items must be submitted to the Public Works Department:

(a) The written legal description of the property.

(b) A written description of the proposed development which provides details of the proposal that can be mailed to neighbors. The narrative should be as detailed as practicable, without being lengthy or technical. It should describe the proposed uses contained in the development, any proposed open space or parks, and connections to nearby major roads and subdivisions.

(c) Because this is a preliminary meeting, a fully finished preliminary plat is not required, however, three full-sized drawings are required, as well as an 8 ½" by 11" reduction, generally showing lots, roads, topography, flood plains, existing easements and structures, physical features (such as ponds, creeks, and large stands of trees), and proposed parks and open spaces.

(d) A site plan must accompany any request for commercial, industrial, multi-family, or Special Use, generally showing in a preliminary manner proposed buildings, parking, driveways, landscaping areas and screening.

(e) A certified ownership list for all property within a three hundred fifty (350) foot radius of the exterior boundary of the subject request.

(f) A completed Greenbelt Enhancement Statement if required by and in accordance with Section 4-2027 of the Code of the City of Norman. (O-1011-23)

(g) A filing fee of one hundred twenty-five dollars ($125.00), which will be credited against any filing fee charged for a future preliminary plat application for the same property. This fee is non-refundable, and must be paid each time a separate meeting is requested.

A complete Pre-Development application packet must be filed in the Planning Department by 4:00 p.m. seventeen (17) days before the regularly scheduled Pre-Development meeting. Pre-Development meetings will be held on an as-needed basis, and are anticipated to occur once a month. Staff will notify all persons identified on the certified ownership list, and will include a copy of the written description of the proposed project as well as any reduced drawings. If an applicant does not submit an application for Planning Commission within six months from the date of the Pre-Development meeting, a new Pre-Development meeting must be held prior to the Planning Commission hearing.

At that same time, an application packet may also be submitted for a preliminary plat. By submitting both application packets at the same time, the application will be scheduled for a Pre-Development meeting, and then a Planning Commission hearing in the month immediately subsequent to the Pre-Development meeting.

However, if the application for Planning Commission hearing is not filed in the Public Works Department at the same time the Pre-Development application is filed in the Planning Department according to the above deadline, the application will be scheduled for a Planning Commission hearing at the time that application is received in the Public Works Department.

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Sec. 19-305. Preliminary plat: Duration of approval.

Approval of a preliminary plat by the City Council shall be valid for a period of five (5) years from the date of approval; provided, however, that if one (1) or more final plats are filed for record within said five (5) years time frame, the preliminary plat validity shall be extended for two (2) years, or a total of seven (7) years from the initial date of approval by the City Council.

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Sec. 19-306. Preliminary plat: Changes from the approved plat.

In any instance where a final plat includes: A rerouting of a collector street; a change in relationship between uses of land; an increase in the number of lots by more than five (5) percent; or a request for a change of specific elements of the preliminary plat, then the preliminary plat must be reapproved, and the subdivider shall pay a full preliminary plat filing fee on that part of the preliminary plat not previously filed of record as a final plat.

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Sec. 19-307. The preliminary plat: Requirements for Administrative Renewal.

A. Prior to the expiration of a preliminary plat, previously approved by Planning Commission and City Council, the period of validity may be administratively renewed by the Development Committee for one subsequent five (5) year term upon application by the property owner if the following requirements are met:

1. The renewal fee of $900.00 is paid upon application for renewal of the preliminary plat.

2. The preliminary plat to be renewed is identical to the preliminary plat on file or contains only minor amendments.

B. Submission of Plat and Site Plan. If the preliminary plat to be renewed is identical to the preliminary plat currently on file, resubmittal of copies of the preliminary plat and site plan is not required. If the preliminary plat to be renewed contains minor amendments to the preliminary plat currently on file, the following items must be submitted with the application for renewal for review by the Development Committee: five (5) copies of the preliminary plat that comply with §19-303 and five (5) copies of a site plan that comply with the requirements of §19-302(2)(c).

C. All proposed amendments to the preliminary plat currently on file will be reviewed by the Development Committee for a determination of whether the proposed amendments are minor or major as provided herein. Major amendments cannot be approved administratively by the Development Committee and must go through the normal development process described in §19-302 and §19-304 herein. Minor amendments to the preliminary plat can be administratively approved after a favorable determination by the Development Committee.

D. Major amendments to the preliminary plat are those that significantly alter the layout and use of the preliminary plat, increase the number of lots by more than ten percent (10%), alter any streets except as allowed in (6) below, or significantly alter the design or scope of the preliminary plat.

E. Changes to parkland location, for either a permanent or temporary park, may be approved administratively by the Development Committee but only upon approval by the Director of Parks and Recreation, or his or her designee. If the Director of Parks and Recreation or his or her designee denies a proposed change in parkland location, the application for renewal of the preliminary plat cannot be approved administratively.

F. Street alterations may be approved by the Development Committee if necessitated by a request for an increase or decrease in the number of lots, so long as the layout of the streets are not substantially altered. All alterations to streets must conform to adopted public safety and traffic management standards before being approved administratively.

G. Final plats must comply with all intervening modifications to Chapter 19 to other pertinent City of Norman regulations occurring from the date of renewal of the preliminary plat to submission of the final plat for approval. Accordingly, if a preliminary plat is administratively renewed, at the time of renewal, a notation must be placed on the preliminary plat that states: "Approval of the corresponding final plat, when presented to City Council for such approval and acceptance, must comply with any and all intervening modifications to Chapter 19, or other pertinent chapter, of the Code of Ordinances of the City of Norman occurring from the date of first renewal to the date of submission of the final plat to City Council for approval."

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Sec. 19-308. The final plat: General.

The subdivider shall prepare a final plat for presentation to the City Council. It shall conform with the minimum standards of this Code and with the preliminary plat approved by the City Council.

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Sec. 19-309. Final plat: Procedure for filing application for consideration of the City Council.

In order to be included on the agenda of the City Council, an application shall be in compliance with all of the following:

A. Three (3) dark line prints of a final plat, neatly drawn, shall be submitted to the Public Works Department before 1:30 p.m. Monday, not less than thirty-one (31) days prior to the next City Council meeting.

B. At the same time, there shall be submitted three (3) sets of the proposed plans and specifications in final form for all required public improvements.

   1. Prior to the installation and construction of the required public improvements within any subdivision, plans and specifications therefor shall be prepared by a registered professional engineer and submitted to the City through the Public Works Department. That department shall, if warranted after the examination and inspection of said plans and specifications, submit to the City Council a report that, in its opinion, the plans and specifications comply with all current ordinances and standards applicable thereto. No installation or construction of any public utility or required public improvement shall be commenced without

approved plans and specifications and permission from the Public Works Department.

2. Three (3) sets of plans and specifications for all required public improvements shall be filed with the City through the Public Works Department for final approval. The Development Committee shall review and approve such plans prior to the consideration of the final plat by the City Council.
3. City approval of public improvement plans for any required public improvement or any part thereof is null and void two (2) years from the date of approval unless said public improvements are under construction and will be completed within ninety (90) days. Plans for which approval has expired shall be resubmitted for review and current approval before any work is undertaken on the project and coincident with any consideration of the renewal of a corporate surety bond associated therewith; provided, however, this shall not preclude the City from instituting a legal action to recover under said corporate surety bond.

* * *

F. The final plat shall conform with the preliminary plat as approved by the City Council, and shall not include the rerouting of a collector street, a change in the relationship between uses of land, an increase in the number of lots by more than five (5) percent, or a change of specific elements of the preliminary plat. Plats failing to meet these requirements or other requirements of this chapter shall not be placed on the City Council agenda.

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Sec. 13-310. Final plat: Contents.

A. The final plat shall be drawn on a scale of one hundred (100) feet to the inch from an accurate survey and on sheets whose dimensions do not exceed twenty-two (22) inches by thirty-two (32) inches between border lines on a mylar or equivalent standard twenty-four (24) by thirty-six (36) inch sheet. However, in the instance of the platting of a small area, the scale of the drawing may be changed such that one (1) inch will equal less than one hundred (100) feet in order to allow a larger representation of the tract; and, for platting of large lot subdivisions in the rural area containing more than one hundred (100) acres, then a scale of one (1) inch equals two hundred (200) feet may be used. On every sheet of every plat there shall be a key map showing the location of the subdivision referenced to government survey section lines and major streets and a legal description. If more than two (2) sheets are required for the plat, the key map shall show the number of the sheet for each area. A border of one (1) inch surrounding the sheet shall be left

blank at the top, bottom, and right hand side, and a margin of three (3) inches at the left side for binding purposes.

B. The final plat shall contain the information required for approval of a preliminary plat. Every sheet of the final plat shall also include the following:

* * *

21. The following certification and appropriate signatures shall be made and shown on the submitted original tracing in black ink:
    (a) Owner's certificate and dedication, executed and acknowledged. The certificate shall be substantially in the following form: "As owner, I hereby certify that I have caused the land described in this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat." Dedication of the streets, easements, and other public areas shall be made as a part of this certificate. This certificate shall be executed in the same manner as a real estate conveyance is executed;
    (b) Certificate by the owner's surveyor to the effect that the owner's surveyor has fully complied with the requirements of the City of Norman Subdivision regulations and the subdivision laws of the State of Oklahoma governing surveying, dividing, and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; that the plat represents a survey made by the surveyor and that all monuments and benchmarks indicated thereon actually exist in their location, size, and material are correctly shown;
    (c) Certificate of bonded abstractor, executed;
    (d) Certificate for release of mortgage for any portion dedicated to the public, executed and acknowledged;
    (e) County Treasurer's certificate, executed;
    (f) Certificate of City Council acceptance of ways, easements, and public land dedications; and,
    (g) Certificate by the Chairman of the City of Norman Development Committee that the improvements comply with the approved standards and specifications.

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Sec. 19-312. Final plat: City Council actions.

A. The City Council shall approve or disapprove the final plat. Approval shall be shown on the plat with the date of such approval and over the signature of the Mayor.

B. If the final plat be disapproved, the reasons for such action shall be specifically stated in writing, a copy of which, signed by the Mayor, shall be transmitted with the tracing and prints to the applicant.

C. No plat shall be approved which does not comply with this chapter.

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Sec. 19-313. Permit for public improvements required.

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Sec. 19-314. Accomplishment of improvements: General procedure.

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Sec. 19-315. Improvement construction prior to filing and/or submitting a surety to secure the actual construction of required improvements.

A. Normally a subdivider elects to install and construct any or all of the public improvements required herein prior to the filing of a final plat. Under such circumstances, the procedure shall be as follows:

1. The subdivider shall submit a written request to the Public Works Department indicating in specific detail the required public improvements which the subdivider proposes to install and construct prior to the filing of the approved final plat.
2. The Public Works Department shall review the construction drawings and documents and prepare a written report for the Development Committee.
3. The Development Committee shall approve the program for accomplishing all required public improvements is feasible and in compliance with the approved preliminary plat and not contrary to the public interest. If approved, the City of Norman Public Works Department is authorized to issue construction permits for all required public improvements.
4. In all cases where the Development Committee approves a program of construction of required public improvements prior to the filing of a final plat, a copy of the final plat, without benefit of required signatures of City officials, shall be held in escrow by the City through the Public Works Department. It shall not be released for any purpose until the approved program of construction is completed and all public improvements are accepted by authorization of the City Council. Subsequent to the acceptance of all required public improvements included in the construction program and the accomplishment of all other commitments, if any, of the subdivider, the final plat shall be executed by the City and recorded at the County Courthouse.

5. An approved program of construction under this method shall be completed within a period of two (2) years. Two (2) years from the date of approval by the Development Committee, the approval of any construction program which has not been initiated shall become null and void.

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Sec. 19-316. Completion and City acceptance of public improvement.

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Sec. 19-317. Final plat: City Council Action.

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Sec. 19-318. - Final plat: Recording.

The owner or the owner's engineer shall submit the original tracing of any plat and the recording fee for filing of said plat in the office of the Cleveland County Clerk to the Public Works Department at the time approval by the City of Norman Development Committee is requested in writing. All required signatures shall be properly affixed. The City will retain possession of said original, securing City Council signatures. The Public Works Department will make reproducibles and dark line prints for recording purposes, and will record said plat at the owner's expense within ten (10) days after approval of the final plat by the City of Norman Development Committee. In such cases where a subdivision is to be bonded and filed prior to the improvements, said bonds will be approved by the City Council at the time of acceptance.

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Sec. 19-319. Procedure for amendment of site plans.

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Sec. 19-320. Procedure for amendment of final plats.

In such case where a final plat has been reviewed and approved by the City Council, the owner may submit, prior to its recording, to the City of Norman Development Committee an amended final plat. The City of Norman Development Committee may approve said amended final plat provided that there are no changes which significantly alter the layout,

use, number of lots, or other material features of the plat. It is intended that such adjustments might include such things as minor lot configurations or slight adjustments necessitated in the field at the time of construction of improvements. If the unanimous vote of the City of Norman Development Committee concurs, then said final plat will be accepted and filed of record in accordance with the remaining procedures of this Code. Otherwise, any such change including any additional dedications of easements or rights-of-way will necessitate a review and acceptance on the part of the City Council.

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Sec. 19-602. Exception for issuing a building permit.

A. *Exception from Platting in A-1, A-2, and RE zoning districts:*

1. In the A-1, A-2 and RE zones, building permits may be obtained on all tracts of ten (10) acres or more which abut on a minimum fifty-foot private roadway easement, granted to abutting property owners, which connects to a City street without the requirement to plat if the land and roadway easement were filed of record prior to February 7, 1984. The instrument which establishes this easement shall indicate that it is intended for future roadway purposes and shall not be accepted nor maintained by the City until and unless constructed according to the City's street standards. This easement shall contain a provision which expressly grants right of access to police, fire, sanitation, inspection, and health department vehicles and personnel who are in the process of performing their normal responsibilities as City, county, state or federal employees. All other zoning requirements for the particular zone in which these tracts are located shall be complied with and satisfied.
2. In the A-1, A-2 and RE zoning districts, building permits may be obtained on all tracts of five (5) acres or greater that abut a public street that is open, and which were filed of record on or before June 27, 1997. Prior to receiving a building permit to construct a new residential dwelling on such tracts, the owner must deliver to the City a duly executed roadway and utility easement for all adjoining public or section line roads which abut the property, in an amount sufficient to accommodate the proposed roadways as reflected on the adopted City of Norman Transportation Plan. Dedication is not mandatory for building permits which do not constitute a change of use, such as a residential addition, or which involve agricultural uses. For tracts containing more than forty (40) acres, the roadway easement would only be required adjacent to that portion of the entire tract that approximates a forty (40) acre parcel. Such tracts shall comply with all other zoning requirements of the City of Norman. The purpose of all

such dedications is to facilitate the eventual improvement of rural roadways. Any private improvements within the expanded roadway easement may remain until a roadway project occurs, at which time the City would either pay for any existing improvements or institute condemnation action to acquire the real property as required by law. All existing improvements must be noted on the dedication.

B. *Deferral of public improvements:*

1. It is the purpose of this section to provide, in specific cases, as are hereinafter designated, a procedure whereby the City Council may temporarily defer the construction of certain public improvements required by the Code of the City of Norman at the time of acceptance of a final plat within a subdivision; provided that the City Council, in its sole judgment, deems that such deferment shall be immediately in the interest of public health, safety, or general welfare. It is the further purpose of this section to provide in specific cases where construction of required drainage improvements outside the boundary of a subdivision plat or other tract of land cannot be accomplished because the necessary easements or rights-of-way cannot be reasonably obtained, a procedure whereby the City Council may temporarily defer the construction of certain public improvements required by the Code of the City of Norman at the time of acceptance of a final plat and the associated program of improvements.

2. The City Council, after recommendation from the Director of Public Works, may accept a final plat and authorize the issuance of building permits prior to the construction of such deferred public improvements required by the Code of the City of Norman in the following situations:
   (a) Where incompatible grades exist;
   (b) Where there are inadequate or a lack of connecting facilities;
   (c) Where construction of the improvement would not immediately function for its intended use; or
   (d) Where such improvement would be replaced by a planned future project.

3. The City Council, after recommendation from the Director of Public Works, may accept a final plat and the program of improvements and defer public drainage improvements with the condition that the deferred drainage improvements are a part of the program of improvements but are the responsibility of the City of Norman to construct under the following situations:
   (a) Where construction of required drainage improvements outside the boundary of a subdivision plat or other tract of land cannot be accomplished because the necessary easements or rights-of-way cannot reasonably be obtained; or

(b) Where documentation is provided which demonstrates that reasonable and proper attempts have been made to obtain the necessary easements and rights-of-way to construct the drainage improvements required by the City and that these attempts have been unsuccessful.

(c) Deferral of such improvements shall not result in any increased flooding of any street or habitable structure.

4. Whenever it is deemed necessary by the City Council to defer construction of any improvement, other than drainage under section 19-602B.3, the applicant shall pay the cost, as determined by the Director of Public Works, of future improvements to the City within ten (10) days of City Council acceptance of the final plat. Payment of cost shall be in cash or certificate of deposit.

In the case of deferred construction recommended under subsection 19-602B.3 above, the applicant shall make the following payments:

(a) An initial payment based on the engineer's estimate of the cost of construction as approved by the Director of Public Works plus the estimated costs of right-of-way acquisition and competitive bidding. The initial payment shall be in cash or certificate of deposit and shall be made within ten (10) days of City Council acceptance of the final plat.

(b) A final payment based on the actual cost of construction, right-of-way acquisition, and competitive bidding minus the initial payment. If the initial payment is greater than the actual cost, the difference will be returned to the applicant upon action of the Council upon request from the applicant. The final payment shall be in cash.

5. Monies received by the City under the authority of this section shall be separately accounted for and expended for no other purpose than in conjunction with the later construction of deferred improvement, except for deferred drainage improvements.

6. Monies received by the City under authority of this section for drainage improvements must be separately accounted for, but may be used for a drainage improvement other than the specific deferred improvement with the approval of the City Council if the proposed drainage improvement addresses a problem of the tract of land that the specific deferred improvement serves. The applicant is relieved of the obligation for the deferred improvement when its deferred funds are expended.

7. If construction of the deferred facility has not commenced within ten (10) years from the date of deferment, then the cost paid or the certificate of deposit may be returned upon action of the Council upon written request of the payor.

8. A deferment as contemplated by this section shall be submitted to the Development Committee for a recommendation of approval or disapproval at the same time the final plat is submitted. The deferment and recommendation shall then be submitted to the City Council for its consideration at the same time the final plat is submitted for acceptance.

* * *

Sec. 19-606. Exception to allow Norman Rural Certificates of Survey as plats in A-1 and A-2 Zoning Districts.

A. It is the purpose of this exception to allow lots of ten (10) acres or more to be developed and sold adjacent to public or private roadways in the A-1 and A-2 Agricultural Districts; however, private roadways should be constructed and maintained in such a manner that said roadways may be traversed and used by police, fire and other official vehicles of all municipal, county, state and federal agencies. Lots created under this process shall be designated as "Norman Rural Certificate of Survey Subdivisions" and may be permitted under the following procedures (Ord. No. O-0203-34):

1. Any applicant contemplating a Certificate of Survey may voluntarily request a pre-development meeting, subject to the same filing requirements. The purpose of the meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and share information about the proposed application. In order for the meeting to occur, the following items must be submitted to the Public Works Department:
   (a) A copy of the deed to the property.
   (b) A written description of the proposed development which provides details of the proposal that can be mailed to neighbors. The narrative should be as detailed as practicable, without being length or technical. It should describe the proposed type of homes contained in the development, any proposed open space or parks, and connections to nearby major roads and subdivisions.
   (c) Because this is a preliminary meeting, a fully finished Certificate of Survey is not required, however, three (3) full-sized drawings are required, as well as an eight and one-half (8½) inch by eleven (11) inch reduction, generally showing lots, roads, topography, flood plains, existing easements and structures, physical features (such as pounds, creeks, and large stands of trees), and proposed open spaces and greenbelts.
   (d) A certified ownership list for all property within a three-hundred fifty-foot radius of the exterior boundary of the subject request.
   (e) A filing fee of one hundred twenty-five dollars ($125.00), which will be credited against any filing fee charged for a future Rural Certificate of Survey

application for the same property. This fee is non-refundable, and must be paid each time a separate meeting is requested.

A complete application packet must be received in the Public Works Department by 4:00 p.m. seventeen (17) days before the regularly scheduled Pre-Development meeting. Such meetings will be held on an as-needed basis, and are anticipated to occur at least once a month. Staff will notify all persons identified on the certified ownership list, and will include a copy of the written description of the proposed project as well as any reduced drawings.

* * * * *

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

ADOPTED this _____ day

of _____ , 2013.

_____

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2013.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTION 19-104; ARTICLE II, SECTIONS 19-201, 19-202 AND 19-204; ARTICLE III, SECTIONS 19-301, 19-302, 19-305, AND 19-306; ADDING A NEW SECTION 19-307; AMENDING SECTIONS 19-308 THROUGH 19-320; AMENDING ARTICLE VI, SECTIONS 19-602 AND 19-606 ; TO EXTEND THE VALIDITY PERIOD OF PRELIMINARY PLATS AND TO ESTABLISH FEES THEREFOR; TO REMOVE THE REQUIREMENT FOR PLANNING COMMISSION APPROVAL OF FINAL PLATS; TO AMEND THE DEVELOPMENT APPLICATION PROCESS; TO REMOVE THE REQUIREMENT FOR PRE-DEVELOPMENT MEETING FOR PROPERTIES SUBDIVIDED BY CERTIFICATE OF SURVEY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Sections 19-104, 19-201, 19-202, 19-204, 19-301, 19-302, 19-305 through 19-320, 19-602 and 19-606 of Chapter 19 of the Code of Ordinances of the City of Norman shall be amended and/or added to read as follows:

* * * * *

Sec. 19-104. Relation to zoning.

In order to provide adequate information for evaluation and decision by the Planning Commission and the City Council, and to provide documentation of intent for public record, the following requirements are mandatory:

A. A rezoning request which includes any amount of unplatted land shall be accompanied by a preliminary plat of the land in question, and any adjacent land which is fifty (50) percent or more owned or under option to buy by the applicant; provided, however, that any land for which a plat is not required as a prerequisite for a building permit is exempted from this requirement. The preliminary plat shall be submitted for consideration as an agenda item before the Planning Commission simultaneously with the rezoning request.

B. In the instance of proposed planned unit development(s), as provided in Chapter 22 of this Code, five (5) copies of a site development plan shall also be included with the submission of the preliminary plat when application is made for Planning Commission approval.

C. Provided that no final plat may be considered for approval by the ~~Planning Commission~~ City Council until the preliminary plat and proper zoning in terms of density, lot size, and land use has been approved by the City Council regarding the subject property.

* * *

Sec. 19-201. Agenda.

Each plat submitted for preliminary ~~or final~~ approval shall be placed on the Planning Commission's agenda only after fulfilling the appropriate requirements of this chapter. However, a plat not meeting all the requirements may be submitted if the subdivider presents with the plat a letter requesting the specific exception(s) and enumerating in detail the reason(s) therefor.

* * *

Sec. 19-202. Filing fee.

To partially defray the costs of staff review and reports, a filing fee, calculated on the basis of the total acreage included within the property proposed to be platted, shall be paid to the City at the time of submission in accord with the following:

A. *Preliminary plats:* One hundred fifty dollars ($150.00), plus ten dollars ($10.00) per acre or portion thereof; provided, however, that for open space areas contained within a Rural Cluster Development the acreage charge shall not apply to that portion.

B. *Preliminary Plat renewal:* $ 900.00

~~B.~~ C. *Final plat for all zoning district classifications:* Three hundred fifty dollars ($350.00), plus ten dollars ($10.00) per acre or portion thereof; provided, however, that for open space areas contained within a Rural Cluster Development the acreage charge shall not apply to that portion. In addition thereto, the following fees shall be assessed to cover the cost of the City's Geographic Information System expense:

1. One hundred dollars ($100.00) per lot for every lot in each final plat.

~~C.~~ D. Short form plats (section *19-604* of this chapter), and Norman Rural Certificates of Survey: One hundred fifty dollars ($150.00), plus ten dollars ($10.00) per acre or portion thereof. In addition thereto, the following fees shall be assessed to cover the cost of the City's Geographic Information System expense:

~~D.~~

1. One hundred dollars ($100.00) per lot for every lot in each final plat.

* * *

Sec. 19-204. Official recording.

No plat or description of land subdivision shall be filed in the office of the County Clerk, Cleveland County, until it has received approval of the preliminary plat and acceptance of the final plat by the City Council as required by law. No lots shall be sold from any plat until it has been recorded as herein provided. Failure to record such approved plat within two (2) years of approval of the final plat by the ~~Planning Commission~~ City Council shall void all approvals thereto. ~~Furthermore, the applicant must request that the final plat be accepted by the City Council not more than twelve (12) months following the date of approval by the Planning Commission.~~

* * *

Sec. 19-301. The preliminary plat: General.

The subdivider shall prepare a preliminary plat for presentation to the City. It shall conform with the minimum requirements of the Norman 2025 Plan, and this Code, and shall include the land in question, and any adjacent land partially or fully owned or under option by the applicant, notwithstanding that all of said land may never be finally platted.

For all cases of subdividing and development within the scope of this chapter, a preliminary plat of the land in question shall be drawn and submitted to the Planning Commission and City Council and a final plat of the land in question shall be submitted to ~~the Planning Commission for approval and~~ the City Council for acceptance of dedications and improvements, as provided in this chapter. ~~The preliminary plat shall be valid only for a period of three (3) years from the date of City Council approval; provided, however, that if one (1) or more final plats are filed for record within said three (3) years time frame, the preliminary plat validity shall be extended for two (2) years, or a total of five (5) years from the initial date of approval by the City Council.~~

~~When a final plat includes a rerouting of a collector street, a change in relationship between uses of land, or an increase in the number of lots by more than five (5) percent or a request for a change of specific elements of the preliminary plat, then the preliminary~~

~~plat shall be reviewed, and the subdivider shall pay a full preliminary plat filing fee on that part of the preliminary plat not previously filed of record as a final plat.~~

* * *

Sec. 19-302. Preliminary Plat: Procedure for filing application for consideration of the Planning Commission.

1. ~~Before~~ When a Preliminary Plat ~~can be~~ is submitted to the Public Works Department for consideration by the Planning Commission, a Pre-Development Informational Meeting must be held. The purpose of the Pre-Development meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and share information about the proposed application. In order for the meeting to occur, the following items must be submitted to the Public Works Department:

(a) ~~a copy of the deed to the property~~ The written legal description of the property.

(b) A written description of the proposed development which provides details of the proposal that can be mailed to neighbors. The narrative should be as detailed as practicable, without being lengthy or technical. It should describe the proposed uses contained in the development, any proposed open space or parks, and connections to nearby major roads and subdivisions.

(c) Because this is a preliminary meeting, a fully finished preliminary plat is not required, however, three full-sized drawings are required, as well as an 8 ½" by 11" reduction, generally showing lots, roads, topography, flood plains, existing easements and structures, physical features (such as ponds, creeks, and large stands of trees), and proposed parks and open spaces.

(d) A site plan must accompany any request for commercial, industrial, multi-family, or Special Use, generally showing in a preliminary manner proposed buildings, parking, driveways, landscaping areas and screening.

(e) A certified ownership list for all property within a three hundred fifty (350) foot radius of the exterior boundary of the subject request.

(f) A completed Greenbelt Enhancement Statement if required by and in accordance with Section 4-2027 of the Code of the City of Norman. (O-1011-23)

(g) A filing fee of one hundred twenty-five dollars ($125.00), which will be credited against any filing fee charged for a future preliminary plat application for the same

property. This fee is non-refundable, and must be paid each time a separate meeting is requested.

A complete Pre-Development application packet must be ~~received~~ filed in the ~~Public Works~~ Planning Department by 4:00 p.m. seventeen (17) days before the regularly scheduled Pre-Development meeting. ~~Such~~ Pre-Development meetings will be held on an as-needed basis, and are anticipated to occur ~~at least~~ once a month. Staff will notify all persons identified on the certified ownership list, and will include a copy of the written description of the proposed project as well as any reduced drawings. ~~This meeting must be completed before any formal rezoning or plat application can be filed with the City, but may not occur more than six (6) months before said filing.~~ If an applicant does not submit an application for Planning Commission within six months from the date of the Pre-Development meeting, a new Pre-Development meeting must be held prior to the Planning Commission hearing.

At that same time, an application packet may also be submitted for a preliminary plat. By submitting both application packets at the same time, the application will be scheduled for a Pre-Development meeting, and then a Planning Commission hearing in the month immediately subsequent to the Pre-Development meeting.

However, if the application for Planning Commission hearing is not filed in the Public Works Department at the same time the Pre-Development application is filed in the Planning Department according to the above deadline, the application will be scheduled for a Planning Commission hearing at the time that application is received in the Public Works Department.

* * *

Sec. 19-305. Preliminary plat: Duration of approval.

Approval of a preliminary plat by the City Council shall be valid for a period of five (5) ~~three (3)~~ years from the date of approval; provided, however, that if one (1) or more final plats are filed for record within said five (5) ~~three (3)~~ years time frame, the preliminary plat validity shall be extended for two (2) years, or a total of seven (7) ~~five (5)~~ years from the initial date of approval by the City Council.

* * *

Sec. 19-306. Preliminary plat: Changes from the approved plat.

In any instance where a final plat includes: A rerouting of a collector street; a change in relationship between uses of land; an increase in the number of lots by more than five (5) percent; or a request for a change of specific elements of the preliminary plat, then the preliminary plat must be reapproved, and the subdivider shall pay a full preliminary plat filing fee on that part of the preliminary plat not previously filed of record as a final plat.

* * *

Sec. 19-307. The preliminary plat: Requirements for Administrative Renewal.

A. Prior to the expiration of a preliminary plat, previously approved by Planning Commission and City Council, the period of validity may be administratively renewed by the Development Committee for one subsequent five (5) year term upon application by the property owner if the following requirements are met:

1. The renewal fee of $900.00 is paid upon application for renewal of the preliminary plat.

2. The preliminary plat to be renewed is identical to the preliminary plat on file or contains only minor amendments.

B. Submission of Plat and Site Plan. If the preliminary plat to be renewed is identical to the preliminary plat currently on file, resubmittal of copies of the preliminary plat and site plan is not required. If the preliminary plat to be renewed contains minor amendments to the preliminary plat currently on file, the following items must be submitted with the application for renewal for review by the Development Committee: five (5) copies of the preliminary plat that comply with §19-303 and five (5) copies of a site plan that comply with the requirements of §19-302(2)(c).

C. All proposed amendments to the preliminary plat currently on file will be reviewed by the Development Committee for a determination of whether the proposed amendments are minor or major as provided herein. Major amendments cannot be approved administratively by the Development Committee and must go through the normal development process described in §19-302 and §19-304 herein. Minor amendments to the preliminary plat can be administratively approved after a favorable determination by the Development Committee.

D. Major amendments to the preliminary plat are those that significantly alter the layout and use of the preliminary plat, increase the number of lots by more than ten

percent (10%), alter any streets except as allowed in (6) below, or significantly alter the design or scope of the preliminary plat.

E. Changes to parkland location, for either a permanent or temporary park, may be approved administratively by the Development Committee but only upon approval by the Director of Parks and Recreation, or his or her designee. If the Director of Parks and Recreation or his or her designee denies a proposed change in parkland location, the application for renewal of the preliminary plat cannot be approved administratively.

F. Street alterations may be approved by the Development Committee if necessitated by a request for an increase or decrease in the number of lots, so long as the layout of the streets are not substantially altered. All alterations to streets must conform to adopted public safety and traffic management standards before being approved administratively.

G. Final plats must comply with all intervening modifications to Chapter 19 to other pertinent City of Norman regulations occurring from the date of renewal of the preliminary plat to submission of the final plat for approval. Accordingly, if a preliminary plat is administratively renewed, at the time of renewal, a notation must be placed on the preliminary plat that states: "Approval of the corresponding final plat, when presented to City Council for such approval and acceptance, must comply with any and all intervening modifications to Chapter 19, or other pertinent chapter, of the Code of Ordinances of the City of Norman occurring from the date of first renewal to the date of submission of the final plat to City Council for approval."

* * *

~~Sec. 19-307.~~ Sec. 19-308. The final plat: General.

The subdivider shall prepare a final plat for presentation to the ~~Planning Commission and~~ City Council. It shall conform with the minimum standards of this Code and with the preliminary plat approved by the City Council.

* * *

~~Sec. 19-308.~~ Sec. 19-309. Final plat: Procedure for filing application for consideration of the ~~Planning Commission~~ City Council.

In order to be included on the agenda of the ~~Planning Commission~~ City Council, an application shall be in compliance with all of the following:

A. Three (3) dark line prints of a final plat, neatly drawn, shall be submitted to the Public Works Department before 1:30 p.m. Monday, not less than thirty-one (31) days prior to the next ~~Planning Commission~~ City Council meeting.

B. At the same time, there shall be submitted three (3) sets of the proposed plans and specifications in final form for all required public improvements.

1. ~~Coincident with the submission of the final plat for approval by the Planning Commission and prior~~ Prior to the installation and construction of the required public improvements within any subdivision, plans and specifications therefor shall be prepared by a registered professional engineer and submitted to the City through the Public Works Department. That department shall, if warranted after the examination and inspection of said plans and specifications, submit to the ~~Planning Commission~~ City Council ~~and thereafter to the City Council~~ a report that, in its opinion, the plans and specifications comply with all current ordinances and standards applicable thereto. No installation or construction of any public utility or required public improvement shall be commenced without approved plans and specifications and permission from the Public Works Department.
2. Three (3) sets of plans and specifications for all required public improvements shall be filed with the City through the Public Works Department for final approval. The Development Committee shall review and approve such plans prior to the ~~concurrent with the submission of the request for~~ consideration of the final plat by the ~~Planning Commission~~ City Council.
3. City approval of public improvement plans for any required public improvement or any part thereof is null and void two (2) years from the date of approval unless said public improvements are under construction and will be completed within ninety (90) days. Plans for which approval has expired shall be resubmitted for review and current approval before any work is undertaken on the project and coincident with any consideration of the renewal of a corporate surety bond associated therewith; provided, however, this shall not preclude the City from instituting a legal action to recover under said corporate surety bond.

* * *

F. The final plat shall conform with the preliminary plat as approved by the City Council, and shall not include the rerouting of a collector street, a change in the relationship between uses of land, an increase in the number of lots by more than five (5) percent, or a change of specific elements of the preliminary plat. Plats failing to meet these requirements or other requirements of this chapter shall not be placed on the ~~Planning Commission~~ City Council agenda.

* * *

~~Sec. 19-309~~ Sec. 13-310. Final plat: Contents.

A. The final plat shall be drawn on a scale of one hundred (100) feet to the inch from an accurate survey and on sheets whose dimensions do not exceed twenty-two (22) inches by thirty-two (32) inches between border lines on a mylar or equivalent standard twenty-four (24) by thirty-six (36) inch sheet. However, in the instance of the platting of a small area, the scale of the drawing may be changed such that one (1) inch will equal less than one hundred (100) feet in order to allow a larger representation of the tract; and, for platting of large lot subdivisions in the rural area containing more than one hundred (100) acres, then a scale of one (1) inch equals two hundred (200) feet may be used. On every sheet of every plat there shall be a key map showing the location of the subdivision referenced to government survey section lines and major streets and a legal description. If more than two (2) sheets are required for the plat, the key map shall show the number of the sheet for each area. A border of one (1) inch surrounding the sheet shall be left blank at the top, bottom, and right hand side, and a margin of three (3) inches at the left side for binding purposes.

B. The final plat shall contain the information required for approval of a preliminary plat. Every sheet of the final plat shall also include the following:

* * *

21. The following certification and appropriate signatures shall be made and shown on the submitted original tracing in black ink:
    (a) Owner's certificate and dedication, executed and acknowledged. The certificate shall be substantially in the following form: "As owner, I hereby certify that I have caused the land described in this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat." Dedication of the streets, easements, and other public areas shall be made as a part of this certificate. This certificate shall be executed in the same manner as a real estate conveyance is executed;
    (b) Certificate by the owner's surveyor to the effect that the owner's surveyor has fully complied with the requirements of the City of Norman Subdivision regulations and the subdivision laws of the State of Oklahoma governing

surveying, dividing, and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; that the plat represents a survey made by the surveyor and that all monuments and benchmarks indicated thereon actually exist in their location, size, and material are correctly shown;

(c) Certificate of bonded abstractor, executed;

(d) Certificate for release of mortgage for any portion dedicated to the public, executed and acknowledged;

(e) County Treasurer's certificate, executed;

~~(f) Certificate of Planning Commission approval;~~

~~(g)~~(f) Certificate of City Council acceptance of ways, easements, and public land dedications; and,

~~(h)~~(g) Certificate by the Chairman of the City of Norman Development Committee that the improvements comply with the approved standards and specifications.

* * *

~~Sec. 19-311.~~ Sec. 19-312. Final plat: ~~Planning Commission~~ City Council action~~, appeals~~.

A. The ~~Planning Commission~~ City Council shall approve or disapprove the final plat. Approval shall be shown on the plat with the date of such approval and over the signature of the ~~Commission Chairman~~ Mayor.

B. If the final plat be disapproved, the reasons for such action shall be specifically stated in writing, a copy of which, signed by the ~~Planning Commission Chairman~~ Mayor, shall be transmitted with the tracing and prints to the applicant.

C. ~~If the final plat be disapproved by the Planning Commission, the applicant may take the plat to the City Council for consideration, where by a majority vote it may be approved for filing. However, no~~ No plat shall be approved which does not comply with this chapter.

* * *

~~Sec. 19-312.~~ Sec. 19-313. Permit for public improvements required.

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~~Sec. 19-313.~~ Sec. 19-314. Accomplishment of improvements: General procedure.

* * *

~~Sec. 19-314.~~ Sec. 19-315. Improvement construction prior to filing and/or submitting a surety to secure the actual construction of required improvements.

A. Normally a subdivider elects to install and construct any or all of the public improvements required herein prior to the filing of a final plat. Under such circumstances, the procedure shall be as follows:

1. The subdivider shall submit a written request to the Public Works Department indicating in specific detail the required public improvements which the subdivider proposes to install and construct prior to the filing of the approved final plat.
2. The Public Works Department shall review the construction drawings and documents and prepare a written report for the ~~Planning Commission~~ Development Committee.
3. The ~~Planning Commission~~ Development Committee shall approve ~~the final plat if it is in order and~~ the program for accomplishing all required public improvements is feasible and in compliance with the approved preliminary plat and not contrary to the public interest. If approved, the City of Norman Public Works Department is authorized to issue construction permits for all required public improvements.
4. In all cases where the ~~Planning Commission~~ Development Committee approves a program of construction of required public improvements prior to the filing of a final plat, a copy of the final plat, without benefit of required signatures of City officials, shall be held in escrow by the City through the Public Works Department. It shall not be released for any purpose until the approved program of construction is completed and all public improvements are accepted by authorization of the City Council. Subsequent to the acceptance of all required public improvements included in the construction program and the accomplishment of all other commitments, if any, of the subdivider, the final plat shall be executed by the City and recorded at the County Courthouse.

5. An approved program of construction under this method shall be completed within a period of two (2) years. Two (2) years from the date of approval by the ~~Planning Commission~~ Development Committee, the approval of any construction program which has not been initiated shall become null and void.

* * *

~~Sec. 19-315.~~ Sec. 19-316. Completion and City acceptance of public improvement.

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~~Sec. 19-316.~~ Sec. 19-317. Final plat: City Council Action.

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~~Sec. 19-317.~~ Sec. 19-318. - Final plat: Recording.

The owner or the owner's engineer shall submit the original tracing of any plat and the recording fee for filing of said plat in the office of the Cleveland County Clerk to the Public Works Department at the time approval by the City of Norman Development Committee is requested in writing. All required signatures shall be properly affixed. The City will retain possession of said original, securing ~~Planning Commission and~~ City Council signatures. The Public Works Department will make reproducibles and dark line prints for recording purposes, and will record said plat at the owner's expense within ten (10) days after approval of the final plat by the City of Norman Development Committee. In such cases where a subdivision is to be bonded and filed prior to the improvements, said bonds will be approved by the City Council at the time of acceptance.

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~~Sec. 19-318.~~ Sec. 19-319. Procedure for amendment of site plans.

* * *

~~Sec. 19-319.~~ Sec. 19-320. Procedure for amendment of final plats.

In such case where a final plat has been reviewed and approved by ~~the Planning Commission, and accepted by~~ the City Council, the owner may submit, prior to its recording, to the City of Norman Development Committee an amended final plat. The City of Norman Development Committee may approve said amended final plat provided

that there are no changes which significantly alter the layout, use, number of lots, or other material features of the plat. It is intended that such adjustments might include such things as minor lot configurations or slight adjustments necessitated in the field at the time of construction of improvements. If the unanimous vote of the City of Norman Development Committee concurs, then said final plat will be accepted and filed of record in accordance with the remaining procedures of this Code. Otherwise, any such change including any additional dedications of easements or rights-of-way will necessitate a review and acceptance on the part of the City Council.

* * *

Sec. 19-602. Exception for issuing a building permit.

A. *Exception from Platting in A-1, A-2, and RE zoning districts:*

1. In the A-1, A-2 and RE zones, building permits may be obtained on all tracts of ten (10) acres or more which abut on a minimum fifty-foot private roadway easement, granted to abutting property owners, which connects to a City street without the requirement to plat if the land and roadway easement were filed of record prior to February 7, 1984. The instrument which establishes this easement shall indicate that it is intended for future roadway purposes and shall not be accepted nor maintained by the City until and unless constructed according to the City's street standards. This easement shall contain a provision which expressly grants right of access to police, fire, sanitation, inspection, and health department vehicles and personnel who are in the process of performing their normal responsibilities as City, county, state or federal employees. All other zoning requirements for the particular zone in which these tracts are located shall be complied with and satisfied.
2. In the A-1, A-2 and RE zoning districts, building permits may be obtained on all tracts of five (5) acres or greater that abut a public street that is open, and which were filed of record on or before June 27, 1997. Prior to receiving a building permit to construct a new residential dwelling on such tracts, the owner must deliver to the City a duly executed roadway and utility easement for all adjoining public or section line roads which abut the property, in an amount sufficient to accommodate the proposed roadways as reflected on the adopted City of Norman Transportation Plan. Dedication is not mandatory for building permits which do not constitute a change of use, such as a residential addition, or which involve agricultural uses. For tracts containing more than forty (40) acres, the roadway easement would only be required adjacent to that portion of the entire tract that approximates a forty (40) acre parcel. Such tracts shall comply with

all other zoning requirements of the City of Norman. The purpose of all such dedications is to facilitate the eventual improvement of rural roadways. Any private improvements within the expanded roadway easement may remain until a roadway project occurs, at which time the City would either pay for any existing improvements or institute condemnation action to acquire the real property as required by law. All existing improvements must be noted on the dedication.

B. *Deferral of public improvements:*

1. It is the purpose of this section to provide, in specific cases, as are hereinafter designated, a procedure whereby the City Council may temporarily defer the construction of certain public improvements required by the Code of the City of Norman at the time of acceptance of a final plat within a subdivision; provided that the City Council, in its sole judgment, deems that such deferment shall be immediately in the interest of public health, safety, or general welfare. It is the further purpose of this section to provide in specific cases where construction of required drainage improvements outside the boundary of a subdivision plat or other tract of land cannot be accomplished because the necessary easements or rights-of-way cannot be reasonably obtained, a procedure whereby the City Council may temporarily defer the construction of certain public improvements required by the Code of the City of Norman at the time of acceptance of a final plat and the associated program of improvements.

2. The City Council, after recommendation from the Director of Public Works ~~and the Planning Commission~~, may accept a final plat and authorize the issuance of building permits prior to the construction of such deferred public improvements required by the Code of the City of Norman in the following situations:

   (a) Where incompatible grades exist;

   (b) Where there are inadequate or a lack of connecting facilities;

   (c) Where construction of the improvement would not immediately function for its intended use; or

   (d) Where such improvement would be replaced by a planned future project.

3. The City Council, after recommendation from the Director of Public Works ~~and the Planning Commission~~, may accept a final plat and the program of improvements and defer public drainage improvements with the condition that the deferred drainage improvements are a part of the program of improvements but are the responsibility of the City of Norman to construct under the following situations:

   (a) Where construction of required drainage improvements outside the boundary of a subdivision plat or other tract of land cannot be

accomplished because the necessary easements or rights-of-way cannot reasonably be obtained; or

(b) Where documentation is provided which demonstrates that reasonable and proper attempts have been made to obtain the necessary easements and rights-of-way to construct the drainage improvements required by the City and that these attempts have been unsuccessful.

(c) Deferral of such improvements shall not result in any increased flooding of any street or habitable structure.

4. Whenever it is deemed necessary by the City Council to defer construction of any improvement, other than drainage under section 19-602B.3, the applicant shall pay the cost, as determined by the Director of Public Works, of future improvements to the City within ten (10) days of City Council acceptance of the final plat. Payment of cost shall be in cash or certificate of deposit.

In the case of deferred construction recommended under subsection 19-602B.3. above, the applicant shall make the following payments:

(a) An initial payment based on the engineer's estimate of the cost of construction as approved by the Director of Public Works plus the estimated costs of right-of-way acquisition and competitive bidding. The initial payment shall be in cash or certificate of deposit and shall be made within ten (10) days of City Council acceptance of the final plat.

(b) A final payment based on the actual cost of construction, right-of-way acquisition, and competitive bidding minus the initial payment. If the initial payment is greater than the actual cost, the difference will be returned to the applicant upon action of the Council upon request from the applicant. The final payment shall be in cash.

5. Monies received by the City under the authority of this section shall be separately accounted for and expended for no other purpose than in conjunction with the later construction of deferred improvement, except for deferred drainage improvements.

6. Monies received by the City under authority of this section for drainage improvements must be separately accounted for, but may be used for a drainage improvement other than the specific deferred improvement with the approval of the City Council if the proposed drainage improvement addresses a problem of the tract of land that the specific deferred improvement serves. The applicant is relieved of the obligation for the deferred improvement when its deferred funds are expended.

7. If construction of the deferred facility has not commenced within ten (10) years from the date of deferment, then the cost paid or the certificate of

deposit may be returned upon action of the Council upon written request of the payor.

8. A deferment as contemplated by this section shall be submitted to the ~~Planning Commission~~ Development Committee for a recommendation of approval or disapproval at the same time the final plat is submitted. The deferment and recommendation shall then be submitted to the City Council for its consideration at the same time the final plat is submitted for acceptance.

* * *

Sec. 19-606. Exception to allow Norman Rural Certificates of Survey as plats in A-1 and A-2 Zoning Districts.

A. It is the purpose of this exception to allow lots of ten (10) acres or more to be developed and sold adjacent to public or private roadways in the A-1 and A-2 Agricultural Districts; however, private roadways should be constructed and maintained in such a manner that said roadways may be traversed and used by police, fire and other official vehicles of all municipal, county, state and federal agencies. Lots created under this process shall be designated as "Norman Rural Certificate of Survey Subdivisions" and may be permitted under the following procedures (Ord. No. O-0203-34):

1. ~~Before a Norman Rural Certificate of Survey for any parcel greater than forty (40) acres can be submitted to the Public Works Department for consideration by the Planning Commission, a Pre-development Informational Meeting must be held.~~ Any applicant contemplating a Certificate of Survey ~~for any parcel containing less than forty (40) acres~~ may voluntarily request a pre-development meeting, subject to the same filing requirements. The purpose of the meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and share information about the proposed application. In order for the meeting to occur, the following items must be submitted to the Public Works Department:
   (a) A copy of the deed to the property.
   (b) A written description of the proposed development which provides details of the proposal that can be mailed to neighbors. The narrative should be as detailed as practicable, without being length or technical. It should describe the proposed type of homes contained in the development, any proposed open space or parks, and connections to nearby major roads and subdivisions.
   (c) Because this is a preliminary meeting, a fully finished Certificate of Survey is not required, however, three (3) full-sized drawings are required, as well as an eight and one-half (8½) inch by eleven (11) inch reduction, generally showing lots, roads, topography, flood plains, existing easements and structures,

physical features (such as pounds, creeks, and large stands of trees), and proposed open spaces and greenbelts.

(d) A certified ownership list for all property within a three-hundred fifty-foot radius of the exterior boundary of the subject request.

(e) A filing fee of one hundred twenty-five dollars ($125.00), which will be credited against any filing fee charged for a future Rural Certificate of Survey application for the same property. This fee is non-refundable, and must be paid each time a separate meeting is requested.

A complete application packet must be received in the Public Works Department by 4:00 p.m. seventeen (17) days before the regularly scheduled Pre-Development meeting. Such meetings will be held on an as-needed basis, and are anticipated to occur at least once a month. Staff will notify all persons identified on the certified ownership list, and will include a copy of the written description of the proposed project as well as any reduced drawings. ~~The meeting must be completed before any formal plat application can be filed with the City, but may not occur more than six (6) months before said filing.~~

* * * * *

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

ADOPTED this _____ day

of _____, 2013.

_____

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2013.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

ORDINANCE NO. O-1213-32 ITEM NO. 9

STAFF REPORT

ITEM: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTION 19-104; ARTICLE II, SECTIONS 19-201, 19-202 AND 19-204; ARTICLE III, SECTIONS 19-301, **19-302**, 19-307 TO 19-319; AND ARTICLE VI, SECTION 19-602 AND 19-606 AND ADDING ARTICLE III, SECTION 19-320 TO EXTEND THE VALIDITY PERIOD OF PRELIMINARY PLATS AND TO ESTABLISH FEES THEREFORE; TO REMOVE THE REQUIREMENT FOR PLANNING COMMISSION APPROVAL OF FINAL PLATS; AND TO REMOVE THE REQUIRMENT FOR PRE-DEVELOPMENT MEETING FOR PROPERTIES SUBDIVIDED BY CERTIFICATE OF SURVEY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:
This request is for an amendment to Section 19-302 of Chapter 19 (Subdivision Ordinance). During the February 14, 2013, Planning Commission meeting, staff proposed amendments to Article I, Section 19-104; Article II, Sections 19-201,19-202 and 19-204; Article III, Sections 19-301, 19-307 to 19-319; and Article VI, 19-602 and 19-606; and adding Article III, Section 19-320 of Chapter 19 (Subdivision Regulations) of the City's Code. Those amendments and addition were approved by the Planning Commission as Ordinance No. O-1213-32.

Due to a staff oversight, Article III, Section 19-302 of Chapter 19 was not included in the public notification and original ordinance title that was brought forward to Planning Commission in February. The following amended ordinance now includes this section of the subdivision regulations.

Even though the title above includes all sections of Chapter 19 that will be considered for amendment and addition as the case proceeds to City Council, the only section that Planning Commission is considering in this request is Section 19-302 which is the section that was omitted in the previous advertisement.

DISCUSSION:
The amended ordinance for consideration amends Article III, Section 19-302 of Chapter 19 to allow a preliminary plat applicant to apply for a pre-development meeting and Planning Commission meeting in the same application cycle. This is a companion amendment that is consistent with Ordinance O-1213-31 which was approved by the Planning Commission in February and amended the Zoning Ordinance with the same language to allow concurrent application submittal for pre-development and Planning Commission meetings.

RECOMMENDATION:
Staff recommends approval of the ordinance as amended.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

FEBRUARY 14, 2013

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of February 2013. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Roberta Pailes Cindy Gordon Andy Sherrer Jim Gasaway Sandy Bahan Tom Knotts Chris Lewis
MEMBERS ABSENT	Dave Boeck Curtis McCarty

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator

* * *

Item No. 7, being:
ORDINANCE NO. O-1213-32 – AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE I, SECTION 19-104; ARTICLE II, SECTIONS 19-201, 19-202 AND 19-204; ARTICLE III, SECTIONS 19-301, 19-307 TO 19-319; AND ARTICLE VI, SECTIONS 19-602 AND 19-606 AND ADDING ARTICLE III, SECTION 19-320 TO EXTEND THE VALIDITY PERIOD OF PRELIMINARY PLATS AND TO ESTABLISH FEES THEREFORE; TO REMOVE THE REQUIREMENT FOR PLANNING COMMISSION APPROVAL OF FINAL PLATS; AND TO REMOVE THE REQUIREMENT FOR PRE-DEVELOPMENT MEETING FOR PROPERTIES SUBDIVIDED BY CERTIFICATE OF SURVEY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Annotated Ordinance

and

Item No. 8, being:
ORDINANCE NO. O-1213-31 – AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 422.1 (AMENDMENT) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO ALLOW CONCURRENT SUBMITTAL OF PRE-DEVELOPMENT AND PLANNING COMMISSION APPLICATIONS; REGULATING TIME BETWEEN PRE-DEVELOPMENT AND PLANNING COMMISSION MEETINGS; SPECIFYING NOTICE REQUIREMENTS AND CLARIFYING OTHER SUBMITTAL REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Annotated Ordinance

PRESENTATION BY STAFF:
1. Terry Floyd – To give you a little background about what we're doing with amendments to both the Subdivision Regulations and also to the Zoning Ordinance, we essentially have four changes in our development process. These are done in an effort to streamline and speed up our timeline for a property that's getting through the platting process and so forth. The four options we'll be talking about tonight are extending the validity of a preliminary plat to five years, and also adding an administrative approval process for an additional five years; the review and approval of final plats solely by the City Council; allowing for Pre-Development and Planning Commission concurrent submittal; and then additionally removing the requirement for a Pre-Development meeting for COS properties above 40 acres. This is coming from the Council Business and Community Affairs Committee. We met and discussed with them and the development community at three different meetings to develop this and get where we're at today on these changes. First Subdivision Ordinance we'll be talking about is extending the validity of the preliminary plat to five years and adding an administrative approval process. Currently, for those of you who may not be familiar, most preliminary plats are good for three years, and if any portion of that is final platted it buys an additional two years, so that preliminary plat is valid for five years. With this change, that would just be a straight five years that the preliminary plat would be good for that; there wouldn't be the additional requirement of the final plat to get those two years. Additionally, we're adding an extension process, very similar to what Oklahoma City does, in that if a preliminary plat is up for expiration, the developer can come in with that plat and, barring what we would consider a major amendment to the plat, which is outlined in the ordinance, then with a $900 fee, formal letter, and application then that could be administratively approved by the Development Review Committee and then, therefore, that plat can then be extended administratively another five years. There is a requirement in this that any plat, as it comes forward to final platting, will comply with any changes in subdivision regulations or zoning or any of our engineering design criteria, land use plan – so, essentially, when that plat become final plat, any of those changes will be adhered to then and looked at. We look at some considerations for this change. We look at it could be a potential benefit to some of our larger subdivisions – those particularly well over 60-70 acres that

may be 10-15-20 years to build out. This could allow them to essentially continue that without sending it all the way back through the process and the costs for the development. Again, with the administrative review, that's just one less time that has to come back through and, when there are no changes, essentially, like tonight there was very few changes to the St. James Park plat so you saw that landed on the Consent Docket.

In the interest of time, go ahead and get to number 2 in our subdivision ordinance amendments. This is review and approval of the final plats by the City Council only. As you saw tonight, final plats are a Consent Docket item for Planning Commission. Generally, barring any major amendments, these plats are looked at by our Development Committee – all the plans and so forth are looked at and forwarded with a recommendation to the Planning Commission. Planning Commission makes that recommendation and it moves forward to Council. With this change, what's going to happen essentially is the Development Review Committee will make that recommendation. It will not appear on your Consent Docket any longer. The Development Review Committee will be responsible for the final plat construction plan approval, and also that will then allow them to issue – or authorize Public Works to issue construction plans. They'll also review the final plat requests for any public improvement deferrals and will make that recommendation to Council. This is being done, again, in an effort to save time through the development process because what can happen is if you have a final plat that you miss the Planning Commission deadline then you're waiting another whole month to show back up for something that is generally a Consent Docket item and we estimate this can save an applicant maybe even 30 days in the development process. Also see this development change as a big help for smaller commercial developments or maybe industrial developments that are on a very limited timeline for opening. Let's say they want to try to be up and have a building permit in 100 days or have a building completed in 120 days – 30 days makes a huge difference.

The third change we'll talk about is the change in the Zoning Ordinance. This is the change that allows a property to apply for Pre-Development and also for Planning Commission in the same application cycle. As you know, today development has to complete a Pre-Development meeting if they're a Land Use Plan change, rezoning, certificate of survey, and all forms of preliminary plats have to go through a Pre-Development meeting. By the time that meeting is complete, they've missed the deadline for that next month's Planning Commission, so that means that's another whole month before they get there, again adding additional time to the development process. This change allows, at the developer's option, to put those applications in at the same time. Again, that is the developer's option. The Pre-Development meeting is still good for six months. Additionally, at times the applicant may do a Pre-Development meeting to gauge the interest of the community, and if they feel that that interest, or there's changes to be made, they may not move forward to the Planning Commission in the same month. So, again, this is just an option we're moving forward to them. It does not preclude the requirement for any of these types of developments to go through a Pre-Development meeting, so I wanted to be sure that was clear as that question has come up previously.

The fourth change we talk about tonight is another change to the Subdivision Ordinance. That's the requirement for a Pre-Development meeting for any certificate of surveys that are over 40 acres. Any parcel smaller than 40 acres in the COS does not have to go through a Pre-Development meeting. We don't get a lot of very large certificate of survey properties. If there is anybody there at the Pre-Development meeting, it's out of curiosity. Sometimes these are family plats or family land and so, again, just an effort to remove that step, particularly in private property ownership. We would say that would be at the option of the property owner and they may or may not go through that process.

I believe I've worked through some of the items. I'll be happy to answer any questions the Commissioners may have.

2. Mr. Sherrer – Talk about how Norman compares with other communities within the Metro.
Mr. Floyd – We're about in the middle. Some communities are 1 and 2 years on a preliminary plat. Some have an appeal to the Planning Commission for an additional year and/or the

Community Development Director. Oklahoma City is five years. I believe Moore is 2 with the ability to appeal for an additional year. So ours is already among the longer time periods for preliminary plat.

3. Chairman Lewis – With regard to fees, are we on a comparable scale to Oklahoma City and those communities that you just mentioned? Mr. Floyd – When we talk about plat extension fees, we had a whole meeting on this last month where we broke down analysis of staff costs. Oklahoma City is the only other Metro community that's doing something similar to this. Their fee is $1,200 for this plat extension, but their original plat fee varies anywhere from $2,200 to $2,500. Our plat fee is $150 plus $10 an acre. A $900 fee is something that the development community felt was a fair price for this extension. So that's kind of where we compare on that, too.

4. Chairman Lewis – I guess that sparks a question. Why would we charge more for an extension as opposed to initially filing the plat itself? Mr. Floyd – This was a question that the Community Affairs Committee had as well. What they tasked staff to do was go back and look at what it actually cost us to do this. In our analysis, we came up with any plat with an amendment is going to cost the City $900 worth of staff time. That's maybe a little bit of overhead in there, but that's just direct time cost. So when we try to figure a plat fee, if you maybe just charged what the original plat fee was, in some cases, if you have a development that's 100 acres, if they pay the same initial fee, they would pay well over $1,000 for the extension. So $900 was a compromise and was a fee that the Community Affairs Committee and the development community felt would be a fair and applicable cost. Chairman Lewis – So this was a number that was reached with everybody at the table agreeing to a number? Perfect.

5. Mr. Knotts – Could you talk to me a little bit about the Development Committee? Mr. Floyd – That's a committee that's comprised of the Utilities Director, Planning & Community Development Director, also the Public Works Director, City Engineer, Principal Planner, and Subdivision Development Manager. That committee is who makes those recommendations to you on the final plats that appear on your Consent Docket.

6. Mr. Knotts – If the renewal process skips the Planning Commission, is there a public notice that would be connected to we have this plat? Mr. Floyd – No. Part of the thought behind that is, if the plat is not amended to such a state that it would feel like it needs to go back through the process, it essentially has been heard previously by the property owners and whomever in the area. Mr. Knotts – But you're taking a Pre-Development meeting out of this. We're talking about five years, and five years later it's going to be renewed to something. And that's an administrative decision. I have problems with that, but it seems to me that there should be some public notice in there that would notify – the curtain falls and time passes and the people that live around it – the development that's initially involved in the process that should have some ability to input in that renewal process I would think. Mr. Floyd – I will make note of that. Again, one of the things in the ordinance that is outlined is the plat can only be amended so much. It can only be changed a very little bit before – and if those changes are beyond that scope, then it does exactly that.

7. Mr. Knotts – I have problems with that, too. I'm not a lawyer, but I have seen "My Cousin Vinny" several times. I think we heard enough times from the non-City legal staff that "substantial" and "significant" are not definable and that's pretty wishy-washy and it just depends on who is on that committee or who is absent that day whether something is considered that it falls under needing to have a new process. Mr. Floyd – Again, we worked with the development community on this term. We have to leave a little flexibility in the language for the experts and the developer, in some cases, to reach some sort of decision on this, and there may be times when a change is not substantial.

8. Mr. Knotts – I really have a problem with the ability for the Development Committee to approve administratively that renewal based on what seem to be not very clear criteria. "Substantial" twice; "significant" and we've had that argument from the development community, and so I think that's a problem.

9. Mr. Knotts – I don't have a problem with Item 8, trying to cohabitate or file, but it seems like Item 7 has some real problems in the language. Mr. Floyd – It came up in subcommittee as well and that's why we drafted that language as to what the staff could or could not approve. That was one of those wording changes that we allow in there again to try to give a little bit of flexibility to both the staff and the developer to try to work out – and there may be circumstances where that cannot be worked out.

10. Mr. Knotts – So here's my problem with that. We've been badgered quite a bit by the development community about trying to have some of this flexible language, and now we've put it into an ordinance that essentially helps the development community. I don't have a problem with them, but I think that we need to be as tight as possible in the ability to define these changes that trigger either the administrative process or a new process. I mean, it talks about "minor" and that's such a subjective decision. I'm kind of concerned about that.

11. Mr. Knotts – On 7-9, paragraph (g), close to the end, it says complying with ordinance "occurring from the date of first renewal" – I think that probably ought to be from "first approval". Mr. Floyd – I can ask Legal if there's a difference in the term. Mr. Knotts – If it's from the point of renewal, then there's a possibility that there's a gap of five years of changes that could be slipped by or not adhered to – seems to me. Mr. Floyd – Right. When we move forward to the final plat, those will have to be complied with. So there is that protection there. The preliminary plat is, again, a very important phase of the development process, but those things can also be worked out in the final plat when it moves forward.

12. Mr. Knotts – Then on 7-11, paragraph 21, first sentence – I know in new laws you try to update the language. I'm not really sure that we have "original tracing in black ink". It's obsolete language.

13. Ms. Pailes – You do have to note, of course, that this is a reduction in the role of the Planning Commission, and so Commissioners need to ponder how they feel about that. It's not much of a reduction, because approval of final plats is almost never held up, so it's not a great deal, but it is nonetheless a reduction in the small amount of advisory role that we have and needs to at least be noted, because, of course, the question is is the goal to eventually eliminate the Planning Commission? There is nothing written in stone about the City having a Planning Commission. A lot of them don't. A lot of them don't have citizen involvement at this particular context. That thought at least has to occur to you. Mr. Floyd – I just want to point out that the preliminary plat is still coming through here, and the way our development process works, the preliminary plat is very, very important to the development process. That's where a lot of the work is done and the decisions are first made, and when those changes were made in the development process in 2000, that was part of the change that those came forward to the Planning Commission. I would point that out, but I do understand what you're saying as well.

AUDIENCE PARTICIPATION:

1. Harold Heiple, 218 East Eufaula, representing the Norman Developers Council – Sean Rieger sent in an email earlier, I believe to the Chair, saying that he cannot be here tonight but the Homebuilders Association likewise supports, as do we, the recommendation for approval of both of these. I came to be very short and say we like your recommendation. But I appreciate My Cousin Vinny raising all these points that he's concerned about, and I appreciate Ms. Pailes coming up with a concern about is it an erosion of Planning Commission responsibilities. Let me start out by saying to you that this has been vetted by all the players to a great extent – lots of

conversation by the staff, by a City Council committee consisting of five Council members, and usually there were more than five at these meetings. There was considerable discussion. These things were tweaked and it came in over a period of time. It didn't just suddenly come off of somebody's pen at a desk in the staff room and come forward. So let me try to briefly touch on some of the concerns that you had.

First about notice. There's no requirement for a notice on a beginning preliminary plat. The notice requirement is with rezoning. Norman requires that if you're rezoning you must submit a preliminary plat with it. So that's why you see notice done because you see prelims and rezoning come together as a package to you. So there is notice at the inception before you approve a preliminary plat or send it forward you've had your public notice, you've had your public hearing, and people have attended.

Now, I really do appreciate the fact you recognize that over the years we were very concerned about ordinances that had "substantial compliance" or "minor changes" or "major changes" because of the subjectivity involved. As a matter of fact, that was a concern specifically of several members of the City Council – not wanting to get bogged down in that kind of subjectivity. We worked all through it and we took out a number of areas where that took place. In this one area we agreed that there is no way you can be so specific on what is a list of what is or is not minor or major that you could cover every possibility. We are leaving with the Director of Planning the decision-making as to is it minor or is it major, because if the Director of Planning says it's major then it's coming back to the Planning Commission. It's not the development community; it's the staff member who is responsible for implementing not only the ordinances in the community but the 2025 Plan so that giving that kind of subjective approval and flexibility to a staff member is not something that is at all likely to hurt the legitimate needs of the City of Norman. So you're not putting the fox in charge of the hen house when you're doing that. We feel very strongly that the language in these things has been vetted.

I can understand you look at particular sections and you think, well, I'd suggest changing white to caramel or some off color, but believe me it has been worked over and this business, for example, the $900 fee – recognize that might not be right and said bring it back if $900 turns out to be not the appropriate number – come back and do it; the flexibility is there. What we're trying to do is not to take away the powers of the Planning Commission. We're trying to reduce the undue time requirements imposed by Norman regulations on getting through the pipeline here. That's why we are the most expensive city in the state in which to develop – because of the time it takes. And by not coming back to you with a preliminary plat on an administrative extension is because the fact that it is not changed is something – and final approval of a preliminary belongs to the City Council, not to the Planning Commission, so the only thing you can do is make recommendations. If the Planning Director certifies that there has not been a change, then you really haven't been deprived of something. What you have done is say, thank you. You have saved us, as Planning Commissioners, the time of worrying on something that is just perfunctory and ministerial, because it really hasn't changed.

Let's go back to this idea about five years. Somebody says that if you can't build your project in five years, why include all this stuff? Because all of the requirements of the City for regional drainage solutions, as opposed to localized drainage solutions – all the requirements about transportation – master transportation plans – all the other requirements overall – general land use requirements that have developed within the last 10-15 years mean that the plats that are coming in now for subdivisions embrace many more acres – and these are 15 and 20 year projects. So the question becomes why, then, do you even preliminary plat something that's going to take you 20 years? And the reason is because the City of Norman requires that if I'm going to come in and final plat any part of a tract that I own, I must preliminary plat the entire tract. And there's a good, valid reason for that. And that's because, if I'm going to do a part of it, I've got to put a street in or streets someplace, but if that occupies only a portion of, let's say, a 40 or a 60 or a larger acre tract, then the City has got to see up front where is that street going to come out on the other side – on the far end or on the sides. Because, as we develop, you know that we've got to provide – you can't just stub in and leave it there and not worry about what's going to happen when the rest of the thing develops. So that's why we have to

preliminary plat every bit of the property. The old North Base – 585 acres when it was zoned – came in under one preliminary plat when there was absolutely no idea of what was going to happen out there from the inception. So these are things – these are legitimate requirements the City has had for years and we're not trying to get around those – they're good requirements – they're reasonable requirements. What we are saying is that there has been an awful lot of work put in on this in an effort to say that, really, we do need to streamline and we need to shorten the time in the pipeline in Norman, because time is money. If you're holding up – because you only meet once a month as a Planning Commission. We miss your deadline, another 30 days. If you're paying interest on a multi-hundred thousand dollar development loan, you're spending a whole lot of money just killing time. And we're not asking for things that require a legitimate analysis of land use for your recommendation to go forward. We're asking for things that are perfunctory and truly administrative to go straight on through and let's get 'em done so that we can proceed to turning out product that is on an equivalent costs basis to the ultimate consumer as our other neighboring communities afford to their consumers. With that, it really has been worked over. We owe a great deal of thanks to the staff, especially Terry Floyd who has coordinated this on behalf of the staff. They asked us for some starting points; we gave them. But, believe me, City Council members, staff members, development community – all have had considerable input in this. It doesn't come to you lightly. If something needs to be changed, the attitude is it will be changed, no problem. If that's out of date, that's no problem. That doesn't shut the process down. So please don't tweak the language. We'd respectively ask for you just to say this is a good deal to City Council. We recommend your approval. Thank you.

2. Chairman Lewis – In your opinion, have all vested parties had a chance to come to the table in actually producing this document that we have in front of us. Mr. Heiple – The builders and the developers certainly have. Staff will have to speak for itself, but can't think of any staff members who are typically in the game that haven't been participating in this. But Susan can speak better than I can as far as staff participation. And I can promise you that a majority of the City Council has been involved. Ms. Connors – These are primarily changes that affect Public Works and Planning Departments, and certainly those two departments as well as the City Manager's department have been very actively involved in this. And the Legal Department.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Gasaway – I'll just say I think these are some outstanding changes and I'm glad that we're able to streamline the process a little bit and congratulations to the staff and the development community on a good workout.

Jim Gasaway moved to recommend adoption of Ordinance No. O-1213-32 to the City Council. Cindy Gordon seconded the motion.

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

YEAS	Roberta Pailes, Cindy Gordon, Andy Sherrer, Jim Gasaway, Sandy Bahan, Tom Knotts, Chris Lewis
NAYES	None
ABSENT	Dave Boeck, Curtis McCarty

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-32 to City Council, passed by a vote of 7-0.

2. Ms. Pailes – One can't help note the irony that, if we're extending the time period for plat to five years, that suddenly there is deep concern about 30 days. One can't help note the irony there. Item 8 is about time and the whole point that when this was developed time was the critical element and time between the two – Pre-Development and the Planning Commission –

was of the essence. It came about roughly from some comments by Mr. Heiple that when a plan was before Planning Commission a lot of time, effort and money had already gone into it and to disapprove a plan at that point was really quite a disservice to the development community because so much time and effort had already gone into it. At that point a citizen asked him, well, when is the time to discuss it, if the Planning Commission is too late to discuss it because of the amount of time and effort gone into a plan – when is the time to discuss it and to be critical – because, perhaps, not every development is a perfect match for the neighborhood and that community? Eventually, the response to that was that a Pre-Development meeting was the time to discuss it, before it moves forward to Planning. But you require time in between there. In the Pre-Development meeting, in a way, it raises the flag early for developers and lets developers know that there is a difficulty early in the process before it gets to Planning. It also allows a neighborhood to coalesce and develop an opinion. Everybody has got stuff to do. It takes up a lot of a neighborhood to organize around an issue. They can't do it immediately. To deprive a neighborhood of sufficient time to organize and present their ideas between the Pre-Development meeting and the Planning Commission would be a disservice. The Pre-Development meetings actually have worked. Issues have come up. The developers have decided to accommodate the issues – to change or not – but, in any case, they were well aware, then, of what the issues were. But if they are going to accommodate, they need some time to do this – time to negotiate, time to get back with architects, time to ponder some changes. If they rush straight forward to Planning Commission, they're going to be disinclined to negotiate, to change, to alter things that have been upsetting to the neighborhood or the community. In other words, I think this basically takes all the force and good out of the Pre-Development meetings, because it collapses the time and time is what it's about. The Pre-Development meetings are a time when there can be an effective avenue for citizen input. Shorten the times shortens their effectiveness for citizen input. They can be a great venue for actual transparency, since they're face-to-face meetings. Now, everybody elected in Norman says that their goals are transparency and citizen input, and this is actually something that functions to further both of those goals. So I would definitely vote against this, because, as I said, the space of time between Pre-Development and Planning is necessary to the function of the Pre-Development meeting.

3. Mr. Heiple – Those are legitimate questions. Let me say that, in the preliminary discussions since we've had experience with Pre-Development meetings, as this came up one suggestion was made let's just do away with the Pre-Development meetings. The immediate response among the development group at that time was no. The Pre-Development meetings have turned out to be helpful. No question about it. There is no effort to do that. Here's the problem. You ask for time. If I'm going to proceed under the present thing, I have to file by about the 6th of the month in order to get on a Pre-Development meeting in the 4th Thursday of the month. Let's take February. I'd have to file early in February to get on the February meeting. Under the rules, I can't even apply for Planning Commission – I can't even apply for rezoning until after that meeting. That means I can't get on the March Planning Commission docket, which is three weeks after the meeting – three weeks. I have to go clear to April. Now, what we have found is that, if there is a good distribution of what the applicant proposes to do, and it's suggested in here it will be mailed out with both map copies as well as the text of what the proposal is – it's a whole lot better than what the actual instructions and requirements are today, because when Massie drew up these things – requirements for a Pre-Development meeting – he not only put draconian requirements and expensive requirements on there about what you had to come in with, that just damn near equaled the expenses that had to be made in bringing in a preliminary plat. We pointed that out to them, and there was the same thing that said lawyers can't speak up for applicants at a Pre-Development meeting. And Mr. Massie and I had a closed door session about that and I said we're not going to be coming in with something that complies with the preliminary plat and if a client of mine wants me to speak at a Pre-Development meeting, I'll be speaking so understand that and if we're going to have a problem about that – well, that didn't become a problem, and it's been pretty informal in terms of those sort of allowances. But

the existing regulations that are on there are overly restrictive, so that's what we're trying to do is get out of there. Now, under what's before you now, you apply for the Pre-Development meeting. The notice is sent – you're still on the same timeframe as far as scheduling Pre-Development meeting. You have that Pre-Development meeting on the 4th Thursday of the month. You meet on the 2nd Thursday of the next month, which is some three weeks later. So the public has been brought in. They've had their 15 – 10 – 20 – 15 day notice – whatever it is. They've had a notice about it and they can come in to that Pre-Development meeting, which has been very beneficial in the opinion of those who have actually participated in Pre-Development meetings – and the actual experience has been that there have been comments made which can be adjusted on the fly. In today's computer-aided plan drawing it's not that tough to make changes in preliminary plats that are started out. It allows us, then, to find out if there is something that needs to be changed, or if there's something that's going to be objected to at the Planning Commission and subsequently at the City Council, and make a value judgment about whether to try to accommodate it or to try to design around it, or whatever. But, in terms of actual practice and actual fact, we're not taking away the notice. We're not taking away the opportunity. We don't want to take away the opportunity for them to be heard. We want them to have that. We just don't want to be put into the deep freeze for an unnecessary extra month delay on something that can be expressed – if you can't make up your mind within 15 to 20 days as to whether or not you like something that's proposed for your neighborhood, then I'm sorry but you're not entitled to another month. So we don't need to give the public an extra month for that. We're certainly not trying to do away with the Pre-Development meeting. Thank you.

4. Chairman Lewis – I think what we have before us in the ordinance amendments – No. 7 and No. 8 – are an extraordinary effort between all parties – builders, developers, Council members, staff – in coming together and making something that actually meets the needs of everyone.

Andy Sherrer moved to recommend adoption of Ordinance No. O-1213-31 to the City Council. Sandy Bahan seconded the motion.

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

YEAS	Cindy Gordon, Andy Sherrer, Jim Gasaway, Sandy Bahan, Tom Knotts, Chris Lewis
NAYES	Roberta Pailes
ABSENT	Dave Boeck, Curtis McCarty

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-32 to City Council, passed by a vote of 6-1.

* * *

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

February 7, 2013

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 7th day of February, 2013, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Jungman, Spaulding, and Chairman Lockett
ABSENT:	Councilmembers Kovach and Williams
OTHERS PRESENT:	Councilmember Roger Gallagher, Ward One Mayor Cindy Rosenthal Mr. Trey Bates, 3720 Timberidge Drive Ms. Tessa Beder, Norman Chamber of Commerce Mr. Steve Ellis, 633 Reed Avenue Mr. Harold Heiple, 218 East Eufaula Ms. Joy Hampton, The Norman Transcript Mr. Don Wood, Executive Director, Norman Economic Development Coalition
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Director of Planning and Community Development Mr. Ken Danner, Subdivision Development Manager Mr. Terry Floyd, Development Coordinator Mr. Jud Foster, Director of Parks and Recreation Mr. Anthony Francisco, Director of Finance Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Mr. Shawn O'Leary, Director of Public Works Mr. Scott Sturtz, City Engineer Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

CONTINUED DISCUSSION REGARDING STREAMLINING THE DEVELOPMENT PROCESS.

COSTS ASSOCIATED WITH REVIEWING PLATS

Mr. Terry Floyd, Development Coordinator, said in its meeting of January 3, 2013, the Business and Community Affairs Committee (BACA) continued their discussion regarding options to streamline the City's current development process. Staff presented research related to development timelines in communities comparable to Norman and presented language that clarified what constitutes an administrative change in a preliminary plat as a part of the proposed preliminary plat extension ordinance. Staff was asked to research the City's costs associated with reviewing plats as part of the proposed preliminary plat extension process and explore options for streamlining the pre-development meeting process.

Item 1, continued:

Mr. Floyd said Staff researched personnel costs associated with conducting a review of a preliminary plat and utilized a cost analysis that factored each employee involved in each phase and review of the employee's estimated time during each phase of review. He said hourly wage figures include the employee's salary and benefits based on the employee's current rate.

During the streamlining review, it became evident that two cost totals would be needed, one based on a preliminary plat review with no changes and one based on a preliminary plat review with minor amendments. In the proposed preliminary plat extension process, the following conditions will be considered as minor amendments to a preliminary plat applying for extension that can be approved administratively:

- An increase in the number of lots up to 10% or decrease in the number of lots
- Changes to parkland location upon recommendation of approval by the Director of Parks
- Street alterations that concurrently accompany a request for an increase or decrease in the number of lots without substantial altering

Mr. Floyd said the proposed fee for a preliminary plat with no amendments is $450 and the proposed fee to review preliminary plats with minor amendments is $900 and highlighted the proposals. He said the cost difference is due to the number of Staff involved and estimated amount of additional time involved in each review.

Mr. Floyd said Staff previously proposed an extension fee of $1,200 to be consistent with fees charged by Oklahoma City (OKC) for a similar process. He said representatives from the development community stated they would be willing to pay the same fee they pay for a preliminary plat filing which is $150 plus $10 per acre. He said depending upon the size of the development; fees could range from $160 for smaller developments to over $1,000 for larger developments. He said once a fee schedule has been determined, a biennial review will be done to ensure fees are adequate. Councilmember Castleberry said he was pleased the schedule will be reviewed regularly.

Councilmember Gallagher asked how an "adequate" fee could be determined when Staff is already working in that discipline and Mr. Floyd said Staff would look at the time it takes to review the plat to make sure time is adequately accounted for. Councilmember Castleberry asked if time will be tracked and Mr. Steve Lewis, City Manager, said yes, the proposals are estimates at this time.

Councilmember Gallagher said if there is no change or a simple change to a preliminary plat it would not involve every Staff person that reviewed the original preliminary plat and Mr. Floyd said generally, the Staff he listed is involved in the initial process as well as the extension process, but if an amendment did not include park changes then the Parks Department would not be involved. Councilmember Castleberry said it appears Staff is using a worst-case scenario in listing Staff that could be involved in reviewing the plat, but that does not necessarily mean they <u>will</u> be involved and Mr. Floyd said that is correct. Councilmember Castleberry asked if there was Staff that could possibly review the plat that are not listed and Mr. Shawn O'Leary, Director of Public Works, said the Fire Department. He said public safety is always a concern. Councilmember Castleberry asked what their role would be in reviewing the plat and Mr. O'Leary said they would be reviewing the water system to ensure there is enough water coverage for extinguishing fires, access to the development, lane width, etc. Councilmember Gallagher said water usage will become more serious given the drought situation. Mr. O'Leary said the City's Code is very clear on what every subdivision has to produce in terms of gallons per minute at a hydrant and coverage to every house.

Item 1, continued:

Councilmember Castleberry asked if the application is an extension of a previously approved plat, what factors would change that aspect and Mr. O'Leary said there should be no factors. Mr. O'Leary said changes are not always internal to the plat, they could be external to the plat (the perimeter). Councilmember Jungman asked if Staff ever visited a development site and Mr. O'Leary said yes, there are extensive site visits. Councilmember Jungman asked if Staff visits the site when a developer applies for an extension and Mr. O'Leary said yes, generally to review perimeter property changes. Councilmember Castleberry asked if that Staff time is included in the proposals and Mr. O'Leary said yes, an estimated time. Councilmember Jungman asked if proposals include costs for the use of City vehicles and Mayor Rosenthal thought that was a good point. She said contractors and engineers include time, fuel, mileage, etc., into their costs so she did not have a problem with the City's extension fee covering direct costs, which is standard practice. Mayor Rosenthal said the proposals just include costs of doing business, generally.

Mayor Rosenthal asked how long OKC has charged $1,200 for plat extensions and Mr. Floyd said since the mid 1990's. He said their filing fees range from $2,200 for a plat under ten acres to $2,500 for anything over ten acres so $1,200 is basically half their initial filing fee. Mayor Rosenthal said the City of Norman needs two levels of fees with amendments having a higher cost. She felt the City should charge $1,200 for minor amendments and $600 for no amendments. Councilmember Castleberry said he would not be opposed to that, but $900 and $450 would actually make Norman more competitive. Councilmember Jungman liked the idea of matching cost to Staff time as it is a good principal. Councilmember Gallagher asked if OKC based their fees on employee time and wages and Mr. Floyd said he did not research OKC Staff costs. Councilmember Gallagher asked if that would be a factor and Mr. Lewis said Staff does not know OKC's factors as that is an internal issue within that City. Mr. Floyd said OKC processes 12 to 15 plats per year whereas Norman processes four to five maximum. He said he expects residential subdivision developers to use the extension more than commercial developers.

Mr. Trey Bates, 3720 Timberidge Drive, said he is concerned about the ambiguity of what constitutes a minor amendment. He suggested splitting the difference for a fee of $900. Councilmember Castleberry asked if most extensions have amendments and Mr. O'Leary said he did not think any extension is ever submitted without a change. He said the question is whether the changes are minor or major.

Councilmember Castleberry said the simpler the City can make the process, the better. He said more Staff time and cost has been invested on this discussion than he feels is necessary and encouraged Council to move forward. He said the fees are immaterial in a $240 million budget.

Chairman Lockett said businesses would rather have consistency and know what fees will be charged and having a competitive edge would be nice.

Mayor Rosenthal said she was fine with charging $900 and Mr. Floyd asked if $900 was the consensus of Council and they said yes. Councilmember Castleberry said he was comfortable with that since the process can be reviewed later and fees changed if warranted.

Mr. Steve Ellis, 633 Reed Avenue, asked if the $900 fee is the City's way of subsidizing plat extension in order to compete with OKC and Councilmember Castleberry said subsidizing is not the correct word. He said as long as the City if averaging out and does not have a material cost, he is comfortable with that. Mayor Rosenthal said Mr. Ellis has a relevant philosophical point; however, the City is in the service business so the City is trying to cover direct personnel cost while providing a service and recognizing all costs will not be covered. Councilmember Castleberry said he would rather the fee be a little low opposed to not getting a development because the fees were too high, which could ultimately cost the City thousands of dollars in revenue. Councilmember Gallagher said the point is to be competitive and provide a good service for a decent price so businesses will want to build in Norman. Councilmember Jungman said he did not favor trying to be competitive on plat fees, but if $900 if fair, fair is good. Councilmember Castleberry asked if he could quote Councilmember Jungman on not wanting to be competitive and he said he could quote him on stating he does not want to be competitive on plat fees.

Item 1, continued:

OPTIONS FOR STREAMLING THE PRE-DEVELOPMENT MEETING PROCESS

Mr. Floyd said the City currently requires applicants applying for rezoning, Land Use and Transportation Plan (LUP) amendments, Certificates of Survey (COS), and all forms of preliminary plats to attend a pre-development meeting before the application is eligible to be submitted for Planning Commission's (PC) consideration. The first opportunity for the development to appear on a PC agenda is the following month, which can add approximately 28 to 30 days to the development process. He said Staff and the development community discussed options to condense the timeline for pre-development meetings and PC submittal.

Mr. Floyd said the purpose of the pre-development meeting is to allow surrounding neighbors to meet with the applicant in an informal setting and gain information about the proposed application. He said an option to streamlining the process is to allow pre-development meetings to be held on an as-needed basis. The proposal will also allow an applicant to submit their application for a pre-development meeting and Planning Commission meeting in the same application cycle, which could reduce the timeline by approximately 28 to 30 days. He said the choice is up to the developer on whether or not to skip the pre-development meeting and many may choose to have the meeting. He said the proposal would require an amendment to Section 19-301 of the subdivision regulations and Section 442.1 of the Zoning Ordinance.

Mr. Floyd said the amendments may be beneficial to smaller commercial developments or industrial prospects that may be working on a compressed timeline. The developer may choose to hold a pre-development meeting in advance of the PC submittal to receive and/or resolve questions or concerns the surrounding property owners may have. The pre-development meeting is valid for up to six months before PC submittal.

Councilmember Jungman asked if pre-development meetings are valid after a PC meeting and Ms. Susan Connors, Director of Planning and Community Development, said the pre-development is expired at that time and no longer valid. She said if any changes are made the applicant must go through the development process again.

Mayor Rosenthal said the original trigger for protests is currently 20% and the proposal is suggesting 30% and asked why the change since it is rare to even receive 20%. Ms. Connors said it was suggested by the development community and there did not seem to be any harm in changing the percentage. Mr. Harold Heiple, 218 East Eufaula, said protests on pre-development meetings are not as important as protests filed with the PC. He said 30% would be more indicative of problems or concerns and adds protection to neighborhoods. Mayor Rosenthal felt the applicant is already allowed to forego the pre-development meeting so adding 30% protest seemed unfair to property owners who do not get a "peek" at the development. Mr. Heiple said if 30% versus 20% is a deal buster, change it back to 20% and move on and Mayor Rosenthal said she would be more comfortable with 20%.

Mr. Floyd said the proposed amendments could be submitted for PC review on February 14th and to Council for First Reading on March 12th and Second and Final Reading on March 26th. He said if Council prefers, the information can be presented at a Study Session for additional comment or review. Mayor Rosenthal did not believe a Study Session would be necessary and told Staff to submit the proposals to PC on February 14th and if there is significant feedback suggesting Council should reconsider, a Study Session can be scheduled.

Items submitted for the record

1. Memorandum dated January 31, 2013, from Terry Floyd, Development Coordinator, to Council Business and Community Affairs Committee with Attachment A, City of Norman Employee – Total Hours and Cost, No Amendments to Preliminary Plat; Attachment B, City of Norman Employee-Total Hours and Cost, With Amendments to Preliminary Plat; and Attachment C, Draft Ordinance
2. PowerPoint presentation entitled, "City of Norman Development Streamlining Options," Council Business and Community Affairs Committee, dated February 7, 2013

City of Norman, OK

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

Master

File Number: O-1213-33

File ID:	O-1213-33	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 9	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	02/25/2013
File Name:	O-1213-33 Removal of Fire Limits from Code of Ordinances			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1213-33 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE II, CHAPTER 5, OF THE CODE OF THE CITY OF NORMAN BY DELETING SECTION 5-206 WHICH DESIGNATES THE FIRE LIMIT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-33 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 9

Attachments: text File O-1213-33, O-1213-33 Annotated, O-1213-33 Clean, FireDistrict Map

Project Manager: Susan Connors, Director of Planning and Community Devel

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File O-1213-33

Body

BACKGROUND: Currently, the City of Norman has established fire districts under Chapter 5, Section 5-206 of the Code of Ordinances adopted by Council in 1980. A map depicting the locations of the fire districts are attached to this item. With the creation of the fire districts, all non-residential properties within the districts were required to comply with building code requirements for use of non-combustible materials, two-hour fire resistant construction, parapets extending about the roof line, and other fire-safe building methods. At the time of the adoption of the fire districts, there were only two fire stations in Norman, and that lack of infrastructure led to the creation of these districts. The district boundaries were drawn as a result of the heavy concentration and close proximity of non-residential structures within the designated fire districts and the increased risk of a fire spreading quickly between structures.

Progressively, building codes began to integrate stricter requirements into the more general requirements of the code pertaining to buildings constructed in close proximity to each other.

DISCUSSION: The City of Norman Planning Department and Fire Department have reviewed the ordinance creating the fire districts in light of current building and fire code general requirements and both departments have concluded the special fire district designation is no longer necessary. Removing the fire districts from the Code of Ordinances will not adversely impact safety of the built environment in those areas and may enhance current and future development without the hindrance of special consideration imposed by the code. These conclusions are also supported by current firefighting equipment and available water supplies and improved infrastructure.

The current Building Code, adopted by the City of Norman, contains the same requirements for buildings built in close proximity to others that are required for properties built in fire districts. For that reason, the safety precautions of the use of non-combustible materials, two-hour fire resistant construction, parapets extending about the roof line, and other fire-safe building methods are already being met. Meeting these additional conditions for construction type mandated in the fire districts adds costs to the construction of buildings. Using the current building code requirements allows various methods of compliance rather than the single requirement of non-combustible materials.

RECOMMENDATION: The proposed removal of the fire districts from Chapter 5 of the Code of Ordinances is suggested modernization of the Code recommended by both the Planning and Fire Departments. If City Council wishes to remove those districts, Staff recommends adoption of Ordinance No. O-1213-33.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, CHAPTER 5 OF THE CODE OF THE CITY OF NORMAN BY DELETING SECTION 5-206 WHICH DESIGNATES THE FIRE LIMIT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 5-206 of Article II of Chapter 5 of the Code of the City of Norman shall be deleted as follows:

Sec. 5-206. Reserved.

* * *

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

ADOPTED this _____ day

of _____, 2013.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

NOT ADOPTED this _____ day

of _____, 2013.

_____

Cindy Rosenthal, Mayor

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, CHAPTER 5 OF THE CODE OF THE CITY OF NORMAN BY DELETING SECTION 5-206 WHICH DESIGNATES THE FIRE LIMIT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 5-206 of Article II of Chapter 5 of the Code of the City of Norman shall be deleted as follows:

Sec. 5-206. ~~Fire limits.~~ Reserved.

~~The fire limit district includes all property not zoned residential within the areas bounded by:~~

~~(1) Beginning at the intersection of Alameda Street and Ponca Avenue, north along Ponca Avenue to Acres Street, west along Acres Street to Daws Street, west along Daws Street to Webster Avenue, south along Webster Avenue to Tonhawa Street, west along Tonhawa Street to Pickard Avenue, north along Pickard Avenue to Kansas Street, west along Kansas Street to Berry Road, south along Berry Road to Barbour Street, along Barbour Street to Foreman Circle, along Foreman Circle to Foreman Avenue, along Foreman Avenue to Main Street, east along Main Street to Gatewood Drive, south along Gatewood Drive to a point due west of Garver Street to Pickard Avenue, south on Pickard Avenue to the centerline of Comanche Street, then due east of Lahoma Avenue, north along Lahoma to the intersection with Comanche Street, along Comanche Street to Santa Fe Avenue, south on Santa Fe Avenue to Symmes Street, east along Symmes Street to Peters Avenue, south along Peters Avenue to Alameda Street, then east along Alameda Street to the point of beginning.~~

~~(2) Beginning at the intersection of Boyd Street and DeBarr Avenue, then north along DeBarr Avenue to Duffy Street, west along Duffy Street to Asp Avenue, northerly along Asp Avenue to Apache Street, west along Apache Street to University Boulevard, south along University Boulevard to Boyd Street, east along Boyd Street to the point of beginning.~~

* * *

§ 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision,

and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day

of _____, 2013.

_____
Cindy Rosenthal, Mayor

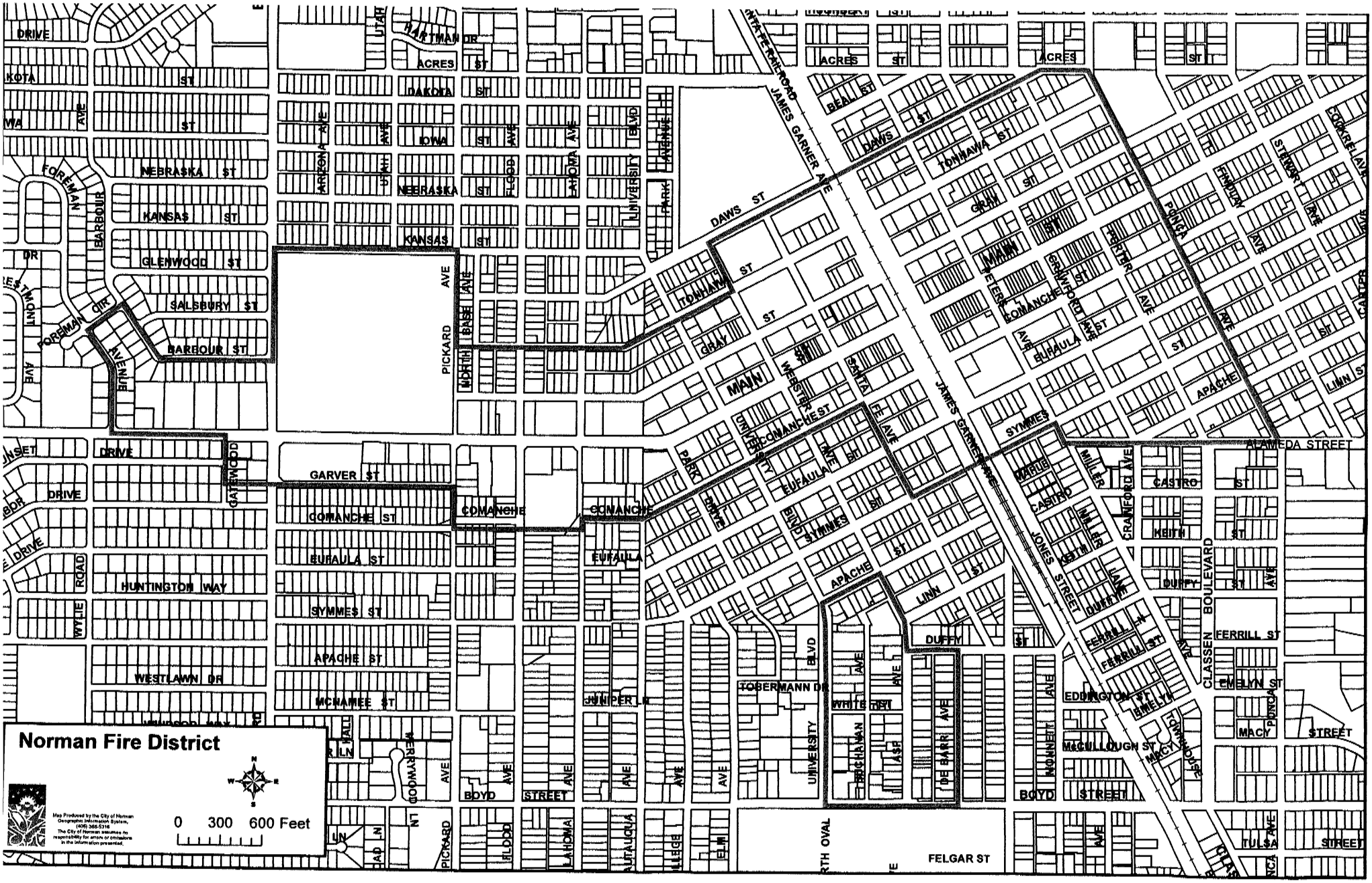
ATTEST:

_____
Brenda Hall, City Clerk

NOT ADOPTED this _____ day

of _____, 2013.

_____
Cindy Rosenthal, Mayor


Norman Fire District
0 300 600 Feet
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.
DRIVE
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FOREMAN
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KANSAS ST
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GARVER ST
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APACHE ST
MCNAMEE ST
HUNTINGTON WAY
WYLIE ROAD
WESTLAWN DR
HARTMAN DR
ACRES ST
DAKOTA ST
IOWA ST
NEBRASKA ST
KANSAS ST
UTAH
ARIZONA AVE
PICKARD AVE
NORTH BASE AVE
FLOOD AVE
OKLAHOMA AVE
UNIVERSITY BLVD
PARK AVENUE
DAWS ST
TONNAWA ST
GRAY ST
MAIN
WEBSTER ST
COMANCHE ST
EUFAULA
SYMMES
APACHE
LINN ST
DUFFY
TOBERMANN DR
JUNIPER LN
WHITE ST
BOYD STREET
FELGAR ST
JAMES GARNER AVE
SANTA FE RAILROAD
BEAL ST
JONES STREET
MABLE
CASTRO
MILLER
CRAWFORD AVE
KEITH
LAKE
FERRILL ST
EDDINGTON ST
EMELYN ST
MACY
MCCULLOUGH ST
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DE BARR AVE
BRICHAMAN
ASP
CLASSEN BOULEVARD
PONCA
STEWART
COOKSEY AVE
ALAMEDA STREET
TULSA
STREET

City of Norman, OK

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

Master

File Number: O-1213-38

File ID:	O-1213-38	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 10	**In Control:**	Planning Commission
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	02/14/2013
File Name:	Lighting Ordinance			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1213-38 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE XII, SECTION 431.6, AND ARTICLE XIV, SECTION 450(51) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO MODIFY THE COMMERCIAL OUTDOOR LIGHTING STANDARDS ORDINANCE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-38 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 10

Attachments: Text File O-1213-38, O-1213-38, O-1213-38 Annotated, O-1213-38 Staff Report, Pert Exc Oversight Minutes February 13

Project Manager: Susan Connors, Director of Planning and Community Devel

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	03/14/2013					

Text of Legislative File O-1213-38

Body

BACKGROUND: The Commercial Outdoor Lighting Standards were adopted in the Zoning Ordinance in June, 2011. In December, 2012 the City Council Oversight Committee began a discussion regarding possible amendment of the Commercial Outdoor Lighting Ordinance. Discussions continued at meetings held by the Oversight Committee on January 9 and February 13, 2013. At the February 13, 2013 meeting, three different drafts of proposed amendments were reviewed. One of those drafts that appeared to reach consensus with some changes discussed at the meeting has been finalized and is coming forward for full City Council

consideration.

DISCUSSION: The existing Commercial Outdoor Lighting Standards are proposed to be amended with the following changes. First, the compliance tables have been removed in favor of language that simplifies, but preserves, their content. The Ordinance now requires corrective action when a Code Enforcement or Police Officer finds evidence of glare or light spillover onto adjacent single or two family properties. Corrective action includes shielding; re-aiming, or replacement of a fixture with a full cut-off fixture.

The second change allows, in instances of the expansion of the development, for pole height to correspond with the height of existing light poles. In this way, businesses are able to ensure a consistent, uniform look.

The third change removes lumen caps requirements from the ordinance. Because the ordinance retains the requirement for full cut-off fixtures, and such fixtures are the best means of directing light onto the subject property only, the Committee was able to compromise on removing the lumen caps at the request of the Chamber of Commerce and other local businesses and still ensure that adjacent single or two family properties were protected from light spillover. Modifications were made in several sections of the existing ordinance to effectuate the removal of all lumen caps from the ordinance, but the most significant change is removal of section 5(f).

The fourth change amends the photometric plan requirements. Previously photometric plans were required for all new outdoor commercial lighting projects. The proposed amendments, in response to concerns about cost from the business community, now only requires photometric plans when the property to be lit is adjacent to property zoned or used for single or two family residential purposes. In addition, for all other developments, photometric plans are optional, and, if a property owner chooses to submit one, it creates a legal presumption that the subject property is in compliance with the lighting ordinance. In addition, photometric plans may now be prepared by electrical contractors as well as by engineers and representatives of the lighting industry. By proposing to amend the ordinance in this way, the Oversight Committee recognized the need to balance the interests of the business community and potentially affected residential neighbors.

Lastly, the definition of glare has been amended to read as follows: "the sensation produced by luminance directed or reflected within the visual field that is sufficiently greater than the luminance to which the eyes are adapted which causes annoyance, discomfort, or loss in visual performance and visibility to a reasonable person."

In addition the above changes discussed by the Committee, the proposed amendments include one more category of exempt lighting that is proposed by Planning Staff. The new category of exempted lighting is: luminaires that are used exclusively to provide emergency power illumination at exit discharge locations that operate only from an emergency power source in the event of a normal power failure. This new category allows businesses to direct customers to exits in the event of a power failure.

The ordinance is to be considered by City Council on First Reading on March 12, 2013 and on Second Reading on March 26, 2013. The Planning Commission will hold a public hearing on the proposed changes, as required by Chapter 22 of the Code of Ordinances of the City of Norman, on March 14, 2013. This sequence is not the City of Norman's standard practice, but the Oversight Committee has directed Staff to move these amendments forward in the timeliest manner possible. As a result, the minutes from the Planning Commission hearing will be included with this item on City Council's March 26th Agenda, but are not included with this First Reading agenda item.

STAFF RECOMMENDATION: If City Council wants to amend the Outdoor Commercial Lighting Standards to incorporate the above changes, then the consensus Oversight Committee draft is being presented for consideration for that purpose. Staff recommends adoption of Ordinance O-1213-38.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE XII, SECTION 431.6, AND ARTICLE XIV, SECTION 450(51) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO MODIFY COMMERCIAL OUTDOOR LIGHTING STANDARDS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 431.6 of Article XII of Chapter 22 of the Code of the City of Norman shall be and is hereby amended as follows:

* * * * *

SEC. 431.6 -- COMMERCIAL OUTDOOR LIGHTING STANDARDS

1. Purpose and Intent. It is the intent of this Section to define practical and effective measures by which the obtrusive aspects of commercial outdoor light usage can be minimized, while preserving safety, security, and the nighttime use and enjoyment of property. These measures are intended to reduce light spillover, minimize glare, and decrease resource waste.

2. Conformance with Applicable Codes. All new commercial outdoor lighting shall be installed in conformance with the provisions of this Ordinance, as well as the currently adopted versions of the Building Code, the Electrical Code, and the Sign Code of the City of Norman as applicable and under appropriate permit and inspection, whichever is the more restrictive.

3. Applicability.

(a) Building Construction. For all public or private commercial, industrial, institutional, and multi-family land uses, developments, buildings, and structures that require a permit subsequent to the effective date of this Section (July 22, 2011), all new outdoor lighting fixtures shall meet the requirements of this Section of the Code.

(b) These lighting regulations do not apply to properties zoned or used for single-family or two-family dwellings.

(c) Exempt Lighting. The following luminaires and lighting systems are exempt from these requirements:
   (1) Internally illuminated signs.
   (2) Temporary lighting for theatrical, television, and performance areas.
   (3) Lighting for non-commercial public or private athletic fields and recreational facilities, although any such lighting should be mounted, aimed, and shielded so that lighting primarily falls within the boundaries of such athletic fields and recreational facilities and lights are extinguished when not in use.
   (4) Lighting in swimming pools and other water features governed by the most recently adopted National Electrical Code.
   (5) Lighting for police, fire, and other emergency services, or required by any state or federal agency, such as the FAA.
   (6) Interior lighting.
   (7) Temporary holiday lighting.
   (8) Low-voltage landscape lighting.

(9) Exterior lights that are mounted within interior courtyards or other areas of the building that are not visible from any abutting residential property.
(10) Decorative and architectural lighting of bridges, public monuments, or public art, although all luminaires should be installed to minimize glare and be shielded such that no glare is visible from any abutting property.
(11) New street lights installed within public rights-of-way.
(12) New lighting to be placed on historic properties such that it is important that the new lighting be in harmony with the period lighting of the property.
(13) Luminaires that are used exclusively to provide emergency power illumination at exit discharge locations that operate only from an emergency power source in the event of a normal power failure.

(d) Prohibited Lighting. The following luminaires and lighting systems may not be used or installed within the City of Norman:
(1) The use of laser source light or any similar high-intensity light for outdoor advertising or entertainment.
(2) The operation of searchlights for advertising purposes.

4. Compliance.
(a) Whenever a complaint about lighting is received, it shall be investigated to determine if corrective action is warranted Corrective action is warranted when a Code Enforcement or Police Officer finds evidence of glare; light spillover onto an adjacent single or two-family property; or a visible bulb from an adjacent single or two-family property. Corrective action includes: shielding, re-aiming, or replacement of a fixture with a full cut-off fixture.

(b) A one-time hardship extension may be administratively granted for up to 180 days, but the applicant must agree in writing to comply with this section of the Code and submit a plan for compliance.

(c) If the administrative exception is denied, that decision may be appealed to the Board of Adjustment, who may grant the extension as a Special Exception.

(d) An additional one year extension above the six month administrative extension may be granted as a Special Exception by the Board of Adjustment provided (a) lights within twenty-five feet of any residential boundary have been modified to comply with this section, and (b) the extent of the renovation is large enough to require additional time based on the difficulty in finding compatible lights or the cost of the retrofit must be amortized over a longer timeframe. Property owners may re-apply to the Board for an additional one year extension, provided that a specific plan of compliance has been provided to the Board demonstrating extreme hardship.

5. General Outdoor Lighting Standards.
(a) Fixture Standards.
(1) Except as otherwise provided, all new nonexempt outdoor lighting fixtures shall be full cut-off fixtures mounted horizontally to the ground that prevent excessive light from going upward; outdoor luminous tube lighting does not require shielding.
(2) Ordinary maintenance of existing fixtures, including replacement of lamps, is specifically allowed. If existing fixtures are removed in order to upgrade, redesign,

or reconfigure the lighting design on the property, then such fixtures must conform to the requirements of this section.

(b) Pole Mounted Lights.
(1) The maximum light level at any point on an abutting residential property line shall not exceed 0.2 footcandles.
(2) Shielding must be permanently installed to ensure continued compliance with this requirement.
(3) Parking lots should be illuminated to a minimum level of 0.2 footcandles.
(4) Light poles installed within twenty-five (25) feet of any residential property line or public right-of-way may not exceed twenty (20) feet in height. All other light poles may not exceed thirty (30) feet in height except in instances of the expansion of a development, pole height may correspond with the height of existing poles. Height is measured to the underside of the lens, and includes any concrete base.

(c) Lights Mounted to Walls of Buildings or Structures.
(1) All wall mounted lighting on buildings or structures shall be full cut-off fixtures.
(2) When such new lights are installed on a wall, the lights may not exceed a mounting height above the roof line of the building or structure.
(3) New lights mounted on the underside of any roof overhang shall be fully recessed so that the lens cover is flush with the bottom surface of the overhang.

(d) Accent Lighting.
(1) Except as allowed under 5(d)(2) below, new fixtures used for accent lighting shall be full cut-off, or directionally shielded lighting fixtures that are aimed and controlled so that the directed light is substantially confined to the object intended to be illuminated. All such lights shall be aimed and shielded to prevent excessive light from going upward.
(2) Fixture types may include floodlights, wall sconces, lanterns, recessed can lights, architectural or decorative lights, or any other fixture that meets the intent of this section. Decorative architectural wall mounted fixtures are not required to be cut-off, semi cut-off, or full cut-off fixtures, so long as such fixtures do not result in any glare as later defined or light spillover onto any abutting residential property greater than 0.2 footcandles when the property is zoned or used as single- or two-family residential.
(3) Lighting required for the night-time display of the American flag may be of any type or intensity, but if directed up towards the flag, the light fixtures shall be installed to minimize glare and shielded such that the light source is not visible from any abutting single-family or two-family property.

(e) Canopy Lighting. New lighting under canopies shall be adequate to facilitate the activities taking place in such locations (a minimum of 0.2 footcandles). Any facility utilizing a drive-through area such as banks, service stations, convenience stores, car washes, etc., shall comply with the following requirements:
(1) New light fixtures mounted in canopies or soffits for drive-through locations shall be installed so that the bulb is fully recessed and the lens is flush with the bottom surface of the canopy, soffit, or overhang.
(2) Fuel dispensing locations shall be illuminated so that the minimum lighting level is at least ten (10) lumens per square foot of the canopy area.

(3) Automated Teller Machines (ATMs) shall be illuminated so that the minimum lighting level is at least five (5) lumens per square foot measured within a ten foot radius of the ATM.

6. Lighting Plan Requirements.

(a) Site Plan Required. All applications for building permits subject to this Section which involve the installation of new outdoor lighting shall include an accurate site plan of the proposed development indicating the location of property lines, and all existing and proposed land improvements, including but not limited to buildings, parking lots, aisles and driveways, streets, sidewalks and walkways, landscaped areas, and accessory structures and the location and type of all exterior lighting fixtures.

(b) In addition to the requirements in 6 (a) above, all applications for building permits subject to this section which exceed 7,500 square feet of new construction in an Office category, or 5,000 square feet of new construction for all other categories of use within this section, and involve the installation of new outdoor lighting shall include the following information:

(1) A photometric plan, prepared by a professional engineer, electricial contractor, or representative of the lighting industry, at a scale no smaller than one inch equals sixty (60) feet when the subject property is adjacent to property zoned or used for single or two family dwellings. When such a plan is submitted, it shall be accompanied by a written opinion from a professional engineer, electrical contractor, or representative of the lighting industry that the lighting plan complies with the standards of this section.

(2) The estimated footcandles at ten feet beyond all property boundaries that abut single or two family residential zones or uses;

(3) To the extent that such information is readily available from the supplier of each light source, a table indicating the type, light source, wattage, initial output in lumens, light loss ratio, height of luminaires above grade, and the maximum to minimum ratio.

(4) To the extent that such information is readily available from the supplier of each light source, manufacturer's catalogue specifications of all luminaires to be used, indicating the design, refractor (lens) type, cut-off angle (cut-off, semi cut-off or full cut-off), and any special features affecting the performance of the light.

(5) An applicant may submit a photometric plan, prepared by a professional engineer, electrical contractor, or representative of the lighting industry, at a scale no smaller than one inch equals (60) feet that demonstrates compliance with this ordinance. If such a plan is submitted, it shall create a legal presumption that the subject property is in compliance with this ordinance.

(c) Additional Submission Requirements. The above required plans, descriptions and data shall be sufficiently complete to enable the designated official to readily determine whether compliance with the requirements of this Section will be met. If such plans, descriptions and data are not reasonably sufficient, the applicant shall submit such additional evidence as reasonably requested by the City of Norman.

(d) Lamp or Fixture Substitution. After any permit has been issued, manufacturer's specifications showing the substitute is equivalent to the approved fixture must be submitted to the City before any new outdoor light fixture or the type of light source therein is changed, together with adequate information to assure compliance with this Section.

(e) Certification of Installation. For projects using 200,000 lumens or more a registered professional engineer shall certify in writing to the City that all lighting was installed in accordance with the approved plans.

* * * * *

§ 2. That Section 450(51) of Article XIV of Chapter 22 of the Code of the City of Norman shall be and is hereby amended as follows:

(51) GLARE. The sensation produced by luminance directed or reflected within the visual field that is sufficiently greater than the luminance to which the eyes are adapted which causes annoyance, discomfort, or loss in visual performance and visibility to a reasonable person. (O-1011-44)

* * * * *

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

ADOPTED this _____ day

of _____, 2013.

_____

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2013.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE XII, SECTION 431.6 AND ARTICLE XIV, SECTION 450(51) OF THE CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO MODIFY THE COMMERCIAL OUTDOOR LIGHTING STANDARD; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 431.6 of Article XII of Chapter 22 of the Code of the City of Norman shall be and is hereby amended as follows:

* * * * *

SEC. 431.6 -- COMMERCIAL OUTDOOR LIGHTING STANDARDS

1.Purpose and Intent. It is the intent of this Section to define practical and effective measures by which the obtrusive aspects of commercial outdoor light usage can be minimized, while preserving safety, security, and the nighttime use and enjoyment of property. These measures are intended to reduce light spillover, minimize glare, and decrease resource waste.

2. Conformance with Applicable Codes. All new commercial outdoor lighting shall be installed in conformance with the provisions of this Ordinance, as well as the currently adopted versions of the Building Code, the Electrical Code, and the Sign Code of the City of Norman as applicable and under appropriate permit and inspection, whichever is the more restrictive.

3. Applicability.

(a) Building Construction. For all public or private commercial, industrial, institutional, and multi-family land uses, developments, buildings, and structures that require a permit subsequent to the effective date of this Section (July 22, 2011), all new outdoor lighting fixtures shall meet the requirements of this Section of the Code.

(b) These lighting regulations do not apply to properties zoned or used for single-family or two-family dwellings.

(c) Exempt Lighting. The following luminaires and lighting systems are exempt from these requirements:
   (1) Internally illuminated signs.
   (2) Temporary lighting for theatrical, television, and performance areas.
   (3) Lighting for non-commercial public or private athletic fields and recreational facilities, although any such lighting should be mounted, aimed, and shielded so that lighting primarily falls within the boundaries of such athletic fields and recreational facilities and lights are extinguished when not in use.
   (4) Lighting in swimming pools and other water features governed by the most recently adopted National Electrical Code.

(5) Lighting for police, fire, and other emergency services, or required by any state or federal agency, such as the FAA.
(6) Interior lighting.
(7) Temporary holiday lighting.
(8) Low-voltage landscape lighting.
(9) Exterior lights that are mounted within interior courtyards or other areas of the building that are not visible from any abutting residential property.
(10) Decorative and architectural lighting of bridges, public monuments, or public art, although all luminaires should be installed to minimize glare and be shielded such that no glare is visible from any abutting property.
(11) New street lights installed within public rights-of-way.
(12) New lighting to be placed on historic properties such that it is important that the new lighting be in harmony with the period lighting of the property.
(13) Luminaires that are used exclusively to provide emergency power illumination at exit discharge locations that operate only from an emergency power source in the event of a normal power failure.

(d) Prohibited Lighting. The following luminaires and lighting systems may not be used or installed within the City of Norman:
(1) The use of laser source light or any similar high-intensity light for outdoor advertising or entertainment.
(2) The operation of searchlights for advertising purposes.

4. Compliance.
(a) Whenever a complaint about ~~existing~~ lighting is received, it shall be investigated to determine if corrective action is warranted ~~in accordance with the standards and requirements listed in Tables 1 and 2 of this section of the Code~~. Corrective action is warranted when a Code Enforcement or Police Officer finds evidence of glare; light spillover onto an adjacent single or two-family property; or a visible bulb from an adjacent single or two-family property. Corrective action includes: shielding, re-aiming, or replacement of a fixture with a full cut-off fixture.

(b) A one-time hardship extension may be administratively granted for up to 180 days, but the applicant must agree in writing to comply with this section of the Code and submit a plan for compliance.

(c) If the administrative exception is denied, that decision may be appealed to the Board of Adjustment, who may grant the extension as a Special Exception.

(d) An additional one year extension above the six month administrative extension may be granted as a Special Exception by the Board of Adjustment provided (a) lights within twenty-five feet of any residential boundary have been modified to comply with this section, and (b) the extent of the renovation is large enough to require additional time based on the difficulty in finding compatible lights or the cost of the retrofit must be amortized over a longer timeframe. Property owners may re-apply to the Board for an additional one year extension, provided that a specific plan of compliance has been provided to the Board demonstrating extreme hardship.

~~TABLE 1~~ ~~POLE MOUNTED LIGHTS~~			
~~Criteria~~	~~Trigger(s)~~	~~Compliance~~	~~Amortization Period~~
~~Commercial, Industrial, Institutional, or Multi-Family Property adjacent or across an alley from property which is zoned or used as a single or two-family dwelling.~~	• ~~Complaint of light spillover, and evidence that bulb is visible from a residential property boundary, OR~~ • ~~Replacement of luminaire~~	• ~~Install shield, AND/OR~~ • ~~Re-aim to minimize glare, OR~~ • ~~Replace with full cut-off luminaire~~	~~180 days after notification~~
~~Commercial, Industrial, Institutional, or Multi-Family Property within 350 feet of property which is zoned or used as a single or two-family dwelling.~~	• ~~Complaint of light spillover, and evidence that bulb is visible from a residential property boundary, OR~~ • ~~Major remodel of parking area where sixty percent of lights are replaced.~~	• ~~Install shield, AND/OR~~ • ~~Re-aim to minimize glare, OR~~ • ~~Replace with full cut-off luminaire~~	~~180 days after notification, OR at the time a CO is issued for remodel~~
~~All other complaints regarding Commercial, Industrial, Institutional, or Multi-Family outdoor lighting~~	• ~~Complaint of light spillover, and evidence that bulb is visible at the property boundary and, after inspection by staff**, evidence of glare as defined by this Ordinance, OR~~ • ~~Replacement of luminaire, OR~~ • ~~Major remodel of parking area where sixty percent of lights are replaced.~~	• ~~Install shield, AND/OR~~ • ~~Re-aim to minimize glare, OR~~ • ~~Replace with full cut-off luminaire~~	~~180 days after notification, OR at the time a CO is issued for remodel~~

~~**Complaints of glare that interfere with a driver's visual performance may be reviewed by the Police Department.~~

~~TABLE 2~~ ~~WALL PACKS~~			
~~Criteria~~	~~Trigger~~	~~Compliance~~	~~Amortization Period~~
~~Commercial, Industrial, Institutional, or Multi-Family Property adjacent or across an alley from property which is zoned or used as a single or two-family dwelling.~~	• ~~Complaint of light spillover, and evidence that bulb is visible from residential property boundary, OR~~ • ~~Replacement of luminaire~~	• ~~Install shield, OR~~ • ~~Replace with full cut-off luminaire~~	~~180 days after notification~~
~~Commercial, Industrial, Institutional, or Multi-Family Property within 150 feet of property which is zoned or used as a single or two-family dwelling.~~	• ~~Complaint of light spillover, and evidence that bulb is visible from residential property boundary, OR~~ • ~~Replacement of luminaire, OR~~ • ~~Building expansion exceeding 1500 square feet.~~	• ~~Install shield, OR~~ • ~~Replace with full cut-off luminaire~~	~~180 days after notification, OR at the time a CO is issued for the expansion~~
~~Commercial, Industrial, Institutional, or Multi-Family Property within 350 feet of property which is zoned or used as a single or two-family dwelling.~~	• ~~Complaint of light spillover, and evidence that bulb is visible from residential property boundary, OR~~ • ~~Replacement of luminaire, OR~~ • ~~Building expansion exceeding 5000 square feet.~~	• ~~Install shield, OR~~ • ~~Replace with full cut-off luminaire~~	~~180 days after notification, OR at the time a CO is issued for expansion~~
~~All other complaints regarding Commercial, Industrial, Institutional, or Multi-Family outdoor lighting~~	• ~~Complaint of light spillover, and evidence that bulb is visible at the property boundary and, after inspection by staff**, evidence of glare as defined by this Ordinance, OR~~ • ~~Replacement of luminaire, OR~~ • ~~Building expansion exceeding 5000 square feet.~~	• ~~Install shield, AND/OR~~ • ~~Replace with full cut-off luminaire~~	~~180 days after notification, OR at the time a CO is issued for expansion~~

~~**Complaints of glare that interfere with a driver's visual performance may be reviewed by the Police Department.~~

5. General Outdoor Lighting Standards.

(a) Fixture Standards.

(1) Except as otherwise provided, all new nonexempt outdoor lighting fixtures shall be full cut-off fixtures mounted horizontally to the ground that prevent excessive light from going upward; outdoor luminous tube lighting does not require shielding ~~but total output from all lighting is subject to the limits set forth in Section 5(f)~~.

(2) Ordinary maintenance of existing fixtures, including replacement of lamps, is specifically allowed ~~provided the new lamps are not increased in lumens~~. If existing fixtures are removed in order to upgrade, redesign, or reconfigure the lighting design on the property, then such fixtures must conform to the requirements of this section.

(b) Pole Mounted Lights.

(1) The maximum light level at any point on an abutting residential property line shall not exceed 0.2 footcandles. ~~When the abutting property is non-residential or public right-of-way, the maximum light level at any point ten feet beyond the property boundary shall not exceed 0.2 footcandles.~~

(2) Shielding must be permanently installed to ensure continued compliance with this requirement.

(3) Parking lots should be illuminated to a minimum level of 0.2 footcandles~~, with a uniformity ratio of 20/1 or less~~.

(4) Light poles installed within twenty-five (25) feet of any residential property line or public right-of-way may not exceed twenty (20) feet in height. All other light poles–may not exceed thirty (30) feet in height except in instances of the expansion of a development, pole height may correspond with the height of existing poles. Height is measured to the underside of the lens, and includes any concrete base.

(c) Lights Mounted to Walls of Buildings or Structures.

(1) All wall mounted lighting on buildings or structures shall be full cut-off fixtures.

(2) When such new lights are installed on a wall, the lights may not exceed a mounting height above the roof line of the building or structure.

(3) New lights mounted on the underside of any roof overhang shall be fully recessed so that the lens cover is flush with the bottom surface of the overhang.

(d) Accent Lighting.

(1) Except as allowed under 5(d)(2) below, new fixtures used for accent lighting shall be full cut-off, or directionally shielded lighting fixtures that are aimed and controlled so that the directed light is substantially confined to the object intended to be illuminated. All such lights shall be aimed and shielded to prevent excessive light from going upward.

(2) Fixture types may include floodlights, wall sconces, lanterns, recessed can lights, architectural or decorative lights, or any other fixture that meets the intent of this section. Decorative architectural wall mounted fixtures are not required to be cut-off, semi cut-off, or full cut-off fixtures, so long as such fixtures do not result in

any glare as later defined or light spillover onto any abutting residential property greater than 0.2 footcandles when the property is zoned or used as single- or two-family residential.

~~(3) The maximum illumination of any vertical surface or angular roof surface shall not exceed 2.0 lumens per square foot of building façade on the side that is illuminated.~~

~~(4)~~ (3) Lighting required for the night-time display of the American flag may be of any type or intensity, but if directed up towards the flag, the light fixtures shall be installed to minimize glare and shielded such that the light source is not visible from any abutting single-family or two-family property.

(e) Canopy Lighting. New lighting under canopies shall be adequate to facilitate the activities taking place in such locations (a minimum of 0.2 footcandles). Any facility utilizing a drive-through area such as banks, service stations, convenience stores, car washes, etc., shall comply with the following requirements:

(1) New light fixtures mounted in canopies or soffits for drive-through locations shall be installed so that the bulb is fully recessed and the lens is flush with the bottom surface of the canopy, soffit, or overhang.

(2) Fuel dispensing locations shall be illuminated so that the minimum lighting level is at least ten (10) lumens per square foot ~~but no more than sixty (60) lumens per square foot~~ of the canopy area.

(3) Automated Teller Machines (ATMs) shall be illuminated so that the minimum lighting level is at least five (5) lumens per square foot~~, but not more than sixty (60) lumens per square foot,~~ measured within a ten foot radius of the ATM.

~~(f) Total Outdoor Light Output. The total amount of light output on the entire property, measured in initial rated lamp lumens, from all new lamps used in outdoor light fixtures, including all new lights and luminous tubes and new lights used for external illumination of signs, but not including lights used to illuminate internally illuminated signs, luminous tubes used in neon signs, or temporary seasonal lighting from typical low-output lamps, shall not exceed the following limits:~~

~~(1) Four (4) lumens per square foot of hardscape area (paved areas not including any building footprint area), plus,~~

~~(2) Five thousand (5000) lumens per each three-foot building entrance or exit, plus,~~

~~(3) Outdoor Sales Areas: 12 lumens per square foot, plus,~~

~~(4) Drive-up windows: 6,000 lumens per drive-up window, plus,~~

~~(5) Service Stations: 12,000 lumens per pump~~

6. ~~Photometric~~ Lighting Plan Requirements.

(a) Site Plan Required. All applications for building permits subject to this Section which involve the installation of new outdoor lighting shall include an accurate site plan of the proposed development indicating the location of property lines, and all existing and proposed land improvements, including but not limited to buildings, parking lots, aisles and driveways, streets, sidewalks and walkways, landscaped areas, and accessory structures and the location and type of all exterior lighting fixtures.

(b) In addition to the requirements in 6 (a) above, all applications for building permits subject to this section which exceed 7,500 square feet of new construction in an Office category, or 5,000 square feet of new construction for all other categories of use within this section, and involve the installation of new outdoor lighting shall include the following information:

(1) A photometric plan, prepared by a professional engineer, electricial contractor, or representative of the lighting industry, at a scale no smaller than one inch equals sixty (60) feet when the subject property is adjacent to property zoned or used for single or two family dwellings. When such a plan is submitted, it shall be accompanied by a written opinion from a professional engineer, electrical contractor, or representative of the lighting industry that the lighting plan complies with the standards of this section.

(2) The estimated footcandles ~~at ground level across the entire site including all property boundaries, at minimum intervals of ten feet, plus the estimated footcandles~~ at ten feet beyond all property boundaries that abut single or two family residential zones or uses;

(3) To the extent that such information is readily available from the supplier of each light source, a table indicating the type, light source, wattage, initial output in lumens, light loss ratio, height of luminaires above grade, and the maximum to minimum ratio. ~~The maximum to minimum ratio shall be calculated using all of the on-premise data point sources; and~~

~~(4) A written opinion by a professional engineer or representative of the lighting industry that the lighting plan complies with the standards of this section.~~

~~(5)~~ (4) To the extent that such information is readily available from the supplier of each light source, manufacturer's catalogue specifications of all luminaires to be used, indicating the design, refractor (lens) type, cut-off angle (cut-off, semi cut-off or full cut-off), and any special features affecting the performance of the light.

(5) An applicant may submit a photometric plan, prepared by a professional engineer, electrical contractor, or representative of the lighting industry, at a scale no smaller than one inch equals (60) feet that demonstrates compliance with this ordinance. If such a plan is submitted, it shall create a legal presumption that the subject property is in compliance with this ordinance.

(c) Additional Submission Requirements. The above required plans, descriptions and data shall be sufficiently complete to enable the designated official to readily determine whether compliance with the requirements of this Section will be met. If such plans, descriptions and data are not reasonably sufficient, the applicant shall submit such additional evidence as reasonably requested by the City of Norman.

(d) Lamp or Fixture Substitution. After any permit has been issued, manufacturer's specifications showing the substitute is equivalent to the approved fixture must be submitted to the City before any new outdoor light fixture or the type of light source therein is changed, together with adequate information to assure compliance with this Section.

(e) Certification of Installation. For projects using 200,000 lumens or more a registered professional engineer shall certify in writing to the City that all lighting was installed in accordance with the approved plans.

* * * * *

§ 2. That Section 450(51) of Article XIV of Chapter 22 of the Code of the City of Norman shall be and is hereby amended as follows:

(51) GLARE. The sensation produced by luminance directed or reflected within the visual field that is sufficiently greater than the luminance to which the eyes are adapted which causes annoyance, discomfort, or loss in visual performance and visibility to a reasonable person. (O-1011-44)

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

ADOPTED this _____ day

of _____, 2013.

_____

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2013.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

ORDINANCE NO. O-1213-38 ITEM NO. 10

STAFF REPORT

ITEM: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 431.6, COMMERCIAL OUTDOOR LIGHTING STANDARDS OF CHAPTER 22 (ZONING ORDINANCE) OF THE CODE OF THE CITY OF NORMAN; AMENDING SECTION 450 (51) TO AMEND THE DEFINITION OF GLARE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:
In December, 2012 the City Council Oversight Committee began a discussion regarding amending the Commercial Outdoor Lighting Standards in the Zoning Ordinance. The current standards were adopted in June, 2011. Several draft ordinances were presented to the Committee for discussion and review.

DISCUSSION:
The topics that were discussed included:

1. The Photometric Plan
2. Raising the lumen cap
3. Spillover on right-of-way and points of entrance
4. Glare, invisible bulbs and reflective light
5. Commercial on commercial
6. OG&E payment plan

These items were discussed at the January, 2013 and the February, 2013 meetings, and staff prepared several draft ordinances for discussion.

The draft Ordinance attached for the Planning Commission's consideration represents a compromise agreed to by the Committee and other interested parties who participated in the discussion.

The amended Commercial Outdoor Lighting Standards still have a list of exempt lighting; there is the same list of prohibited lighting; and all new nonexempt outdoor lighting fixtures must be full cut-off fixtures mounted horizontally to the ground.

The primary changes from the current ordinance are the following:

1. The compliance tables have been removed and replaced with language that specifies corrective action.
2. Section 5 has been modified to take out all references to total light output and lumen limitations and specifically Section 5(f) is deleted.
3. The maximum light level restriction of 0.2 footcandles is only required at any point on an abutting residential property line.
4. The language regarding pole heights remains the same except when a business is expanding the new light poles can be the same height as those existing.

5. The photometric plan is no longer required but may be submitted. If submitted, it shall create a legal presumption that the subject property is in compliance with the ordinance.

STAFF RECOMMENDATION:
Staff recommends approval of the attached Ordinance amendments.

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES

February 13, 2013

The City Council Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the City Council Conference Room on the 13th day of February, 2013, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Jungman, Lockett, Spaulding, and Chairman Kovach
ABSENT:	None
OTHERS PRESENT:	Councilmember Jim Griffith, Ward Six Mayor Cindy Rosenthal Councilmember Chad Williams, Ward Eight Mr. Mike Collins, 700 N.E. 122nd, Oklahoma City Mr. Lionel Del Valle, 2013 Cloverdale Lane Mr. Mike Douglas, 1501 Goldfinch Court Ms. Eileen Grzybowski, 715 Elmwood Drive Mr. Harold Heiple, 218 East Eufaula Avenue Ms. Clara McMurray, 2715 Aspen Circle Ms. Amanda Nairn, Chair, Environmental Control Advisory Board Mr. Charles Rice, 439 Leaning Elm Drive Ms. Toni Rice, 439 Leaning Elm Drive Mr. Sean Rieger, 136 Thompson Drive Mr. Larry Steele, 730 Hoover Street Ms. Chris Ward, Cleveland County Conservation District Ms. Jo Young, 14112 Mesquite Road Mr. Anthony Young, 14112 Mesquite Road
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Director of Planning and Community Development Mr. Terry Floyd, Development Coordinator Mr. Jud Foster, Director of Parks and Recreation Ms. Janay Greenlee, Planner II Ms. Jane Hudson, Principal Planner Mr. Ken Komiske, Director of Utilities Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Ms. Syndi Runyon, Administrative Assistant IV

Item 1, being:

CONTINUED DISCUSSION REGARDING THE COMMERCIAL LIGHTING ORDINANCE.

Mr. Jeff Bryant, City Attorney, highlighted proposed amendments to the Commercial Lighting Ordinance. He said the Committee suggested Staff look at the following changes to determine how they might be included in the ordinance:

Item 1, continued:

- ✓ Allowing 30-foot poles so businesses can utilize the OG&E payment plan
- ✓ Addressing spillover in right-of-way and entrances
- ✓ Removing commercial on commercial spillover requirements
- ✓ Keeping the photometric plan requirement with a waiver to opt out that includes inspections to ensure no spillover
- ✓ Changing the lumens cap to allow additional lighting to be added to areas such as canopies, drive-thru windows, and outdoor sales areas

Pole Height

Chairman Kovach said Staff replaced language in Chapter 22, Section 431.6 § 5(b)(4) regarding pole mounted lights. The original language stated, "Light poles installed within 25 feet of any residential property line or public right-of-way may not exceed twenty feet in height" and Staff replaced it with language that states, "Light poles may not exceed thirty feet in height. Height is measured to the underside of the lens and includes any concrete base." Chairman Kovach said Council wanted the shorter pole height within 25 feet of a residential property line and beyond that permit 30 foot poles to allow applicants to participate in OG&E's payment plan. Ms. Susan Connors, Director of Planning and Community Development, said OG&E can only accommodate 30-foot poles with full cutoff fixtures so if there are two pole heights on a project, OG&E could not be the electric provider. Chairman Kovach said if the pole were installed 26 feet from the residential property line, the business could install a 30 foot pole allowing the business to participate in OG&E's payment plan. He asked Staff to reinstate the original language and Mr. Bryant said that would be done.

Councilmember Williams said stockade fences are six to eight feet tall and if a pole is 30 feet tall, nothing is being accomplished by using a 20-foot pole because people can still stand in their backyard and see the light over the fence. Chairman Kovach said the pole will be at least 26 feet from the property line and Councilmember Williams said a 20-foot pole would still be offensive and Councilmember Jungman and Chairman Kovach agreed, but felt a 20-foot pole would be less offensive.

Spillover of Right-of-way and Entrances

Mr. Bryant said the limit on spillover light on rights-of-way or at entrances to businesses will be removed except where a there is an adjacent residential property and that can be handled by having lighting limitation at the residential property line. He said there will be no regulations on commercial on commercial spillover.

Photometric Plan

Mr. Bryant said previously there had been discussion about allowing applicants the option of not submitting a photometric plan. He said language has been added to make the photometric plan optional and if the applicant chooses that option it creates the presumption the lighting plan complies with the ordinance. He said if there is a complaint, this language shifts the burden of proof to the applicant.

Chairman Kovach said if the photometric plan is optional, there is still a requirement of no spillover onto residential properties so it becomes the applicant's risk if lighting is installed improperly. He said if there is a complaint, the applicant will be forced to make whatever adjustments necessary to meet compliance.

Mr. Bryant said Staff had been asked to contact electrical engineers to determine the cost of preparing a photometric plan and if it is possible for the City to contract to have photometric plans prepared and Staff is working to provide that information.

Item 1, continued:

Councilmember Williams said in previous meetings he stated photometric plan providers are difficult to find and the plans are expensive; however, to become better educated on the subject, he called approximately eight companies that provide photometric plans and found a consensus that photometric plans are growing in popularity and are being included in the overall cost of engineering plans. He said the more light poles that are needed, the higher the cost.

Lumens Cap

Mr. Bryant said Staff proposed allowing additional lighting to be added to areas such as canopies, drive-thru windows, and outdoor sales areas as follows:

- Outdoor Sales Areas — 12 lumens per square foot
- Drive-thru Windows — 6,000 lumens per drive-thru window
- Service Stations — 12,000 lumens per pump

Councilmember Jungman asked why Tables 1 and 2 regarding pole mounted lights and wall packs are being eliminated from the ordinance and Mr. Bryant said requirements for compliance were repetitive so compliance language is being placed in the text of the ordinance under Section 431.6(4)(a).

Mr. Harold Heiple, 218 East Eufaula Avenue, distributed copies of proposed amendments drafted by he and Mr. Sean Rieger, representing the Builders Association of South Central Oklahoma (BASCO). He said he e-mailed the changes to City Staff to include Exhibit C, but the amendments are not noted.

Mr. Larry Steele, 730 Hoover Street, said he was involved in the meetings and discussions creating the Commercial Lighting Ordinance for two years and the ordinance had been stringently parsed over that time to become the current ordinance. He felt full cut-off fixtures should be a requirement and did not have a problem amending pole heights, spillover onto sidewalks and streets, or commercial on commercial overspill. He said he is not familiar enough with lumen caps to know if the recommendations are appropriate. He said David Stanley Chevrolet has tall and short light poles and it blends nicely. Councilmember Spaulding asked if Mr. Steele knew the heights of the poles at David Stanley and Mr. Steele said he did not. Councilmember Spaulding said assuming the tall poles are 40 feet and the shorter poles are 30 feet, that would have allowed OG&E to provide their poles and Ms. Connors said if the full cut-off fixture is included, OG&E can only provide them on 3- foot poles.

Mr. Steele said he googled photometric plans and found several sites that offer free, downloadable software on the internet. He also spoke to two architect friends, one in Dallas, Texas, and the other in Daytona Beach, Florida, who told him photometric plans are included in their design costs and they do not design anything without a photometric plan. He said just about every large company or business chain in the United States has more stringent lighting guidelines for their company than Norman's ordinance. He asked Council to respect the process and compromise on spillover, commercial on commercial lighting, and pole heights leave the majority of the ordinance unchanged.

Mr. Michael Collins, 700 N.E. 122nd, Oklahoma City, said he is a professional lighting salesman and is very familiar with the subject being discussed tonight. He said cut-off fixtures allow light to go up and does not affect spillover, which comes from light distribution. He said most car dealerships install 25 to 30 foot poles and use a different lamp source on the shorter poles to try to accomplish an even, smooth level of light. He said Oklahoma City's ordinance allows .75 foot candles in parking lots and Norman's ordinance allows .2 foot candles, which is low. He said in order to meet the City's ordinance a business would have to have a lighting layout, which is generally included in the design plans and a parking lot layout is the simplest layout to do.

Item 1, continued:

He said a light layout gives the City documented information on light levels so if an applicant does not submit a photometric plan they become responsible if the lighting is not in compliance. He said light trespasses if a business puts a light fixture on a pole and they do not use the right distribution, which can only be done by using a photometric plan. Councilmember Gallagher asked why Oklahoma City allows .75 and Mr. Collins said it provides a higher level of safety, especially in parking lots. Councilmember Gallagher asked Mr. Collins if he knew of any other city that has .2 candle foot and Mr. Collins said he only familiar with cities where he has worked, but most cities are higher. He said in laymen's terms, a foot candle is a cubic foot of light a candle puts out so being inside that one foot candle is great, but drop that down to .2 and it is not a lot of light. Councilmember Spaulding asked if, mathematically, Norman's requirement is one fourth of Oklahoma City's and Mr. Collins said mathematically that is correct. Councilmember Williams asked if the .2 is spillover and Ms. Connors said a parking lot should be illuminated to a *minimal* level of .2 foot candles with a uniformity ratio of 20 to one and in addition to that there is a lumens requirement of four lumens per square foot on any parking lot. She felt no one would ever meet that minimum and Mr. Collins said an average of four lumens is good. Councilmember Castleberry asked if .2 foot candles spillover is good or bad and Mr. Collins said .2 candle foot is not bad and is mindful of residential areas.

Councilmember Jungman said based upon Mr. Collins' comments, he would suggest the photometric plan requirement be put back into the ordinance. Councilmember Jungman asked Mr. Collins if a photometric plan is part of the design process and Mr. Collins said yes, if you want to meet a City's code that limits so many foot candles in a parking lot, you would not know if you had complied without a photometric layout. He said you also need to know where to place the light poles, which takes a photometric layout.

Chairman Kovach said Council is considering a total lumens cap next to residential and asked if light can be as bright as you want on one area without affecting the person living next to you and Mr. Collins said yes, you can limit the light by using a particular distribution of the fixture. He described five basic light distributions and every lighting manufacturer has a distribution called a "forward perimeter throw" or a "forward throw" where light is directed towards the front of the pole and there are light fixtures with a shield that limits light so no light gets to the back of the pole.

Councilmember Williams asked how lighting was designed 20 years ago before photometric plans were available and Mr. Collins said photometric plans were done manually using mathematical formulas. Councilmember Williams asked why photometric plans are becoming so common and Mr. Collins said because software is so readily available now. Councilmember Williams said he interprets that as not everyone does a plan so how do they get by with that and Mr. Collins said they get by with it if a City does not have an ordinance requiring it. Councilmember Castleberry asked if Mr. Collins preferred the photometric plan to be required or optional and Mr. Collins said it is a good idea to have it required because if it is not required, people will not do it. Mr. Rieger believed people would do the plan if it were optional because the option gives the legal presumption the lighting will be done properly and that is a big incentive for someone to submit a photometric plan.

Mr. Rieger said BASCO supports the replacement ordinance that has been put forth as an alternative to the present ordinance in place. BASCO has stated for years that more light means more safety. He said BASCO also repeatedly requested leniency on commercial on commercial lighting and light spillover on sidewalks and rights-of-way and the request was ignored, but he appreciates the fact that everyone is now saying these are not problem. He said a person can put as much light on a property as they want as long as it is distributed properly and there has been compromise on this point. He said if BASCO compromises to use full cut-off fixtures, he felt the lumens cap should be removed because full cut-off fixtures will accomplish what the lumens cap is designed to protect.

Item 1, continued:

Mr. Rieger said many times property owners remodel or perform simple parking lot retrofits and do not hire an architect or professional engineer, they may hire a local electrical contractor. He asked that a licensed electrical contractor be allowed to submit the photometric plan in the submittal process.

Mr. Rieger said BASCO is requesting the glare definition be revised to state that glare be focused on residential property and traffic only. He said the current definition talks about "a reasonable person" and needs to state "a reasonable person with average sensibilities" because that is an important legal phrase.

Chairman Kovach suggested removing the lumens cap requirement with the requirement of a photometric plan when a project is next to a residential area but optional if the project is not near a residential area. He said a large project without a photometric plan could have too many lumens posing a problem for neighbors and when a complaint is issued there is a long process before a resolution is found. He felt this option would be a way to protect neighborhoods without placing the burden on the businesses. Mr. Rieger said Chairman Kovach is presuming problems would come from large projects, but is not seeing the fact that there are small projects next to residential properties that may not warrant a photometric plan. Councilmember Griffith said Chairman Kovach's suggestion makes perfect sense especially since a photometric plan can be created using software obtained online.

Ms. Eileen Grzybowski, 715 Elmwood Drive, said some people are under the illusion that more light is safer. She said when the Acting Chief of Police addressed the issue at the City Council meeting in June 2011, the ordinance was approved. He said too much light is bad for security because people get lost in the glare. She researched lighting ordinances and Chicago, Illinois, did an incredible study about ten years ago on safety and security in Chicago and found that areas lit up the most were the ones that were less secure and had the most crime. They believed these areas had more theft because they looked like areas that had more to steal.

Ms. Grzybowski believes a photometric plan should be required. She suggested the City purchase a $99 software package and let smaller businesses use the software if needed. She said protecting the integrity of neighborhoods is important because many neighborhood associations have attended the recent high density meetings and were promised the Lighting Ordinance will take care of spillover light onto neighborhoods. She disagreed with the glare definition as she is at an age where glare is a problem and she recently drove down Main Street at night in the fog and the full cut-off fixtures allowed people to see the ground without being a dandelion of light that spilled over as glare to drivers. She said people do not hit curbs because of lack of light, they hit curbs because they are not paying attention or do not have their lights on.

Mr. Heiple said he represents the 7-Eleven Convenience Store at Flood Avenue and Robinson Street who complied with the Lighting Ordinance. He said two Councilmembers have stated they have hit the curbs at the entrance because it was too dark and the property was not adequately lit and that is due to the lumens cap. He said if full cut-off fixtures are required and the lumens cap is limited at the boundary that will protect the neighbors.

Mr. Heiple suggested language in the definition of glare that states "glare that is either directed or reflected from within the property." He said this would take care of issues with "glow" as well as glare. He said if the lumens cap is not taken out, then the Committee will probably send two ordinances forward and those Councilmembers running for election will be labeled as light polluters or no voters. Chairman Kovach asked Mr. Heiple his thoughts on taking out the lumens cap, but requiring a photometric plan for projects next to residential areas and Mr. Heiple said that would work.

Ms. Clara McMurray, 2715 Aspen Circle, said when the eye sees something bright at night, it takes the eye longer to see into shadowed areas that are not as bright. She asked if full cut-off fixtures prevent light from going up and Chairman Kovach said yes.

Item 1, continued:

Chairman Kovach suggested moving forward with one ordinance and said Councilmembers are welcome to make their amendments at that time, but the idea of sending two ordinances to the Planning Commission is not a good idea. He did not have a problem with Mr. Rieger's request that an electrical contractor be allowed to submit a photometric plan. He suggested proceeding with the compromised ordinance without the lumens cap, but with the photometric plan if the project is near residential property.

Councilmember Williams asked Chairman Kovach's opinion on glare and Chairman Kovach said he did mind inserting "average person with reasonable sensibility" and asked the Committee's opinion. Councilmember Jungman asked Mr. Bryant if that language is important and Mr. Bryant said the current definition covers that, but Staff would not have a problem adding "directed or reflected" so language would read, "the sensation produced by luminance, directed or reflected, within the visual field that is sufficiently greater than the luminance to which the eyes are adapted, which causes an annoyance, discomfort, or loss in visual performance and visibility for a reasonable person." He said when you say "reasonable person" at the end it already has the reasonable man standard. Councilmember Castleberry said adding "*average* reasonable person" clarifies that more and Councilmember Jungman agreed. Mr. Bryant felt that would not legally add anything as the reasonable man standard is an average, reasonable person usually determined by a jury. He said a Judge understands that the reasonable man is a reasonable, average person. He said language not usually in these types of standards in the law creates another thing attorneys must argue so he would suggest not adding language normally not found in these types of standards.

Councilmember Williams asked if Mr. Bryant had any problems with BASCO's glare definition because it has changes other than the reasonable man standard and Mr. Bryant said he did not think changing the current ordinance's definition is necessary, but would follow Council's wishes. Mayor Rosenthal said BASCO's definition includes "reduced vision, temporary blindness, physical discomfort, visual impairment" and that is becoming an unreasonable standard. Councilmember Griffith said the current definition is broad in general and covers reasonable person of limited sight as well as visual acuity. Chairman Kovach said he supports the current definition and wanted to point out there had not been a lot of complaints based on that definition.

Councilmember Williams asked Mr. Bryant to highlight the changes that will be made for the record. Mr. Bryant said in Exhibit C, Paragraph 5(b)(4) will be reinstated; Paragraph 5(f) will be stricken, which is the lumens cap as well as striking language 6(e)(2) and (3) that contains language regarding the lumens cap; Paragraph 6 will be changed to require a photometric plan if a project abuts residential property; and *directed or reflected* will be added to the glare definition. Chairman Kovach said once those changes are made send the ordinance will move forward to the Planning Commission on March 14, 2013. He asked that the ordinance be placed on the website for public review and input as well.

Councilmember Williams thanked everyone for working together on the amendments and asked that the two glare definitions be placed in the ordinance as Option A and Option B and allow Council to choose one and Chairman Kovach said when the ordinance comes before Council an amendment can be made at that time for Council's review, but he did not want to send two definitions to the Planning Commission.

Items submitted for the record

1. Memorandum dated February 13, 2013, from Susan Connors, AICP, Planning and Community Development Director, to Oversight Committee Members with Exhibit A, Revised Proposed Version of the Lighting Ordinance submitted by Councilmember Williams; Exhibit B, Previously Proposed Amendments to the Current Lighting Ordinance; and Exhibit C, Revised Proposed Version of the Light Ordinance from Staff
2. Business Community's Revised Proposed Version of the Lighting Ordinance

City of Norman, OK

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

Master

File Number: AP-1213-22

File ID:	AP-1213-22	**Type:**	Appointment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 11	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	03/04/2013
File Name:	Appointments			**Final Action:**	

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

BICYCLE ADVISORY COMMITTEE
TERM: 03-12-13 TO 02-13-16: KATHLEE WIETERS, 1321 LINDALE AVENUE
TERM: 02-13-13 TO 02-13-16: DAVID HUDDLESTON, 771 NEBRASKA STREET
TERM: 02-13-13 TO 02-13-16: MICHELLE CARR, 1319 ANN ARBOR DRIVE

BOARD OF APPEALS
TERM 02-03-13 TO 02-03-17: BILL FORESTER, 4005 INNSBROOK COURT
TERM 02-03-13 TO 02-03-17: GAIL ARMSTRONG, 1418 ASPEN LANE

CITIZENS WASTEWATER OVERSIGHT COMMITTEE
TERM 03-12-13 TO 11-27-14: JOHN SCOTT GREENE, 333 EMELYN STREET

GREENBELT COMMISSION
TERM 03-12-13 TO 07-13-15: STEVE BYAS, 2804 DALEWOOD TERRACE

PUBLIC SAFETY OVERSIGHT COMMITTEE
TERM: 02-10-13 TO 02-10-16: MALAKA ELYAZGI, 1701 OAKHURST AVENUE
TERM: 02-10-13 TO 02-10-16: KEITH ALLEN, 1605 PICKARD AVENUE)
TERM: 02-10-13 TO 02-10-16: EDDIE SIMS, 1021 GOLDEN EAGLE DRIVE)

TREE BOARD
TERM 03-12-13 TO 11-27-14: CYNTHIA DECKARD, 3412 BEAR MOUNTAIN DR.

Notes: ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 11

Attachments: Text File Appt

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

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

Text of Legislative File AP-1213-22

body

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Kathlee Wieters will replace Steven Vasiloff who has resigned; John Scott Greene will replace Bruce Parker who has resigned; Steve Byas will replace Geoff Canty who has resigned; Cynthia Deckard will fill the unexpired vacancy left by Sonja Pulvino who has resigned; and David Huddleston, Michelle Carr, Bill Forester, Gail Armstrong, Malaka Elyazgi, Keith Allen, and Eddie Sims are reappointments.

City of Norman, OK

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

Master

File Number: K-1213-174

File ID:	K-1213-174	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 12	**In Control:**	City Council
Department:	Finance Department	**Cost:**	$284,200.00	**File Created:**	02/28/2013
File Name:	Fiber Optic to Fire Station 9			**Final Action:**	

Title: CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1213-46; CONTRACT K-1213-174 WITH TRANS-TEL CENTRAL, INC. IN THE AMOUNT OF $284,200; PERFORMANCE BOND B-1213-68; STATUTORY BOND B-1213-69; MAINTENANCE BOND MB-1213-59; AND RESOLUTION R-1213-104 FOR THE FIRE STATION NO. NINE FIBER OPTIC CABLING COMMUNICATIONS PROJECT AND BUDGET TRANSFER.

Notes: ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1213-46; and, if accepted, approved Contract No. K-1213-174 with Trans-Tel Central, Inc., in the amount of $284,200 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; adopt Resolution No. R-1213-104; and transfer $40,000 from Project No. TC0230, Traffic Calming, Construction (050-9073-431.61-01) to PSST Computer Hardware Public Safety Sales Tax Fund, Computer Hardware (015-6543-422.53-01).

ACTION TAKEN: _____---

Agenda Date: 03/12/2013

Agenda Number: 12

Attachments: Text File Trans-Tel Central, K-1213-174, Perf B-1213-68, Stat B-1213-69, MB-1213-59, R-1213-104, PR Trans-Tel

Project Manager: Kari Madden, Network Manager

Entered by: kari.madden@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-1213-174

Body

BACKGROUND: The fiscal year 2012-2013 (FYE 2013) budget included funding to build fiber optic cabling to the future Fire Station 9 site, as a part of the Fire Station 9 construction project. This cabling will enable high-speed communications and connectivity between the new fire station and related public safety facilities and the City's central computer network and mobile data systems. On December 17, 2012 the Information Technology Division received responses to RFP 1213-46 requesting methodology, routing and pricing to build the fiber to the Fire Station 9 site. The City received two (2) responses to the RFP: ROHL Networks, LP located in Jupiter, Florida for $414,689 and Trans-Tel Central, Inc. of Norman, OK for $284,200.

DESCRIPTION: The City's Information Technology Division (IT) staff, in conjunction with the Public Works

Department developed a proposed plan to build fiber optic cabling to the Fire Station 9 site. Fire Station 9 will be a sub-station for the Norman Police Department and a site for training facilities as well. To meet these communications connectivity requirements significant bandwidth is required. This fiber infrastructure will provide capabilities for any future construction on this property or nearby City facilities. The IT Division reviewed possible paths with the Traffic Control Division. It was determined the most cost efficient way to accomplish this task was to utilize existing traffic control conduit infrastructure and current fiber infrastructure, extending from the nearest fiber demarcation point at the Street Maintenance Lindsey Facility.

Due to the benefits of extending the traffic control fiber network to the north and east, bringing intersections along the path onto the automated "Centracs" Traffic Control System, it is proposed that funding be made available to pay for the difference in cost between the budgeted Fire Station project and the nearest City fiber network connection at Street Maintenance. This connectivity will provide remote intersection management, alarm notifications and future capability for improved traffic detection via camera systems at 8 existing and two future intersections along the path. Finally, Traffic Control and IT worked together on a separate project with the Oklahoma Department of Transportation to provide fiber installation from 12th Avenue SE and Lindsey, running south to State Hwy 9.

RECOMMENDATION: The IT Division recommends accepting the RFP response and awarding Contract K-1213-174 to Trans-Tel Central of Norman, OK in the total amount of $284,200 to build fiber optic cabling to Fire Station 9, in addition to providing necessary connectivity to the intersections along the path via the fiber cabling.

Funding in the amount of $254,400 is available for this contract in the Public Safety Sales Tax Fund, Computer Hardware (account 015-6543-422.53-01). Staff further recommends the transfer of funds in the amount of $40,000 from Traffic Calming, Construction (account 050-9073-431.61-01; project TC0230), to the PSST Computer Hardware account for the contract award to Trans-Tel Central. This funding amount will cover the contract amount and anticipated additional costs to repair damaged conduit along the path of the connection between Fire Station 9 site and the Lindsey Street Maintenance Facility. Council approval will be requested for any of these repairs that require formal change orders as the Trans-Tel fiber construction project progresses.

CONTRACT

THIS CONTRACT made and entered into this ____ day of March, 2013, by and between Trans-Tel Central, 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 design, labor and materials for the following project:

Fiber Optic Build Out to Fire Station 9

as outlined and set our 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: Two hundred-eighty four thousand two hundred Dollars ($ 284,200.00);

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

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Request for Proposal No. RFP-1213-46, the Contractor's Proposal, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments minus a five percent (5%) retainage to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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

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

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

3) It is further agreed that the CONTRACTOR will commence said work within 5 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 76 work 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) That the Project Schedule as set forth in Request for Proposal No. RFP-1213-46, Section 6 is modified as follows:

Activity	Completion Date
Consultant Contract on City of Norman Council Agenda	03/12/13
Consultant Can Initiate Work	03/13/13
Target Project Completion Date	06/20/13
Possible Penalty Accrual for Work Not Completed	07/05/13

10) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay $500 a day for each day after July 5, 2013 until the project is completed.

11) Indemnification. The CONTRACTOR agrees to defend, indemnify, and hold harmless the CITY, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the CONTRACTOR in the performance of services under this Agreement. CITY agrees to defend, indemnify, and hold harmless the CONTRACTOR, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the CITY in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONTRACTOR and the CITY each agree to promptly service notice on the other party of any

claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by CITY or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONTRACTOR shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the CITY of any action, right, or remedy otherwise available to CITY at common law.

12) 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.

13) 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.

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

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

A. Scott Jackson, 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.

Submitted and sworn to before me this 4 day of March, 2013.

Notary Public

My Commission Expires:
3/8/15

TERI CAVNAR
NOTARY
11002025
EXP. 3/8/15
PUBLIC
STATE OF OKLAHOMA

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 4th day of March, 2013, and the ____day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Trans-Tel, Central, Inc
Principal

Signed:
Authorized Representative
Executive Vice President, CFO
Title

Address: 2805 Broce Drive

Norman, OK 73072

Telephone: 405-310-0711

CITY OF NORMAN

Approved as to form and legality this 5 day of March, 2013.

City Attorney

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

ATTEST:

City Clerk

Mayor

Bond No. 105891344

PERFORMANCE BOND

Know all men by these presents, that Trans-Tel Central, Inc. as PRINCIPAL, and Travelers Casualty & Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 Two Hundred Eighty Four Thousand Two Hundred DOLLARS, ($ 284,200.00), 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:

Fiber Optic Build Out to Fire Station 9

has entered into a written CONTRACT (K-1213-174) with THE CITY OF NORMAN, dated _____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by 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 form 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 form 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 1st day of March, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 1st day of March, 2013.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Trans-Tel Central, Inc.
Principal

Signed:
Authorized Representative

Title

Address: 2805 Broce Dr. Norman, OK 73072
Telephone: 405-447-5025

(Corporate Seal) (where applicable)

ATTEST:

~~Corporate Secretary~~ (where applicable)

Travelers Casualty & Surety Company of America
Surety

Signed:
Authorized Representative Teresa Ray, Attorney-in-Fact

Witness

Title

Address: 1700 N. Broadway, Moore, OK 73160
Telephone: 405-799-3311

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 4 day of March, 20 13 by A. Scott Jackson/Exec VP (Name & Title) of Trans-Tel Central Inc Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 4 day of March, 2013.

Notary Public

My Commission Expires: 3/8/15

TERI CAVNAR NOTARY PUBLIC 11002025 EXP. 3/8/15 STATE OF OKLAHOMA

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 20__,
by _____ (Name & Title) of _____, a
_____.

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

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by
_____ (Name & Title) partner (agent) on behalf of
_____, a partnership.

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

_____
Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 5 day of March, 2013.

_____
CITY Attorney

Approved by the CITY OF NORMAN this____ day of _____, 20__.

ATTEST:

_____ _____
City Clerk Mayor

Bond No. 105891344

STATUTORY BOND

Know all men by these presents that Trans-Tel Central, Inc., as PRINCIPAL, and Travelers Casualty & Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 Two Hundred Eighty Four Thousand* DOLLARS ($ 284,200.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally. *Two Hundred

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

Fiber Optic Build Out to Fire Station 9

has entered into a written CONTRACT (K-1213-174) with THE CITY OF NORMAN, dated _____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to an parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes and due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.

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

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. department of Labor or as determined by a court on appeal.

Travelers Casualty & Surety Company of America
Surety

Signed: Teresa Ray
Teresa Ray, Attorney-in-Fact

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 March 1st, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the ____day of March 1st, 2013.

(Corporate Seal) (where applicable)

Trans-Tel Central, Inc.
Principal
Signed: _____

ATTEST: _____

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 4 day of March, 2013, by A. Scott Jackson Exec VP (Name and Title) of Trans-Tel Central Inc a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 4 day of March, ~~2000~~ 2013

TERI CAVNAR NOTARY PUBLIC 11002025 EXP. 3/8/15 STATE OF OKLAHOMA

Teri Cavnar
Notary Public

My Commission Expires: 3/8/15

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

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

WITNESS my hand and seal this ____day of _____, 2004.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

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

WITNESS my hand and seal this ____day of _____

_____
Notary Public

My Commission Expires:_____

CITY OF NORMAN

Approved as to form and legality this 5 day of March, 20 13

_____
City Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

Bond No. 105891344

CITY OF NORMAN
MAINTENANCE BOND

Know all men by these present that Trans-Tel Central, Inc. _____, as Principal, and Travelers Casualty & Surety Company of America, a corporation organized under the laws of the State of Connecticut _____, 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 Two Hundred Eighty Four Thousand Two HundredDOLLARS ($ 284,200.00), 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:

Fiber Optic Build Out to Fire Station 9

has entered into a written CONTRACT (K-1213-174) with THE CITY OF NORMAN, dated _____, 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 1st of March, 2013, 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 March 1st, 2013.

(Corporate Seal) (where applicable)

Trans-Tel Central, Inc.
Principal

ATTEST:

Signed:
Authorized Representative

Corporate Secretary (where applicable)

Title
Address: 2805 Broce Dr. Norman, OK 73072
Telephone: 405-447-5025

(Corporate Seal) (where applicable)

Travelers Casualty & Surety Company of America
Surety

ATTEST:

Signed:
Authorized Representative Teresa Ray, Attorney-in-Fact

Corporate Secretary (where applicable)

Witness
Title
Address: 1700 N. Broadway, Moore, OK 73160
Telephone: 405-799-3311

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 4 day of March, 2013, by A. Scott Jackson / Exec VP (Name & Title) of Trans-Tel Central, Inc, a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 4 day of March, 2013.

Notary Public

My Commission Expires: 3/8/15

TERI CAVNAR NOTARY 11002025 EXP. 3/8/15 PUBLIC STATE OF OKLAHOMA

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ of _____, (Name and Title) of _____.

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

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ partner (agent) on behalf of _____, a partnership.

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

_____
Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 5 day of March, 2013.

City Attorney

Approved by the CITY OF NORMAN this____ day of _____, 20___.

ATTEST:

City Clerk

Mayor

Resolution

R-1213-104

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING TRANS-TEL CENTRAL, INC., AS PROJECT AGENT FOR THE FIRE STATION NO. NINE FIBER OPTIC CABLING COMMUNICATIONS PROJECT.

§ 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Trans-Tel Central, Inc., for the Fire Station No. Nine Fiber Optic Cable Communications Project; and.

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Trans-Tel Central, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Trans-Tel Central, Inc., to purchase materials which are in fact used for the Fire Station No. Nine Fiber Optic Cable Communications Project; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Trans-Tel Central, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

§ 4. That the City of Norman, Oklahoma, on the 12th day of March, 2013, did appoint Trans-Tel Central, Inc., who is involved with the Fire Station No. Nine Fiber Optic Cable Communications Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Fire Station No. Nine Fiber Optic Cable Communications Project.

PASSED AND ADOPTED THIS 12th day of March, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000213993

STATUS: DIVISION APPROVAL

REQUISITION BY: GARY LOWE

REASON: FIBER OPTIC CABLE PROJECT;

DATE: 3/05/13

SHIP TO LOCATION: FIN-INFO SERVICES

SUGGESTED VENDOR: 882 TRANS-TEL CENTRAL INCORPORATED

DELIVER BY DATE: 4/30/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FIBER OPTIC CABLE INSTALLATION PER CONTRACT # K-1213-174 * CONFIRMING PO COMMODITY: MISCELLANEOUS SERVICES, N SUBCOMMOD: CABLE CONSTRUCTION, INSTA	284200.00	DOL	1.0000	284200.00	

REQUISITION TOTAL: 284200.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	01565434225301	Telecommunication Equip. Computer Hardware		100.00	284200.00
					284200.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT AND BUDGET TRANSFER OF $40,000 FROM ACCT
050-9073-431.61-01 PENDING CITY COUNCIL APPROVAL
ON MARCH 12, 2013.

City of Norman, OK

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

Master

File Number: RFP-1213-48

File ID:	RFP-1213-48	**Type:**	Request for Proposal	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 13	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$70,665.00	**File Created:**	03/01/2013
File Name:	Griffin, Reaves, Westwood Parks Lightning Detection System			**Final Action:**	

Title: CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1213-48 FROM WXLINE IN THE AMOUNT OF $70,665 FOR THE PURCHASE OF LIGHTNING DETECTION SYSTEMS FOR GRIFFIN, REAVES AND WESTWOOD PARKS.

Notes: ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1213-48 from WXLine in the amount of $70,665.

ACTION TAKEN: _____---

Agenda Date: 03/12/2013

Agenda Number: 13

Attachments: Text File Lightning Detection, List of Vendors who were sent request for proposals, WXL Proposal, PR WXline

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: suzanne.terry@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File RFP-1213-48

Body

BACKGROUND: During the Fiscal Year Ending 2013 Capital Budget process, City Council approved funding for the replacement of the lightning detection and warning systems at Griffin, Reaves and Westwood parks. Lightning detection systems monitor atmospheric conditions and will automatically sound a warning when storm conditions become unsafe. During any given athletic season there are hundreds of people at these parks, out in the open, participating in baseball, soccer, football, golf, tennis and swimming.

The system being replaced was installed in 2000. Over the past several years the system has become less dependable and, although numerous repairs have been accomplished, technologically the system is now obsolete and replacement components are no longer available.

DISCUSSION: The Lightning Detection System for Griffin, Reaves and Westwood parks was advertised in the *Dodge Report, Bid News* and *Southwest Construction News*. Specification packets were distributed to 13 electrical contractors; only the system manufacturer, WXLine, responded with a complete bid.

The estimated budget for this project was $73,000. The total bid received from WXLine is in the amount of $67,765, with an additional fee of $2,900 for the factory representative's on site-inspection and staff training. The total bid from WXLine is in the amount of $70,665. City staff will install the system. Additional miscellaneous installation materials may be required, but should not exceed $1,000.

In checking this price we found other lightning detection equipment was available but at a much greater cost. The Oklahoma City Golf and Country Club has a detection device that cost in excess of $30,000 per unit. The City of Irving Texas has several devices in use that were in that same price range. We also reviewed a proposal from the National Weather Service that was based on a monthly fee which was also cost prohibitive.

This is a materials only purchase and, therefore, will not require a contract, bonds or resolution. The required bidder affidavits and extended warranty are attached.

RECOMMENDATION: It is recommended that RFP-1213-48 be awarded to WXLine in the amount of $70,665. The estimated budget for this project is $73,000. Funding is available in Lighting Detection System: Griffin, Reaves & Westwood (account 050-9441-452.61-01; project PR0021).

A summary of RFP's for the Griffin, Reaves and Westwood Parks Lightning Detection System Project is attached.

CITY OF NORMAN
Parks and Recreation Department
Norman, Oklahoma

28 February 2013
Tabulation of Proposals
LIGHTNING DETECTION SYSTEMS FOR
GRIFFIN, REAVES, AND WESTWOOD PARKS

Bidders	Amount of Proposal
Shawnee Lighting	N response
Action Electric	No response
All-Season Electric	No response
Bliss Electric	No response
C & S Electric	No response
Dowdy Electric	No response
Doyle's Electric	No response
Hemco Electric	No response
Kueny Electric	No response
Schaffner Valouch	No response
Terrell Electric	No response
Valmac Electric Co.	No response
Waters Electric	No response
WXLine - system materials:	$67,765
Inspection & staff training:	2,900
TOTAL:	$70,665

WXLINE
3924 North Calle Casita
Tucson, AZ 85718 USA
Tel: 520. 615.9999
www.wxline.com

Prepared on: 01/30/2013

Quotation #: CZ300113A5
Validity: 180 days

Attention: Bill Ulch

For: City of Norman
P.O. Box 370, Norman, OK 73070
Contact: Bill Ulch
Tel: 405-292-9775
Email: bill.ulch@normanok.gov

Item	Part No.	Description	Qty.	Unit
LIGHTNING DETECTION SYSTEM – STRIKE GUARD				
1	SG001	Strike Guard – Lightning Warning System: Lightning Sensor Lightning Data Receiver 30-meter fiber-optic cable Tripod with mounting hardware Simulation Software *Each Strike Guard Costs: US$ 8,600*	3	25,800
STRIKE VIEW SOFTWARE FOR WINDOWS®				
2	SG002	PC based Display Software: Strike Guard RS-232 to Fiber-optic Converter 10-meter fiber-optic cable (from Receiver to PC) Installation CD *Each Software costs: US$ 1,620*	3	4,860
STRIKE GUARD EXTENDED WARRANTY/ADVANCE EXCHANGE AGREEMENT				
3	SG003	Extended Warranty / Exchange Agreement: Extends Warranty from one to three years. Provides for advance exchange of Strike Guard components to minimize downtime *Each Warranty costs: US$ 1,200*	3	3,600
WAVE NOTIFICATION SYSTEM				
TRANSMITTER:				
4	WAVE-TR01	WAVE Transmitter: Wireless transmitter, key-operated, antenna, AC power supply with battery back-up, and mounting hardware. Strike Guard interface cable provides connection between the Strike Guard Receiver and Transmitter. Includes timer to control hours of siren operation *Each Transmitter costs: US$ 2,320*	3	6,960

SIREN STATIONS:

5	WAVE-SS03	Multi-function, Triple Remote Siren Station: Three all weather 120-degree directional horns, radio receiver, AC power supply with rechargeable battery back-up, and antenna. Quick-connects *Each Siren Station costs US$ 2,320*	7	16,240

SECONDARY SURGE ARRESTER FOR AC WAVE SIREN STATION

6	SSA-120	Surge Arrester for Siren and Strobe Station: Surge Arrester is rated for 120 VAC *Each Arrester Costs: US$ 55*	7	385

WXLINE EQUIPMENT INDOOR BULKHEAD - WEIB

7	WEIB-1	Indoor Lightning Protection Bulkhead: Bonding plate, WAVE antenna surge protectors, Strike Guard to WAVE interface protection, AC surge arresters, and 10 ft. copper grounding ribbon Bulkhead is prepared at Wxline *Each Bulkhead Costs: US$ 1,920*	3	5,760

WAVE EXTENDED WARRANTY/ADVANCE EXCHANGE AGREEMENT

8	WAVE-EWAE	Extended Warranty / Exchange Agreement: Applies to WAVE Transmitter and WAVE Siren Station (price is per component) Extends Warranty from one to three years. Provides for advance exchange of WAVE components to minimize downtime. *Each Agreement costs: US$ 340*	10	3,400

SHIPPING AND HANDLING

9	SHIP	Shipping and Handling: Materials shipping and handling to Norman, OK	1	760

Total: US$ 67,765.00

TERMS AND CONDITIONS

Pricing:	All prices quoted in US dollars
Payment Terms:	50 % with order, 50 % NET 30
Delivery:	30 Days ARO
Shipping:	FOB Destination
Warranty:	Three Years after date of shipment

Prepared by: Christoph Zimmermann
President

WXLINE
3924 North Calle Casita
Tucson, AZ 85718 USA
Tel: 520. 615.9999
www.wxline.com

Prepared on: 01/30/2013

Quotation #: CZ300113A6
Validity: 180 days

Attention: Bill Ulch

For: City of Norman
P.O. Box 370, Norman, OK 73070
Contact: Bill Ulch
Tel: 405-292-9775
Email: bill.ulch@normanok.gov

Item	Part No.	Description	Qty.	Unit
		LIGHTNING DETECTION SYSTEM AND WIRELESS SIREN SYSTEM – STRIKE GUARD & WAVE		
		COMMISSIONING / TRAINING		
1	COTR	Wxline Site visit: Strike Guard and WAVE Siren system Commissioning and testing. Wxline factory representative visits three Sites in Norman, OK to test and commission Lightning Detection and Warning Systems. Not to exceed one and a half work-days. Price includes all travel expenses (lodging, airfare, Meals, transfers, etc).	1	2,900

Total: US$ 2,900.00

TERMS AND CONDITIONS

Pricing:	All prices quoted in US dollars
Payment Terms:	NET 30
Delivery:	30 Days ARO
Shipping:	FOB Destination
Warranty:	Three Years after date of shipment

Prepared by: Christoph Zimmermann
President

PURCHASE REQUISITION NBR: 0000213902

STATUS: $12500 APPROVAL (COUNCIL)

REQUISITION BY: TERRY-FOSTER

REASON: LIGHTNING DETECTION SYSTEM-GRIFFIN,REAVES,WESTWOOD

DATE: 2/28/13

SHIP TO LOCATION: PARKS AND RECREATION

SUGGESTED VENDOR: 10419 WXLINE LLC

DELIVER BY DATE: 2/28/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	LIGHTNING DETECTION SYSTEM:GRIFFIN,REAVES,WESTWOOD COMMODITY: EQUIPMENT MAINTENANCE, RE SUBCOMMOD: WEATHER FORECASTING EQUIP	67765.00	EA	1.0000	67765.00	RFP#1213-48
2	MFG. REP. ON-SITE INSPECTION & STAFF TRAINING CITY COUNCIL AGENDA OF 26 MARCH 2013 RFP#1213-48 COMMODITY: EQUIPMENT MAINTENANCE, RE SUBCOMMOD: WEATHER FORECASTING EQUIP	2900.00	EA	1.0000	2900.00	COUNCIL 3-26-2013

REQUISITION TOTAL: 70665.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05094414526101	Capital Projects Construction	PR0021 Lightning Detection Systm	100.00	67765.00
2	05094414526101	Capital Projects Construction	PR0021 Lightning Detection Systm	100.00	2900.00
					70665.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

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

Master

File Number: K-1213-92

File ID:	K-1213-92	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 14	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$1,256,224.50	**File Created:**	02/26/2013
File Name:	Bid, Contact and Bonds for High Pressure Plane waterline			**Final Action:**	

Title: CONSIDERATION OF AWARDING OF BID 1213-52, THE NORMAN UTILITIES AUTHORITY'S APPROVAL OF CONTRACT K-1213-92 WITH MATTHEWS TRENCHING COMPANY, INC. IN THE AMOUNT OF $1,256,224.50; PERFORMANCE BOND B-1213-38; STATUTORY BOND B-1213-39, AND MAINTENANCE BOND MB-1213-29 FOR THE HIGH PRESSURE PLANE WATER LINE IMPROVEMENT PROJECT; AND BUDGET TRANSFER.

Notes: ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $1,256,224.50 to Matthews Trenching Company, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-1213-92 and the performance, statutory, and maintenance bonds; authorize execution of the contract and the Norman Utilities Authority to pay vendors for equipment and supplies as directed by the contractor; direct the filing of the bonds; and transfer $36,614 from Project No. WA0131, High Pressure Plane Upgrade, Land (031-9353-462.60-01) and $446,536 from Construction (031-9353-462.61-01) and appropriate $800,000 from Project No. WB0184, 24-inch Waterline Segment D, Construction (031-9360-462.61-01) to Project No. WB0131, HPP Waterline Replacement, Construction (031-9353-462.61-01).

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 14

Attachments: Text File High Pressure Plane, Bid Tab - High Pressure Plane, K-1213-92, Perf B-1213-38, Stat B-1213-39, MB-1213-29, Location map High Pressure Plane, PR Matthews, Letter of Recommendation, HPP Bid Tab - Sealed

Project Manager: Mark Daniels, Utilities Engineer

Entered by: mark.daniels@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-1213-92

Body

BACKGROUND: The Segment A Waterline project (WB0134) was created in the Fiscal Year Ending (FYE) 2007 budget process; the project was to install approximately 2,700 linear feet (LF) of 42-inch water line (in the

"normal pressure plane") between the Water Treatment Plant (WTP) and 24th Avenue NE. Professional Engineering Consultants (PEC) was hired to perform water modeling and design services for the Segment A Waterline project under Contract K-0607-122. Water modeling indicated the need to improve the service to the high pressure plane (HPP) in northeastern Norman, in lieu of constructing Segment A (see attached map of High Pressure Plane area of Norman's water utility).

In FYE09, the High Pressure Plane (HPP) Waterline Improvements project (WA0131) was budgeted to install approximately 5,300 linear feet (LF) of 12-inch water line and 2,700 LF of 16-inch water line to serve the southern and northern areas of the high pressure plane, respectively. Under Contract K-0607-122, PEC provided geotechnical exploration, surveying and design services pursuant to the HPP Waterline Improvements project. PEC will continue to perform limited construction administrative services during construction of the HPP improvements, if approved.

The HPP Waterline Improvements now includes approximately 3,200 LF of 24-inch waterline between the Water Treatment Plant (WTP) and 24th Avenue NE, and approximately 5,900 LF of 16-inch waterline along Robinson between the WTP to 36th Avenue NE and then south to Alameda. The originally proposed pipe diameters for this project were increased to ensure adequate water supply to the high pressure plane. The 16-inch waterline provides a second feed to the southern portion of the HPP (Alameda Plaza, Meadowwood Estates, Summit Lakes, and Royal Oaks subdivisions). The 24-inch waterline feeds the northern portion of the HPP (Deerfield, Hall Park, Hallbrooke, High Meadows, Lakecrest, Park Hill, Park Place, Queenston, Shadowlake and Sonoma Park). The improvements will provide a more sustainable water pressure with less pressure fluctuation during periods of peak demand.

The Oklahoma Department of Environmental Quality (ODEQ) approved the design plans on February 7, 2013. The NUA will consider receipt of ODEQ Permit WL00001413099 as a separate agenda item on March 12, 2013.

DISCUSSION: The advertisement for bids was published in the Norman Transcript on January 31 and February 7, 2013, and in several trade publications. Seven contractors attended the pre-bid conference and bids were received from six contractors on February 21, 2013. As shown on the attached bid tabulation, Matthews Trenching Company, Inc. was the low bidder at $1,256,224.50. Other bids ranged between $1,270,768.37 and $1,651,553; the engineer's estimate was $1,127,038. As noted in its letter of February 22, 2013, PEC recommends award to Matthews Trenching Company, Inc. of Oklahoma City, Oklahoma. The Utilities Department concurs in this award recommendation.

The Fiscal Year Ending (FYE) 2013 budget includes unencumbered funds of $446,537 in HPP Waterline Replacement Construction (WA0131) account 031-9353-462.61-01 and $36,614 HPP Waterline Replacement Land (WA0131) account 031-9353-462.60-01 for a total of $483,151.

Staff has recommended and Bond Counsel has agreed that the HPP Waterline Improvements may be funded with remaining proceeds of the Norman Utilities Authority Series 2006 Water Revenue Bond. As such, $483,151 in unencumbered funds in project WA0131 may be transferred into HPP Waterline Replacement Construction (account 031-9353-462.61-01; project WB0131). Upon completion of this transfer, a construction budget shortfall of $773,074 exists for HPP Waterline Replacement Construction. As noted above, the project budget was developed several years ago prior to increasing the pipe diameters from 16 to 24 inches and from 12 to 16 inches.

In order to fully fund the proposed improvements, it is necessary to transfer at least $773,074 from other water bond projects. Utilities staff also recommends including a small contingency of about 2.14% ($26,926) to cover unexpected expenses for a total transfer of $800,000.

Utilities staff recommends transfer of $800,000 from 24-inch Waterline Segment D Construction (account 031-9360-462.61-01; project WB0184), to HPP Waterline Replacement, Construction (account 031-9353-462.61-01; project WB0131). This transfer is recommended because completion of the Segment D Waterline along Highway 9 has been delayed by our inability to obtain easements within the Highway 9 right-of-way. This has caused a shift of the Segment D Waterline original alignment along Highway 9 between Jenkins Avenue and 24th Avenue SW to a revised alignment going north from Highway 9 along Chautauqua

Avenue, west on Imhoff Road, north on Berry Road and west on Lindsey Street to 24th Avenue SW.

The City of Norman is exempt from the payment of any sales or use taxes. Pursuant to Title 68 O.S., Section 1356 (10) and as allowed by Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140, direct vendors to the NUA are also exempt from those taxes. A bidder and his subcontractors may exclude from their bid sales taxes on appropriate equipment, materials, and supplies that will not have to be paid while acting on behalf of the NUA. To minimize project costs, the NUA will make payment directly to vendors supplying equipment and materials for incorporation into the project.

The bidding documents required the 16-inch waterline to be constructed within 100 calendar days and the entire project to be completed within 210 calendar days. The tentative schedule for constructing the HPP Waterline project is as follows:

Award and contracts - 03/12/13
Start work - 03/25/12
Complete 16-inch WL - 07/03/13
Final Completion - 10/01/13

RECOMMENDATION 1: Recommend the NUA accept the bids received in response to Project Bid 1213-52, High Pressure Plane Waterline Improvements, and award the bid to Matthews Trenching Company, Inc. of Oklahoma City, Oklahoma.

RECOMMENDATION 2: Recommend the NUA transfer $483,151 in unencumbered funds in project WA0131 into HPP Waterline Replacement Construction (account 031-9353-462.61-01; project WB0131).

RECOMMENDATION 3: Recommend the NUA transfer $800,000 from 24-inch Waterline Segment D Construction (account 031-9360-462.61-01; project WB0184) into HPP Waterline Replacement Construction (account 031-9353-462.61-01; project WB0131).

RECOMMENDATION 4: Recommend the NUA authorize the Chairman to sign Contract K-1213-92 in the amount of $1,256,224.50 with Matthews Trenching Company, Inc.

RECOMMENDATION 5: Recommend the NUA authorize the Chairman to Sign Statutory Bond B-1213-38, Performance Bond B-1213-39, and Maintenance Bond MB-1213-29; all bonds being in the amount of the construction contract.

RECOMMENDATION 6: Recommend the NUA allow the Utilities Director to approve the purchase of equipment and materials directly from vendors at prices agreed to by the Contractor.

Bid No. 1213-52
High Pressure Plane Water Line Improvements Project
February 21, 2013

The following is a tabulation of bids received by the City of Norman for the High Pressure Plane Water Line Improvements Project.

ENGINEER'S ESTIMATE	**$1,127,038**
Bidder	Bid
Matthew's Trenching Company, Inc. **Oklahoma City, Oklahoma**	**$1,256,224.50**
F.T. Construction Company, Inc. Oklahoma City, Oklahoma	$1,270,768.37
Central Contracting Services, Inc. Norman, Oklahoma	$1,274,221.00
Downey Contracting, L.L.C. Oklahoma City, Oklahoma	$1,351.504.00
BRB Contractors, Inc. Oklahoma City, Oklahoma	$1,407,763.00
Davenport Construction Edmond, Oklahoma	$1,651,553.00

RECOMMENDATION: That Matthews Trenching Company be awarded the bid for the High Pressure Plane Water Line Improvements Project.

Forwarded by:

Mark Daniels
Utilities Engineer

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20 13, by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Matthews Trenching Company, Inc., hereinafter designated as the CONTRACTOR.

WITNESSETH

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

HIGH PRESSURE PLANE WATERLINE IMPROVEMENTS
NORMAN, OKLAHOMA

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

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

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

One million, two hundred fifty-six thousand, two hundred twenty-four and 50/100 Dollars
($1,256,224.50).

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

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents:

- the Bid Notice published in the Norman Transcript
- the Notice to Bidders;
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Construction Drawings, Specifications, and Provisions; and
- the Bonds thereto; all of which documents are on file in the Office of the Purchasing Department of the NORMAN UTILITIES AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out at length, with the following additions and/or exceptions:

Addendum No. 1 dated February 18, 2013
Addendum No. 2 dated February 19, 2013

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the first day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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

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

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

It is further agreed that the CONTRACTOR will commence said work within Ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, to substantially complete Waterlines 2 and 3 within one hundred twenty (100) consecutive calendar days, to substantially complete Waterline 3 within one hundred eighty (180) consecutive calendar days, and to complete Total Base Bid within two hundred ten (210) consecutive calendar days.

3) That the AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
   a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
   b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise at to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

4) That the AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.

5) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

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

7) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the AUTHORITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the AUTHORITY.

8) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR agrees to pay as liquidated damages, the sum of ____two hundred dollars ($200.00)_____ for each consecutive calendar day thereafter the specified time for completion, as provided in the General Conditions.

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

10) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

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

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

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

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

Gary L. Matthews

Submitted and sworn to before me this 4th day of March, 2013.

Tracey King

TRACEY KING NOTARY PUBLIC #04007095 EXP. 08/06/16 STATE OF OKLAHOMA

Notary Public

My Commission Expires:

August 6, 2016

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 4th day of March, 2013, and the _____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST

Tracey King
Corporate Secretary (where applicable)

Matthews Trenching Co, Inc.
PRINCIPAL

Signed: Gary L. Matthews
Authorized Representative

Gary L. Matthews, PRESIDENT
Name and Title

Address: Po Box 15479
Oklahoma City, OK 73155

Telephone: 405-677-4525

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 5 day of March, 2013.

AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Bond #6090910

PERFORMANCE BOND

Know all men by these presents that Matthews Trenching Company, Inc, as PRINCIPAL, and Westfield 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of One million, two hundred fifty-six thousand, two hundred twenty-four and 50/100 Dollars 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:

HIGH PRESSURE PLANE WATERLINE IMPROVEMENTS
NORMAN, OKLAHOMA

has entered into a written CONTRACT with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 4th day of March, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 4th day of March, 2013.

(Corporate Seal) (where applicable)

ATTEST

Tracey King
Corporate Secretary (where applicable)

Matthews Trenching Company, Inc.
PRINCIPAL

Signed: Gary L. Matthews
Authorized Representative

Gary Matthews, President
Name and Title

Address: P. O. Box 15479
Oklahoma City, OK 73155

Telephone: 405-677-4525

(Corporate Seal)

ATTEST

Debbie Slack
Corporate Secretary

Westfield Insurance Company
SURETY

Signed: Vicki Wilson
Authorized Representative

Vicki Wilson, Attorney-in-fact
Name and Title

Address: P. O. Box 5010
Edmond, Oklahoma 73083-5010

Telephone: 405-341-8330

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 4th day of March,

20 13, by Gary L. Matthews President of Matthews Trenching Co., Inc.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 13

Tracey King
Notary Public

TRACEY KING NOTARY # 04007095 EXP. 08/06/16 PUBLIC STATE OF OKLAHOMA

My Commission Expires: August 6, 2016

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

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

20 _____, by _____ an individual.
Name and Title

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

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

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

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 ____

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 5 day of March, 20 13.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman _____ Secretary _____

STATUTORY BOND

Know all men by these presents that Matthews Trenching Company, Inc, as PRINCIPAL, and Westfield 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of One million, two hundred fifty-six thousand, two hundred twenty-four and 50/100 Dollars 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:

HIGH PRESSURE PLANE WATERLINE IMPROVEMENTS
NORMAN, OKLAHOMA

has entered into a written CONTRACT with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

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

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 4th day of March, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 4th day of March, 2013.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Matthews Trenching Company, Inc.
PRINCIPAL

Signed:

Authorized Representative

Gary Matthews, President
Name and Title

Address: P. O. Box 15479

Oklahoma City, OK 73155

Telephone: 405-677-4525

(Corporate Seal)

ATTEST

Corporate Secretary

Westfield Insurance Company
SURETY

Signed:

Authorized Representative

Vicki Wilson, Attorney-in-fact
Name and Title

Address: P. O. Box 5010

Edmond, Oklahoma 73083-5010

Telephone: 405-341-8330

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 4th day of March,

20 13, by Gary L. Matthews President of Matthews Trenching Co., Inc.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

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

Tracey King
Notary Public

TRACEY KING NOTARY # 04007095 EXP. 08/06/16 PUBLIC STATE OF OKLAHOMA

My Commission Expires: August 6, 2016

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

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

20 _____, by _____ an individual.
Name and Title

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

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

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

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 ____

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 5 day of March, 2013.

AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman _____ Secretary _____

MAINTENANCE BOND

Know all men by these presents that Matthews Trenching Company, Inc., as PRINCIPAL, and Westfield 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of One million, two hundred fifty-six thousand, two hundred twenty-four and 50/100 Dollars 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:

HIGH PRESSURE PLANE WATERLINE IMPROVEMENTS
NORMAN, OKLAHOMA

has entered into a written CONTRACT with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 4th day of March, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 4th day of March, 2013.

Norman, Oklahoma
High Pressure Plane Waterline Improvements
(Corporate Seal) (where applicable)

MB-1213-29
Contract K-1213-92

ATTEST

Corporate Secretary (where applicable)

Matthews Trenching Company, Inc.
PRINCIPAL

Signed:

Authorized Representative

Gary Matthews, President
Name and Title

Address: P. O. Box 15479

Oklahoma City, OK 73155

Telephone: 405-677-4525

(Corporate Seal)

ATTEST

Corporate Secretary

Westfield Insurance Company
SURETY

Signed:

Authorized Representative

Vicki Wilson, Attorney-in-fact
Name and Title

Address: P. O. Box 5010

Edmond, Oklahoma 73083-5010

Telephone: 405-341-8330

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 4th day of March,

20 13, by Gary L. Matthews President of Matthews Trenching Co., Inc.
Name and Title

a Oklahoma corporation, on behalf of the corporation.

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

Tracey King
Notary Public

TRACEY KING NOTARY # 04007095 EXP. 08/06/16 PUBLIC STATE OF OKLAHOMA

My Commission Expires: August 6, 2016

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

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

20 _____, by _____ an individual.
Name and Title

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

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

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

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 5 day of March, 2013.

_____
AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman _____ Secretary _____

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

February 22, 2013

Norman Utilities Authority
201-C West Gray
Norman, Oklahoma 73069

Re: Bid No. B-1213-63
High Pressure Plane Waterline Improvements
PEC Project No. 434-07K03-002-5637

Dear Bid Committee:

Submitted for your information and review is the Bid Tabulation for the project referenced above.

There were a total of six (6) bidders, with bids ranging from $1,256,224.50 to $1,651,553.00.

Matthews Trenching Co. submitted the lowest bid, which is regular in every respect. Therefore, we find no reason not to recommend the award of High Pressure Plane Waterline Improvements to Matthews Trenching Co. for $1,256,224.50.

Please do not hesitate to contact me at (918) 664-5400 should you have any questions.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Ethan J.L. Edwards, P.E.
Tulsa Division Manager /Project Manager

CHEROKEE BUILDING 4150 SOUTH 100TH EAST AVENUE, SUITE 401 TULSA, OK 74146 918-664-5400 FAX 918-664-0200 www.pecl.com

PEC
4150 S. 100th E. Ave., Ste. 401
Tulsa OK 74146
Ph: (918) 664-5400

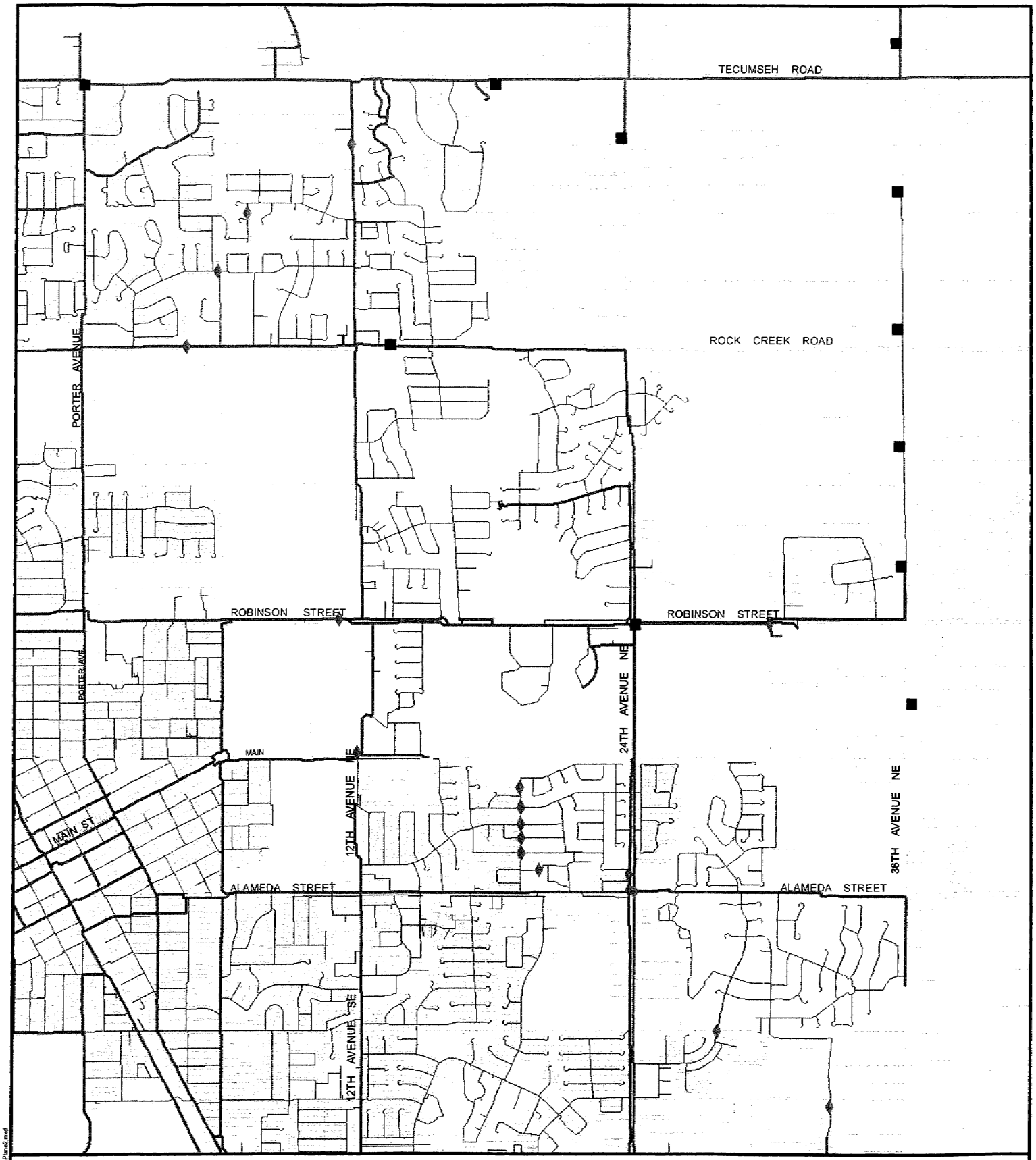
Norman, Oklahoma
High Pressure Plane Waterline Improvements
PEC Project No. : 434-07K03-002-5637
Bid Opening Date: Thursday, February 21, 2013
Bid Opening Time: 2:00 PM

BID TABULATION

Item No.	Description	Quantity	Unit	ENGINEER'S ESTIMATE Unit Cost	ENGINEER'S ESTIMATE Total	Matthews Trenching Co. 919 S. Fairmont Oklahoma City, OK 73129 Unit Cost	Matthews Total	F T Construction Co Inc 2201 S Eastern Ave Oklahoma City, OK 73129 Unit Cost	F T Construction Total	Central Contractors 17301 S. Sunny Lane Norman, OK 73071 Unit Cost	Central Total	Downey Contracting, LLC 3217 N.E. 63rd St. Oklahoma City, OK 73121 Unit Cost	Downey Total	BRB Contractors, Inc 3805 NW 25th St. Topeka, KS 66675 Unit Cost	BRB Total	Davenport Construction 6001 Horseshoe Bend Edmond, OK 73034 Unit Cost	Davenport Total
	BASE BID																
1	MOBILIZATION	1	LS	$ 30,000.00	$ 30,000.00	$ 15,000.00	$ 15,000.00	$ 103,163.00	$ 103,163.00	$ 140,000.00	$ 140,000.00	$ 25,000.00	$ 25,000.00	$ 117,000.00	$ 117,000.00	$ 20,000.00	$ 20,000.00
2	CONSTRUCTION STAKING	1	LS	$ 20,000.00	$ 20,000.00	$ 7,500.00	$ 7,500.00	$ 16,818.27	$ 16,818.27	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 4,500.00	$ 4,500.00	$ 7,500.00	$ 7,500.00
3	TRAFFIC CONTROL	1	LS	$ 10,000.00	$ 10,000.00	$ 5,250.00	$ 5,250.00	$ 4,679.25	$ 4,679.25	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 6,600.00	$ 6,600.00	$ 9,500.00	$ 9,500.00
4	EROSION CONTROL	1	LS	$ 15,000.00	$ 15,000.00	$ 2,500.00	$ 2,500.00	$ 12,329.50	$ 12,329.50	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00	$ 9,800.00	$ 9,800.00
5	TRENCH SAFETY	1	LS	$ 20,000.00	$ 20,000.00	$ 2,500.00	$ 2,500.00	$ 2,720.09	$ 2,720.09	$ 9,000.00	$ 9,000.00	$ 63,000.00	$ 63,000.00	$ 2,000.00	$ 2,000.00	$ 11,000.00	$ 11,000.00
6	SITE CLEARING	0.65	AC	$ 12,000.00	$ 7,800.00	$ 18,000.00	$ 11,700.00	$ 1,979.32	$ 1,286.56	$ 3,000.00	$ 1,950.00	$ 2,500.00	$ 1,625.00	$ 6,000.00	$ 3,900.00	$ 2,500.00	$ 1,625.00
7	OPEN CUT 12-INCH PVC PIPE	75	LF	$ 35.00	$ 2,625.00	$ 50.00	$ 3,750.00	$ 38.51	$ 2,888.25	$ 50.00	$ 3,750.00	$ 40.00	$ 3,000.00	$ 39.00	$ 2,925.00	$ 60.00	$ 4,500.00
8	OPEN CUT 16-INCH PVC PIPE	5900	LF	$ 50.00	$ 295,000.00	$ 50.00	$ 295,000.00	$ 49.04	$ 289,336.00	$ 50.00	$ 295,000.00	$ 61.00	$ 359,900.00	$ 53.00	$ 312,700.00	$ 78.00	$ 460,200.00
9	OPEN CUT 24-INCH PVC PIPE	3200	LF	$ 80.00	$ 256,000.00	$ 86.00	$ 275,200.00	$ 93.63	$ 299,616.00	$ 87.00	$ 278,400.00	$ 81.00	$ 259,200.00	$ 105.00	$ 336,000.00	$ 155.00	$ 496,000.00
10	BORING 16-INCH PVC PIPE WITH STEEL CASING	64	LF	$ 350.00	$ 22,400.00	$ 365.00	$ 23,360.00	$ 285.60	$ 18,278.40	$ 415.00	$ 26,560.00	$ 450.00	$ 28,800.00	$ 420.00	$ 26,880.00	$ 440.00	$ 28,160.00
11	BORING 24-INCH PVC PIPE WITH STEEL CASING	183	LF	$ 400.00	$ 73,200.00	$ 590.00	$ 107,970.00	$ 372.30	$ 68,130.90	$ 650.00	$ 118,950.00	$ 545.00	$ 99,735.00	$ 585.00	$ 107,055.00	$ 670.00	$ 122,610.00
12	6-INCH GATE VALVE W/ BOX	1	EA	$ 1,500.00	$ 1,500.00	$ 950.00	$ 950.00	$ 954.44	$ 954.44	$ 1,000.00	$ 1,000.00	$ 950.00	$ 950.00	$ 1,050.00	$ 1,050.00	$ 1,000.00	$ 1,000.00
13	12-INCH GATE VALVE W/ BOX	2	EA	$ 4,000.00	$ 8,000.00	$ 2,250.00	$ 4,500.00	$ 2,355.97	$ 4,711.94	$ 2,500.00	$ 5,000.00	$ 3,000.00	$ 6,000.00	$ 2,700.00	$ 5,400.00	$ 3,000.00	$ 6,000.00
14	16-INCH GATE VALVE W/ BOX	8	EA	$ 8,000.00	$ 64,000.00	$ 6,500.00	$ 52,000.00	$ 7,389.79	$ 59,118.32	$ 8,500.00	$ 68,000.00	$ 13,800.00	$ 110,400.00	$ 7,000.00	$ 56,000.00	$ 8,300.00	$ 66,400.00
15	24-INCH GATE VALVE W/ BOX	4	EA	$ 12,000.00	$ 48,000.00	$ 17,500.00	$ 70,000.00	$ 21,993.32	$ 87,973.28	$ 19,000.00	$ 76,000.00	$ 27,000.00	$ 108,000.00	$ 25,100.00	$ 100,400.00	$ 32,000.00	$ 128,000.00
16	1-INCH AIR RELIEF VALVE & VAULT	1	EA	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 2,985.91	$ 2,985.91	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 2,625.00	$ 2,625.00	$ 2,500.00	$ 2,500.00
17	2-INCH AIR RELIEF VALVE & VAULT	1	EA	$ 3,000.00	$ 3,000.00	$ 5,500.00	$ 5,500.00	$ 3,515.60	$ 3,515.60	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,250.00	$ 3,250.00	$ 3,200.00	$ 3,200.00
18	16" X 16" TAPPING SLEEVE	1	EA	$ 5,500.00	$ 5,500.00	$ 17,500.00	$ 17,500.00	$ 5,080.00	$ 5,080.00	$ 13,000.00	$ 13,000.00	$ 15,000.00	$ 15,000.00	$ 16,500.00	$ 16,500.00	$ 16,000.00	$ 16,000.00
19	6-INCH 45° BEND	1	EA	$ 500.00	$ 500.00	$ 350.00	$ 350.00	$ 416.77	$ 416.77	$ 450.00	$ 450.00	$ 250.00	$ 250.00	$ 360.00	$ 360.00	$ 300.00	$ 300.00
20	12-INCH 45° BEND	1	EA	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 943.97	$ 943.97	$ 800.00	$ 800.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 700.00	$ 700.00
21	16-INCH 22-1/2° BEND	23	EA	$ 1,300.00	$ 29,900.00	$ 2,000.00	$ 46,000.00	$ 1,335.30	$ 30,711.90	$ 1,100.00	$ 25,300.00	$ 900.00	$ 20,700.00	$ 1,300.00	$ 29,900.00	$ 1,300.00	$ 29,900.00
22	16-INCH 45° BEND	12	EA	$ 1,500.00	$ 18,000.00	$ 2,500.00	$ 30,000.00	$ 2,452.31	$ 29,427.72	$ 1,100.00	$ 13,200.00	$ 1,000.00	$ 12,000.00	$ 2,325.00	$ 27,900.00	$ 2,200.00	$ 26,400.00
23	24-INCH 22-1/2° BEND	12	EA	$ 1,650.00	$ 19,800.00	$ 3,250.00	$ 39,000.00	$ 2,072.93	$ 24,875.16	$ 1,700.00	$ 20,400.00	$ 1,800.00	$ 21,600.00	$ 2,300.00	$ 27,600.00	$ 2,400.00	$ 28,800.00
24	24-INCH 45° BEND	10	EA	$ 1,650.00	$ 16,500.00	$ 3,500.00	$ 35,000.00	$ 4,844.04	$ 48,440.40	$ 1,800.00	$ 18,000.00	$ 2,100.00	$ 21,000.00	$ 3,925.00	$ 39,250.00	$ 4,200.00	$ 42,000.00
25	16" X 12" CROSS	1	EA	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 1,921.78	$ 1,921.78	$ 1,800.00	$ 1,800.00	$ 1,500.00	$ 1,500.00	$ 4,500.00	$ 4,500.00	$ 3,700.00	$ 3,700.00
26	24" X 24" CROSS	1	EA	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 4,099.26	$ 4,099.26	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00	$ 8,750.00	$ 8,750.00	$ 6,000.00	$ 6,000.00
27	24" X 24" TEE	1	EA	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 5,861.50	$ 5,861.50	$ 3,000.00	$ 3,000.00	$ 2,400.00	$ 2,400.00	$ 5,625.00	$ 5,625.00	$ 5,000.00	$ 5,000.00
28	24" X 12" TEE	1	EA	$ 1,900.00	$ 1,900.00	$ 2,500.00	$ 2,500.00	$ 2,639.21	$ 2,639.21	$ 2,500.00	$ 2,500.00	$ 1,800.00	$ 1,800.00	$ 5,425.00	$ 5,425.00	$ 3,100.00	$ 3,100.00
29	16" X 8" TEE	4	EA	$ 1,600.00	$ 6,400.00	$ 1,500.00	$ 6,000.00	$ 1,528.28	$ 6,113.12	$ 1,200.00	$ 4,800.00	$ 750.00	$ 3,000.00	$ 2,500.00	$ 10,000.00	$ 1,700.00	$ 6,800.00
30	24" X 16" REDUCER	2	EA	$ 2,100.00	$ 4,200.00	$ 2,000.00	$ 4,000.00	$ 2,286.29	$ 4,572.58	$ 1,500.00	$ 3,000.00	$ 950.00	$ 1,900.00	$ 1,600.00	$ 3,200.00	$ 2,050.00	$ 4,100.00
31	16" X 12" REDUCER	3	EA	$ 1,500.00	$ 4,500.00	$ 1,000.00	$ 3,000.00	$ 977.21	$ 2,931.63	$ 1,000.00	$ 3,000.00	$ 700.00	$ 2,100.00	$ 1,225.00	$ 3,675.00	$ 1,020.00	$ 3,060.00
32	12" X 6" REDUCER	1	EA	$ 800.00	$ 800.00	$ 500.00	$ 500.00	$ 667.36	$ 667.36	$ 700.00	$ 700.00	$ 320.00	$ 320.00	$ 400.00	$ 400.00	$ 600.00	$ 600.00
33	8" X 6" REDUCER	4	EA	$ 600.00	$ 2,400.00	$ 400.00	$ 1,600.00	$ 580.52	$ 2,322.08	$ 500.00	$ 2,000.00	$ 250.00	$ 1,000.00	$ 275.00	$ 1,100.00	$ 350.00	$ 1,400.00
34	12" PLUG	2	EA	$ 700.00	$ 1,400.00	$ 350.00	$ 700.00	$ 987.05	$ 1,974.10	$ 400.00	$ 800.00	$ 100.00	$ 200.00	$ 230.00	$ 460.00	$ 300.00	$ 600.00
35	24" PLUG	1	EA	$ 900.00	$ 900.00	$ 1,200.00	$ 1,200.00	$ 4,218.98	$ 4,218.98	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 1,125.00	$ 1,125.00	$ 980.00	$ 980.00
36	SINGLE SHORT SERVICE CONNECTION	5	EA	$ 800.00	$ 4,000.00	$ 750.00	$ 3,750.00	$ 888.51	$ 4,442.55	$ 600.00	$ 3,000.00	$ 1,200.00	$ 6,000.00	$ 500.00	$ 2,500.00	$ 650.00	$ 3,250.00
37	SINGLE LONG SERVICE CONNECTION	5	EA	$ 1,000.00	$ 5,000.00	$ 2,000.00	$ 10,000.00	$ 1,864.54	$ 9,322.70	$ 750.00	$ 3,750.00	$ 2,000.00	$ 10,000.00	$ 1,100.00	$ 5,500.00	$ 1,200.00	$ 6,000.00
38	METER INSTALLATION	10	EA	$ 500.00	$ 5,000.00	$ 1,500.00	$ 15,000.00	$ 498.77	$ 4,987.70	$ 100.00	$ 1,000.00	$ 350.00	$ 3,500.00	$ 35.00	$ 350.00	$ 400.00	$ 4,000.00
39	METER BOX	10	EA	$ 650.00	$ 6,500.00	$ 250.00	$ 2,500.00	$ 118.17	$ 1,181.70	$ 200.00	$ 2,000.00	$ 125.00	$ 1,250.00	$ 105.00	$ 1,050.00	$ 150.00	$ 1,500.00
40	FIRE HYDRANT ASSEMBLY	5	EA	$ 3,000.00	$ 15,000.00	$ 3,750.00	$ 18,750.00	$ 4,037.00	$ 20,185.00	$ 3,500.00	$ 17,500.00	$ 2,600.00	$ 13,000.00	$ 3,500.00	$ 17,500.00	$ 4,200.00	$ 21,000.00
41	VALVE VAULT	1	EA	$ 12,500.00	$ 12,500.00	$ 40,000.00	$ 40,000.00	$ 11,938.46	$ 11,938.46	$ 25,000.00	$ 25,000.00	$ 24,000.00	$ 24,000.00	$ 24,000.00	$ 24,000.00	$ 9,900.00	$ 9,900.00
42	FENCE RELOCATION	2176	LF	$ 15.00	$ 32,640.00	$ 15.00	$ 32,640.00	$ 13.40	$ 29,158.40	$ 8.00	$ 17,408.00	$ 13.50	$ 29,376.00	$ 9.00	$ 19,584.00	$ 10.00	$ 21,760.00
43	ASPHALT DRIVE REPAIR	29	SY	$ 150.00	$ 4,350.00	$ 130.00	$ 3,770.00	$ 98.36	$ 2,852.44	$ 55.00	$ 1,595.00	$ 80.00	$ 2,320.00	$ 125.00	$ 3,625.00	$ 80.00	$ 2,320.00
44	CONCRETE DRIVE REPAIR	21	SY	$ 125.00	$ 2,625.00	$ 135.00	$ 2,835.00	$ 193.32	$ 4,059.72	$ 65.00	$ 1,365.00	$ 100.00	$ 2,100.00	$ 155.00	$ 3,255.00	$ 90.00	$ 1,890.00
45	GRAVEL DRIVE REPAIR	39	SY	$ 50.00	$ 1,950.00	$ 35.00	$ 1,365.00	$ 61.42	$ 2,395.38	$ 45.00	$ 1,755.00	$ 50.00	$ 1,950.00	$ 10.00	$ 390.00	$ 15.00	$ 585.00
46	CONCRETE CURB AND GUTTER REPLACEMENT	50	LF	$ 50.00	$ 2,500.00	$ 60.00	$ 3,000.00	$ 37.52	$ 1,876.00	$ 40.00	$ 2,000.00	$ 20.00	$ 1,000.00	$ 36.00	$ 1,800.00	$ 40.00	$ 2,000.00
47	SEEDING	4.2	AC	$ 2,500.00	$ 10,500.00	$ 2,500.00	$ 10,500.00	$ 1,401.06	$ 5,884.45	$ 800.00	$ 3,360.00	$ 800.00	$ 3,360.00	$ 1,400.00	$ 5,880.00	$ 980.00	$ 4,116.00
48	SLAB SODDING	4114	SY	$ 2.00	$ 8,228.00	$ 4.25	$ 17,484.50	$ 2.68	$ 11,025.52	$ 2.00	$ 8,228.00	$ 2.00	$ 8,228.00	$ 2.00	$ 8,228.00	$ 2.50	$ 10,285.00
49	10-INCH RIP RAP, TYPE 1	28	SY	$ 90.00	$ 2,520.00	$ 75.00	$ 2,100.00	$ 86.84	$ 2,431.52	$ 50.00	$ 1,400.00	$ 55.00	$ 1,540.00	$ 82.00	$ 2,296.00	$ 54.00	$ 1,512.00
50	DISINFECTION	1	LS	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 2,119.00	$ 2,119.00	$ 4,000.00	$ 4,000.00	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 2,100.00	$ 2,100.00
51	PRESSURE TESTING	1	LS	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 1,184.60	$ 1,184.60	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00	$ 11,000.00	$ 11,000.00	$ 1,900.00	$ 1,900.00
	BASE BID				**$ 1,127,038.00**		**$ 1,256,224.50**		**$ 1,278,788.37**		$ 1,274,221.00		**$ 1,351,504.00**		**$ 1,407,783.00**		**$ 1,851,553.00**
					RANK		**FIRST**		**SECOND**		**THIRD**		**FOURTH**		**FIFTH**		**SIXTH**
	Addendum No. 1 (Yes/No)						Yes				Yes		Yes		Yes		Yes
	Addendum No. 2 (Yes/No)						Yes		Yes		Yes		Yes		Yes		Yes
	Bid Bond/Cashier's Check (Yes/No)						Yes		Yes		Yes		Yes		Yes		Yes
	Bidder Qualifications (Yes/No)						Yes		Yes		Yes		Yes		Yes		Yes

ACKNOWLEDGED BY: Ethan J. Edwards
CONSULTANT SIGNATURE

LICENSED PROFESSIONAL ENGINEER
ETHAN J.L. EDWARDS
22230
OKLAHOMA
2/22/13



High Pressure Plane

February 27, 2013

Map produced by the City of Norman GIS Services Division

The City of Norman assumes no responsibility for errors or omissions in the information presented.

N
W E
S

0 1,250 2,500 Feet

Closed Valves

Water Wells

Water Lines by Diameter

Up to 10"

12" or larger

G:\UMcIntosh\Requests\MardDanes\022713_HighPressurePlane\HighPressurePlane2.mxd

PURCHASE REQUISITION NBR: 0000214091

STATUS: INSUFFICIENT FUNDS

REQUISITION BY: MDANIELS

REASON: HIGH PRESSURE PLANE WATERLINE CONSTRUCTION

DATE: 3/06/13

SHIP TO LOCATION: P W - UTILITIES DIRECTOR

SUGGESTED VENDOR: 3365 MATTHEWS TRENCHING COMPANY INC

DELIVER BY DATE: 3/12/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WATERLINE CONSTRUCTION COMMODITY: PIPE AND TUBING SUBCOMMOD: PIPE, PVC (POLYVINYL CHLO	1256224.50	DOL	1.0000	1256224.50	

REQUISITION TOTAL: 1256224.50

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	03193534626101	Capital Projects Construction	WB0131 High Pressure Plane Up BD	100.00	1256224.50
					1256224.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON NUA APPROVAL 03/12/13.

City of Norman, OK

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

Master

File Number: GID-1213-29

File ID:	GID-1213-29	**Type:**	Permits	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 15	**In Control:**	City Council
Department:	Utilities Department	**Cost:**		**File Created:**	02/26/2013
File Name:	DEQ Permit for HPP Waterline			**Final Action:**	

Title: SUBMISSION OF WATER LINE PERMIT NO. WL000014113099 ISSUED BY THE STATE OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) FOR THE HIGH PRESSURE PLANE WATER LINE REPLACEMENTS PROJECT.

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

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 15

Attachments: Text File Water Line Permit ODEQ, DEQ HPP Permit 020713, Location map High Pressure Plane

Project Manager: Mark Daniels, Utilities Engineer

Entered by: mark.daniels@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File GID-1213-29

Body

BACKGROUND: The High Pressure Plane Waterline Improvements (WA0131) will install approximately 3,200 feet of 24-inch, 5,900 feet of 16-inch waterline and appurtenances to serve the northern and southern areas of the high pressure plane, respectively. The improvements will provide a more sustainable pressure in all areas of the high pressure plane located in northeastern Norman.

DISCUSSION: Professional Engineering Consultants (PEC) completed modeling, surveying and design services under Contracts K-0607-122. As a part of the project requirements, a construction permit from the Oklahoma Department of Environmental Quality (ODEQ) is required.

The design drawings and specifications were submitted to the ODEQ on February 2, 2013 and were approved on February 7, 2013. As noted on the attached permit, the ODEQ requires permit receipt to be made a matter of permanent record in the City Council minutes.

The bid opening occurred February 22, 2013 and the City Council acting as the Norman Utilities Authority will consider awarding the bid and approval of the construction contract and bonds in a separate item on the March 12, 2013 agenda. Construction is to begin in March 2013.

RECOMMENDATION: Staff recommends that receipt of ODEQ Permit No. WL000014113099 issued February 7, 2013, be noted and made a matter of permanent record in the minutes of the City Council of the City of Norman.

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

February 7, 2013

Mark Daniels, P. E., Utilities Engineer
City of Norman dba
Norman Utilities Authority
P. O. Box 370
Norman, Oklahoma 73070

Re: Permit No.: WL000014130099
High Pressure Plain
Distribution System Improvements Project
PWSID No.: 1020801

Dear Mr. Daniels:

Enclosed is Permit No.: WL000014130099 for the construction of approximately 90 L. F. of six (6) inch, 80 L. F. of twelve (12) inch, 5,900 L. F. of sixteen (16) inch, and 3,200 L. F. of twenty-four (24) inch water lines and appurtenances to serve the City of Norman High Pressure Plain Distribution Improvements Project, Cleveland County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 7, 2013. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Norman, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/bg

Enclosure

c: Purcell DEQ Office
David Golden, R. S., Regional Manager, DEQ
Ethan Edwards, P. E., Professional Engineering Consultants, P. A.

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000014130099

WATER LINES

PWSID NO.: 1020801

PERMIT TO CONSTRUCT

February 7, 2013

Pursuant to O.S. 27A 2-6-304, Norman Utilities Authority is hereby granted this Tier I Permit to construct approximately 90 L. F. of six (6) inch, 80 L. F. of twelve (12) inch, 5,900 L. F. of sixteen (16) inch, and 3,200 L. F. of twenty-four (24) inch water lines and appurtenances to serve the City of Norman High Pressure Plain Distribution Improvements Project, located in part of Sections 22 & 27, T-9-N, R-2-W, I. M., Cleveland County, Oklahoma, in accordance with the plans approved on February 7, 2013.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.

4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

5) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

6) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

7) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink

PERMIT NO.: WL000014130099

WATER LINES

PWSID NO.: 1020801

PERMIT TO CONSTRUCT

8) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

9) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

10) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

11) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

12) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

13) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water and sewer lines as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), design and construct the sewer line pipe equal to water line pipe and pressure test in accordance with applicable AWWA standards, prior to backfilling in accordance with OAC 252:626-19-2(h)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

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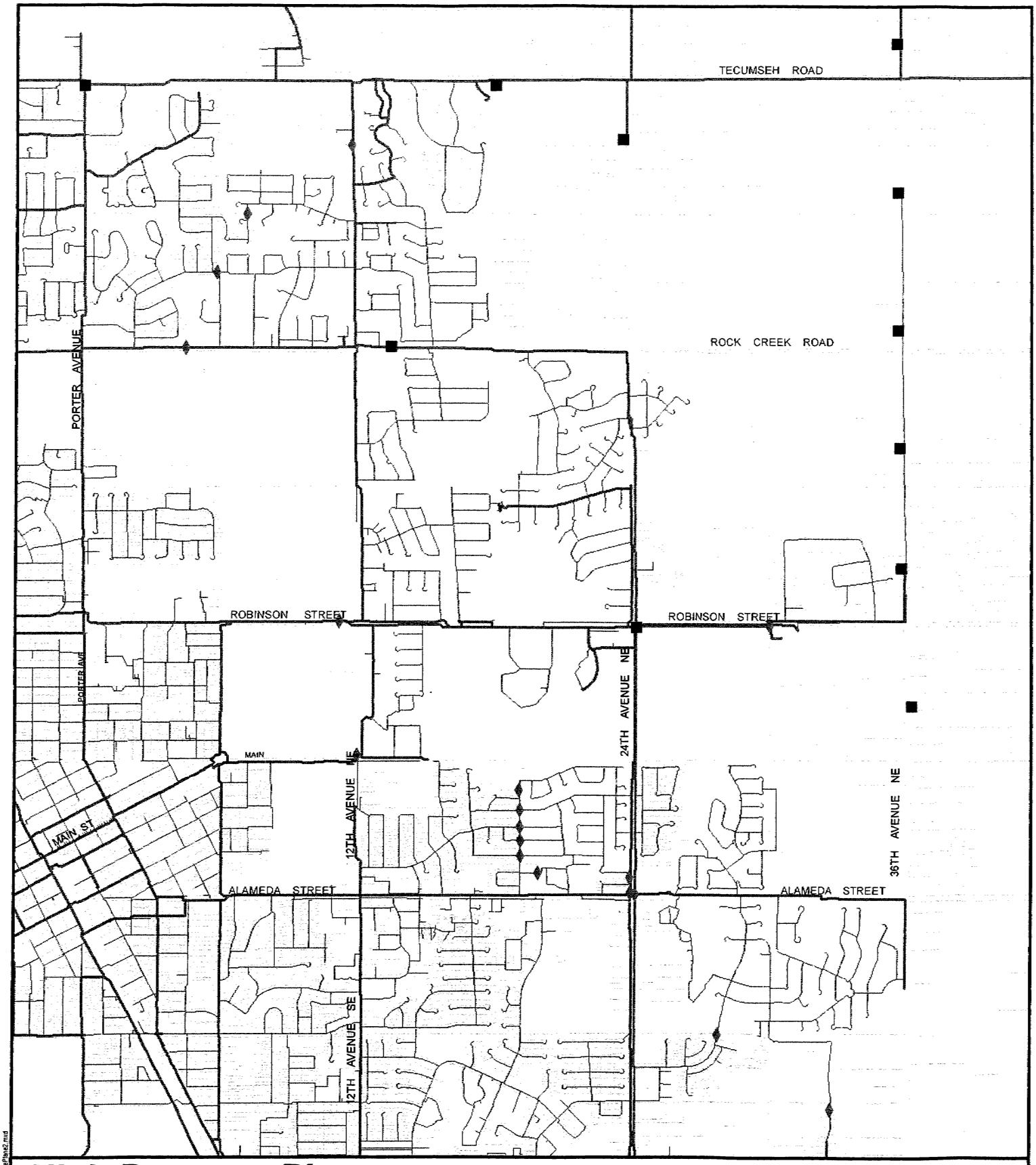


High Pressure Plane

February 27, 2013

Map produced by the City of Norman GIS Services Division

The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

0 1,250 2,500 Feet

- Closed Valves
- Water Wells

Water Lines by Diameter

- Up to 10"
- 12" or Greater

High Pressure Plane

City of Norman, OK

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

Master

File Number: GID-1213-63

File ID:	GID-1213-63	**Type:**	Authorization for Purchase	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 16	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$49,920.00	**File Created:**	02/28/2013
File Name:	Griffin Park Bleacher Replacements			**Final Action:**	

Title: CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF BLEACHERS FROM BSN SPORTS IN THE AMOUNT OF $49,920 AS PART OF THE GRIFFIN PARK BLEACHERS REPLACEMENT PROJECT.

Notes: ACTION NEEDED: Motion to approve or reject authorization for the purchase of bleachers in the amount of $49,920 from BSN Sports as part of the Griffin Park Bleachers Replacement Project.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 16

Attachments: Text File Bleachers, Griffin Bleacher Bid Tab, BSN Quote for Bleachers

Project Manager: James Briggs, Park Planner

Entered by: james.briggs@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File GID-1213-63

Body

BACKGROUND: During the FYE 2013 Capital Budget process, City Council approved funding for the Griffin Park Bleachers Replacement Project for the Parks and Recreation Department. This project included replacing all of the damaged bleachers at the softball and baseball fields in the park. The full scope of work includes both the purchase and installation of the new bleachers. The material is being purchased from an equipment dealer; and the installation will be done via a separate contract with a local contractor. Park Maintenance crews will remove the existing bleachers at Griffin Park.

The existing bleachers have been in the park since its initial development in the 1980's. They have experienced some damage over the years due to normal wear and tear; however over the past two years there have been two extreme weather events that have damaged many of the bleachers to the point that they are beyond repair. Most of the damage was done by a microburst of wind in July, 2011, and by the April 13, 2012, tornado which went through the park. Those damaged the worst by these storms were removed from the park and taken out of service.

This item addresses the bid quotations required to purchase the materials needed for these replacements. Separate quotations for installation of these materials will be obtained from local bidders.

DISCUSSION: A complete list of bleachers was created and distributed for quotations. The lowest and best quotation was received from BSN Sports of Dallas, Texas, in the amount of $49,920 (see attached Bid Tabulation). This is a materials-only purchase, and thus will not require any Contract, Bonds or Resolution. Staff has obtained all the necessary affidavits and warranty information for the purchase and will notify BSN to proceed upon approval by Council.

RECOMMENDATION: It is recommended that City Council accept the quotation from BSN Sports, for the Griffin Park Bleacher Replacement Project for the Parks and Recreation Department in the amount of $49,920. There is $58,000 budgeted for this project and funding is available in Griffin Park Bleacher Replacement, Construction (account 050-9639-419.61-01; project PR0133).

CITY OF NORMAN
Parks and Recreation Department
Norman, Oklahoma
25 February 2013

TABULATION OF BID QUOTES

The following is a tabulation of quotes received by the City of Norman for the Griffin Park Bleachers Replacement Project. Funding for this project is available in the Capital Projects Account Number 050-9639-419.6101, Project Number PR0133.

Manufacturer	Bid Amount
BSN Sports (Dallas, Texas)	**$49,920**
Pennant Sports (Birmingham, AL)	$50,820
Hanson Sports, Inc. (Kansas City, KS)	$89,849

RECOMMENDATION: That the project be awarded to BSN Sports, in the amount of $49,920, as the lowest and best bidder to meet specifications.

City of Norman

Jud Foster
Director of Parks and Recreation

BSN SPORTS

P.O. Box 7726, DALLAS, TX 75209
TEL: 1-800-527-7510 FAX: 1-800-899-0149
Come Visit us at www.bsnsports.com

Quotation
Repeat Printout

Document Number: 20494230
P.O. Number : James Briggs
Doc. Creation Date: 02/07/2013
Customer Number : 1002306
Sales Rep : Keri Roberson
Ordered by : James Briggs

This is NOT a Bill - DO NOT PAY.

Customer #:1002306
Sold To: CITY OF NORMAN
PO Box 370
NORMAN OK 73070-0370

Ship To: CITY OF NORMAN
PO Box 370
NORMAN OK 73070-0370

Payer: CITY OF NORMAN
201 W GRAY ST BLDG C
NORMAN OK 73069-7108

Item Number	Item Description	Delivery DT(S)	SKU	Color/ Team/ Size	Qty/ UOM	Unit Price	Extended Price
NB0515	5 Row 50 Seat Alum. Bleacher	03/11/2013	NB0515		24EA	2,080.00	49,920.00

Check your quote at **www.bsnsports.com/?&ProgramID=20494230&zip=73069-7108**

Merchandise Sub Total	Other	Freight	Sales Tax	Payment/Credit Applied	Total Order Amount
$ 49,920.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 49,920.00

PURCHASE REQUISITION NBR: 0000214031

STATUS: DIVISION APPROVAL

REQUISITION BY: TERRY-FOSTER

REASON: GRIFFIN PARK BLEACHERS - CITY COUNCIL 3/12/2013

DATE: 3/05/13

SHIP TO LOCATION: PARKS AND RECREATION

SUGGESTED VENDOR: 2870 BSN SPORTS INC

DELIVER BY DATE: 3/05/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	GRIFFIN PARK BLEACHERS, 5-ROW 50 SEAT ALUM. CONFIRM PER QUOTES CITY COUNCIL AGENDA 3/12/2013 COMMODITY: PARK, PLAYGROUND, RECREAT SUBCOMMOD: BENCHES, PARK (INCLUDING	49920.00	EA	1.0000	49920.00	PER QUOTE

REQUISITION TOTAL: 49920.00

REQUISITION QUOTES

	VENDOR NAME
49920.0000	BSN SPORTS
54370.0000	PENNANT SPORTS
99849.8800	HANSON SPORTS, INC.

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05096394526101	Capital Projects Construction	PR0133 Griffin Park Bleacher Rpl	100.00	49920.00
					49920.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

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

Master

File Number: GID-1213-56

File ID:	GID-1213-56	**Type:**	Declare Suplus/Obsolete	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 17	**In Control:**	City Council
Department:	Utilities Department	**Cost:**		**File Created:**	02/12/2013
File Name:	Declare Equipment Obsolete and authorize sale			**Final Action:**	

Title: CONSIDERATION OF THE DECLARATION OF EQUIPMENT AT THE WATER RECLAMATION FACILITY AS SURPLUS AND/OR OBSOLETE AND AUTHORIZATION OF THE SALE THEREOF.

Notes: ACTION NEEDED: Motion to declare the equipment to be surplus and/or obsolete; and, if so declared, authorize the sale thereof.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 17

Attachments: Text File Surplus Items, Inventory Goods for Auction Form (3), Pic 1, Pic 2, Pic 3

Project Manager: Steve Hardeman, Water Reclamation Facility Superintende

Entered by: danielle.robins@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File GID-1213-56

Body

BACKGROUND: The Norman Water Reclamation Facility (WRF) installed co-generation equipment back in 1991 as a source for electrical power supply for the facility. This equipment generated approximately 300 kWh power produced by a combination of natural gas and bio-gas. Over the years the reliability of this equipment has diminished to the point it was placed out of service in 2003. The equipment has remained on site since being placed out of service. However, because new solids blending equipment is scheduled to be installed as part of the Phase II Plant Improvements Project, the space occupied by the co-generation equipment is needed to house the new equipment.

DISCUSSION: Staff is requesting that pursuant to Chapter 8, Section 8-301, City Council declare the co-generation equipment as surplus so that it may be removed and sold. Chapter 8, Section 8-301 of the Norman Code of Ordinances provides that "The City Council must declare surplus or obsolete any supplies, materials, or equipment where the valuation exceeds one thousand dollars ($1,000) prior to the selling of such supplies, materials, or equipment."

There is a potential to generate revenue from the sale of the salvaged equipment such as the Waukesha motor, electrical generation equipment and electrical wiring. City staff will remove the equipment and seek

buyers for the sales transactions. Some minor parts may be scrapped because there is no potential value. Photographs of the equipment to be declared surplus are attached. Revenue generated from the sale, if any, will be transferred back to the Phase 2 Water Reclamation Facility Improvements (WW0065) via future agenda item requests.

RECOMMENDATION: It is recommended that the supplies, materials, or equipment be declared surplus or obsolete, and approved for disposition.

INVENTORY OF GOODS TO BE AUCTIONED

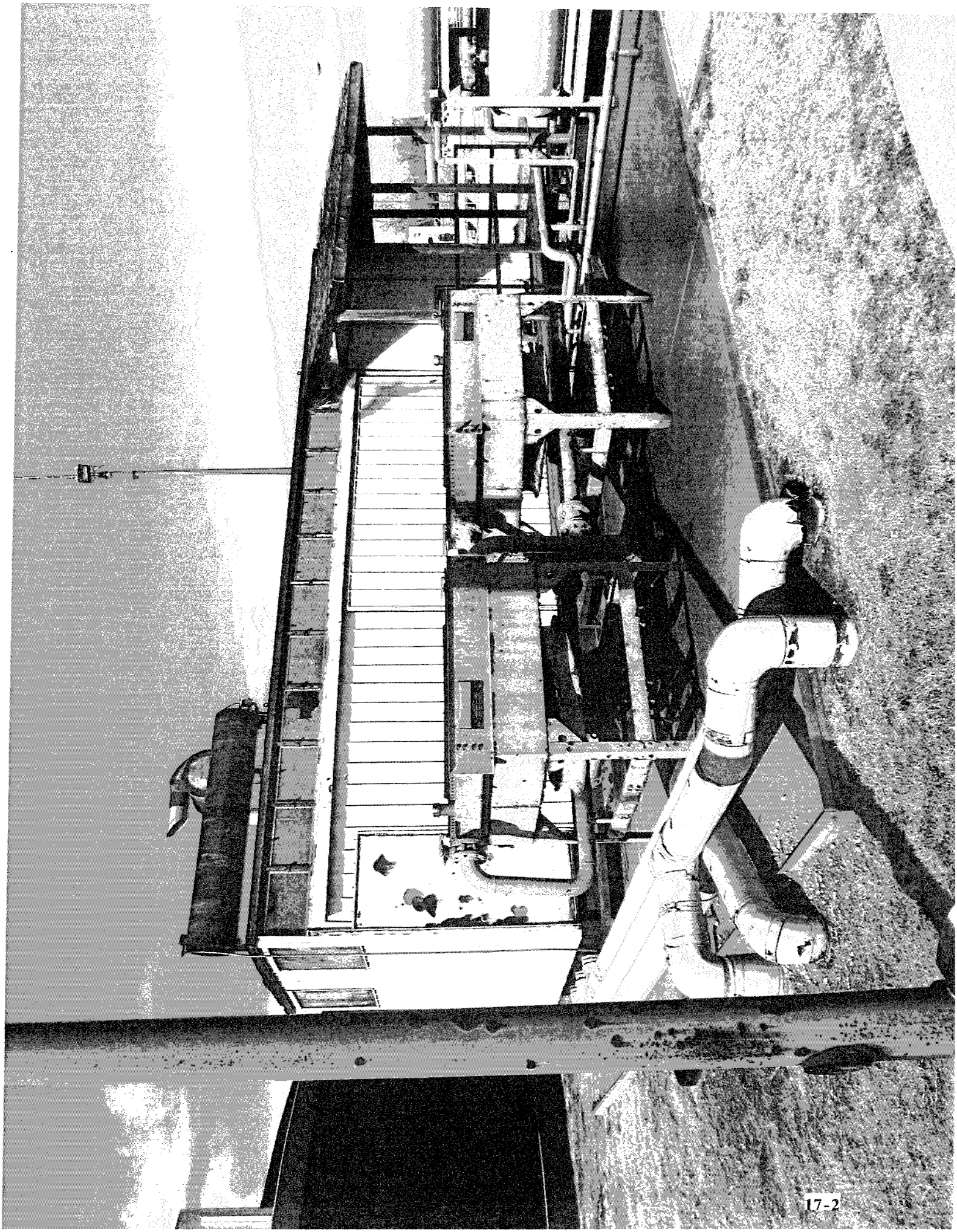
Department Water Reclamation Facility/Utilities

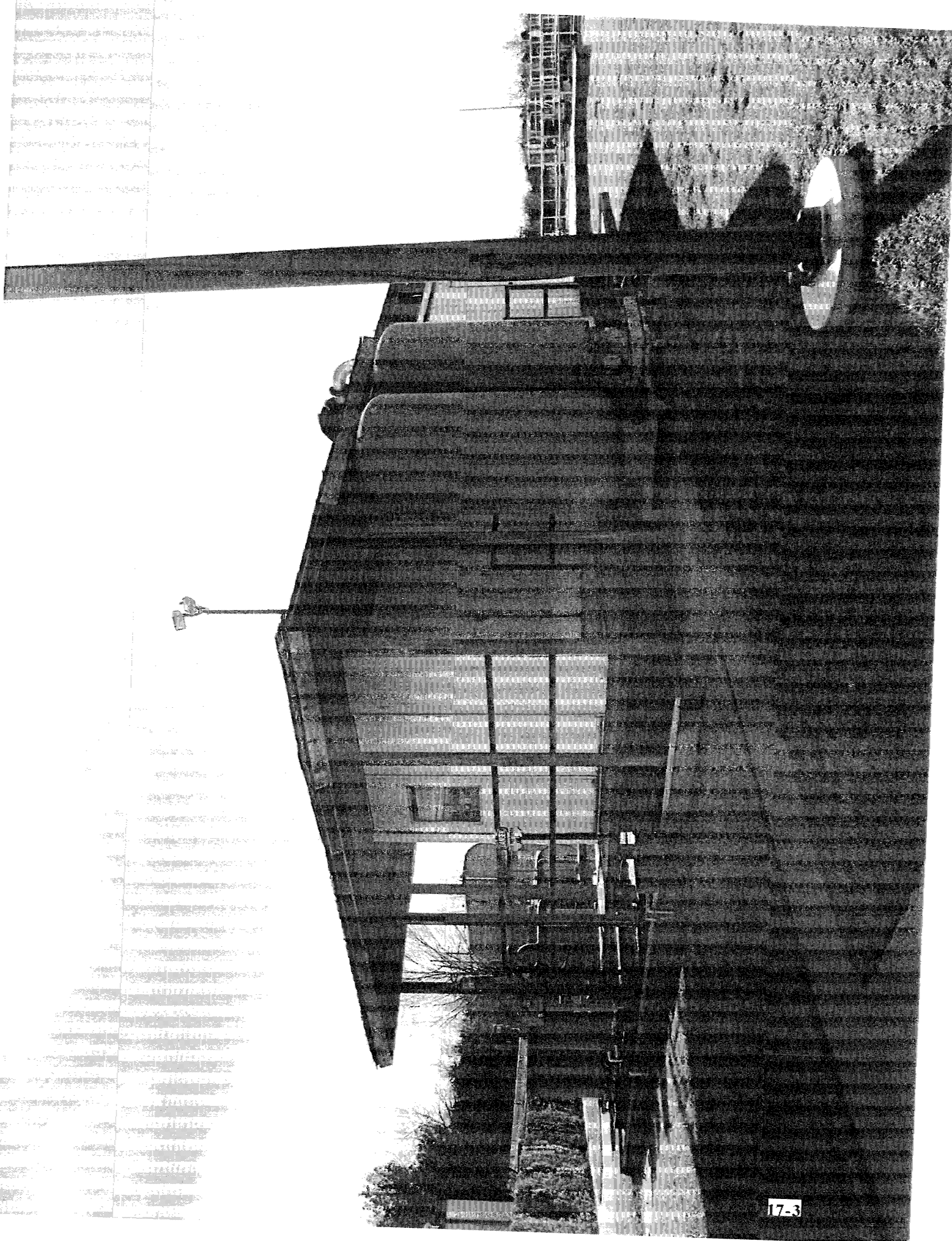
Approved by _____
Purchasing Agent

Signature _____

CONDITION*	ITEM AND YEAR	DETAILED DESCRIPTION	SERIAL NUMBER	Asset Tag No.
Poor	Radiator 1 1991	Young Radiator Company Model:CTS HC 44FR	2898293	
Poor	Radiator 2 1991	Young Radiator Company Model:CTS HC 44FR	2898292	
Poor	Waukesha Motor 1991	Model: LS108GU, 1200RPM	402733	
Poor	Generator 1991	350 KW	97933	
Poor	BioGas Filters 1991	Not Available	Not Available	
Poor	Compressor Tanks 1991	Not Available	Not Available	

*GOOD – FAIR – POOR – Please indicate if vehicles have been wrecked, burned or are in working order.





City of Norman, OK

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

Master

File Number: GID-1213-115

File ID:	GID-1213-115	**Type:**	Grant	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 18	**In Control:**	City Council
Department:	Fire Department	**Cost:**		**File Created:**	02/28/2013
File Name:	Citizens CORPS Grant #280.541			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF A GRANT FROM THE OKLAHOMA OFFICE OF HOMELAND SECURITY IN THE AMOUNT OF $3,508.10 TO BE USED BY THE FIRE DEPARTMENT TO PURCHASE EQUIPMENT NEEDED BY EMERGENCY RESPONSE VOLUNTEERS AND THE CLEVELAND COUNTY MEDICAL RESERVE CORPS TO SUPPORT COMMUNITY EVENTS AND DISASTER RESPONSE.

Notes: ACTION NEEDED: Motion to accept or reject a grant from the Oklahoma Office of Homeland Security in the amount of $3,508.10; and, if accepted, increase Other Revenue: Emergency Management Grant (022-0000-331.13-60) by $3,508.10 and appropriate $3,508.10 to Project GF0069, Emergency Managment/C Corps designating $2,555.58 to Minor Tools (022-9508-422.36-10); $118.52 to Express and Freight (022-9508-422.47-02); $600 to Temporary Employment (022-9508-422.41-01) and $234 to Workshops and Seminars (022-9508-422.46-04).

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 18

Attachments: Text File Grant, Grant $3,508.10

Project Manager: David Grizzle, Emergency Management Coordinator

Entered by: devra.smith@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File GID-1213-115

body

BACKGROUND: In January 2013, the Office of Emergency Management applied for and was approved to receive a grant from the Office of Homeland Security to support the Norman Citizens CORPS volunteer programs.

DISCUSSION: During January 2013, the Oklahoma Office of Homeland Security provided a notice of funding availability for local Citizen CORPS programs. Norman Emergency Management applied for and received approval for equipment needed by the Norman Emergency Response Volunteers and the Cleveland County Medical Reserve CORPS to support community events and disaster response. The grant allows for the purchase of equipment utilized in cooling stations for use during the Medieval Fair and rehabilitation stations during disaster response. Further the grant allows for temporary labor to assist in the coordination of

participation in the annual Medieval Fair.

RECOMMENDATION: It is recommended that City Council accept the grant in the amount of $3,508.10 under the FYE 2010 Homeland Security Grant Program; deposit this funds into Other Revenue: Emergency Management Grant (022-0000-331.13-60) and appropriate $2,555.58 to Minor Tools (022-9508-422.36-10); $118.52 to Express and Freight (022-9508-422.47-02); $600 to Temporary Employment (022-9508-422.41-01) and $234 to Workshops and Seminars (022-9508-422.46-04). The expenditure and revenue accounts project number is GF0069.

Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office (405) 425-7295 Fax
www.homelandsecurity.ok.gov

SUB-GRANTEE AWARD

Sub-grantee – Required for Reimbursement **FEI#** **DUNS #** **City of Norman** **Steve Lewis, City Manager** **PO Box 370** **Norman, OK 73069**		**Original Award Amount** **$3,508.10** **Award Number** **#280.541** **Award Effective Date** **9/17/2010** **Project Period** **8/1/2010 – 6/30/2013**
Project Title/IJ Homeland Security Grant Program Citizen Corps – CERT/VIPS/IJ #8		**CFDA** **97.053** **(OKOHS # 97.053 - 4600)**
Applicable Funds **Homeland Security Grant Program** **FY 2010 (CCP - Local)**	**Region** **6**	**County** **Cleveland**

Method of Payment: **This is a Reimbursement Grant.**	**Is Sub-Grantee NIMS Compliant? (Please Check One)** **YES ☐ NO ☐**
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official City or County Official (Mayor, City Manager, County Commissioner)	**Project Contact/ Secondary Authorized Official (If Applicable)**
Title of Primary Authorized Official City Manager	**Title of Secondary Authorized Official** Emergency Management Coordinator
Name Steve Lewis	**Name** David Grizzle
Telephone 405-321-1600 **Fax**	**Telephone** 405-292-9780 **Fax** 405-292-9785
Email Steve.lewis@normanok.gov	**Email** David.grizzle@normanok.gov
Signature of Primary Authorized Official: **(Required)** Date	Signature of Secondary Authorized Official: **(Required)** Date

The Primary Authorized Official certifies:

- Legal authorization to accept grants on behalf of the named governmental entity.
- Proposed project can be completed by June 30, 2013
- Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-6 each of which is attached hereto.
- All submitted data is true and correct to the best of signatory's knowledge.

Special Conditions

OKOHS Approving Official **Kim Edd Carter** **Director**	**OKOHS Contact Information** Oklahoma Office of Homeland Security P.O. Box 11415 Oklahoma City, OK 73136-0415	
Signature of OKOHS Approving Official	**Telephone** (405) 425-7296	**Fax** (405) 425-7295

KIM EDD CARTER
DIRECTOR

MARY FALLIN
GOVERNOR

STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY

TO:	City of Norman Steve Lewis, City Manager
FROM:	Kim Edd Carter, Director KEC
DATE:	February 28, 2013
RE:	Oklahoma Office of Homeland Security 2010 Homeland Security Grant Program; Citizen Corps – CERT/MRC; # 280.541

Your agency has been selected to receive funding in the amount of $3,508.10, (the "Proposed Award"), pursuant to the Oklahoma Office of Homeland Security ("OKOHS") fiscal year 2010 Homeland Security Grant Program (the "2010 Program"). The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members in emergency preparedness, planning, mitigation, response and recovery.

The FY 2010 Citizen Corps Program (CCP) provides resources for States and local communities to: 1) develop and implement a plan or amend existing plans to achieve and expand citizen preparedness and participation; 2) conduct public education and outreach; 3) ensure clear alerts/warnings and emergency communications with the public; 4) develop training programs for the public, for both all hazards preparedness and volunteer responsibilities; 5) facilitate citizen participation in exercises; 6) implement volunteer programs and activities to support emergency responders; 7) involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes; and 8) conduct evaluations of programs and activities.

We have attached Schedule "C", which has a list of the approved items included in your funding application for this grant that should cost approximately $3,508.10 for the Citizen Corps – CERT and MRC projects. **Any use of Proposed Award funding for items not listed on Schedule "C" must be approved in writing and in advance by OKOHS.**

The 2010 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2010 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS/OKOHS grant programs, the 2010 Program is a reimbursement grant.
The process requires the following actions:

(1) Acceptance of the terms and conditions of the 2010 Program including but not limited to those noted on the attached *Schedule "1"*;
(2) You may purchase approved items listed on Schedule "C" however reimbursement from OKOHS is limited to the amount of the Proposed Award; and

P.O. Box 11415 Oklahoma City, OK 73136-0415 PHONE 405/ 425-7296 FAX 405/ 425-7295 www.homelandsecurity.ok.gov

(3) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at www.homelandsecurity.ok.gov).

Reimbursement checks are generally mailed to sub grantees by OKOHS within 30 days of OKOHS receipt of the signed Reimbursement Request Form and associated invoices. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the Year Program, please so indicate by: (1) affixing the signature of the appropriate chief executive officer (i.e. the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and (2) returning an original fully executed copy of this letter and each document listed on *Schedule "7"* (each of which is included with this award packet) to OKOHS **ON OR BEFORE March 15, 2013** Post Office Box 11415, Oklahoma City, Oklahoma 73136.0415.

Should you have questions or need additional assistance contact Robbie Foster at 405-425-7510 or by e-mail at rfoster@dps.state.ok.us or Christina Neidel at 405-425-7591 or by email at cneidel@dps.state.ok.us.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this ___ day of _____ 2013:

Government/Agency Name: City of Norman

Signature: _____

Printed Name: Steve Lewis

Title: City Manager

City of Norman, OK

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

Master

File Number: SC-1213-8

File ID:	SC-1213-8	**Type:**	Special Claim	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 19	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$1,698.07	**File Created:**	02/26/2013
File Name:	Agenda Item - Claim for Cheon Ong			**Final Action:**	

Title: SPECIAL CLAIM NO. SC-1213-8: SUBMITTED BY CHEONG ONG ON BEHALF OF HIS SON, JOHNSON ONG, IN THE AMOUNT OF $1,698.07 FOR DAMAGES TO HIS VEHICLE DUE TO AN ACCIDENT WITH AN ENGINEERING DIVISION VEHICLE IN THE 1800 BLOCK OF WEST LINDSEY STREET.

Notes: ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-8; and, if approved, direct payment in the amount of $1,698.07 contingent upon obtaining a Release and Covenant Not to Sue from Cheong Ong..

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 19

Attachments: Text File Special Claim, Memo from Clerk Ong, Special Claim Ong, Ong Damage Estimate, Traffic Report Ong

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File SC-1213-8

Body

BACKGROUND: A claim has been filed by Cheong Ong for damages to his vehicle in the amount of $1,698.07 due to an incident which occurred on August 13, 2012 when Mr. Ong's son was driving his vehicle and slowed for traffic, a City of Norman vehicle, driven by an employee of the Engineering Division of Public Works, struck the rear of Mr. Ong's vehicle. The accident occurred in the 1800 block of West Lindsey Street.

DISCUSSION: This incident was investigated by Scott Sturtz, City Engineer. According to his investigation, both drivers were traveling eastbound in the 1800 block of West Lindsey Street. When the Ong vehicle slowed for traffic, the City vehicle struck him from behind because the City driver was unable to stop in time.

As indicated above, there appears to be possible negligence on the part of the City in this matter and, consequently, potential liability on the City. The amount of $1,698.07 claimed by Mr. Ong for repairs to his vehicle appears to be reasonable.

RECOMMENDATION: Based upon the above and foregoing, it is the recommendation of the City Attorney's Office that the claim of Cheong Ong in the amount of $1,698.07, as above set forth, be approved.

office memorandum

DATE: December 17, 2012

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

FROM: Brenda Hall, City Clerk BH

SUBJECT: Claim from Cheong Ong

I am in receipt of a claim from Cheong Ong on behalf of his son, Johnson Ong, in the amount of $1,698.07 for damages to his vehicle due to his claim that on August 13, 2012, his vehicle was struck by a City of Norman vehicle. According to the accident report, Mr. Johnson Ong and Mr. Mark Goodman, Engineering Division, were traveling eastbound in the 1800 block of West Lindsey Street when Mr. Ong slowed for traffic and Mr. Goodman struck his vehicle from behind because he was not able to stop in time.

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.

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

BH:kjc
attachments

CITY OF NORMAN
POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070

NOTICE OF TORT CLAIM

CLAIMANT: Cheong Tai Ong DATE: 8/27/2012

ADDRESS: 2616 S.W. 138th CITY OKC

STATE: OK ZIP: 73170 PHONE: (H) 4056928928 (W) 4056855745

DATE OF INCIDENT: 8/13/2012

LOCATION OF INCIDENT: West Lindsey street

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

An employee name Goodman Mark drive
a City of Norman's car hit my car at the back
Include a copy of police Norman's Report
My son Johnson Ong is the driver

(use additional pages if necessary)

MONETARY STATEMENT: List of expenses claimed for payment:

_____ $ _____ _____ $ _____

_____ $ _____ _____ $ _____

_____ $ _____ _____ $ _____

TOTAL AMOUNT CLAIMED: $ _____

NAME AND ADDRESS OF INSURANCE COMPANY: _____

Hartford Insurance AGENT: Trent

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.

CLAIMANT'S SIGNATURE

FILED IN THE OFFICE OF THE CITY CLERK ON 12-17-12

19-2

Date: 11/21/2012 03:13 PM
Estimate ID: 246
Estimate Version: 0
Preliminary
Profile ID: Mitchell

D-MARC BODY SHOP

2400 S AGNEW AVE, OKLAHOMA CITY, OK 73108
(405) 632-3115
Fax: (405) 602-5044
Tax ID: 73-1592777

Damage Assessed By: MARCO O

Deductible: UNKNOWN

Insured: ONG JOHNSON

Mitchell Service: 911315

Description: 2011 Toyota Camry
Body Style: 4D Sed
Drive Train: 2.5L Inj 4 Cyl 6A FWD
VIN: 4T4BF3EK6BR153076
OEM/ALT: O
Search Code: None
Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOW, MANUAL AIR CONDITION CRUISE CONTROL, TILT STEERING COLUMN, TELESCOPIC STEERING COLUMN ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, AUXILIARY INPUT FRONT AIR DAM, TINTED GLASS, VARIABLE ASSISTED STEERING, SIDE AIRBAGS ANTI-THEFT SYSTEM, AUTOMATIC HEADLIGHTS, SIDE HEAD CURTAIN AIRBAGS DAYTIME RUNNING LIGHTS, AM/FM STEREO CD/MP3 PLAYER, ELECTRONIC STABILITY CONTROL FRONT BUCKET SEATS, INTERIOR AIR FILTER, KEYLESS ENTRY SYSTEM, POWER DISC BRAKES REAR WINDOW DIVERSITY ANTENNA, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	101425	BDY	REPAIR	R Quarter Outer Panel	Existing		0.0* #
2	AUTO	REF	REFINISH	R Quarter Panel Outside		C	2.2
3	102658	BDY	REPAIR	Luggage Lid Panel	Existing		0.0*
4	AUTO	REF	REFINISH	Luggage Lid Outside		C	1.8
5	101547	BDY	REMOVE/REPLACE	R Luggage Lid Hinge Arm	64510-06030	74.39	0.3 #
6	AUTO	BDY	REMOVE/INSTALL	Luggage Lid Assy			0.6
7	AUTO	REF	REFINISH	R Hinge		C	0.5
8	101548	BDY	REMOVE/REPLACE	L Luggage Lid Hinge Arm	64510-06030	74.39	0.3 #
9	AUTO	REF	REFINISH	L Hinge		C	0.5
10	101677	BDY	REMOVE/INSTALL	R Rear Combination Lamp			0.3 #
11	101661	BDY	REMOVE/INSTALL	R Rear Combination Lamp			0.3 #
12	101662	BDY	REMOVE/INSTALL	L Rear Combination Lamp			0.3 #
13	AUTO	BDY	OVERHAUL	Rear Bumper Assy			1.8
14	100013	BDY	REMOVE/REPLACE	Rear Bumper Cover	52159-06950	296.40	INC
15	AUTO	REF	REFINISH	Rear Bumper Cover		C	2.5
16	100100	BDY	REMOVE/REPLACE	Rear Bumper Impact Absorber	52615-06040	99.41	INC #
17	AUTO	BDY	REMOVE/INSTALL	Rear Bumper Cover			INC
18	100102	BDY	REMOVE/REPLACE	Rear Bumper Reinforcement Bar (HSS)	52171-06050	279.24	0.5 #
19	936008		ADD'L COST	Paint/Materials		170.00 *	
20	AUTO	REF	ADD'L OPR	Clear Coat			1.9

ESTIMATE RECALL NUMBER: 11/21/2012 15:13:32 246
Mitchell Data Version: JAN_12_V
Software Version: 7.0.438

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Date: 11/21/2012 03:13 PM
Estimate ID: 246
Estimate Version: 0
Preliminary
Profile ID: Mitchell

* - Judgment Item
# - Labor Note Applies
C - Included in Clear Coat Calc

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	4.4	45.00	0.00	0.00	198.00	T
Refinish	9.4	45.00	0.00	0.00	423.00	T
Taxable Labor					621.00	
Labor Summary	13.8				621.00	

II. Part Replacement Summary			Amount
Taxable Parts			823.83
Sales Tax	@	8.375%	69.00
Total Replacement Parts Amount			892.83

III. Additional Costs			Amount
Taxable Costs			170.00
Sales Tax	@	8.375%	14.24
Total Additional Costs			184.24

IV. Adjustments	Amount
Customer Responsibility	0.00

I.	Total Labor:	621.00
II.	Total Replacement Parts:	892.83
III.	Total Additional Costs:	184.24
	Gross Total:	1,698.07
IV.	Total Adjustments:	0.00
	Net Total:	1,698.07

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

ESTIMATE RECALL NUMBER: 11/21/2012 15:13:32 246
Mitchell Data Version: JAN_12_V
Software Version: 7.0.438

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[DO NOT WRITE IN THIS SPACE]

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

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

COMPLETE

(1) Reporting Agency: NORMAN POLICE DEPARTMENT
Case Number (Agency Use): 2012-11124
Motor Vehicles Involved: 02 Number Injured: 00 Number Killed: 00

(2) Date of Collision (mm/dd/yyyy): 08132012 Time: 1321 County Number and Name: 14 CLEVELAND
Nearest City or Town Number and Name: In [X] Near [ ] 20 NORMAN

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

(4) Street, Road or Highway: WEST LINDSEY STREET
At [ ] Distance from: 0275 Mi. [ ] Ft. [X] N [ ] S [ ] E [X] W [ ] of (Nearest) Intersecting Street, Road or Highway: CROWN POINT AVENUE

(5) Unit: 01 Occupants: 01 Type: D Hit & Run [ ] CMV [ ]
Last Name: GOODMAN First: MARK Middle: ALAN Suffix: Date of Birth (mm/dd/yyyy): 02201962 Sex: M
(6) Address: 1314 SW 95TH City: OKLAHOMA CITY State: OK Zip: 73159 Telephone (Use Area Code): 4054204860
(7) Driver License Number: B080762776 State: OK Class: D Endorsement(s): Restriction(s): Inj. Sev.: 1 Type of Injury: 0 Drv./Ped. Cond.: 01 OP Use: 04
(8) Air Bag: 1 Ejected: 1 Extricated: 1 Test: 5 (% BAC): 0. Transported by: To Medical Facility: License Plate Number: CI10609 State: OK Month: 12 Year: 2012
(9) VIN: 1GCCS149798149770 Vehicle Year: 2009 Color: WHI 2nd Color: 0 Make: CHEV Model: COLO Veh. Conf.: 04 Extent of Damage: 2
(10) Insurance Verification: 4 Insurance Company Name: SELF-INSURED CITY OF NORMAN Policy Number: Insurance Telephone (Use Area Code):
(11) Vehicle Removed by: Driver [X] Same as Driver [ ] Owner's Last Name: CITY OF NORMAN First: Middle: Suffix:
(12) Owner's Address: 1301 DA VINCI City: NORMAN State: OK Zip: 73069 Oversized Load: 0 Towed Veh. Type: 00 Rolled [ ] Burned [ ] Phone present [X] Phone in use [ ]
(13) Citation Number: Statute/Ordinance Number: Citation Number: Statute/Ordinance Number:

(14) Unit: 02 Occupants: 01 Type: D Hit & Run [ ] CMV [ ]
Last Name: ONG First: JOHNSON Middle: Suffix: Date of Birth (mm/dd/yyyy): 08231994 Sex: M
(15) Address: 2616 SW 138TH ST City: OKLAHOMA CITY State: OK Zip: 73170 Telephone (Use Area Code): 4057781803
(16) Driver License Number: L083313522 State: OK Class: D Endorsement(s): Restriction(s): 1G Inj. Sev.: 1 Type of Injury: 0 Drv./Ped. Cond.: 01 OP Use: 04
(17) Air Bag: 1 Ejected: 1 Extricated: 1 Test: 5 (% BAC): 0. Transported by: To Medical Facility: License Plate Number: UD2025357 State: OK Month: 08 Year: 2012
(18) VIN: 4T4BF3EK6BR153076 Vehicle Year: 2011 Color: BLK 2nd Color: 0 Make: TOYT Model: CAMR Veh. Conf.: 02 Extent of Damage: 2
(19) Insurance Verification: 2 Insurance Company Name: HARTFORD Policy Number: 38PH632461383394 Insurance Telephone (Use Area Code): 8002360398
(20) Vehicle Removed by: Driver [X] Same as Driver [X] Owner's Last Name: First: Middle: Suffix:
(21) Owner's Address: City: State: Zip: Oversized Load: 0 Towed Veh. Type: 00 Rolled [ ] Burned [ ] Phone present [X] Phone in use [ ]
(22) Citation Number: Statute/Ordinance Number: Citation Number: Statute/Ordinance Number:

(23) Investigating Officer: J.HARD Badge Number: 1011 Trp/Div. Assigned: 1 Trp/Div. Location: Reviewer (Init.): Reviewer Badge Number: 8912 Date of Report (mm/dd/yyyy): 08132012

Unit Type	Injury Severity	Type of Injury	Driver/Pedestrian Condition	Occupant Protection (OP) in Use
D Driver P Pedestrian X Pedestrian Conveyance B Bicyclist Z Other Cyclist C Parked Car A Animal T Train	0 N/A 1 No Injury 2 Possible 3 Non-incapacitating 4 Incapacitating 5 Fatal 9 Unknown	0 N/A 1 Head 2 Trunk - External 3 Trunk - Internal 4 Arms 5 Legs 9 Unknown	00 Not Applicable 01 Apparently Normal 02 Drinking - Ability Impaired 03 Odor of Alcohol Beverage 04 Illegal Drugs 05 Under the Influence of Medications 06 Very Tired 07 Sleepy 08 Ill (Sick) 09 Dizzy/Faint 10 Emotional 11 Other 99 Unknown	00 Not Applicable 01 None Used 02 Lap Belt Only 03 Shoulder Belt Only 04 Shoulder and Lap Belt 05 Child Restraint Type Unknown 06 Restraint Used - Type Unknown 07 Helmet 08 Child Restraint - Forward Facing 09 Child Restraint - Rear Facing 10 Booster Seat 11 Other 99 Unknown

Air Bag Deployed	Ejected	Extricated	Chemical Test	Extent of Damage	Insurance Verification	Oversized Load	Towed Vehicle Type
0 Not Applicable 1 Not Deployed 2 Deployed - Front 3 Deployed - Side 4 Deployed - Other (knee, air belt, etc.) 5 Deployed - Combination 9 Deployment Unknown	0 Not Applicable 1 Not Ejected 2 Ejected, Partially 3 Ejected, Totally 9 Unknown	0 N/A 1 No 2 Yes	0 N/A 1 Blood 2 Breath 3 Blood/Breath 4 Test Refused 5 None Given 6 Other	0 N/A 1 None 2 Minor 3 Functional 4 Disabling 9 Unknown	0 N/A 1 No 2 Owner 3 Operator 4 Exempt	0 N/A N Not Permitted P Permitted	00 N/A 01 Boat Trailer 02 House Trailer 03 Farm Trailer 04 Horse Trailer 05 Another Vehicle 06 Utility Trailer 07 Homemade Trailer 08 Box Trailer 09 Stock Trailer 10 Camping Trailer 11 Combination 12 Other 99 Unknown

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

DPS: 0192-01 REV 0107

11124 - 2012

UX1206

E 05 27

Case Number 2012-11124

(24) Unit | Injured ☐ Witness ☐ | Passenger ☐ Prop. Owner ☐ | Pos in Veh. | Last Name | First | Middle | Suffix | DOB(mm/dd/yyyy) | Sex

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

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

(27) Unit | Injured ☐ Witness ☐ | Passenger ☐ Prop. Owner ☐ | Pos in Veh. | Last Name | First | Middle | Suffix | DOB (mm/dd/yyyy) | Sex

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

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

(30) Unit | Injured ☐ Witness ☐ | Passenger ☐ Prop. Owner ☐ | Pos in Veh. | Last Name | First | Middle | Suffix | DOB (mm/dd/yyyy) | Sex

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

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

(33) Unit | Injured ☐ Witness ☐ | Passenger ☐ Prop. Owner ☐ | Pos In Veh. | Last Name | First | Middle | Suffix | DOB(mm/dd/yyyy) | Sex

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

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

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

(36) Unit | Carrier Name | Address

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

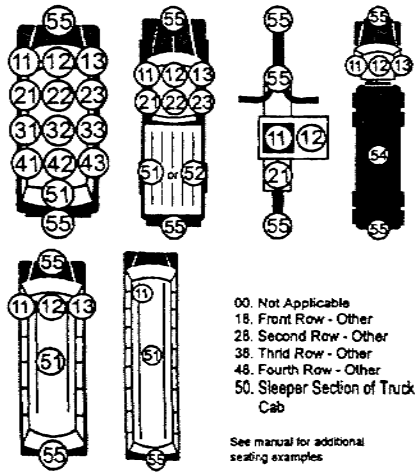
(38) U.S. DOT Number | NASI Report Number OK | Placard Number | Haz. Mat. Class | Haz. Mat. Involved Yes ☐ No ☐ | Haz. Mat. Release Yes ☐ No ☐

(39) Unit | Carrier Name | Address

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

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

Position in Vehicle



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

See manual for additional seating examples

Vehicle Configuration

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

Cargo Body Type

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

Case Number 2012-11124

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

	Unit	Total Lanes in Roadway	Legal Speed	Pedestrian / Pedalcyclist Only: Actions Prior to Collision	Location at Time of Collision	Safety Equip.	Unit Number of Vehicle Striking
This unit will correspond to 'Unit 1'	01	02	30				
This unit will correspond to 'Unit 2'	02	02	30				

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

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

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

Workers Present Yes ☐ No ☐ Unknown ☐

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

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

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

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

Incident Type 00
00 Not an Incident
51 Private Property
52 Deliberate Intent
53 Medical Condition
54 Legal Intervention
55 Suicide
57 Drowning
58 Other

Location of First Harmful Event 01
01 On Roadway
02 Shoulder
03 Median
04 Roadside
05 Gore
06 Separator
07 Parking Lane/Zone
08 Off Roadway, Location Unknown
09 Outside Right-of Way
10 Other
99 Unknown

What Vehicle Was Going to Do Unit 1: 01 Unit 2: 06
00 Not Applicable
01 Go Ahead
02 Turn Left
03 Turn Right
04 Make "U" Turn
05 Stop
06 Slow for Cause
07 Start from Park/Stop
08 Change Lanes
09 Overtake
10 Pass
11 Back
12 Remain Stopped
13 Remain Parked
14 Enter/Merge in Traffic
15 Negotiate a Curve
16 Park
17 Other
99 Unknown

What Vehicle Did Unit 1: 01 Unit 2: 06
00 Not Applicable
01 Went Ahead
02 Turned Left
03 Turned Right
04 Entered "U" Turn
05 Stopped
06 Slowed
07 Started From Park/Stop
08 Entered Other Lane
09 Overtaking
10 Passing
11 Backed
12 Remained Stopped
13 Remained Parked
14 Entered/Merged
15 Departed Rdwy-Right
16 Departed Rdwy-Left
17 Swerved Right
18 Swerved Left
19 Parked
20 Other
99 Unknown

Visibility Obscured by Unit 1: 00 Unit 2: 00
00 Not Applicable
01 Trees
02 Embankment
03 Building
04 Signs
05 Parked Vehicles
06 High Weeds
07 Fences
08 Shrubbery
09 Ice, Snow or Frost on Windows
10 Smoke
11 Fog
12 Dust
13 Rain
14 Sun
15 Other
99 Unknown

Driver Distracted by Unit 1: 4 Unit 2: 0
0 Not Applicable/None
1 Electronic Communication Devices
2 Other Electronic Device
3 Other Inside Vehicle
4 Other Outside Vehicle
9 Unknown

Underride/ Override Unit 1: ☐ Unit 2: ☐
0 Not Applicable
1 No Underride or Override
2 Underride, Compartment Intrusion
3 Underride, No Compartment Intrusion
4 Underride, Compartment Intrusion Unknown
5 Override, Motor Vehicle in Transport
6 Override, Other Motor Vehicle
9 Unknown

Traffic Control Unit 1: 00 Unit 2: 00
00 No Control
01 Stop Sign
02 Traffic Signal
03 Flashing Traffic Signal
04 School Zone Signs
05 Yield Sign
06 Warning Sign
07 Railroad Advance Warning Sign
08 Railroad Cross Bucks
09 Railroad Gates
10 Railroad Signal
11 No Passing Zone
12 Person (including flagger, law enforcement, crossing guard, etc.)
13 Abnormal Control
14 Other
99 Unknown

Road Surface Conditions Unit 1: 01 Unit 2: 01
01 Dry
02 Wet
03 Ice/Frost
04 Snow
05 Mud, Dirt, Gravel
06 Slush
07 Water (standing, moving)
08 Sand
09 Oil
10 Other
99 Unknown

Road Character

Grade Unit 1: 1 Unit 2: 1
1 Level
2 Hillcrest
3 Uphill
4 Downhill
5 Sag (bottom)

Road Alignment Unit 1: 1 Unit 2: 1
1 Straight
2 Curve - Left
3 Curve - Right

Road Surface Type Unit 1: 2 Unit 2: 2
1 Concrete
2 Asphalt
3 Gravel
4 Dirt
5 Brick
6 Other
9 Unknown

Trafficway Unit 1: 3 Unit 2: 3
0 Not Applicable
1 One Way
2 Two-Way - Not Divided
3 Two-Way - Divided
4 Two-Way - Divided - Positive Median Barrier
5 Turn Lane
6 Ramp / Loop
7 Driveway
8 Alley / Parking Lot
9 Unknown

Vehicle Removal Unit 1: 4 Unit 2: 4
0 Not Applicable
1 Towed Due to Vehicle Damage
2 Towed For Reasons Other Than Damage
3 Remained at Scene
4 Driven from Scene
9 Unknown

Vehicle Condition Unit 1: 01 Unit 2: 01
00 Not Applicable
01 Apparently Normal
02 Brakes
03 Headlights
04 Steering
05 Tail Lights
06 Brake Lights
07 Tires/Wheels
08 Suspension
09 Signal lights
10 Windows
11 Truck Coupling/Trailer Hitch/Safety Chains
12 Mirrors
13 Wipers
14 Power Train
15 Other
99 Unknown

Special Function of Vehicle Unit 1: 00 Unit 2: 00
00 Not Applicable
01 School Bus
02 Transit Bus
03 Intercity Bus
04 Charter Bus
05 Other Bus
06 Military
07 OHP
08 Other Police
09 Other Law Enforcement
10 Ambulance
11 Fire Truck
12 Public Owned Vehicle
13 Highway Equipment
14 Special Mobilized Machine
15 Other
99 Unknown

Emergency Vehicle Responding to an Emergency Unit 1: 0 Unit 2: 0
0 N/A
1 Yes
2 No
9 Unknown

Unsafe / Unlawful Contributing Factors Unit 1: 14 Unit 2: 98

FAILED TO YIELD
01 From Stop Sign
02 From Yield Sign
03 Private Drive
04 County Road at Through Highway
05 From Signal Light
06 From Alley
07 To Pedestrian
08 To Vehicle on Right
09 To Vehicle in Intersection
10 To Emergency Vehicles
12 Other

FOLLOWED TOO CLOSELY
13 Human Element
14 Traffic Condition
15 Weather Condition

UNSAFE SPEED
16 Driver's Ability (Aged)
17 Inexperienced Driver - Young
18 Exceeding Legal Limit
19 For Traffic Conditions
20 For Type of Roadway (Gravel, Dirt, etc.)
21 For Ice or Snow on Roadway
22 Rain or Wet Roadway
23 Wind
24 Other Weather Conditions
25 Vehicle Condition
26 View Obstruction
27 On Curve/Turn
28 Impeding Traffic
29 Other

IMPROPER TURN
30 From Wrong Lane
31 From Direct Course
32 Right
33 Left
34 Turn About/U-Turn
35 To Enter Private Drive
36 In Front of Oncoming Traffic
37 Other
38 CHANGED LANES UNSAFELY
39 STOPPED IN TRAFFIC LANE

FAILED TO STOP
40 For Stop Sign
41 For Traffic Signal
42 For School Bus
43 For Railroad Gates/ Signal
44 For Officer/Flagman
45 At Sidewalk/Stopline
46 Other

UNSAFE VEHICLE
47 Brakes
48 Steering
49 Tires
50 Suspension
51 Headlights
52 Tail Lights
53 Stop Lights
54 Wheel
55 Exhaust System
56 Windshield Wipers
57 Other Mechanical Defects

LEFT OF CENTER
58 In Meeting
59 No Passing Zone (Unmarked)
60 Marked Zone
61 Other

IMPROPER OVERTAKING
62 In Marked Zone
63 On Hill/Curve
64 At Intersection
65 Without Sufficient Clearance
66 Other

IMPROPER PARKING
67 On Roadway
68 Where Prohibited
69 Other

INATTENTION
70 Distracted by Passenger in Vehicle
71 Other Distraction Inside Vehicle
72 Distraction From Outside Vehicle
73 Other

WRONG WAY
74 On One Way
75 On Exit Ramp
76 On Entrance Ramp
77 Other

IMPROPER START FROM
78 Parked Position
79 Other
80 ALCOHOL-DUI/DWI
81 DRUG-DUI

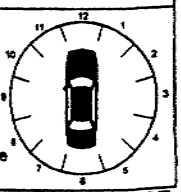
OTHER IMPROPER ACT/ MOVEMENT
82 Failed to Signal
83 Disregarded Warning Signal
84 Improper Use of Lane
85 Improper Backing
86 Apparently Sleepy
87 Failed to Secure Load
88 Other/Unknown

UNKN./NO IMPROPER ACT
89 Deer in Roadway
90 Animal in Roadway
91 Domestic Animal in Rdwy
92 Avoiding Other Vehicle
93 Avoiding Pedestrian
94 Object/Debris in Roadway
95 Defect in Roadway
96 Abnormal Traffic Control
97 Improper Bicyclist Action
98 NO IMPROPER ACTION BY DRIVER
99 PEDESTRIAN ACTION

Point of First Contact on Vehicle Unit 1: 12 Unit 2: 06

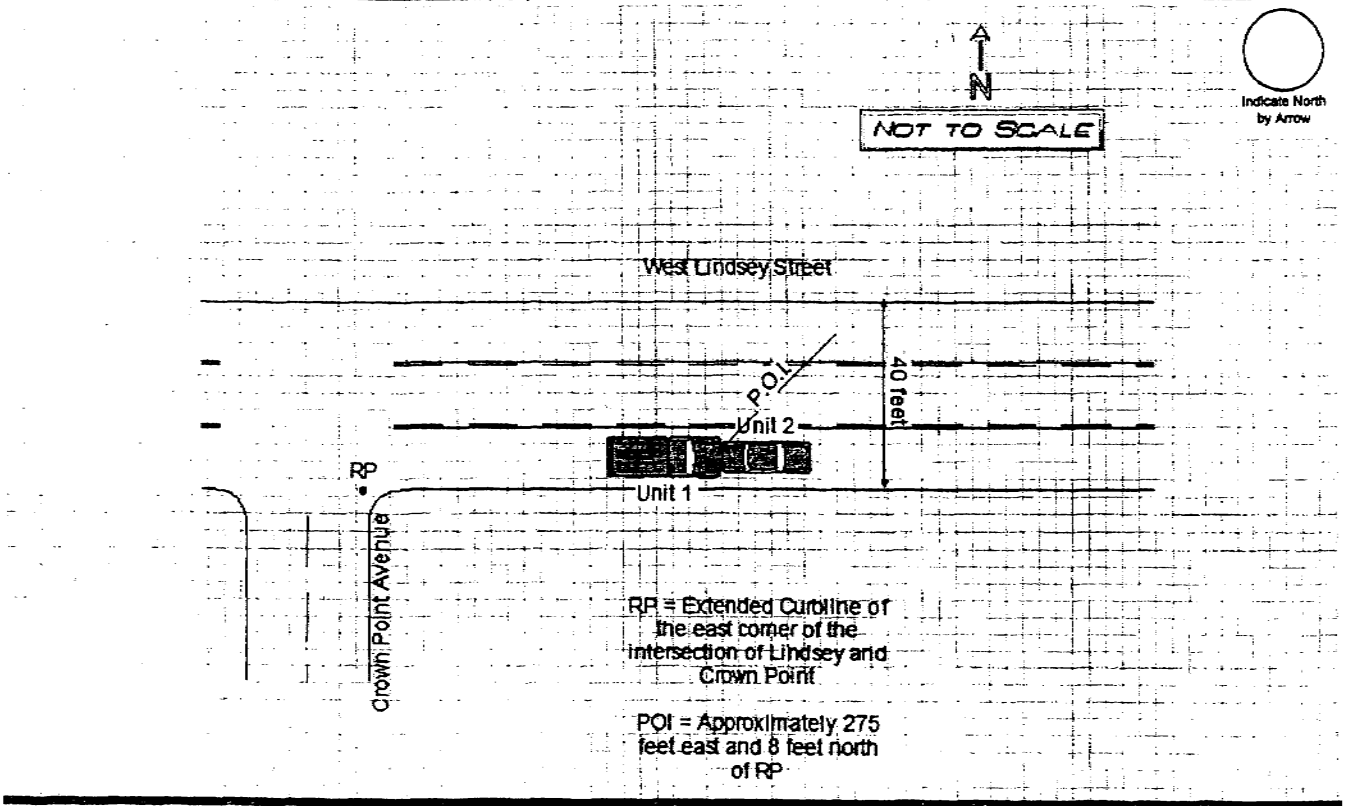
Most Damaged Area Unit 1: 12 Unit 2: 06

00 Not Applicable
13 Top
14 Undercarriage
99 Unknown



Case Number 2012-11124

Latitude | Longitude N W | Railroad Crossing Number | Roadway Orientation: Unit Number 01 N E S W E | Unit Number 02 N E S W E



COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	34	00	00	00	34	34
02	34	00	00	00	34	

00 Not Applicable
10 Overturn/Rollover
11 Fire/Explosion
12 Immersion
13 Jackknife
14 Cargo/Equipment Loss or Shift
15 Equipment Failure (Blown Tire, Brake Failure, etc.)
16 Separation of Units
17 Departed Road Right
18 Departed Road Left
19 Cross Median/Centerline
20 Downhill Runaway
21 Fell/Jumped From Motor Vehicle
22 Thrown Or Falling Object
23 Other Non-Collision

PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:
30 Pedestrian
31 Pedal Cycle
32 Railway Vehicle (train, engine)
33 Animal
34 Motor Vehicle in Transport
35 Parked Motor Vehicle
36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle
37 Work Zone/Maintenance Equipment
38 Other Non-Fixed Object

FIXED OBJECT:
40 Barrier (Cable)
41 Barrier (Concrete)
42 Barrier (Other)
43 Fence Pole
44 Fence
45 Traffic Signal Support
46 Traffic Sign Support
47 Utility Pole/Light Support
48 Other Post/Pole/Support
49 Guardrail/Guardrail Face
50 Guardrail End
51 Culvert
52 Curb
53 Island
54 Sand Barrels
55 Impact Attenuator/ Crash Cushion
56 Pavement Drop-Off
57 Ditch
58 Embankment
59 Tree (Standing)
60 Dividing Strip
61 Retaining Wall
62 Bridge Abutment
63 Bridge Pier or Support
64 Bridge Rail
65 Bridge Post
66 Bridge Curb
67 Bridge Super Structure (Beams)
68 Bridge Overhead Structure
69 Delineator
70 Mailbox
71 Other Fixed Object
72 Other Highway Structure
73 Ground
99 Unknown

Remarks

BOTH UNITS WERE EASTBOUND IN THE 1800 BLOCK OF WEST LINDSEY. UNIT 1 WAS BEHIND UNIT 2. UNIT 1 STATED HE LOOKED OUT THE WINDOW FOR A SHORT WHILE AND WHEN HE LOOKED FORWARD AGAIN, HE SAW UNIT 2 HAD SLOWED FOR TRAFFIC. UNIT 1 WAS NOT ABLE TO STOP IN TIME AND STRUCK UNIT 2 BACK END WITH UNIT 1'S FRONT END.

UNIT 2 BORE A TEMPORARY TAG DATED 23 JULY 2012 - TEMPORARY TAG UD2025-000357.

UNIT 1 WAS A CITY OF NORMAN-OWNED VEHICLE.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.

DPS: 0192-04 REV 0107

City of Norman, OK

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

Master

File Number: K-0809-45 Amd #3

File ID:	K-0809-45 Amd #3	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 20	**In Control:**	City Council
Department:	Police Department	**Cost:**		**File Created:**	02/28/2013
File Name:	Amd #3 K-0809-45 Nextel West			**Final Action:**	

Title: AMENDMENT NO. THREE TO CONTRACT NO. K-0809-45: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEXTEL WEST CORPORATION TO REPLACE FAILED EQUIPMENT AS PART OF THE FREQUENCY CONFIGURATION AGREEMENT FOR THE 800 MEGAHERTZ (MHZ) COMMUNICATION SYSTEM AT NO COST TO THE CITY OF NORMAN.

Notes: ACTION NEEDED: Motion to approve or reject Amendment No. Three to Contract No. K-0809-45 with Nextel West Corporation; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 20

Attachments: Text File Nextel Item, K-0809-45 Amd #3
Contract.pdf

Project Manager: Lance Terry Communications Center Supervisor

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-0809-45 Amd #3

Body

BACKGROUND: Nextel West Corporation is under order from the Federal Communications Commission (FCC) to stop interference within the 800 MHz radio band. This process is being funded entirely by Nextel West Corporation. Contract No. K-0809-45 was approved by City Council on December 23, 2008, and was executed by Nextel West Corporation on January 21, 2009. Since execution of the contract, City staff and contractors deployed various radios to both internal City users and external users that operate under our FCC license(s). Amendment No. One (1) to the contract was approved by City Council on August 25, 2009, which added 25 additional replacement radios along with labor and materials. On September 13, 2011, City Council approved Amendment No. Two (2) which added 151 additional replacement radios, the tuning of a mutual aid repeater and additional labor and materials.

DESCRIPTION: During the re-banding process, the mutual aid repeater could not be retuned as outlined in the initial contract. Nextel West Corporation is obligated by the FCC to ensure that all necessary equipment is retuned as ordered. The FCC order is to replace any and all equipment that cannot be re-tuned. The replacement of equipment must be like in operation and functionality and cannot include any feature which can

be interpreted as an "upgrade". Nextel West Corporation and the City have negotiated the replacement of the mutual aid repeater with like equipment listed in Amendment No. Three (3) . This replacement has a value of $1500 not including installation and miscellaneous hardware at no cost to the City of Norman.

RECOMMENDATION: Staff recommends approval of Amendment No. Three (3) to contract K-0809-45.

Contract Number 0809-45

THIRD AMENDMENT TO FREQUENCY RECONFIGURATION AGREEMENT

THIS THIRD AMENDMENT (the "Third Amendment") amends and revises that certain Frequency Reconfiguration Agreement (the "Agreement"), executed on January 21, 2009 and amended on September 9, 2009, and September 16, 2011, by and between the **City of Norman**, an Oklahoma municipality ("Incumbent"), and **Nextel West Corp.** ("Nextel"), a wholly-owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation. Incumbent and Nextel may be referred to individually as "Party," or collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend Schedule C and Schedule D of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, through this Third Amendment, hereby agree to amend and revise the Agreement as follows:

Schedule C to the Agreement is revised and replaced in its entirety with the attached revised Schedule C.

Schedule D to the Agreement is revised and replaced in its entirety with the attached revised Schedule D.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in the First or Second or Third Amendment, this Third Amendment shall control.

Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of Incumbent or Nextel.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Third Amendment as of this _____ day of _____, 2013.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

Contract Number 0809-45

INCUMBENT:
City of Norman

Approved as to form and legality this ____ day of_____, 2013.

_____
Jeff Bryant, City Attorney

Approved by the City of Norman this _____ day _____, 2013

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

NEXTEL:
Nextel West Corp.

By: _____

Name: WILLIAM M JENKINS

Title: AUTHORIZED SIGNATORY

Contract Number 0809-45

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: NORMAN, CITY OF, OK PH II

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Sprint Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Sprint Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Sprint Nextel will pay Incumbent $40,081.61 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Sprint Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Sprint Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Sprint Nextel will pay each Vendor within 30 days after receipt by Sprint Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1. System Description: The City of Norman operates an 800 MHz trunked Smartnet radio system. This system is a 14 channel 2-site simulcast system which is integrated into the State of Oklahomas Smartzone network. Of the 14 current channels, 4 are NPSPAC voice only and will need to be reconfigured to the new NPSPAC band. The system is used jointly by the State of Oklahoma, City of Tulsa, City of Moore, City of Lawton, Cleveland County and other agencies.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	14	4
- Voice channels	14	4
- Home/Control channels	4	0
Repeater sites	2	2
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	34	34
Subscriber units reprogrammed	742	742
Subscriber units replaced	604	604
Subscriber units rebanded total	1380	1380
Entities operating on the system	6	6

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start	TBD		
Reconfiguration Planning		0	5
Reconfigure Subscriber Equipment (1st)		10	150
Reconfigure Infrastructure Equipment		165	30
Reconfigure Subscriber Equipment (2nd)		175	150
System Acceptance		325	10

3. Implementation Plan: The attached Implementation Plan and associated deliverables describe the reconfiguration implementation plan resulting from funds expended under the Planning Funding Agreement dated February 5, 2007, amended on April 30, 2007 and on September 26, 2007.

4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
I. Subscriber Equipment Reconfiguration • Removals of existing Motorola 800 MHz mobile radios from City of Norman Public Works vehicles. Work effort to consist of removing the radio, power cables/leads, mounting brackets, mobile antennas & line kits. (268hrs @ $80.00 /hr = $21,440.00) • Installation of new 800 MHz dash mount mobile radios for under dash or overhead console installations. Work effort will consist of the installation of new power cables/leads, new microphones, new mounting brackets, new mobile antennas and line kits. (268hrs @ $150.00 /hr = $40,200.00)	(Vendor) Total Radio	$61,640.00
• Technician - Subscriber Inv Evaluation/Deployment (67hrs @ $41.78 /hr = $2,799.26) • Technician - Deploy new portables (24hrs @ $41.78 /hr = $1,002.72) • Expenses for mobile installs (1 @ $16,000.00 /unit = $16,000.00) • Technician - Inventory control new/old equip (122hrs @ $41.78 /hr = $5,097.16) • Warehouse rental space (1 @ $5,000.00 /unit = $5,000.00) • Technician - Create Subscriber Programming Files (140hrs @ $41.78 /hr = $5,849.20) • Program new subscriber equip (196hrs @ $41.78 /hr = $8,188.88) • Technician - Training specialist (80hrs @ $41.78 /hr = $3,342.40) • Manager - Training specialist (80hrs @ $43.48 /hr = $3,478.40)	(Incumbent) Norman	$51,258.02

• Motorola training software (1 @ $500.00 /unit = $500.00)		
• Engineer - Subscriber Inv Evaluation/Deployment (48hrs @ $90.00 /hr = $4,320.00) • Technician - Inventory control new/old equip (61hrs @ $90.00 /hr = $5,490.00) • Technician - Create Subscriber Programming Files (120hrs @ $90.00 /hr = $10,800.00) • Technician - Re-program existing subscriber equip (765hrs @ $90.00 /hr = $68,850.00) • Technician - Program new subscriber equip (170hrs @ $75.00 /hr = $12,750.00) • Technician - Set up Control Stations (80hrs @ $90.00 /hr = $7,200.00) • Technician - Remove old freqs (1209hrs @ $45.00 /hr = $54,405.00) • Scanners (1 @ $6,000.00 /unit = $6,000.00)	(Vendor) Stolz Telecom	$169,815.00
II. Infrastructure Equipment Reconfiguration **a. Infrastructure Equipment Reconfiguration Services** • Service assistance for code plugs installation and testing (1 @ $960.00 /unit = $960.00)	(Vendor) Total Radio	$960.00
• Technician - Infrastructure inventory evaluation (5hrs @ $41.78 /hr = $208.90) • Technician - Migration methodology (5hrs @ $41.78 /hr = $208.90) • Technician - Proof of concept engineer (5hrs @ $41.78 /hr = $208.90) • Technician - Develop solution (5hrs @ $41.78 /hr = $208.90) • Technician - Observe ATP test (30hrs @ $41.78 /hr = $1,253.40) • Technician - Coverage acceptance (8hrs @ $41.78 /hr = $334.24)	(Incumbent) Norman	$2,423.24
• Engineer - Infrastructure inventory evaluation (36hrs @ $90.00 /hr = $3,240.00) • Engineer - Migration methodology (32hrs @ $90.00 /hr = $2,880.00) • Engineer - Proof of concept engineer (18hrs @ $90.00 /hr = $1,620.00) • Engineer - Develop solution (60hrs @ $90.00 /hr = $5,400.00) • Engineer - Antennas and associated Feedline (1 @ $29,940.00 /unit = $29,940.00) • Engineer - Reconfigure Prime Site (1 @ $8,640.00 /unit = $8,640.00) • Engineer - Reconfigure Sarkey and Interop Sites (1 @ $19,440.00 /unit = $19,440.00) • Engineer - Reconfigure East Site (1 @ $4,320.00 /unit = $4,320.00)	(Vendor) Stolz Telecom	$96,860.00

• Engineer - Create equip ATP plan (6hrs @ $90.00 /hr = $540.00) • Engineer - Coverage ATP plan (36hrs @ $90.00 /hr = $3,240.00) • Cash for purchase and installation of the upgrade to the Site Lens as outlined in the Motorola SAIR. (1 @ $17,600.00 /unit = $17,600.00)		
b. Infrastructure Equipment Reconfiguration Equipment/Software: • Host or Stand Alone Control Channel CORE - Model No:GW3-H-CORE (1 @ $8,400.00 /Each) • Activity by Talkgroup with Emergencies â€" LIMIT 9 TGs. - Model No:GW3-Grp-LIMIT9 (1 @ $1,800.00 /Each) • System Activity Summary - Model No:GW3-SysSum (1 @ $950.00 /Each) • Affiliation / Deaffiliation Display - Model No:GW3-AFF (1 @ $1,000.00 /Each) • Archiving Limit - Model No:GW3-ARCH-LIMIT2 (1 @ $2,000.00 /Each) • SQL for Workgroups - Model No: GW3-SQL-WGP (1 @ $1,300.00 /Each) • Reports LIMITED - Model No:GW3-CoreRpt-LIMIT3 (1 @ $1,200.00 /Each) • Channel Status Display - Model No:GW3-CHAN (1 @ $2,500.00 /Each) • SWII output replacement - Model No:GW3-GSP-SWII (1 @ $900.00 /Each) • Trigger Monitor - Model No:GW3-TRIG (1 @ $1,700.00 /Each) • GenWatch3 Host ENTRY level Computer - Model No:GW3-HW-CPU2 (1 @ $5,850.00 /Each) • INSTALLATION - Genesis Integration of Software on to PC and Configuration - Model No: GW3-INST (1 @ $1,000.00 /Each) • TRAINING - 1 day travel + 2.5 days installation, training, observation, .5 days travel home, 3 nights stay, mileage(240*2+30), day rate - Model No:GW3-TRAIN (1 @ $5,517.00 /Each) • SHIPPING - Pre-ship of HW to City of Norman - Model No:GW3-SHIP (1 @ $130.00 /Each) • SUPPORT - One YearÂ of Total Support @ 9.5% of Software -1 year. - Model No: GW3-MTSÂ (1 @ $2,066.00 /Each) • Motorola OSW License Fee (5% of Software, minus RCM modules) - Model No:GW3-MOTOSWL (1 @ $1,088.00 /Each)	(Vendor) Genesis	$37,401.00

• CPS for ASTRO 25 Portable Radio - Model No:RVN4185AA (1 @ $265.00 /Each) • CPS for ASTRO 25 Mobile Radio - Model No:RVN4181AA (1 @ $265.00 /Each) • CPS for MTS2000 - Model No:RVN4176U (1 @ $279.00 /Each) • CPS for MCS2000 Mobile - Model No: RVN4175V (1 @ $263.00 /Each) • CPS for ASTRO SPECTRA - Model No:RVN4183V (1 @ $276.00 /Each) • Programming cables for Quantar (2 @ $59.06 /Each) • RSS for QUANTAR/QUANTRO Base Station (1 @ $280.00 /Each) • Programming cables and software for MTC3600 (1 @ $1,000.00 /Each) • MTC3600 Controller Codeplugs (4 @ $2,336.00 /Each)	(Vendor) Total Radio	$12,090.12
III. Professional Services Costs • PM - Overall Program Manager (360hrs @ $225.00 /hr = $81,000.00) • Expenses (1 @ $5,400.00 /unit = $5,400.00)	(Vendor) ACD	$86,400.00
• Subscriber Program Manager (60hrs @ $42.50 /hr = $2,550.00) • Subscriber travel expenses (1 @ $1,500.00 /unit = $1,500.00) • Technician - Infrastructure Program Manager (260hrs @ $41.78 /hr = $10,862.80) • Infrastructure travel expenses (1 @ $1,000.00 /unit = $1,000.00) • Technician - Norman team tech support (40hrs @ $41.78 /hr = $1,671.20) • Manager - Develop programming schedule & coordinate with user agencies (92hrs @ $43.48 /hr = $4,000.16) • Technician - Coordinate & escort personnel to sites (96hrs @ $41.78 /hr = $4,010.88)	(Incumbent) Norman	$25,595.04
IV. Contracts and Legal Costs • Legal (12hrs @ $73.91 /hr = $886.92)	(Incumbent) Norman	$886.92
• Legal Fees to Negotiate FRA, participate in mediation and draft PRM's. (54hrs @ $400.00 /hr = $21,600.00)	(Vendor) Keller & Heckman	$21,600.00
Amendment - 1 (Previous)		
Description of Work To Be Performed	**Payee**	**Estimated Cost(s)**
I. Subscriber Equipment Reconfiguration • Technician - Re-program existing subscriber equip (50 @ $90.00 /unit = $4,500.00)	(Vendor) Stolz Telecom	$6,525.00

• Technician - Program new subscriber equip (27 @ $75.00 /unit = $2,025.00)		

Amendment - 2 (Previous)

Description of Work To Be Performed	Payee	Estimated Cost(s)
I. Subscriber Equipment Reconfiguration • Technician - Subscriber Inv Evaluation/Deployment (151 units @ 0.50 hrs each @ $41.86 /hr = $3,160.43) • Program new subscriber equip (151 units @ 0.25 hrs each @ $41.78 /hr = $1,577.20)	(Incumbent) Norman	$4,737.63
• Install Dash Mount Radio in Public Safety Vehicle (16 @ $350.00 /unit = $5,600.00) • Install Remote Mount Radio in Public Safety Vehicle (58 @ $450.00 /unit = $26,100.00) • Rebanding Labor - New Radio First Touch (151 @ $75.00 /unit = $11,325.00) • Rebanding Labor - Radio Second Touch (151 @ $45.00 /unit = $6,795.00) • Install New Control Station (3 @ $450.00 /unit = $1,350.00)	(Vendor) Stolz Telecom	$51,170.00
II. Professional Services Costs • Additional Project Management (2 hours per month for 22 months) (22 units @ 2.00 hrs each @ $225.00 /hr = $9,900.00) • PM - Overall Program Manager (25hrs @ $225.00 /hr = $5,625.00) Reallocation of costs from the City of Norman • Expenses (1 @ $500.00 /unit = $500.00) • Project Management (13.33hrs @ $225.00 /hr = $2,999.25)	(Vendor) ACD	$19,024.25
Reallocation of costs to ACD • Infrastructure Travel Expense (-1 @ $500.00 /unit = ($500.00)) • Manager - Develop programming schedule & coordinate with user agencies (-44hrs @ $43.48 /hr = ($1,913.12)) • Technician - Coordinate & escort personnel to sites (-26hrs @ $41.78 /hr = ($1,086.28))	(Incumbent) Norman	($3,499.40)

Amendment - 3 (New)

Description of Work To Be Performed	Payee	Estimated Cost(s)
I. Infrastructure Equipment Reconfiguration **a. Infrastructure Equipment Reconfiguration Services** • Engineer - Labor to install repeater (6hrs @ $90.00 /hr = $540.00)	(Vendor) Stolz Telecom	$540.00

Contract Number 0809-45

Amended Cost Totals:		
Norman	Incumbent	$81,401.45
Total Radio	Vendor	$74,690.12
Stolz Telecom	Vendor	$324,910.00
ACD	Vendor	$105,424.25
Kelier & Heckman	Vendor	$21,600.00
Genesis	Vendor	$37,401.00
Total Estimated Costs		$645,426.82

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Contract Number 0809-45

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

Signature:_____
Print Name:_____
Title:_____
Phone Number:_____
E-mail:_____
Date:_____

Contract Number 0809-45

SCHEDULE D

NORMAN, CITY OF, OK PH II

Replaces Previous Schedule D

1) Loaned Reconfiguration Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
2		Battery eliminator	REX4424A	New
2		XTS2500/1500 Battery Eliminator	AA0180305G54	New
2		PROGRAMMING CABLE, USB, XTS2500	RKN4105A	New
4		CABLE, CH PROGRAMMING USB (GCAI)	HKN6184A	New
2		XTL5000 W series remote power cables	YKN4261A	New
6		MOBILE PWR CBL HIPWR	HKN-4191B	New
4		10' Astro power cables	HKN6170A	New
4		CABLE, PROGRAM, MCS 2000	RKN4062B	New
4		MCS2000 Programming cable	RKN4063B	New
4		MCS2000 dash mount power cable	HKN6128A	New
4		MCS2000 Remote mount power cable	HKN6111B	New
2		Program cable for high power spectra	0180300B10	New
2		CABLE, ASSY.RIB TO SPECTRA 900	3080369B73	New
2		Astro Spectra remote mount power cable	HKN4192B	New
4		SRIB INERFACE BOX	RLN1015D	New
4		SRIB AC PWR PAK 110V	0180302E27	New
4		BATTERY PACK, SMART RIB	RLN4488A	New
4		COMPUTER RIB CABLE	3080390B48	New
4		COMPUTER RIB CABLE	3080390B49	New
2		CABLE, PROGRAMMING	3080369E32	New
4		Programming cable for MTS2000	RKN4035D	New

2) Replacement Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
5		SW Flash Kit-Mobile	299-RBSK-002	New
5		SW Flash Kit-Mobile	299-RBSK-004	New
4		SW Flash Kit-Portable	299-RBSK-001	New
268		7/800MHZ Complete Radio,NO SW Options,DASH-MT, ENCRYPTED HW, Mic, Accessory Interface Cable, Power / Battery Interface Cable, Wiring Harness, Mounting Bracket, New Housing	242-537G-001AAYB6	New
268		SmartZone & SMARTNET System Option	299-RBOM-002	New
3		PC Configure Programming Kit (Mobile, USB cable)	250-5300-104	New
1		Operation Manual - 5300	002-5300-70000CD	New
1		Service Manual - 5300	001-5300-70000CD	New
94		7/800MHZ Complete Radio,No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED	242-517B-810YY6	New

		HW, Antenna, Battery Separate, New Housing		
94		SmartZone & SMARTNET System Option	299-RBOP-002	New
94		Spare Battery (NiMH)	587-5100-362	New
94		Speaker Microphone	589-0015-057	New
48		Leather Case w/D-Swivel Belt Loop, Model II / III	585-5100-14004	New
3		PC Configure Programming Kit (Portable, USB cable)	250-5100-104	New
1		Operation Manual - 5100	002-5100-72000CD	New
1		Service Manual - 5100	001-5100-70002CD	New
		Amendment #1		
-94		Speaker Microphone	589-0015-057	New
70	EFJ	7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
70	EFJ	SmartZone & SmartNet System Option	299-RBOP-002	New
70	EFJ	Leather Case w/D-Swivel Belt Loop, Model II/III	585-5100-14004	New
52	EFJ	Single Rapid Vehicle Charger	DC-1 EFJ-3	New
52	EFJ	Hard Wire Kit for DC-1, 10ft	PC-DC1-10	New
70	EFJ	Spare Battery (NiMH)	587-5100-362	New
94	EFJ	Single Bay Tri-Chem Charger w/Switched P/S Rapid Rate	250-5100-315	New
70	EFJ	Single Bay Tri-Chem Charger w/Switched P/S Rapid Rate	250-5100-315	New
1	EFJ	PC Tune Kit, Portable & Mobile (SW / manual CD, mobile / portable tuning HW)	250-5400-005	New
9	EFJ	7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
9	EFJ	SmartZone & SmartNet System Option	299-RBOP-002	New
9	EFJ	Spare Battery (NiMH)	587-5100-362	New
9	EFJ	Single Bay Tri-Chem Charger w/ Switched P/S Rapid Rate	250-5100-315	New
16	EFJ	7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
16	EFJ	SmartZone & SmartNet System Option	299-RBOP-002	New
16	EFJ	Leather Case w/D-Swivel Belt Loop, Model II/III	585-5100-14004	New
16	EFJ	Single Rapid Vehicle Charger	DC-1 EFJ-3	New
16	EFJ	Hard Wire Kit for DC-1, 10ft	PC-DC1-10	New
16	EFJ	Spare Battery (NiMH)	587-5100-362	New
16	EFJ	Single Bay Tri-Chem Charger w/Switched P/S Rapid Rate	250-5100-315	New

3	EFJ	Multi-Unit Charger Kit (6-unit) Normal Rate	250-5100-360	New
38	EFJ	SW Flash Kit-Portable	299-RBSK-003 SW Flash Kit-Portable ES or Series 6 (per radio)	New
12	EFJ	SW Flash Kit-Mobile	299-RBSK-004 SW Flash Kit-Mobile/CS ES or Series 6 (per radio)	New
		Amendment #2		
74		7/800MHZ Complete Radio, No SW Options, includes DISPLAY and DTMF, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
74		SmartNet Operation	299-RBOP-001	New
77		7/800MHZ Complete Radio, NO SW Options, REMOTE-MT, ENCRYPTED HW, Mic, Accessory & Remote Interference Cable, Power / Battery Interface Cable, Wiring Harness, Mounting Bracket, New Housing (No Charge for 700 MHz capability)	242-537H-001AAYB6	New
77		SmartNet Operation	299-RBOM-001	New
3		15 amp / 120 volt Power Supply, Cabinet, and radio power cable	250-4001-202	New
87		5" Remote Speaker	250-0151-006	New
10		Single Unit Charger	250-5100-315	New
17		Multi-Unit Charger Kit (4-unit) 68 Total Banks Replaces 11 - 6 Bank Chargers	250-5100-365	New
126		Spare Battery (NiMH)	587-5100-362	New
50		Lapel Microphones	589-0015-057	New
1		Micor Transmitter High Stability reference oscillator	On File with SN	New
1		Micor Receive Channel Element	KXN1068	New
1		Micor Transmitter Channel Element	KXN1068	New
10		15 amp 120V Power Supply with cabinet and radio power	250-4001-202	New
10		5300 Series Desktop Microphone (13-pin)	589-0012-02201	New
		Amendment #3		
1		Mastr III Repeater		Used
1		Rack		Used
1		Software		New
1		Duplexer (tuned to: 853.0125)		Used
1		Microphone		Used
1		Power Supply		Used
1		PA Deck		Used
1		GTX Mobile Programming Software		New

3) Replaced Equipment (to be delivered to Nextel prior to Closing)

Quantity	Manufacturer	Description	Model Number
268	Motorola	LCS2000 Mobile Radio (each with SmartNet operation, control head and mic)	LCS2000

94	Motorola	LTS2000 Portable Radio (each with SmartNet option, antenna and at least one battery)	LTS2000
1		Site Lens Workstation	
1		Workstation for SWII	
		Amendment #1	
70	Motorola	LTS2000 Portable Radio (each with SmartNet option, antenna and at least one battery)	LTS2000
70	Motorola	Carry Case Leather w/ 3" swivel belt loop	Carry Case
52	Motorola	XTS Vehicular Charger	Charger
70	Motorola	Spare HiCap Battery	Battery
94	Motorola	Desktop Charger	Charger
70	Motorola	Desktop Charger	Charger
9	Motorola	LTS2000 Portable Radio (each with SmartNet option, antenna and at least one battery)	LTS2000
9	Motorola	Spare Battery	Battery
9	Motorola	Desktop Charger	Charger
16	Motorola	LCS2000 Mobile Radio (each with SmartNet operation, control head and mic)	LCS2000
		Amendment #2	
19	Motorola	LTS2000 Portable Radio (each with SmartNet operation, antenna and at least one battery)	LTS2000
55	Motorola	MTX820S Portable Radio (each with SmartNet operation, antenna and at least one battery)	MTX820S
74	Motorola	Spectra Mobile Radio (each with control head and microphone)	Spectra
3	Motorola	Spectra Consolette	Spectra Consolette
87		Remote Speaker	Remote Speaker
10		Single Bank Charger	Single Charger
11		6-Bank Charger	6-Bank Charger
126		Spare Battery	Battery
50		Lapel Microphone	Lapel Microphone
1		Micor High Stability Oscillator	Oscillator
1		Micor Receive Channel Element	RX Channel Element
1		Micor Transmitter Channel Element	TX Channel Element
10		15 Amp Power Supply	Power Supply
10		Desktop Microphone	Desktop Microphone
		Amendment #3	
1		Micor Repeater (must be inoperative)	Micor Repeater

4) Motorola Schedule D Equipment (to be provided by Motorola) – Motorola radios and flash- kits and accessories only

a) Reserved

b) Motorola Subscriber Services <u>will not</u> be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
728	FlashKit			FlashKit
70	XTS2500 RB III Portable Radio Kit	SmartZone		XTS2500 RB III

	(each with H335 HiCap batteries)			
70	Carry Case Leather w/ 3" swivel belt loop			NNTN4115
164	Remote Microphone			NMN6191
52	XTS Vehicular Charger			NTN9176C
70	Spare HiCap Battery			NTN9858
4	Programming cable for MTS2000			RVN4176U
	Amendment #1			
-70	XTS2500 RB III Portable Radio Kit (each with H335 HiCap batteries)	SmartZone		XTS2500 RB III
-70	Carry Case Leather w/ 3" swivel belt loop			NNTN4115
-52	XTS Vehicular Charger			NTN9176C
-70	Spare HiCap Battery			NTN9858

5) Motorola Replaced Equipment (to be delivered to Motorola within 30 days of receipt of Motorola Schedule D Equipment)

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
70	LTS2000 Portable Radio (each with antenna and at least one HiCap battery)	SmartNet			LTS2000
70	Carry Case Leather w/ 3" swivel belt loop				
164	Remote Microphone				
52	XTS Vehicular Charger				
70	Spare HiCap Battery				
118	Leather Carry Case				
	Amendment #1				
-118	Leather Carry Case				
-70	LTS2000 Portable Radio (each with antenna and at least one HiCap battery)	SmartNet			LTS2000
-70	Carry Case Leather w/ 3" swivel belt loop				Carry Case
-52	XTS Vehicular Charger				Charger
-70	Spare HiCap Battery				Battery

City of Norman, OK

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

Master

File Number: K-0910-123 Amend.#1

File ID:	K-0910-123 Amend.#1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 21	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	02/26/2013
File Name:	Amend 1 K-0910-123 TFR Enterprises - Debris Mgmt			**Final Action:**	

Title: AMENDMENT NO. ONE TO CONTRACT NO. K-0910-123: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND T.F.R. ENTERPRISES, INC., AS A PRE-POSITIONED OR 'STAND BY' AGREEMENT THAT OBLIGATES CONTRACTOR TO PROVIDE CERTAIN DEBRIS CLEAN-UP REMOVAL SERVICES ON AN AS-NEEDED BASIS.

Notes: ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-0910-123 with T.F.R. Enterprises, Inc; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 21

Attachments: Text File K-1213-123, Attachment A.pdf, Attachment B.pdf, ltr TFR Enterprises Agmnt Extension notice.pdf, Amendment No. 1 to K-0910-123 TFR signature.pdf, TFR Pre-Position K-0910-123.pdf

Project Manager: Rick Schlechter, Stormwater Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-0910-123 Amend.#1

body

BACKGROUND: Natural disasters commonly occur in Oklahoma including windstorms, ice storms, flooding and tornados. Each event has its own unique debris clean up requirements. When faced with natural disasters, planning is the key to preparedness.

It became apparent after the December 2007 ice storm that the City of Norman should have a Debris Management Plan. A Debris Management Plan ensures a quicker and more thorough and calculated response to a disaster. It also establishes a strategic framework for providing debris removal assistance in support of a Presidential-declared emergency or major disaster and helps qualify a city for additional Federal Emergency Management Agency (FEMA) reimbursements, in some cases.

On November 25, 2008, City Council approved Contract No. K-0809-101 with Beck Disaster Recovery, Inc. (BDR) to prepare the City's first ever Debris Management Plan. On September 8, 2009, City Council adopted the plan.

The Debris Management Plan recommended that the City have a pre-position agreement with 3-5 debris removal companies. Pre-position agreements are stand-by agreements with no associated value. The pre-position agreement with respective debris removal company(ies) will only have value when a Notice to Proceed is issued by the Mayor of the City of Norman for an amount based on the estimated debris clearance and removal quantities at the unit prices and hourly labor and equipment rates set forth in the agreement. The City of Norman will be prepared for the next disaster by having executed pre-position agreements in place and will be able to more quickly start debris removal.

The City of Norman prepared, and advertised according to State law, Bid No. 0910-35 "*Request for Bid of Contractual Services for Disaster Debris Clearance and Removal Services*". The bid quantities listed in the bid schedule were approximately the same as the final quantities of the December 2007 ice storm. Some additional bid items were added which would be associated with a tornado event such as removal of white goods (household appliances, etc.) and abandoned vehicle removal. A bid item for drainage channel debris removal was also added. The bid quantities multiplied by the bidders' unit prices were used as a tool to quantitatively compare the bids of respective bidders.

On November 12, 2009, fourteen (14) bids were received in response to the City's request for bids. The three (3) lowest qualified bidders are listed below:

1. T.F.R. Enterprises, Leander, TX -$7,604,080.20
2. Crowder Disaster Recovery, Tallahassee, FL -$8,110,525.28
3. DRC Emergency Services, Mobile, AL - $8,623,808.52

Shown in Attachment A is a table which illustrates the lowest qualified bidder's (T.F.R. Enterprises, Inc.) unit prices of the four most costly items of work. These items accounted for 97% of the total cost of the December 2007 ice storm.

The City's consultant Beck Disaster Recovery (BDR) advised the City that the three lowest bidders were well known national companies and recommended that the City consider entering into pre-position agreements with them. The Finance Director reviewed each of the company's financial statements (resources and bond rating) and determined they are financially stable companies.

In their December 22, 2009 meeting, the City Council considered the fourteen (14) bids received in response to Bid No. 0910-35, and approved and authorized the execution thereof, the following three (3) Pre-Position Agreements for Disaster Debris Management:

1. Contract No. K-0910-123 with T.F.R. Enterprises, Inc.
2. Contract No. K-0910-124 with Crowder Disaster Recovery
3. Contract No. K-0910-125 with DRC Emergency Services

As has been the case in recent disasters since the time the three (3) pre-position agreements were authorized and executed, in the event of a disaster, staff will call the contractor with the lowest qualified bid. If the first contractor cannot respond within the time frame listed in the agreement, staff will call the contractor with the second lowest qualified bid to respond, and so on.

The City has utilized the previous agreements three times since they were approved by Council. T.F.R. Enterprises, Inc. has responded and performed in accordance with the attached contract.

The provisions of the pre-position agreements, including the specifications of Bid No. 0910-35 incorporated by reference, set forth the following requirements of the contractor

1. Attend a Debris Management Kickoff Meeting with the City Manager (City Debris Manager) and other City

staff no later than 72 hours following the disaster (or at such time that it is safe to return to the city).

2. Mobilize at least 50% of the debris clearance fleet necessary for project completion within 72 hours of the Debris Management Kickoff meeting.

3. One-hundred percent of the fleet necessary for project completion shall be present within seven (7) working days following the issuance of a Notice to Proceed from the City.

4. The selected contractor shall post a Performance and Payment Bond in the amount of 100% of the estimated contract price within 10 days after the issuance of the Notice to Proceed by the City. The bond shall continue throughout the contract execution period when the City Manager issues a Notice to Proceed, until such time as the scope of work contained in the contract is completed as determined by the City Manager. All work set forth in the scope of work must be approved by personnel authorized by the City Manager.

The selected contractor shall post a Performance and Payment Bond in the amount of 100% of the estimated contract price within 10 days after the issuance of the Notice to Proceed by the City. The bond shall continue throughout the contract execution period when the City Manager issues a Notice to Proceed, until such time as the scope of work contained in the contract is completed as determined by the City Manager. All work set forth in the scope of work must be approved by personnel authorized by the City Manager.

The City reserves the right to adjust the estimated contract price at the time of the event based on the size, severity and type of debris generating event. Bid prices are locked in for a 3-year period.

DISCUSSION: The pre-position agreements include the provisions establishing an initial effective period of three (3) years with the option to extend the contract for two (2) additional one-year periods upon mutual agreement of both parties. If agreement renewal is agreed upon by both the City and the contractor, price adjustments for set rates will not exceed the average of the Construction Cost Index (CCI) during the 12-months prior to renewal or 5%, whichever is less.

The Public Works Department-Engineering Division contacted all three (3) of the debris removal contractors with whom the City of Norman has Pre-Position Agreements for Disaster Debris Management to determine whether a mutual interest in continuing our contractual relationship for an additional one (1) year existed as well as the conditions under which the respective contractors would be willing to amend their Agreements with the City. All three (3) contractors shared the City's desire to amend our pre-position agreements for debris clearance, removal and disposal service needs.

Based on the early responses by T.F.R. Enterprises, Inc. and DRC Emergency Services, City of Norman legal counsel prepared Amendment No. 1 to each of the respective December 22, 2009 pre-position agreements. T.F.R. Enterprises, Inc. and DRC Emergency Services have each provided to the City's Public Works Department-Engineering Division signed counterparts of Amendment No. 1 to their respective pre-position agreements with the City of Norman to extend the term of the agreements by one (1) year under the conditions of the original agreements. Additionally, T.F.R. Enterprises, Inc. and DRC Emergency Services have provided written notice to the City that they are willing to honor the terms of their original December 22, 2009 pre-position agreements for a period of ninety (90) days beyond the effective term of their current agreement to allow the City to take formal action on Amendment No. 1.

Crowder Disaster Recovery, while sharing a mutual desire to continue a contractual relationship with the City of Norman for debris clearance, removal and disposal services, has submitted a proposal which includes the addition of a separate deployment charge and unit price adjustments in excess of the 2.9% - 3.1% average increase of the Construction Cost Index over the last 12 months. Unfortunately, both of these conditions are beyond the City's ability to consider in light of the extension and amendment provisions of the City's December 22, 2009 pre-position agreement.

RECOMMENDATION: Staff recommends approval of Amendment No. 1 to Contract No. K-0910-123 "Pre-Position Agreement for Disaster Debris Management" with T.F.R. Enterprises, Inc. If approved, the contract will be extended for one additional year or until December 21, 2013.

ATTACHMENT A

CONTRACT NO. K-0910-123

ITEM DESCRIPTION	Quantity	Bid Unit/Extended Price
Debris Removal	536,000 cy	$4.20/cy = $2,251,200
Limb Removal per Tree	23,250 trees	$70.00/tree = $1,627,500
Grinding	536,000 cy	$1.10/cy = $589,600
Final Haul Out	130,800	$3.80/cy = $497,040
		Total = $4,965,340

ATTACHMENT B

T.F.R. Enterprises, Inc.

CONTRACT NO. K0910-123

Event	Date	Final Contract Amount	City Share
Tornado	May 10, 2010	$245,792.77	$30,724.11
Microburst	June 14, 2011	$144,185.05	$144,185.05 [1]
Tornado	April 13, 2012	$408,073.29	$408,073.29 [1]

[1] This storm event did not receive a Presidential Disaster Declaration. Therefore, federal and state reimbursements were not authorized.

The City of
NORMAN

PUBLIC WORKS DEPARTMENT

201 West Gray, Bldg. A • P.O. Box 370
Norman, Oklahoma 73069 • 73070

ENGINEERING DIVISION
Phone 405.366.5455
Fax 405.366.5418

December 28, 2012

Ms. Tiffany Wilkes, Contract Administrator
TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

Re: City of Norman/TFR Enterprises, Inc. - Contract No. K-0910-123
Pre-Position Agreement for Disaster Debris Management

Dear Ms. Wilkes:

As you know, the December 22, 2009 "*Pre-Position Agreement for Disaster Debris Management*" between the City of Norman and TFR Enterprises provides for an initial effective term of 3 years with the option to extend the Agreement for two additional one-year periods. This letter shall serve to notify you and TFR Enterprises, Inc. of the City of Norman's intent and desire to consider, negotiate, and formalize a 1-year extension to the Agreement.

The City of Norman would very much appreciate your written response to this letter indicating that TFR Enterprises, Inc. shares the City's desire in continuing our contractual relationship to facilitate and ensure the City's readiness to respond to an event that results in debris clearance, removal and disposal service needs that exceed our local capacity.

Additionally, since we now find ourselves beyond the initial effective term of our December 22, 2009 Agreement, please include in your response letter a statement indicating TFR Enterprises' willingness to honor the terms of the Agreement for a period up to 90 days beyond the effective term of our current Agreement. Such a statement by TRF Enterprises will provide an informal assurance that disaster services will be available to the City of Norman should a disaster occur prior to the City Council taking formal action to extend the Agreement.

Thank you in advance for your timely consideration and response in this matter. Please feel free to contact me at (405) 366-5350 or Rick Schlechter of my staff at (405) 366-5455 with any questions or comments you may have.

Sincerely,
City of Norman

Scott Sturtz
City Engineer

AMENDMENT NO. 1 TO CONTRACT NO. K-0910-123

This Amendment No. 1 to Contract No. K-0910-123 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter referred to as CITY) and T.F.R. Enterprises (hereinafter referred to as CONTRACTOR).

WITNESSETH:

The parties agreed to Contract No. K-0910-123 on December 22, 2009, a pre-positioned or "stand-by" agreement that obligated CONTRACTOR to provide certain debris clean-up and removal services on an as-needed basis;

Contract No. K-0910-123 was effective for a three-year term ending December 21, 2012 but provided for two optional one-year extensions;

The parties desire to extend the contract for an additional one-year period.

The parties agree as follows:

Term of the Contract

That Contract No. K-0910-123 shall be extended for an additional one year term, said term commencing on December 22, 2012.

Compensation

CITY shall pay CONTRACTOR in accordance with the Hourly Equipment and Labor Price Schedule and the Unit Rate Price Schedule included with CONTRACTOR'S response and incorporated into Contract No. K-0910-123.

All other terms of Contract No. K-0910-123 shall remain in full force and effect.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement.

Dated this _____ day of _____, 2013.

CITY OF NORMAN, OKLAHOMA

By: _____
Mayor Cindy S. Rosenthal

ATTEST:

By: _____
Brenda Hall, City Clerk

Approved as to form and legality this 1 day of March, 2013.

_____
City Attorney

CONTRACTOR

By: _____
Name: Tipton F. Rowland
Title: CEO

ATTEST:
By: Tiffany Weiss
Title: Contract Administrator

Pre-Position Agreement for Disaster Debris Management

This AGREEMENT is between City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as CITY) and T.F.R. ENTERPRISES (hereinafter referred to as CONTRACTOR).

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the CITY hereby contracts for certain services, and CONTRACTOR is prepared to provide such services as are agreed to in this document.

The parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE.

The effective date of this AGREEMENT shall be December 22. 2009. The Agreement shall remain in effect for a three (3) year period, with the option to extend the AGREEMENT for two additional one-year periods upon mutual agreement of the parties, unless otherwise terminated as provided herein. Activation of this agreement shall be based on a Notice to Proceed (NTP) issued by the Mayor of the City of Norman.

ARTICLE 2 – NATURE OF AGREEMENT.

It is agreed and understood between the parties hereto that this is a pre-positioned or "standby" AGREEMENT. As such, there is no value associated with this AGREEMENT and actual quantities will vary based on the applicable disaster type and scope.

ARTICLE 3 - SERVICES TO BE PERFORMED.

CONTRACTOR shall perform the services as stated in the Request for Bid of Contractual Services for Disaster Debris Clearance and Removal Services (the "Request for Bid") and the CONTRACTOR'S Response attached hereto and incorporated by reference as part of this AGREEMENT, and as may be specifically authorized by the CITY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, estimated completion date, and other pertinent details of the task being authorized.

ARTICLE 4 – COMPENSATION

CITY shall pay CONTRACTOR in accordance with the Hourly Equipment and Labor Price Schedule and Unit Rate Price Schedule included with CONTRACTOR'S Response, which is attached hereto and incorporated by reference as part of this AGREEMENT.

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered in accordance with the attached Request for Bid. Invoices must reference the Task Order number.

CONTRACTOR shall submit invoices on a regular basis and in no instance, for more than a thirty (30) day period. CONTRACTOR shall be paid within twenty (20) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 10 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

Payment of CONTRACTOR by CITY is not contingent upon the CITY being reimbursed by any Federal or State agency. Payment to CONTRACTOR will be made for any work directed by the CITY.

In order for both parties to this AGREEMENT to close their books and records, CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR'S final/last billing to the CITY.

ARTICLE 5- INSURANCE

CONTRACTOR shall maintain insurance limits in accordance with the Request for Bid. CONTRACTOR shall provide CITY six (6) original Certificates of Insurance evidencing such coverage prior to execution of this Agreement and again within twenty-four hours of receiving a Notice to Proceed under this Agreement.

ARTICLE 6 – SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this AGREEMENT shall survive.

ARTICLE 7 – INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and save harmless the CITY, its officers, agents and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of or resulting from the performance of the work, caused by any act or omission of CONTRACTOR, any subcontractor, and anyone for whose acts any of them may be liable.

ARTICLE 8 – RELATIONSHIP OF PARTIES.

The CONTRACTOR shall operate as an independent contractor, and the CITY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for Federal or State tax, unemployment, or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, no payroll tax of any kind shall be withheld or paid by the CITY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participating in, any employee pension, health, or other fringe benefit plan of

the CITY. The CITY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing. The CONTRACTOR shall comply with all federal, state, and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The CONTRACTOR shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement.

ARTICLE 9 – CITY'S RESPONSIBILITIES

CITY shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the CITY to assist CONTRACTOR in completing any assigned tasks. CITY is responsible for assisting in obtaining any permits for CONTRACTOR to complete any Task Order assigned.

ARTICLE 10 – TERMINATION OF AGREEMENT

This AGREEMENT may be terminated in accordance with the terms set forth in the Request for Bid and fully incorporated by reference herein.

ARTICLE 11 – NON-DISCRIMINATION

CONTRACTOR shall treat all of its employees equally without regard to race, color, religion, gender, age or national origin.

ARTICLE 12 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

ARTICLE 13 - ENTIRETY OF AGREEMENT

The CITY and CONTRACTOR agree that this AGREEMENT, including the Request for Bid and CONTRACTOR's response to said request incorporated by reference and attached hereto, sets forth the entire AGREEMENT between the parties, and that there are no promises or understandings other than those state herein. This AGREEMENT supersedes all prior contracts, representations, negotiations, letters or other communications between the CITY and

CONTRACTOR pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this AGREEMENT may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 14 – MODIFICATION

The AGREEMENT may be modified in writing by Amendment executed by both CITY and CONTRACTOR.

ARTICLE 15 – SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR bind themselves and their partners, successors, assigns and legal representatives to this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT without the express written approval of the CITY.

ARTICLE 16 – NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To CITY
CITY OF NORMAN, OKLAHOMA
P.O. Box 370
Norman, Oklahoma 73070
(Attn: Bob Hanger)

As To CONTRACTOR
TFR Enterprises, Inc.
601 Leander Drive
Leander, Texas 78641
Tiffany Wilkes

ARTICLE 17 – GOVERNING LAW.

The parties agree that this Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 18 – BOND

Upon issuance of a Notice to Proceed or Task Order, CONTRACTOR will provide such bonds as described in the Request for Bid attached hereto.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this AGREEMENT.

DATED this 22nd day of December, 2009

CITY OF NORMAN, OKLAHOMA

By: _____

Mayor Cindy Rosenthal

ATTEST:

By: Brenda Hall

Brenda Hall, City Clerk

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

Approved as to form and legality this 22 day of December, 2009.

_____

City Attorney

CONTRACTOR

By: _____

Name: Tipton F. Rowland

Title: President

ATTEST:

By: Julie Rowland

Title: Secretary

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Bid and any other documents accompanying or make a part of this Request for Bid.

I hereby propose to perform the following prices as specified in this Request for Bid No. 0000-00 at the rates described on **SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE and SCHEDULE 2 – UNIT RATE PRICE SCHEDULE.** I understand that all debris quantities listed in "SCHEDULE 2 – UNIT RATE PROCE SCHEDULE" are estimates only and actual totals will be based on post event analysis.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid for the same product or service; no officer employee or agent of the City of Norman or any other proposer is interested in said Bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the Board of City Commissioners reserves the right to reject any or all Bids.

TFR Enterprises, Inc.
NAME OF FIRM

AUTHORIZED SIGNATURE

Tipton F. Rowland, President
NAME & TITLE, TYPED OR PRINTED

601 Leander Drive
MAILING ADDRESS

Leander, Tx. 78641
City, STATE, ZIP CODE

Federal Tax ID: 72-1149862

Phone: (512) 260-3322

Fax: (512) 528-1942

Email: tiffanyw@tfrinc.com

Subscribed and sworn to before me this 11th day of November, 2009

Notary Public Tiffany Wilkes

My Commission expires: January 27, 2010

(SEAL)

TIFFANY WILKES
Notary Public, State of Texas
My Commission Expires
JANUARY 27, 2010

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type – Ref. to Section No. 24.1 of RFB	**Hourly Equipment Rate**
Bobcat Loader	$ 70.00
Bucket Truck w/Operator	150.00
Crash Truck w/Impact Attenuator	135.00
Dozer, Tracked, D5 or similar	95.00
Dozer, Tracked, D6 or similar	125.00
Dozer, Tracked, D7 or similar	175.00
Dozer, Tracked, D8 or similar	250.00
Dump Truck, 18 CY-20 CY	70.00
Dump Truck, 21 CY-30 CY	80.00
Generator and Lighting	15.00
Grader w/12' Blade	145.00
Hydraulic Excavator, 1.5 CY	165.00
Hydraulic Excavator, 2.5 CY	185.00
Knuckleboom Loader	145.00
Lowboy Trailer w/Tractor	125.00
Mobile Crane (Adequate for hanging limbs/leaning trees)	170.00
Pickup Truck, .5 Ton	15.00
Truck, Flatbed	65.00
Water Truck	65.00
Wheel Loader, 2.5 CY, 950 or similar	110.00
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	126.00
Wheel Loader, 4.5 CY, 980 or similar	140.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	85.00
Other – Please List	

Labor Category	**Hourly Labor Rate**
Operations Manager w/Cell Phone and Pickup	70.00
Crew Foreman w/Cell Phone and Pickup	59.00
Tree Climber/Chainsaw	65.00
Laborer w/Chain Saw	47.00
Laborer w/small tools, traffic control, or flagperson	29.00

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE Reference to Section 24 of RFB			
25.2 ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transport of vegetative debris on the ROW to a City approved DMS or other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	4.80	536,000	2,251,200.00
25.3 ROW C&D Debris Removal (Collect & Haul) Work consists of collection and transport of C&D debris on the ROW to a City approved DMS or other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	4.80	80,000	384,000.00
25.4 Private Property Vegetative Debris Removal Work consists of collection and transport of vegetative debris on the private property to a City approved DMS or other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	4.80	60,608	290,918.40
25.5 Private Property C&D Debris Removal Work consists of collection and transport of C&D debris on private property to a City approved DMS or other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	4.80	23,000	110,400.00
25.6 City Parks and Other City Property Vegetative Debris Removal Work consists of collection and transport of vegetative debris in City parks or other City property to a City approved DMS or other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	4.80	100,000	480,000.00
25.7 Removal of Hazardous Leaning Trees and Hanging Limbs in City Parks and Other City Property Work consists of removing hazardous leaning trees or hanging limbs from City parks or other City property.	$ Per Tree	Estimated Tree Total	Total
6 inch to 11.99 inch diameter	75.00	300	22,500.00
12 inch to 23.99 inch diameter	85.00	200	17,000.00
24 inch to 35.99 inch diameter	165.00	100	16,500.00
36 inch to 47.99 inch diameter	195.00	20	3,900.00
48 inch and larger diameter	285.00	10	2,850.00
	$ Per Tree	Estimated Tree Total	Total
Hangers greater than two (2) inches in diameter	70.00	2,660	186,200.00
25.8 Removal of Hazardous Stumps from City Parks and Other Public Property Work consists of removing hazardous stumps and placing them on the ground for haul-off.	$ Per Unit	Estimated Units	Total
24 inch to 35.99 inch diameter	145.00	50	7,250.00
36 inch to 47.99 inch diameter	245.00	30	7,350.00
48 inch and larger diameter	385.00	10	3,850.00
25.9 DMS Management and Operation Work consists of all labor, equipment, fuel and miscellaneous costs necessary to manage and operate a DMS on an inbound debris basis.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	1.10	536,000	589,600.00
25.10 Chipping (Reduction of Storm Generated Debris) Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by chipping.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	.90	653,600	588,240.00
25.11 Haul-out of Reduced Debris to Final Disposal Site Work consists of collection and transport of reduced debris from a DMS to a City approved final disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	3.80	130,800	497,040.00

25.12 Removal of ROW Hazardous Leaning Trees and Hanging Limbs Work consists of removing hazardous leaning trees or hanging limbs and placing them on the ROW for haul-off.	$ Per Tree	Estimated Tree Total	Total
6 inch to 11.99 inch diameter	75.00	500	37,500.00
12 inch to 23.99 inch diameter	85.00	300	25,500.00
24 inch to 35.99 inch diameter	105.00	200	33,000.00
36 inch to 47.99 inch diameter	195.00	10	1,950.00
48 inch and larger diameter	285.00	5	1,425.00
	$ Per Tree	Estimated Tree Total	Total
Hangers greater than two (2) inches in diameter	70.00	23,250	1,627,500.00
25.13 Removal of Hazardous Stumps from City ROW Work consists of removing hazardous stumps and placing them on the ROW for haul-off.	$ Per Unit	Estimated Units	Total
24 inch to 35.99 inch diameter	145.00	50	7,250.00
36 inch to 47.99 inch diameter	245.00	30	7,350.00
48 inch and larger diameter	385.00	10	3,850.00
25.14 Household Hazardous Waste Removal Transport and Disposal Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of HHW.	$ Per Pound	Estimated Pounds	Total
	2.75	100,000	275,000.00
25.15 Canals and Waterways Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of debris from City canals and waterways.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	11.90	5,000	59,500.00
25.16 Abandoned Vehicle Removal Work consists of the removal of abandoned vehicles in areas identified and approved by the City and subsequently transported to a City approved staging area.	$ Per Unit	Estimated Units	Total
	125.00	100	12,500.00
25.17 Animal Carcass Removal and Disposal Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of Animal Carcasses.	$ Per Pound	Estimated Pounds	Total
	8.00	1000	8,000.00
25.18 ROW White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of White Goods.	$ Per Unit	Estimated Units	Total
	45.00	1000	45,000.00
25.19 Freon Removal Work Consists of the recovery and disposal of refrigerants from items containing Freon.	$ Per Unit	Estimated Units	Total
	35.00	750	26,250.00
Total Estimated Contract Price		$	7,604,080.20

**Cradle to grave pricing for vegetative, stump and tree removal and disposal are encouraged and may be included by the Contractor for consideration by the City. If alternative pricing is included, the Contractor must specify which unit rate scope items are included. All estimates are derived using the Norman, Oklahoma Disaster Debris Management Plan. Estimates are calculated using a moderate disaster model and should not be considered actual totals. It is assumed that all portions of the above rate schedule may be necessary during debris removal and clearance operations.

* please see attached additional pricing.

City of Norman, OK

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

Master

File Number: K-0910-125 Amend 1

File ID:	K-0910-125 Amend 1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 22	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	02/26/2013
File Name:	Amd 1 K-0910-125 DRC Emergency Svcs			**Final Action:**	

Title: AMENDMENT NO. ONE TO CONTRACT NO. K-0910-125: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DRC EMERGENCY SERVICES, L.L.C., AS A PRE-POSITIONED OR 'STAND BY' AGREEMENT THAT OBLIGATES THE CONTRACTOR TO PROVIDE CERTAIN DEBRIS CLEAN-UP REMOVAL SERVICES ON AN AS-NEEDED BASIS.

Notes: ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-0910-125 with DRC Emergency Services, L.L.C.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 22

Attachments: Text File K-0910-125 Amend, Attachment A.pdf, Attachment B.pdf, ltr DRC Enterprises Agmnt Extension notice.pdf, DRC letter extension response.pdf, Amendment No. 1 to K-0910-125 DRC signature.pdf, K-0910-125

Project Manager: Rick Schlechter, Stormwater Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-0910-125 Amend 1

body

BACKGROUND: Natural disasters commonly occur in Oklahoma including wind storms, ice storms, flooding and tornados. Each event has its own unique debris clean up requirements. When faced with natural disasters, planning is the key to preparedness.

It became apparent after the December 2007 ice storm that the City of Norman should have a Debris Management Plan. A Debris Management Plan ensures a quicker and more thorough and calculated response to a disaster. It also establishes a strategic framework for providing debris removal assistance in support of a Presidential-declared emergency or major disaster and helps qualify a city for additional Federal Emergency Management Agency (FEMA) reimbursements, in some cases. The total cost of debris management following

the December 2007 ice storm was approximately $6,000,000. In that case, the City qualified for 75% FEMA reimbursement and 12.5% reimbursement from the Oklahoma Department of Emergency Management (OEM) so the local share was approximately $1,000,000.

On November 25, 2008, City Council approved Contract No. K-0809-101 with Beck Disaster Recovery, Inc. (BDR) to prepare the City's first ever Debris Management Plan. On September 8, 2009, City Council adopted the plan.

The Debris Management Plan recommended that the City have a pre-position agreement with 3-5 debris removal companies. Pre-position agreements are stand-by agreements with no associated value. The pre-position agreement with respective debris removal companies will only have value when a Notice to Proceed is issued by the Mayor of the City of Norman for an amount based on the estimated debris clearance and removal quantities at the unit prices and hourly labor and equipment rates set forth in the agreement. The City of Norman will be prepared for the next disaster by having executed pre-position agreements in place and will be able to more quickly start debris removal.

The City of Norman prepared, and advertised according to State law, Bid No. 0910-35 "*Request for Bid of Contractual Services for Disaster Debris Clearance and Removal Services*". The bid quantities listed in the bid schedule were approximately the same as the final quantities of the December 2007 ice storm. Some additional bid items were added which would be associated with a tornado event such as removal of white goods (household appliances, etc.) and abandoned vehicle removal. A bid item for drainage channel debris removal was also added. The bid quantities multiplied by the bidders' unit prices were used as a tool to quantitatively compare the bids of respective bidders.

On November 12, 2009, fourteen (14) bids were received in response to the City's request for bids. The three (3) lowest qualified bidders are listed below:

1. T.F.R. Enterprises, Leander, TX $7,604,080.20
2. Crowder Disaster Recovery, Tallahassee, FL $8,110,525.28
3. DRC Emergency Services, LLC, Mobile, AL $8,623,808.52

Attachment A illustrates the lowest qualified bidder's (T.F.R. Enterprises, Inc.) unit prices of the four most costly items of work. These items accounted for 97% of the total cost of the December 2007 ice storm.

The City's consultant Beck Disaster Recovery (BDR) advised the City that the three lowest bidders were well known national companies and recommended that the City consider entering into pre-position agreements with them. The Finance Director reviewed each of the company's financial statements (resources and bond rating) and determined they are financially stable companies.

In their December 22, 2009 meeting, the City Council considered the fourteen (14) bids received in response to Bid No. 0910-35, and approved and authorized the execution thereof, the following three (3) Pre-Position Agreements for Disaster Debris Management:

1. Contract No. K-0910-123 with T.F.R. Enterprises, Inc.
2. Contract No. K-0910-124 with Crowder Disaster Recovery
3. Contract No. K-0910-125 with DRC Emergency Services, LLC

As has been the case in recent disasters since the time the three (3) pre-position agreements were authorized and executed, in the event of a disaster, staff will call the contractor with the lowest qualified bid. If the first contractor cannot respond within the time frame listed in the agreement, staff will call the contractor with the second lowest qualified bid to respond, and so on.

The City has utilized the previous agreements three times since they were approved by Council. DRC Emergency Services, LLC has responded and performed in accordance with the attached contract.

The provisions of the pre-position agreements, including the specifications of Bid No. 0910-35 incorporated by reference, set forth the following requirements of the contractor:

1. Attend a Debris Management Kickoff Meeting with the City Manager (City Debris Manager) and other City staff no later than 72 hours following the disaster (or at such time that it is safe to return to the city).

2. Mobilize at least 50% of the debris clearance fleet necessary for project completion within 72 hours of the Debris Management Kickoff meeting.

3. One-hundred percent of the fleet necessary for project completion shall be present within seven (7) working days following the issuance of a Notice to Proceed from the City.

4. The selected contractor shall post a Performance and Payment Bond in the amount of 100% of the estimated contract price within 10 days after the issuance of the Notice to Proceed by the City. The bond shall continue throughout the contract execution period when the City Manager issues a Notice to Proceed, until such time as the scope of work contained in the contract is completed as determined by the City Manager. All work set forth in the scope of work must be approved by personnel authorized by the City Manager.

The City reserves the right to adjust the estimated contract price at the time of the event based on the size, severity and type of debris generating event. Bid prices are locked in for a 3-year period.

DISCUSSION: The pre-position agreements include the provisions establishing an initial effective period of three (3) years with the option to extend the contract for two (2) additional one-year periods upon mutual agreement of both parties. If agreement renewal is agreed upon by both the City and the contractor, price adjustments for set rates will not exceed the average of the Construction Cost Index (CCI) during the 12-months prior to renewal or 5%, whichever is less.

The Public Works Department-Engineering Division contacted all three (3) of the debris removal contractors with whom the City of Norman has Pre-Position Agreements for Disaster Debris Management to determine whether a mutual interest in continuing our contractual relationship for an additional one (1) year existed as well as the conditions under which the respective contractors would be willing to amend their Agreements with the City. All three (3) contractors shared the City's desire to amend our pre-position agreements for debris clearance, removal and disposal service needs.

Based on the early responses by T.F.R. Enterprises, Inc. and DRC Emergency Services, LLC, City of Norman legal counsel prepared Amendment No. 1 to each of the respective December 22, 2009 pre-position agreements. T.F.R. Enterprises, Inc. and DRC Emergency Services, LLC have each provided to the City's Public Works Department-Engineering Division signed counterparts of Amendment No. 1 to their respective pre-position agreements with the City of Norman to extend the term of the agreements by one (1) year under the conditions of the original agreements. Additionally, T.F.R. Enterprises, Inc. and DRC Emergency Services, LLC have provided written notice to the City that they are willing to honor the terms of their original December 22, 2009 pre-position agreements for a period of ninety (90) days beyond the effective term of their current agreement to allow the City to take formal action on Amendment No. 1.

Crowder Disaster Recovery, while sharing a mutual desire to continue a contractual relationship with the City of Norman for debris clearance, removal and disposal services, has submitted a proposal which includes the addition of a separate deployment charge and unit price adjustments in excess of the 2.9% - 3.1% average increase of the Construction Cost Index over the last 12 months. Unfortunately, both of these conditions are beyond the City's ability to consider in light of the extension and amendment provisions of the City's December 22, 2009 pre-position agreement.

RECOMMENDATION: Staff recommends approval of Amendment No. 1 to Contract No. K-0910-125 "Pre-Position Agreement for Disaster Debris Management" with DRC Emergency Services, LLC. If approved, the contract will be extended for one additional year or until December 21, 2013.

ATTACHMENT A

CONTRACT NO. K0910-125

ITEM DESCRIPTION	Quantity	Bid Unit/Extended Price
Debris Removal	536,000 cy	$4.20/cy = $2,251,200
Limb Removal per Tree	23,250 trees	$70.00/tree = $1,627,500
Grinding	536,000 cy	$1.10/cy = $589,600
Final Haul Out	130,800	$3.80/cy = $497,040
		Total = $4,965,340

ATTACHMENT B

DRC Emergency Services, LLC

CONTRACT NO. K0910-125

Event	Date	Final Contract Amount	City Share
Tornado	May 10, 2010	$245,792.77	$30,724.11
Microburst	June 14, 2011	$144,185.05	$144,185.05 [1]
Tornado	April 13, 2012	$408,073.29	$408,073.29 [1]

[1] This storm event did not receive a Presidential Disaster Declaration. Therefore, federal and state reimbursements were not authorized.

The City of
NORMAN

PUBLIC WORKS DEPARTMENT

201 West Gray, Bldg. A • P.O. Box 370
Norman, Oklahoma 73069 • 73070

ENGINEERING DIVISION
Phone 405.366.5452
Fax 405.366.5418

December 28, 2012

Ms. April Callaway, Senior Contracts Manager
DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608

Re: City of Norman/ DRC Emergency Services, LLC - Contract No. K-0910-125
Pre-Position Agreement for Disaster Debris Management

Dear Ms. Callaway:

As you know, the December 22, 2009 "*Pre-Position Agreement for Disaster Debris Management*" between the City of Norman and DRC Emergency Services provides for an initial effective term of 3 years with the option to extend the Agreement for two additional one-year periods. This letter shall serve to notify you and DRC Emergency Services of the City of Norman's intent and desire to consider, negotiate, and formalize a 1-year extension to the Agreement.

The City of Norman would very much appreciate your written response to this letter indicating that DRC Emergency Services shares the City's desire in continuing our contractual relationship to facilitate and ensure the City's readiness to respond to an event that results in debris clearance, removal and disposal service needs that exceed our local capacity.

Additionally, since we now find ourselves beyond the initial effective term of our December 22, 2009 Agreement, please include in your response letter a statement indicating DRC Emergency Services' willingness to honor the terms of the Agreement for a period up to 90 days beyond the effective term of our current Agreement. Such a statement by DRC Emergency Services will provide an informal assurance that disaster services will be available to the City of Norman should a disaster occur prior to the City Council taking formal action to extend the Agreement.

Thank you in advance for your timely consideration and response in this matter. Please feel free to contact me at (405) 366-5350 or Rick Schlechter of my staff at (405) 366-5455 with any questions or comments you may have.

Sincerely,
City of Norman

Scott E. Sturtz, PE
City Engineer

DRC EMERGENCY SERVICES

740 Museum Drive • Mobile, Alabama 36608
1-888-721-4372 • 1-251-343-3581 • FAX 1-251-343-5554

January 7, 2013

Mr. Scott Sturtz, PE
City Engineer
City of Norman
201 West Gray, Building A
Norman, Oklahoma 76069

Re: Contract No K-0910-125 Pre-Position Agreement for Disaster Debris Management

Dear Mr. Sturtz:

I am in receipt of your letter dated December 28, 2012, with your intent and desire to formalize a one (1) year extension to the above mentioned agreement. DRC Emergency Services, LLC (DRCES) shares the City's desire to continue our contractual relationship for debris clearance, removal and disposal service needs.

DRC ES is willing to honor the terms of the agreement for a period of ninety (90) days beyond the effective term of the current contract.

Please feel free to contact me with any questions or concerns (251.423.1158 cell or acallaway@drcusa.com). I look forward to working with you and the City of Norman.

Sincerely,

April R. Callaway
Senior Contracts Manager

RECEIVED
JAN 15 2013
PW/Administration

AMENDMENT NO. 1 TO CONTRACT NO. K-0910-125

This Amendment No. 1 to Contract No. K-0910-125 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter referred to as CITY) and DRC Emergency Services, LLC ~~(hereinafter~~ referred to as CONTRACTOR).

WITNESSETH:

The parties agreed to Contract No. K-0910-125 on December 22, 2009, a pre-positioned or "stand-by" agreement that obligated CONTRACTOR to provide certain debris clean-up and removal services on an as-needed basis;

Contract No. K-0910-125 was effective for a three-year term ending December 21, 2012 but provided for two optional one-year extensions;

The parties desire to extend the contract for an additional one-year period.

The parties agree as follows:

Term of the Contract

That Contract No. K-0910-125 shall be extended for an additional one year term, said term commencing on December 22, 2012.

Compensation

CITY shall pay CONTRACTOR in accordance with the Hourly Equipment and Labor Price Schedule and the Unit Rate Price Schedule included with CONTRACTOR'S response and incorporated into Contract No. K-0910-125.

All other terms of Contract No. K-0910-125 shall remain in full force and effect.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement.

Dated this _____ day of _____, 2013.

CITY OF NORMAN, OKLAHOMA

By: _____
Mayor Cindy S. Rosenthal

ATTEST:

By: _____
Brenda Hall, City Clerk

Approved as to form and legality this 1 day of March, 2013.

_____
City Attorney

CONTRACTOR DRC Emergency Services, LLC

By: _____

Name: Cary A. Des Roches

Title: Secretary / Treasurer

ATTEST:

By: _____

Title: Senior Contracts Manager

Pre-Position Agreement for Disaster Debris Management

This AGREEMENT is between City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as CITY) and DRC EMERGENCY SERVICES, (hereinafter referred to as CONTRACTOR).

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the CITY hereby contracts for certain services, and CONTRACTOR is prepared to provide such services as are agreed to in this document.

The parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE.

The effective date of this AGREEMENT shall be December 22, 2009. The Agreement shall remain in effect for a three (3) year period, with the option to extend the AGREEMENT for two additional one-year periods upon mutual agreement of the parties, unless otherwise terminated as provided herein. Activation of this agreement shall be based on a Notice to Proceed (NTP) issued by the Mayor of the City of Norman.

ARTICLE 2 – NATURE OF AGREEMENT.

It is agreed and understood between the parties hereto that this is a pre-positioned or "standby" AGREEMENT. As such, there is no value associated with this AGREEMENT and actual quantities will vary based on the applicable disaster type and scope.

ARTICLE 3 - SERVICES TO BE PERFORMED.

CONTRACTOR shall perform the services as stated in the Request for Bid of Contractual Services for Disaster Debris Clearance and Removal Services (the "Request for Bid") and the CONTRACTOR'S Response attached hereto and incorporated by reference as part of this AGREEMENT, and as may be specifically authorized by the CITY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, estimated completion date, and other pertinent details of the task being authorized.

ARTICLE 4 – COMPENSATION

CITY shall pay CONTRACTOR in accordance with the Hourly Equipment and Labor Price Schedule and Unit Rate Price Schedule included with CONTRACTOR'S Response, which is attached hereto and incorporated by reference as part of this AGREEMENT.

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered in accordance with the attached Request for Bid. Invoices must reference the Task Order number. CONTRACTOR shall submit invoices on a regular basis and in no instance, for more than a thirty (30) day period. CONTRACTOR shall be paid within twenty (20) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 10 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

Payment of CONTRACTOR by CITY is not contingent upon the CITY being reimbursed by any Federal or State agency. Payment to CONTRACTOR will be made for any work directed by the CITY.

In order for both parties to this AGREEMENT to close their books and records, CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR'S final/last billing to the CITY.

ARTICLE 5- INSURANCE

CONTRACTOR shall maintain insurance limits in accordance with the Request for Bid. CONTRACTOR shall provide CITY six (6) original Certificates of Insurance evidencing such coverage prior to execution of this Agreement and again within twenty-four hours of receiving a Notice to Proceed under this Agreement.

ARTICLE 6 – SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this AGREEMENT shall survive.

ARTICLE 7 – INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and save harmless the CITY, its officers, agents and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of or resulting from the performance of the work, caused by any act or omission of CONTRACTOR, any subcontractor, and anyone for whose acts any of them may be liable.

ARTICLE 8 – RELATIONSHIP OF PARTIES.

The CONTRACTOR shall operate as an independent contractor, and the CITY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for Federal or State tax, unemployment, or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, no payroll tax of any kind shall be withheld or paid by the CITY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The CONTRACTOR shall not be

treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participating in, any employee pension, health, or other fringe benefit plan of the CITY. The CITY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing. The CONTRACTOR shall comply with all federal, state, and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The CONTRACTOR shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement.

ARTICLE 9 – CITY'S RESPONSIBILITIES

CITY shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the CITY to assist CONTRACTOR in completing any assigned tasks. CITY is responsible for assisting in obtaining any permits for CONTRACTOR to complete any Task Order assigned.

ARTICLE 10 – TERMINATION OF AGREEMENT

This AGREEMENT may be terminated in accordance with the terms set forth in the Request for Bid and fully incorporated by reference herein.

ARTICLE 11 – NON-DISCRIMINATION

CONTRACTOR shall treat all of its employees equally without regard to race, color, religion, gender, age or national origin.

ARTICLE 12 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

ARTICLE 13 - ENTIRETY OF AGREEMENT

The CITY and CONTRACTOR agree that this AGREEMENT, including the Request for Bid and CONTRACTOR's response to said request incorporated by reference and attached hereto, sets forth the entire AGREEMENT between the parties, and that there are no promises or

understandings other than those state herein. This AGREEMENT supersedes all prior contracts, representations, negotiations, letters or other communications between the CITY and CONTRACTOR pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this AGREEMENT may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 14 – MODIFICATION

The AGREEMENT may be modified in writing by Amendment executed by both CITY and CONTRACTOR.

ARTICLE 15 – SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR bind themselves and their partners, successors, assigns and legal representatives to this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT without the express written approval of the CITY.

ARTICLE 16 – NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To CITY	CITY OF NORMAN, OKLAHOMA P.O. Box 370 Norman, Oklahoma 73070 (Attn: Bob Hanger)
As To CONTRACTOR	ROBERT J. ISAKSON DRC EMERGENCY SERVICES, LLC 740 MUSEUM DRIVE MOBILE, AL 36608

ARTICLE 17 – GOVERNING LAW.

The parties agree that this Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 18 – BOND

Upon issuance of a Notice to Proceed or Task Order, CONTRACTOR will provide such bonds as described in the Request for Bid attached hereto.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this AGREEMENT.

DATED this 22nd day of December, 2009

CITY OF NORMAN, OKLAHOMA

By: _____

Mayor Cindy Rosenthal

ATTEST:

By: _____

Brenda Hall, City Clerk

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

Approved as to form and legality this 30 day of December, 2009.

_____

City Attorney

CONTRACTOR

By: _____

Name: Robert J. Isakson

Title: Managing Director

ATTEST:

By: _____

Title: Asst. Secretary

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Bid and any other documents accompanying or make a part of this Request for Bid.

I hereby propose to perform the following prices as specified in this Request for Bid No. 0000-00 at the rates described on **SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE and SCHEDULE 2 – UNIT RATE PRICE SCHEDULE.** I understand that all debris quantities listed in "SCHEDULE 2 – UNIT RATE PROCE SCHEDULE" are estimates only and actual totals will be based on post event analysis.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid for the same product or service; no officer employee or agent of the City of Norman or any other proposer is interested in said Bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the Board of City Commissioners reserves the right to reject any or all Bids.

DRC Emergency Services, LLC
NAME OF FIRM

AUTHORIZED SIGNATURE

Chuck Prieur - Senior Vice President of Construction and Engineering
NAME & TITLE, TYPED OR PRINTED

740 Museum Drive
MAILING ADDRESS

Mobile, AL 36608
City, STATE, ZIP CODE

Federal Tax ID: 63-1283729

Phone: 251-343-3581

Fax: 251-343-5554

Email: cprieur@drcusa.com

Subscribed and sworn to before me this 9th day of November, 2009

Notary Public Erika Hunt

My Commission expires: 3·29·10

(SEAL)

ERIKA HUNT
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 03-29-2010

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type – Ref. to Section No. 24.1 of RFB	**Hourly Equipment Rate**
Bobcat Loader	85.00
Bucket Truck w/Operator	140.00
Crash Truck w/Impact Attenuator	75.00
Dozer, Tracked, D5 or similar	140.00
Dozer, Tracked, D6 or similar	170.00
Dozer, Tracked, D7 or similar	195.00
Dozer, Tracked, D8 or similar	240.00
Dump Truck, 18 CY-20 CY	65.00
Dump Truck, 21 CY-30 CY	90.00
Generator and Lighting	25.00
Grader w/12' Blade	170.00
Hydraulic Excavator, 1.5 CY	160.00
Hydraulic Excavator, 2.5 CY	170.00
Knuckleboom Loader	140.00
Lowboy Trailer w/Tractor	90.00
Mobile Crane (Adequate for hanging limbs/leaning trees)	225.00
Pickup Truck, .5 Ton	35.00
Truck, Flatbed	50.00
Water Truck	85.00
Wheel Loader, 2.5 CY, 950 or similar	160.00
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	175.00
Wheel Loader, 4.5 CY, 980 or similar	195.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	~~225.00~~ 125.00
Other – Please List	

Labor Category	**Hourly Labor Rate**
Operations Manager w/Cell Phone and Pickup	75.00
Crew Foreman w/Cell Phone and Pickup	65.00
Tree Climber/Chainsaw	140.00
Laborer w/Chain Saw	42.00
Laborer w/small tools, traffic control, or flagperson	42.00

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE Reference to Section 24 of RFB			
25.2 ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transport of vegetative debris on the ROW to a City approved DMS of other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	5.42	536,000	2,905,120.00
25.3 ROW C&D Debris Removal (Collect & Haul) Work consists of collection and transport of C&D debris on the ROW to a City approved DMS of other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	5.82	80,000	465,600.00
25.4 Private Property Vegetative Debris Removal Work consists of collection and transport of vegetative debris on the private property to a City approved DMS of other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	5.42	60,606	328,484.52
25.5 Private Property C&D Debris Removal Work consists of collection and transport of C&D debris on private property to a City approved DMS of other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	5.82	37,600	218,832.00
25.6 City Parks and Other City Property Vegetative Debris Removal Work consists of collection and transport of vegetative debris in City parks or other City property to a City approved DMS of other designated disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	5.42	100,000	542,000.00
25.7 Removal of Hazardous Leaning Trees and Hanging Limbs in City Parks and Other City Property Work consists of removing hazardous leaning trees or hanging limbs from City parks or other City property.	$ Per Tree	Estimated Tree Total	Total
6 inch to 11.99 inch diameter	40.00	300	12,000.00
12 inch to 23.99 inch diameter	100.00	200	20,000.00
24 inch to 35.99 inch diameter	250.00	100	25,000.00
36 inch to 47.99 inch diameter	400.00	20	8,000.00
48 inch and larger diameter	700.00	10	7,000.00
	$ Per Tree	Estimated Tree Total	Total
Hangers greater than two (2') inches in diameter	62.00	2,660	164,920.00
25.8 Removal of Hazardous Stumps from City Parks and Other Public Property Work consists of removing hazardous stumps and placing them on the ground for haul-off.	$ Per Unit	Estimated Units	Total
24 inch to 35.99 inch diameter	200.00	50	10,000.00
36 inch to 47.99 inch diameter	300.00	30	9,000.00
48 inch and larger diameter	400.00	10	4,000.00
25.9 DMS Management and Operation Work consists of all labor, equipment, fuel and miscellaneous costs necessary to manage and operate a DMS on an inbound debris basis.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	1.62	536,000	868,320.00
25.10 Chipping (Reduction of Storm Generated Debris) Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by chipping.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	1.24	653,600	810,464.00
25.11 Haul-out of Reduced Debris to Final Disposal Site Work consists of collection and transport of reduced debris from a DMS to a City approved final disposal facility.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	2.96	130,800	387,168.00

25.12 Removal of ROW Hazardous Leaning Trees and Hanging Limbs Work consists of removing hazardous leaning trees or hanging limbs and placing them on the ROW for haul-off.	$ Per Tree	Estimated Tree Total	Total
6 inch to 11.99 inch diameter	20.00	500	10,000.00
12 inch to 23.99 inch diameter	110.00	300	33,000.00
24 inch to 35.99 inch diameter	200.00	200	40,000.00
36 inch to 47.99 inch diameter	395.00	10	3,950.00
48 inch and larger diameter	550.00	5	2,750.00
	$ Per Tree	Estimated Tree Total	Total
Hangers greater than two (2') inches in diameter	40.00	23,250	930,000.00
25.13 Removal of Hazardous Stumps from City ROW Work consists of removing hazardous stumps and placing them on the ROW for haul-off.	$ Per Unit	Estimated Units	Total
24 inch to 35.99 inch diameter	250.00	50	12,500.00
36 inch to 47.99 inch diameter	350.00	30	10,500.00
48 inch and larger diameter	550.00	10	5,500.00
25.14 Household Hazardous Waste Removal Transport and Disposal Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of HHW.	$ Per Pound	Estimated Pounds	Total
	3.96	100,000	396,000.00
25.15 Canals and Waterways Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of debris from City canals and waterways.	$ Per Cubic Yard	Estimated Cubic Yards	Total
	62.00	5,000	310,000.00
25.16 Abandoned Vehicle Removal Work consists of the removal of abandoned vehicles in areas identified and approved by the City and subsequently transported to a City approved staging area.	$ Per Unit	Estimated Units	Total
	125.00	100	12,500.00
25.17 Animal Carcass Removal and Disposal Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of Animal Carcasses.	$ Per Pound	Estimated Pounds	Total
	5.95	1000	5,950.00
25.18 ROW White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of White Goods.	$ Per Unit	Estimated Units	Total
	40.00	1000	40,000.00
25.19 Freon Removal Work Consists of the recovery and disposal of refrigerants from items containing Freon.	$ Per Unit	Estimated Units	Total
	35.00	750	26,250.00
Total Estimated Contract Price		$ 8,623,808.52	

**Cradle to grave pricing for vegetative, stump and tree removal and disposal are encouraged and may be included by the Contractor for consideration by the City. If alternative pricing is included, the Contractor must specify which unit rate scope items are included. All estimates are derived using the Norman, Oklahoma Disaster Debris Management Plan. Estimates are calculated using a moderate disaster model and should not be considered actual totals. It is assumed that all portions of the above rate schedule may be necessary during debris removal and clearance operations.

City of Norman, OK

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

Master

File Number: K-1213-167

File ID:	K-1213-167	**Type:**	Contract	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 23	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$53,850.00	**File Created:**	02/26/2013
File Name:	K-1213-167 for Fleet Management Analysis Services			**Final Action:**	

Title: CONTRACT NO. K-1213-167: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MERCURY ASSOCIATES, INC., IN THE AMOUNT OF $53,580 TO PROVIDE FLEET MANAGEMENT SERVICE ANALYSIS FOR THE CITY OF NORMAN AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-167 with Mercury Associates, Inc., in the amount of $53,580; and, if approved, authorize the execution thereof and appropriate $53,580 from Maintenance and Repair Services Excess (010-1010-413.42-98) to Project No. TC0022, Fleet Management Consulting Services, Professional Services/Consultant - Mgmt Services (010-1093-413.40-01).

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 23

Attachments: Text File K-1213-167, K-1213-167, PR Mercury

Project Manager: Mike White, Fleet Maintenance Superintendent

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-1213-167

Body

BACKGROUND: The City of Norman owns and operates a fleet of 855 vehicles and equipment with an annual operating cost of $5 million. The average age of the fleet is 9.9 years. Fewer than 30 vehicles are being replaced each year.

After conducting an internal management audit in FYE 2012 of the Fleet Management Division of Public Works, the Management Team recommended a full review of the City's current fleet management operation. The City desires a modern fleet management operation that provides superior customer service, the most competitive pricing possible, and utilization of best management practices and techniques. Some of the current concerns include:

Excessive age of the fleet
Fleet Maintenance staff shortages

Increasing operating costs
Diminished vehicle replacement program
Rising fuel costs
Effective fleet utilization

On January 11, 2013, proposals were opened on Request for Proposal No. 1213-61 for Fleet Management Analysis Services. A Request for Proposal was sent to multiple fleet management consulting firms and there were three responses:

Chatham Consulting, Inc., Chatham, N.J.
Fleet Consulting Services, Inc., Mesa, AZ
Mercury Associates, Inc., Overland Park, Kansas.

The chosen consulting firm is expected to evaluate all aspects of the City's fleet operation and assess its overall effectiveness. They will also be responsible for identifying where "Best Fleet Practices" are being used, and offer suggestions on achieving better results.

A Selection Committee was formed to review the three (3) proposals. The committee was comprised of Shawn O'Leary, Director of Public Works; Mike White, Fleet Superintendent; Matt Phillips, Fleet Supervisor; Leon Fourcade, Fleet Services Administrator for the University of Oklahoma; and Joe Lytle, Fleet Supervisor for Oklahoma Natural Gas. The Selection Committee met on January 18, 2013, to rank proposals. The Selection Committee recommended in-person interviews of all three firms. Interviews were conducted by the Selection Committee on January 28, 2013, including Chatham Consulting, Inc., Chatham, N.J.; Fleet Consulting Services, Inc., Mesa, AZ; and Mercury Associates, Inc., Overland Park, Kansas. The committee unanimously selected Mercury Associates, Inc. as the most qualified firm for this project.

Mercury Associates, Inc. has submitted the following scope of work with a fee of $53,580:

1. Initiate and manage the project.
2. Collect and analyze fleet cost and performance data - scrutinizing the condition, utilization, cost, and other performance attributes of both the vehicles and equipment in the fleet and the practices that the organization uses to manage and maintain them.
3. Evaluate fleet management practices.
4. Review vehicle and equipment specifications.
5. Conduct life cycle analysis assessing the appropriateness of the intervals at which the City replaces various types of both vehicles and equipment in the fleet.
6. Develop Project Report and Recommendations

After receiving all requested materials and data, Mercury Associates, Inc. has estimated a completion time of sixteen weeks from the Notice to Proceed, or approximately July 15, 2013. Staff anticipates using the findings of this analysis in the preparation of the FYE 2015 Budget as well as other operational changes in 2013 and 2014.

RECOMMENDATION No. 1: It is recommended that City Council approve Contract No. K-1213-167 with Mercury Associates, Inc. in the amount of $53,580.

RECOMMENDATION No. 2: It is recommended that an appropriation be made of $53,580 from the City Manager's Special Services Excess (Account No. 010-1010-413.42-98) to the City Manager Special Studies Consultant (Account No. 010-1093-413.40-01). This is Project No. TC0022.

PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Professional Consulting Services Agreement (the "Agreement") is made this day of , **2013**, by and between the **City of Norman, Oklahoma** (hereinafter referred to as "Client"), with an address of **201 West Gray, Bldg. A, Norman, OK 73069** and MERCURY ASSOCIATES, INC., a Maryland corporation (hereinafter referred to as "Consultant"), with an address of 16051 Comprint Circle, Gaithersburg, MD 20877.

In consideration of the mutual promises contained herein, the parties agree as follows.

1. **SERVICES**: Consultant shall perform the services ("Services") described in its proposal to the Client dated **February 11, 2013** ("Proposal") attached hereto as Exhibit A and incorporated herein by this reference. Consultant shall perform the Services in a professional and expeditious manner in accordance with the Proposal; or as otherwise agreed by Client and Consultant in writing.

2. **TERM**: Consultant shall commence Services on or about **March 12, 2013.** This Agreement shall remain in effect until such time as the Services described in Exhibit A and any amendments thereto are completed in accordance with the specifications and descriptions set forth in the Proposal to the reasonable satisfaction of the Client.

3. **COMPENSATION AND PAYMENT**: In consideration of Consultant's performance of Services hereunder, Client shall pay to Consultant a fixed fee of **$53,580** for the Services, which amount includes all anticipated out-of-pocket expenses. All charges for Services hereunder are exclusive of any taxes and Client shall be responsible for paying any taxes levied on such Services, other than taxes on Consultant's income.

Consultant shall invoice for Services on a monthly basis, identifying the percentage of each work plan task described in the Proposal completed in the prior

month, and Client shall pay all invoices within thirty (30) days of its receipt of these invoices.

4. **PERSONNEL**: Consultant represents that it has, or will secure at its own expense, all personnel necessary to perform the Services required under this Agreement. All of the Services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be qualified to do so. Consultant reserves the right to subcontract for Services hereunder. The personnel scheduled to perform Services hereunder are listed in the Proposal.

5. **INDEPENDENT CONTRACTOR.** Client and Consultant are, and intend to remain, independent contractors and this Agreement shall not be construed to create any joint venture, partnership, business organization or employer-employee relationship. Under no circumstances shall Consultant or any of its employees or subcontractors be deemed an employee of Client. Except as specifically authorized by Client in writing, Consultant shall have no authority to act on behalf of or to bind Client.

6. **CONSULTANT COVENANTS.**

6.1 Services Warranty. Consultant warrants that all Services to be performed hereunder shall be performed in accordance with the professional standards in the automotive fleet consulting field in the United States. Consultant warrants and represents that Consultant owns or has a license to any intellectual property included in any deliverables or work product produced hereunder and has all rights necessary to deliver and license such materials to Client. Consultant shall comply with all applicable laws, ordinances, rules, regulations and statutes or any governmental agency bearing on its performance of Services hereunder. EXCEPT FOR THE FOREGOING WARRANTIES, CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.2 Insurance. Consultant has general liability, professional liability, automotive liability and workers' compensation insurance which cover the Services to be provided hereunder. Upon Client's request, Consultant shall provide a certificate of insurance prior to commencement of the engagement evidencing such insurance coverage.

7. **CLIENT COVENANTS.**

7.1 Cooperation. Client shall cooperate with Consultant in Consultant's performance of Services, and shall provide timely and expeditious access to Client's facilities, personnel and information and data as may be reasonably necessary for Consultant to complete the Services hereunder.

7.2 Information. Client represents and warrants that all information and data provided by Client to Consultant hereunder is accurate, timely and complete and shall indemnify and hold harmless Consultant from any liability for any breach of this representation and warranty.

8. **OWNERSHIP OF DELIVERABLES.** Consultant shall deliver to the Client all deliverables required to be submitted consistent with the Proposal attached as Exhibit A. All deliverables shall be the property of Client, except to the extent such deliverables contain any "Consultant Intellectual Property" as defined in Section 9 below, which Consultant Intellectual Property shall remain the exclusive property of Consultant and shall be licensed to Client for Client's authorized use, but not for resale or transfer to third parties without Consultant's prior written consent. All working papers shall remain the property of Consultant. Consultant shall maintain its working papers for a period of three (3) years from the date of execution of this Agreement.

9. **CONFIDENTIALITY; PROPRIETARY INFORMATION.** The parties acknowledge that it will be necessary for each of them to disclose or make available to the other information and material that is confidential, proprietary and/or a trade secret of such party ("Confidential Information"). Confidential Information shall include, but not

be limited to, a party's products, software, financial information, business and marketing plans, customers and prospects, business methods and methodologies. Both during and after the Term of this Agreement, each of the parties agrees to use its best efforts to protect the Confidential Information of the other from unauthorized use or disclosure and to use and reproduce the Confidential Information of the other only as permitted under this Agreement and only as needed to perform its duties hereunder. Each party further covenants and agrees that neither it nor its employees, subcontractors or agents will, directly or indirectly, use any of the other's Confidential Information for its or their own use or the use by any third party. Further, Client acknowledges that Consultant has developed and created its software, business methods and methodologies, business expertise, industry research and client and supplier lists (collectively, "Consultant Intellectual Property"). To the extent Consultant incorporates any of its Consultant Intellectual Property in any deliverables or otherwise discloses any of its Consultant Intellectual Property to Client, such Consultant Intellectual Property shall remain the exclusive property of Consultant and Consultant shall grant a non-exclusive, paid-up right and license to Client for the specific use contemplated hereunder and not for resale or transfer to any third party without Consultant's prior written consent. Each party acknowledges that any breach of their respective obligations and duties under this Section 9 will cause the other party irreparable harm for which monetary damages alone are not sufficient and the non-breaching party shall be entitled to seek all of its remedies at law and in equity, including injunctive relief without the necessity of posting a bond or other security.

10. **INDEMNIFICATION**: Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence or willful misconduct and the negligence or willful misconduct of its respective agents, officers and employees. Further, Consultant shall indemnify and hold Client harmless

from and against any claims, demands, actions, damages, liabilities, expenses and fees (including reasonable attorneys' fees and costs) arising from a claim that any deliverable or work product produced by Consultant hereunder infringes any United States patent or copyright. Except to the extent of Consultant's indemnity above, Client shall defend, indemnify and hold Consultant, its directors, officers, employees and agents, harmless from and against any claims, demands, actions, damages, liabilities, expenses and fees (including reasonable attorneys' fees and costs) arising from or connected with any claim by third parties which are related in any way to the Client's use or implementation of Consultant's deliverables, recommendations and findings.

11. **LIMITATION OF LIABILITY.** Neither party shall be liable for any special, indirect, incidental or consequential damages arising from or related to this Agreement, including, without limitation, loss of use, loss of data, loss of revenues or profits, or failure to realize savings or other benefits, even if the party has been advised of the possibility of such damages.

12. **TERMINATION.** Either party may terminate this Agreement by written notice to the other party upon the breach of any material term or condition of this Agreement by the other party if the such breaching party fails to substantially cure such breach within thirty (30) days of its receipt of written notice of such breach.. In the event of such termination, Client shall pay to Consultant for all Services performed and expenses incurred through the effective date of termination. After such termination, Consultant shall provide a final invoice to Client and Client shall pay such invoice within thirty (30) days of its receipt.

13. **FORCE MAJEURE.** Neither party shall be in default of any of its obligations hereunder by reason of any delay in or failure of such party's performance under this Agreement if such delay or failure results, either directly or indirectly, from acts of God, fire, flood, earthquake, strike or labor unrest, acts of war, acts of governmental agencies or other causes beyond such party's reasonable control. In the event either party's

performance is delayed by force majeure hereunder, such party shall be excused from such performance until the cause of the force majeure is removed and the affected party can perform its obligations hereunder.

14. **GENERAL.**

14.1 Assignment. Neither party may assign or delegate any of its rights, duties or obligations hereunder (except for permissible subcontract of specific Services by Consultant) without the prior written consent of the other party; provided, however, that either party may assign, convey or transfer its interest, rights and duties in this Agreement to an affiliated or parent company which succeeds to substantially all of the business of such party.

14.2 Notices. All written notices, demands or requests of any kind which either party may be required or may desire to serve on the other in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail or air freight services that provide proof of delivery. Any such notice or demand so served by registered or certified mail shall be deposited in the United States mail with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to Consultant: Mercury Associates, Inc.
16051 Comprint Circle
Gaithersburg, MD 20877
Attention: Paul Lauria, President

If to Client: Attention: Mike White
Fleet Superintendent
City of Norman
1301 Da Vinci
Norman, OK 73069

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s)

to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be served to comply with service of notice on a party (are required to be served to comply with service of notice).

14.3 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, they are, to that extent deemed omitted. The rest of this Agreement shall remain in full force and effect.

14.4 Waiver. The waiver of either Consultant or Client of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Consultant or Client.

14.5 Third Parties. The Client and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

14.6 Governing Law; Remedies. This Agreement shall be construed and interpreted pursuant to the laws, but not the rules related to choice of law, of the State of Oklahoma. No remedy provided hereunder is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity.

14.7 Entire Agreement. This Agreement, including any Exhibits referenced herein and attached hereto, is the complete and exclusive agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, promises, proposals, representations and warranties, oral or written with respect to the same subject matter. Any change, alteration or modification to this Agreement must be in writing and signed by both the Client and the Consultant.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the respective dates set forth below.

CONSULTANT:

MERCURY ASSOCIATES, INC.

By: Paul T Lauria

Paul T. Lauria, President

Date: 2/22/13

CLIENT:

CITY OF NORMAN

Approved as to form and legality this 5 day of March, 2013

City Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 20___.

ATTEST:

_____ _____

City Clerk Mayor

EXHIBIT A

Scope of Work

Scope of Work

FLEET MANAGEMENT CONSULTING SERVICES

RFP No. 1213-61

For the City of Norman

February 11, 2013

MERCURY ASSOCIATES, INC.

MERCURY

MERCURY

February 11, 2013

Mr. Mike White
Fleet Superintendent
City of Norman
1301 Da Vinci
Norman, Oklahoma 73069-6560

Dear Mr. White:

Mercury Associates, Inc. is pleased to submit this Scope of Work for the City's review of the fleet management operation. If you have any questions or would like to discuss in more detail please contact me at 913-568-5837 or tyankovich@mercury-assoc.com. We look forward to working with you and the City.

Regards,

Tony Yankovich
Senior Manager

Mercury Associates, Inc. • www.mercury-assoc.com
16051 Comprint Circle Gaithersburg, MD 20877 • 301 519 0535 phone • 301 519 0536 fax

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INTRODUCTION

Mercury's approach to conducting this study for the City of Norman will be highly *inclusive*, *interactive*, and *results oriented*. Whether we are conducting a comprehensive review of a fleet operation or a tightly focused analysis of a single issue or problem, our ultimate goal as management consultants is for our clients to implement our recommendations. This requires that the organizations with which we work not only understand the analytical results and reasoning behind these recommendations, but actually *take ownership* of proposed organizational, business process, and other changes. This requires, in turn, that we work closely with various stakeholder groups in the City of Norman from the outset of the study.

We have developed the following proposed Scope of Work for the review of the City's fleet management program. Additional information on our firm's qualification and experience is provided in the original proposal.

WORK PLAN

Mercury makes a focused effort to understand the project goals and objectives of each client that we serve. Each organization has unique challenges and obstacles that need to be considered as we evaluate the fleet operation and develop improvement strategies. Following is our proposed work plan to conduct a comprehensive study for the City.

Task 1: Initiate and Manage the Project

We will participate in a project kick-off meeting to introduce the key members of the City and Mercury Associates project teams to one another and to confirm both parties' understanding of key study parameters such as scope, deliverables, and timelines. We recommend that specific agenda items for this meeting include the following:

- Introductions of team members and discussion of specific roles and responsibilities on the project;
- Review and discussion of the project approach, methodologies, work plan, deliverables, schedules, and critical success factors;
- Review and discussion of a draft information request, which we will prepare and submit beforehand;
- Establishment of agreement on project progress reporting frequency and format;
- Determination of project logistical procedures, including points of contact; protocols for scheduling meetings, arranging site visits, setting up focus group sessions, etc.; work space for Mercury team members when in Norman; and
- Resolution of any other outstanding contractual or administrative matters relating to the conduct of the study.

Task 2: Collect and Analyze Fleet Cost and Performance Data

During the project kick-off meeting, we will review a draft information request with the project manager which identifies the quantitative data and documentary material pertaining to the City's fleet and fleet management practices that we would like to obtain to conduct our evaluation. We will submit this request approximately one week prior to the kick-off meeting. We will then use the quantitative information collected via this request to analyze the condition, utilization, cost, and other performance attributes of both the vehicles and equipment in the fleet and the practices that the organization uses to manage and maintain them.

The information request will be organized by functional area of vehicle and enterprise management covered in the study, e.g., Vehicle Acquisition, Fleet Utilization Management, Vehicle Maintenance, Parts Management, Fuel Management, Financial Management, Information Management, Customer Relationship Management, etc. It will be written in the form of a checklist that the City can fill out and return along with available data and documents. This way, we will have a clear record of what types of information were – or were not – available for our use in conducting the study.

Since we are intimately familiar with the *FASTER* fleet management information system we can extract much of the required data from the system directly using one of our consultants (that formerly implemented the *FASTER* system and trained users on its use and application) to relive the City fleet staff of some of the burden of collecting the required data for this study. Our team will require access and appropriate rights to the system and/or a copy of a recent database backup.

Examples of the quantitative data we will request include:

- A fleet inventory containing information such as the following on each vehicle/piece of equipment: year, make, model, serial number (VIN), license plate number class code, user agency name and code, vehicle in-service date, original purchase price, life-to-date maintenance and repair cost, current meter reading, utilization during a recent 12-month period, maintenance and repair costs during a recent 12-month period (broken out by labor, parts, and subcontractor charges), type of fuel used, and gallons (or gallon equivalents) of fuel consumed in a recent 12-month period.
- A mechanic roster showing, by mechanic, hours charged to work orders, overtime hours worked, hours of training received, and hours of paid leave, all in a recent 12-month period; and current certifications held; and
- The dollar value of parts in inventory, of parts issued from stock in a recent 12-month period; and of parts purchased on an as-needed basis (direct buys) in the same period.

We realize that some of the quantitative data we will request may not be readily available or may not be very reliable. Where it makes sense to expend extra effort to obtain critical information or to develop it from scratch, we will work with the City to do

so. We fully understand the importance of being able to back up findings and conclusions with hard numbers. However, we do not believe in analyzing data as an end in itself, and there will be certain areas in which data quality is such that the "juice" simply isn't worth the "squeeze"; that is, where the level of effort required to quantify certain things will not measurably add to our understanding of performance levels or savings opportunities.

The information request also will identify a wide array of documentary material that we would like to obtain that will assist us in developing an understanding of City ordinances, regulations, plans, policies, procedures, and practices in the fleet management area. Examples of the materials we will request include:

- City ordinances, administrative code sections, executive orders, and other documentation of fleet management responsibilities and authority;
- Fleet operating and capital budgets;
- Charge-back rate model, rate schedules, and YTD and two to three prior years' income statements and balance sheets (if applicable);
- Fleet organization charts and personnel rosters;
- Position descriptions;
- Fleet mission statement and annual reports;
- Policy and procedure statements;
- Commonly used recordkeeping forms and management reports;
- Sample customer invoices;
- Sample vehicle and parts purchase specifications, contracts, purchase orders, and vendor invoices; and
- Any previously prepared consulting or internal audit reports on fleet management practices.

We will use the quantitative data collected in this task to begin the process of analyzing fleet-related conditions, costs, and performance levels. Analysis results will help us identify specific fleet management activities in which opportunities for cost reduction and/or performance improvement appear to exist, which we can then scrutinize during the process mapping and evaluation tasks of the study. We will then calculate important fleet statistics such as the average age of the fleet and total vehicle equivalency units (VEUs).

Mercury Associates, Inc. maintains and constantly updates a database of VEU values for more than 600 vehicle and equipment classifications. The database includes the entire spectrum of vehicles and equipment found in a typical municipal fleet, from push mowers to aerial ladder fire apparatus. Each class is given a VEU value as it relates to that of a passenger sedan (rated at 1.0 VEU). A street sweeper, for example, may be

assigned a rating of 6.5 VEUs. A chain saw has a rating of 0.25 VEUs. A backhoe may be 4.5 VEUs. By statistically reducing a fleet to its equivalent in terms of sedans, we can make reasonable, standards-based comparisons with the fleet operations of other organizations.

A fleet of one hundred patrol cars,[1] rated at 2.5 VEUs each, constitutes a fleet of 250 VEUs. The number of mechanics/technicians required to maintain this fleet is more than those needed to maintain a fleet of 100 sedans, but far less than those needed to maintain a fleet of 100 dump trucks.

While other consultants use a similar concept (e.g., maintenance repair units) the difference is that we continually update our VEU values and we adjust them for each client that we work with to account for critical factors such as age of the fleet, operating conditions, etc. A few vehicles and equipment classifications and their associated VEUs are provided in the following table.

Sample Vehicle Equivalent Unit Values

Vehicle Classification	Sample	VEU Value
Sedan, mid-size, administrative use		1.0
Law enforcement sedan, full-size, "hot seat"[2]		2.5
Pickup truck, LD		1.5
Backhoe, MD		4.0
Street Sweeper, HD		6.5
Refuse Truck		8.0

Subject to the availability of reliable data, we will calculate statistics for the City's fleet for several key performance indicators (KPIs) of efficiency and effectiveness. We will

[1]For patrol cars, a VEU assignment of 2.5 is one of many used based on any number of different deployment characteristics and is used for illustrative purposes only. The same is true for dump trucks assigned 4.5 VEUs.
[2] Hot seat refers to a vehicle being utilized on more than a single shift per day.

interpret these statistics by comparing them against established industry standards, benchmarks or against internal benchmarks such as averages by vehicle, vehicle class, employee, facility, and agency.

Examples of the performance measures we will use in this task include the following:

- Average annual maintenance and repair cost per vehicle equivalent unit (VEU);
- Ratio of VEUs to mechanics;
- Preventive maintenance schedule compliance rate;
- Ratio of scheduled to unscheduled repairs;
- Vehicle availability percentage by vehicle class;
- Mechanic to supervisor ratio;
- Mechanic to parts worker ratio;
- Average annual mechanic productivity rate;
- Parts inventory turnover rate;
- Parts order fill rate;
- Average annual parts expenditures per VEU;
- Average vehicle age by class;
- Weighted average replacement cycles; and
- Vehicle replacement backlog as a percentage of average annual replacement cost.

The results of our analyses will be incorporated in the development of findings and recommendations in specific areas of fleet management practice identified in subsequent tasks.

Task 3: Evaluate Fleet Management Practices

In this task we will review and assess the soundness of the City's fleet management regulations, policies, procedures, and practices in all key functional areas of fleet management and operation. The results of this evaluation will serve as the foundation for developing specific recommendations for modifying or reengineering current organizational structures; staffing levels; facility requirements; and business processes so as to reduce the costs and/or improve the quality and effectiveness of both fleet management activities and the vehicles and equipment themselves that comprise the City's fleet.

Examples of the specific fleet management practices we may evaluate in this task are summarized the following table:

Vehicle Assignment

1. Vehicle assignment policy development
2. Vehicle business need definition
3. Vehicle provision alternatives analysis (e.g., rent v. own v. reimburse)
4. Take-home use management
5. Motor pool feasibility

Vehicle Acquisition and Disposal

6. Vehicle and equipment selection
7. Purchase contract establishment and management
8. Management of ad hoc purchases
9. Vehicle acceptance, preparation, and delivery
10. Commercial vehicle rental
11. Vehicle decommissioning
12. Used vehicle remarketing

Vehicle Operation Management

13. Driver/operator certification and record keeping
14. Driver/operator training
15. Pre-trip inspection and minor maintenance activities
16. Vehicle misuse/abuse management
17. Accident reporting and investigation
18. Fuel program management to include fuel budget comparisons to the extent that they are available and relevant

Assigned Vehicle Utilization Management

19. Establishment of utilization guidelines/criteria
20. Vehicle utilization data capture
21. Fleet utilization analysis and management reporting
22. Identification and investigation of utilization "anomalies"

Vehicle Maintenance and Repair

23. Preventive maintenance program development
24. Work planning and scheduling including shop operating hours and shifts
25. Defect reporting and service writing

26. Work estimation and work order assignment
27. Maintenance and repair service delivery
28. Mechanic supervision
29. Road call/roadside assistance provision
30. Vehicle field service management
31. Vehicle and component warranty management
32. Quality assurance
33. Fleet maintenance facility configuration and capacity

Vehicle Maintenance and Repair Vendor Management

34. Vendor certification / pre-qualification
35. Service contract establishment and management
36. Ad hoc purchasing of services
37. Service expenditure authorization
38. Service transaction administration
    (e.g., vendor payment, data capture, etc.)
39. Vendor performance management

Fleet Maintenance Parts Provisioning

40. Parts contract establishment and management
41. Management of ad hoc parts purchases
42. Vendor transaction administration
43. Parts inventory sizing, composition, management, and control
44. Parts disbursement (i.e., counter service)
45. Disposal of surplus parts
46. Parts room performance management

Vehicle Replacement

47. Replacement cycle guideline/policy development
48. Long-term fleet replacement planning
49. Fleet replacement funding levels

Customer (Fleet User) Relationship Management

50. Customer satisfaction measurement
51. Ongoing relationship management

Fleet Financial Management

52. Cost recognition and management to include review of parts, maintenance and repair, and fuel budgeting process
53. Use of charge-back rates

Human Resources Management

54. Organization structure and staffing levels for fleet maintenance program, parts room, and support staff
55. Staff assignment and utilization management
56. Employee training and professional development and certification incentives
57. Employee performance management

Information Management

58. Management information system (*FASTER*) availability and functionality
59. System deployment, accessibility, and use
60. Management analysis and report development

Our findings in each of the above areas will identify opportunities to reduce costs and/or to improve service quality, as appropriate. We will make specific recommendations for improving policies, procedures, organizational structures, staffing levels, data processing systems, and physical infrastructure and provide best practice examples or models, as appropriate.

Task 4: Review Vehicle and Equipment Specifications

The type of vehicle and equipment specification (e.g., technical versus functional) used to solicit bids for fleet assets impacts competition, price, and effort. The goal of a fleet organization should be to ensure that vehicles meet user needs (functionality), are cost effective, take advantage of technological advances, comply with applicable rules and regulations, and facilitate standardization of fleet composition.

In this task we will review current (or recent) vehicle specifications and the process used to develop them to determine if they are consistent with best management practices in the fleet industry. We do not intend to develop vehicle specifications or provide specific comment on individual technical or functional requirements within the specification documents. While we can provide this level of service it requires a significant effort and at this time (prior to reviewing the City's current specifications) it is unknown whether this in-depth review will be required. If it is determined that this would be of value to the City we will prepare a separate task description and cost for that work.

Task 5: Conduct Life Cycle Analysis (LCA)

In this task we will assess the appropriateness of the intervals at which the City replaces various types of vehicles in the fleet from the standpoint of minimizing their total cost of ownership. Our proposed level of effort for this task includes up to three unique vehicle classifications (e.g., ½-ton pickup truck). For each of these vehicle classes, we will conduct a life cycle cost analysis using a proprietary software program called *ORCA*™ developed by Mercury Associates for this purpose.

We will use this program to calculate the equivalent annual cost (EAC) associated with keeping each type of vehicle in service for periods ranging from one year up to the number of years equivalent or almost equivalent to its current de facto replacement cycle in Norman. The EAC of a capital asset such as a vehicle is a uniform dollar amount, expressed in nominal dollars, the sum of whose payments for a given replacement cycle is equivalent to the net present value of all the costs of its ownership and operation over the course of that cycle. It is a useful metric for comparing the costs of alternative replacement cycles (i.e., streams of future costs of different durations) for an asset in order to determine which cycle results in the lowest cost.

What is most important about an LCA approach is that it moves replacement cycle decision making to a data-centered model. In our experience, even the best-educated or well-intentioned individuals in an organization may believe cost savings or avoidance opportunities to exist where they do not, in fact, exist.

Task 6: Develop Project Report

We will document our findings and recommendations in a formal written report. The report will document how we conducted the study, what we found, and what we recommend the City do to improve fleet efficiency and fleet management effectiveness. To the extent that quantifiable savings can be projected or return on investments can be estimated they will be included in the project report.

We will submit this report to the City in draft form for review and comment and make revisions, as necessary, based on written feedback received.

We have included the cost of conducting a single presentation of project findings, conclusions and recommendations since it is not known at this time if additional presentations will be required. If additional presentations are required we would be happy to develop a price quote.

FEE PROPOSAL

The Services to be provided are those described in this proposal. In addition, the City may elect to include in the Services optional tasks described in the proposal or such other related services (e.g., assistance in implementing certain Consultant recommendations) that the parties may mutually agree to include in the Services at any time during the term of this agreement.

Our proposed total fixed price to complete this engagement (base proposal and optional task) is detailed in the tables below. Fees listed include professional services and expenses.

Table 1: Base Proposal Budget

Work Plan Task	Hourly Rate	Task Hours	Task Budget
1: Intiate and Manage Project	$190	24	$ 4,560
2: Collect & Analyze Cost & Performance Data	$190	40	$ 7,600
3: Evaluate Fleet Management Practices	$190	106	$ 20,140
4: Review Vehicle and Equipment Specifications	$190	24	$ 4,560
5: Conduct Life Cycle Analysis	$190	48	$ 9,120
6: Develop Project Report	$190	40	$ 7,600
Totals		**282**	**$ 53,580**

We will invoice the City monthly for work completed. Payment terms are net thirty (30) days.

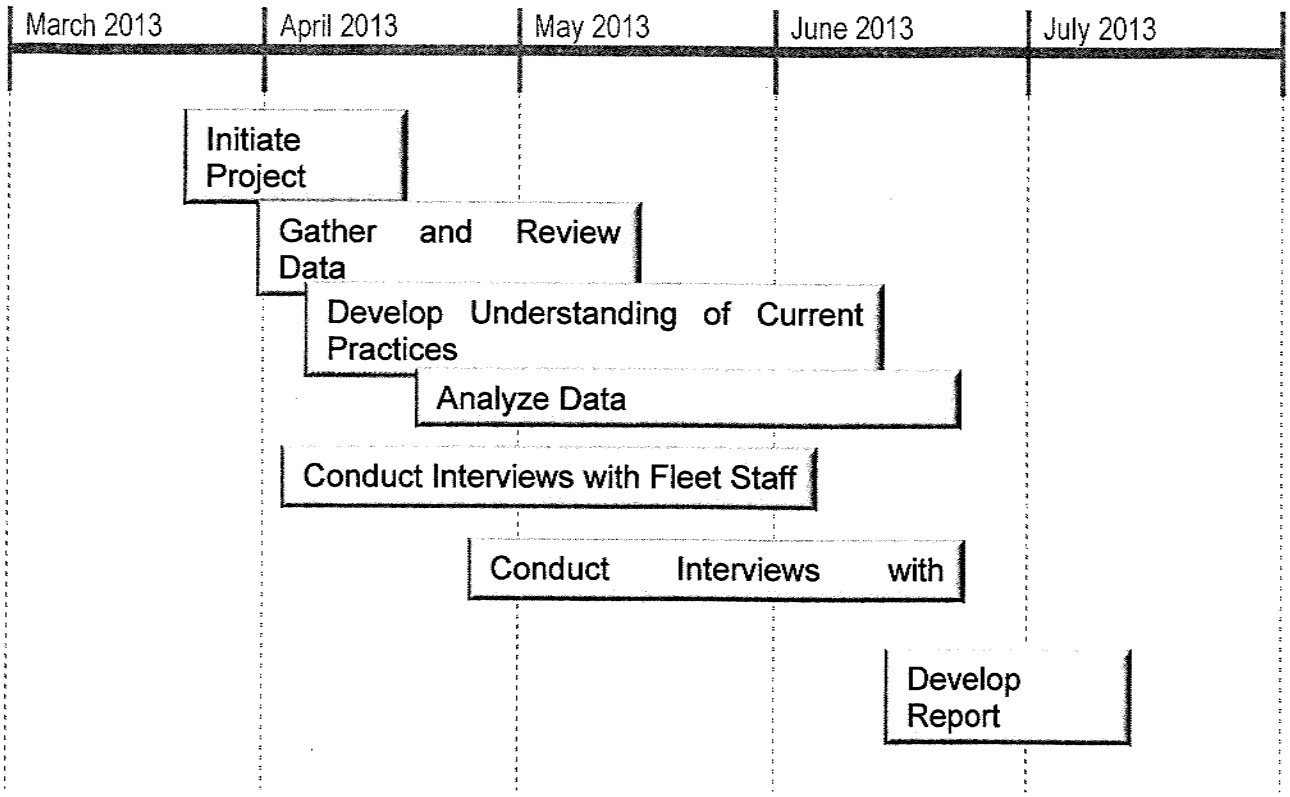
PROJECT TIMELINE

We estimate that all deliverables associated with this project can be completed within sixteen weeks after the City provides us with all requested information and data. Our firm has a well-established track record of completing projects on time and within budget. Our large staff of permanent, full-time consultants provides us with unparalleled capacity to meet our client's timeline requirements and to move additional resources as dictated by circumstances.

Key determinants of the timetable will be the speed with which the City is able to provide the information and data we will need to conduct the project, the availability of staff to meet with us, and turnaround time for review of draft deliverables.

The projected timeline assumes that we will have the requested data and information by March 29, 2013.

Projected Project Timeline



Mr. Tony Yankovich will be the primary contact for all matters relating to this proposal.

Proposal Contact Information	***Corporate Information***
Tony Yankovich Senior Manager Phone: 913-568-5837 tyankovich@mercury-assoc.com	Mercury Associates, Inc. 16051 Comprint Circle Gaithersburg, MD 20877 Phone: 301-519-0535 Fax: 301-519-0536 www.mercury-assoc.com

PURCHASE REQUISITION NBR: 0000213969

REQUISITION BY: SHAMILTON

STATUS: DIVISION APPROVAL
REASON: CONSULTING SERVICES

DATE: 3/04/13

SHIP TO LOCATION: FLEET MANAGEMENT

SUGGESTED VENDOR: MERCURY ASSOCIATES, LLC.

DELIVER BY DATE: 3/04/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FLEET MANAGEMENT CONSULTING SERVICES COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSULTING SERVICES (NOT	53580.00	EA	1.0000	53580.00	K-1213-167

REQUISITION TOTAL: 53580.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	01010934134001	Professional Services Consultant-Mgmt/Research	TC0022 Fleet Mgmt Consult Svs	100.00	53580.00
					53580.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

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

Master

File Number: K-1213-169

File ID:	K-1213-169	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 24	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$875,266.50	**File Created:**	02/25/2013
File Name:	K-1213-169 East 24th Ave Design Contract w/Atkins			**Final Action:**	

Title: CONTRACT K-1213-169: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ATKINS NORTH AMERICA, INC., IN AN AMOUNT NOT-TO-EXCEED $875,266.50 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE EAST 24TH AVENUE IMPROVEMENT PROJECT FROM LINDSEY STREET TO ROBINSON STREET AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-139 with Atkins North America, Inc., in an amount not-to-exceed $875,266.50; and, if approved, authorize the execution thereof and appropriate $875,266.50 from the Capital Fund Balance, (050-0000-253.20-00) to Project No. BP0192, 24th Avenue Widening Project, Design (050-9552-431.62-01)

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 24

Attachments: Text File K-1213-169, Attachment A Funding Breakdown, Attachment B - Bond Projects, Attachment C., Location Map, K-1213-169, PR Atkins North America Inc.

Project Manager: Josh Malwick, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-1213-169

body

BACKGROUND: On August 28, 2012, the citizens of Norman voted in favor of General Obligation Bonds to finance the local share of eight transportation/storm water improvement projects (please see Attachment A, listing the approved bond projects with their estimated cost; and Attachment B, a map of the bond projects). One of the eight 2012 bond projects is the East 24th Avenue Widening Project (Attachment C is a map showing the boundaries of the 24th Avenue Widening Project).

On November 22, 2011, the Norman City Council approved Programming Resolution R-1112-62 requesting

federal funds for the East 24th Avenue Widening Project. This Resolution states the City's commitment to adhere to the terms and conditions of a federally-funded project including engineering design, acquisition of all necessary rights-of-way, and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG) as administrator of U.S. Department of Transportation Surface Transportation Program funding, through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, estimated at $7,830,400, and administration of the construction with the matching share from the City of Norman.

Proposed improvements for the East 24th Avenue Widening Project include:

Widen two miles of roadway from two lanes to four lanes
New traffic signal at East 24th Avenue and Meadowood Boulevard
Intersection improvements at East 24th Avenue/Meadowood Boulevard and East 24th Avenue/Robinson Street.
Interconnect signals from Lindsey Street to Robinson Street
Continuous sidewalks and accessibility
Storm water improvements
Possible bike lanes
Water line relocation.

DISCUSSION: The Public Works Department prepared a request for proposals (RFP) to solicit the engineering services necessary to prepare plans, specifications and bid package, and to provide technical assistance throughout the design and construction of the East 24th Avenue Project. Twelve (12) proposals were received for the project. The Selection Committee included three (3) staff members consisting of Scott Sturtz, City Engineer; Angelo Lombardo, Transportation Engineer; Josh Malwick, Capital Projects Engineer and two (2) private citizens including Tom Knotts, retired, University of Oklahoma Architectural Services; and Mike Fowler, Owner Fowler Holding Company. The Selection Committee members independently scored each proposal on a point scale as defined in the RFP. Upon review of the proposals by the Selection Committee, six (6) firms were selected for interviews. The proposal by Atkins North America, Inc. of Norman was selected for the project.

The attached engineering design services contract is written in a "Cost Not to Exceed" format in the amount of $875,266.50 or 6.7% of the total project cost of $13,007,507. If approved, only the City Council has authority to amend the contract in the future including any changes to the compensation. The contract services include:

Surveying
Geotechnical Study
Hydraulic Study and Drainage Design
Preliminary Design
Final Design
Public Meetings and Project Team Meetings
As-Built Drawings

If approved, Atkins North America, Inc. will begin work on the project immediately. The project design will be substantially complete by June 2016. Construction of the project is currently anticipated to take place in April 2017.

RECOMMENDATION NO. 1: City Council recently authorized the first sale of General Obligation Bonds for the 2012 Bond Program. Funds are available for this project from the proceeds of this bond sale. Staff recommends appropriating $875,266.50 from the Capital Fund Balance, (Account 050-0000-253.20-00) to the Capital Fund, East 24th Avenue Widening Project (Account 050-9552-431.62-01; Project BP0192).

RECOMMENDATION NO. 2: Staff recommends approval of Contract K-1213-169, between the City of Norman and Atkins North America, Inc. for the design of the East 24th Avenue Widening Project between Lindsey Street and Robinson Street.

Combined Storm Water/Transportation Improvements General Obligation Bond Project (FFY 2013-2017)

Cost Reduction with Federal Funding

Storm Drainage and Street Widening Projects	City Project Cost: Without Federal Funding	City Project Cost: With Federal Funding	Federal Share
W. Main Street Bridge	$ 4,138,407	$ 2,553,407	$ 1,585,000
Lindsey St.: 24th SW to Berry*	**32,945,118	**21,445,118	*11,500,000
Franklin Road Bridge	4,520,827	1,960,827	2,560,000
Sub-Total	$ 41,604,352	$ 25,959,352	$ 15,645,000

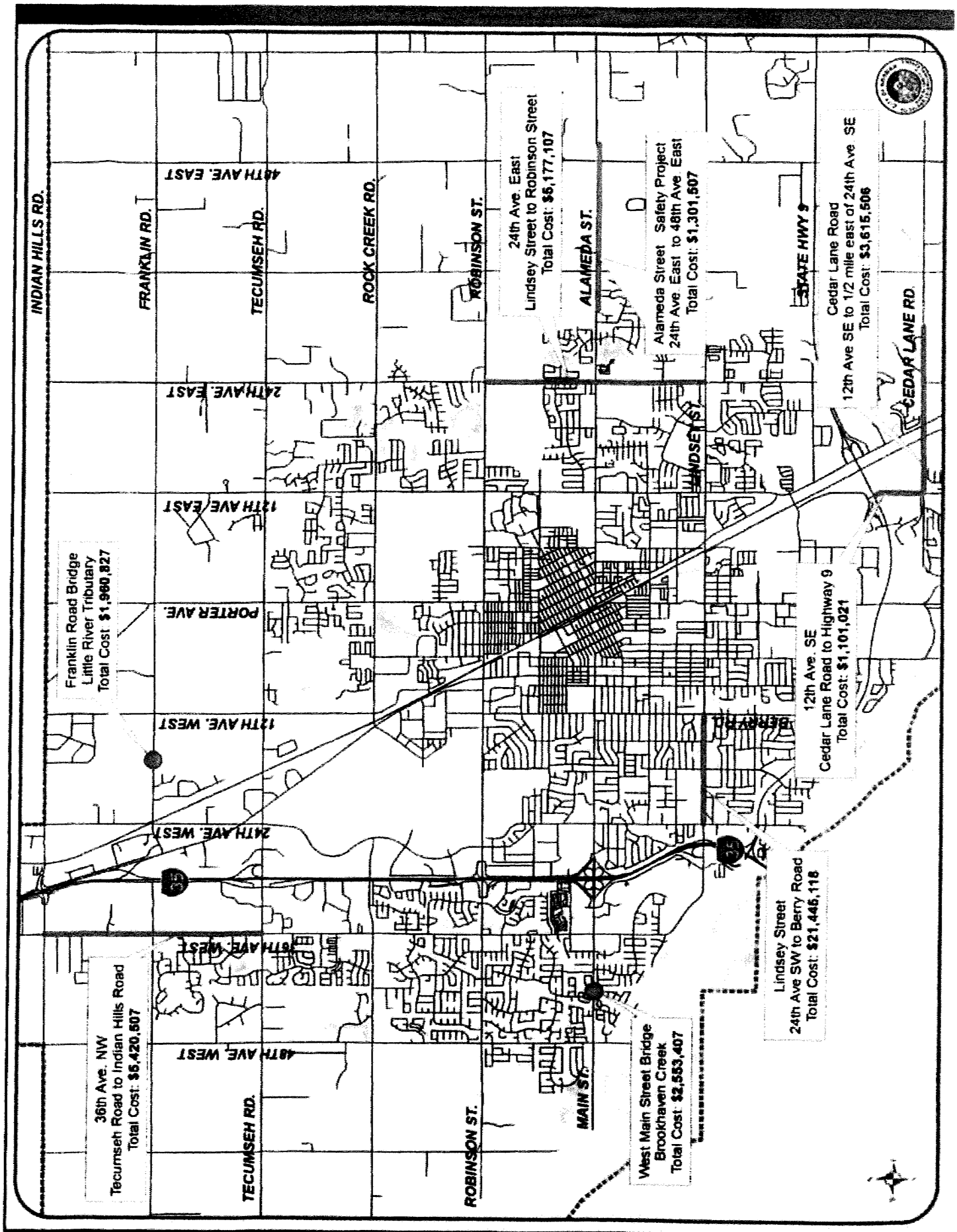
Street Widening Projects	Without Federal Funding	With Federal Funding	Federal Share
Cedar Lane-12th SE to ½ mi. 24th Ave	$ 9,846,786	$ 3,615,506	$ 6,231,280
12th SE- Cedar Lane - Hwy 9	3,181,021	1,101,021	2,080,000
24th Ave SE - Lindsey - Robinson	13,007,507	5,177,107	7,830,400
36th NW - Tecumseh - Indian Hills	16,920,507	5,420,507	*11,500,000
East Alameda Street Project	4,942,507	1,301,507	3,641,000
Sub-Total	$ 47,898,328	$ 16,615,648	$ 31,282,680
GRAND TOTAL	**$ 89,502,680**	**$ 42,575,000**	**$ 46,927,680**
		(48%)	**(52%)**

* Leveraging of federal funds is limited for this project due to its high costs. The maximum City of Norman ACOG funding per year is $11.5 million.

** This cost includes $4,345,000 for storm water projects north of Lindsey Street along McGee Avenue and Wylie Road. It is a non-participating cost and must be paid 100% by the City of Norman.

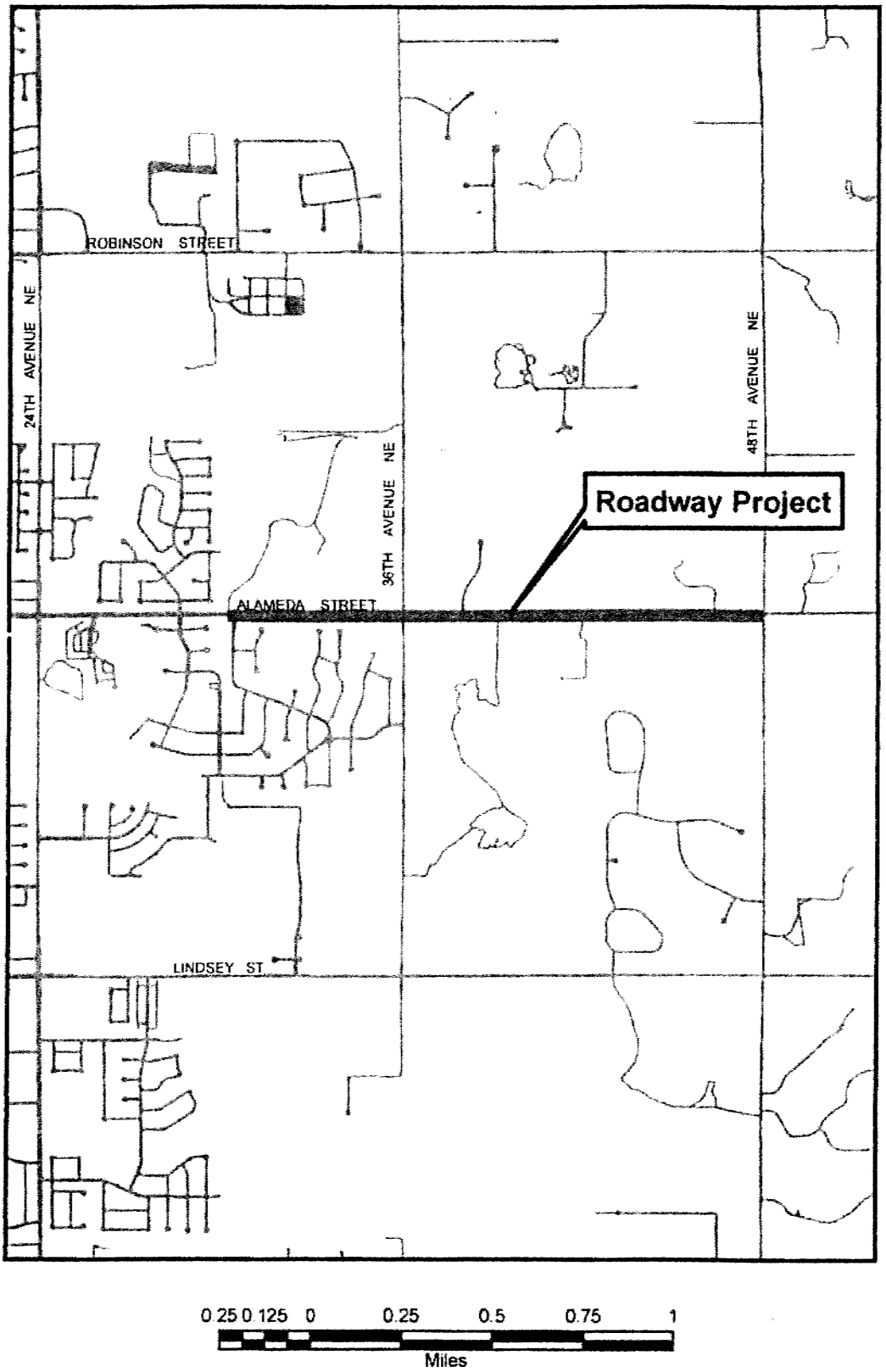
ATTACHMENT A

ATTACHMENT B



ATTACHMENT C

East Alameda Street from Ridge Lake Blvd to 48th Avenue NE
Norman, Oklahoma
Project Location Map



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Atkins North America, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to construct the widening of 24th Avenue E from Lindsey Street to Robinson Street Contract No. K-1213-169 (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this Agreement shall be __th day of _____, 20___.

ARTICLE 2 - GOVERNING LAW
This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES
CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE
CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 -COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:
(a) General Liability Insurance, with a limit of
$1,000,000 per occurrence and $2,000,000 annual aggregate.
(b) Automobile Liability Insurance, with a combined single limit of $1 ,000,000 for each person and $1,000,000 for each accident.
(c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of $500,000 for each occurrence.
(d) Professional Liability Insurance, with a limit of
$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY
CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE
Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS
All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION
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; provided, however, the nonperforming party shall have 14 calendar days from the receipt 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 CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or 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 CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES
Any notice required by this Agreement shall be made in writing to the address specified below:
OWNER:

John R. Clink, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT:

Atkins North America, Inc.
James E. Hunt, P.E.
Oklahoma District Director
350 David L. Boren Blvd., Suite 1510
Norman, OK 73072

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES
In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.
Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY
CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER
A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION
This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS
OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT
Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and Atkins North America, Inc. have executed this Agreement.

DATED this __th day of _____, 20___.

The City of Norman
(OWNER)

Signature _____

Name Cindy Rosenthal

Title Mayor

Date_____

Attest:

_____
City Clerk

Atkins North America, Inc.
(CONSULTANT)

Signature Michael C Hogan

Name Michael C. Hogan

Title Senior Vice President

Date February 19, 2013

Attest:

_____
Secretary
Rene de los Rios, Assistant Secretary

ATKINS NORTH AMERICA, INC. CORPORATE SEAL 1960 FLORIDA

Approved as to form and legality this 1 day of March 2013

_____
City Attorney

ATTACHMENT A
SCOPE OF SERVICES

PART I – DESCRIPTION OF PROJECT

CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment and incidentals (Services) as required for this AGREEMENT.

CONSULTANT is to provide SERVICES in connection with the development of design, bidding, and construction documents for the following improvements located within the City of Norman, Oklahoma:

> Widening of 24th Avenue East from Lindsey Street to Robinson Street from two to four lanes including sidewalks and possible bicycle lanes.

PROJECT Extents:
The beginning of PROJECT (BOP) shall be the intersection of 24th Avenue East and Lindsey Street. The PROJECT shall extend north to 24th Avenue East and Robinson Street as the End of PROJECT (EOP).

PROJECT Exceptions:
Any identified public water and/or sewer line relocation plans or other utilities are excluded from this Scope of Work unless specifically added by addendum. Any aspects of the reservoirs including dams and spillways other than to accommodate roadway widening and drainage are excluded from this scope of work.

Incidental Construction:
The PROJECT shall include grading, sidewalk, reconstruction, drainage structures, and any other ancillary construction as required, tying the proposed construction to adjacent previous improvements.

Specific PROJECT Requirements:
Design criteria and other requirements specific to this PROJECT include:

- The design speed should be designed for a typical speed of 40 mph or higher, unless special conditions justify a lower design speed. Side streets approaching the stop condition at the intersection of 24th Avenue East may be designed for speeds as low as 25 mph within 200 feet of the stop sign.
- The design shall include the reconstruction and signalization of 24th Avenue East & Meadowood Boulevard. The intersection shall included standard stacking length and taper lengths for single run lanes. The intersection will be lighted by standard street lights on signal poles.
- The design shall include the signal interconnects throughout the project limits from Lindsey Street to Robinson Street.
- The design shall include intersection improvements at 24th Avenue East and Robinson Street. The improvements will coordinate with the divided four lane section north of Robinson Street.
- The design shall include a typical section based on: 4-lane, curb & gutter with sidewalks and possible bicycle lanes. Paving recommendations are anticipated to require portland cement concrete at intersections through turn tapers and paving sections between intersections. The CONSULTANT will provide cost estimates to compare flexible versus rigid pavements.
- Reconstructed pavement shall be designed for a 30-year life. The pavement life shall assume normal routine maintenance and one major maintenance/restoration event at approximately the 15th year of service as is ordinary for the type of pavement specified.
- The project will have standard striping for lane lines, stop bars and other striping transitions along with appropriate signage

and stop signs in all directions on 24th Avenue East and on the affected side roads.

- The design shall include all associate drainage structures and associated calculations. However, no detention study will be made. The project will include a storm sewer system for the roadway and cross drain structures to pass the design year frequency storm under the roadway.

- Engineering reports, bidding, construction, and supporting documents developed by CONSULTANT shall comply with the established requirements of OWNER, the Association of Central Oklahoma Governments (ACOG), Oklahoma Department of Transportation (ODOT), and Federal Highway Administration (FHWA) for the purpose of seeking/securing federal construction funds by OWNER. CONSULTANT makes no representations warranties, or guarantees with regard to the success of OWNER in securing said funds.

In addition PROJECT shall be designed in accordance with the general criteria identified in PART III - Design Criteria.

PART II - SERVICES PROVIDED BY OTHERS

Engineering and ancillary services including but not limited to those identified below, shall be the responsibility of others:

- Utility relocation design - Relocation design for utility systems in conflict with the proposed construction are not included in CONSULTANT's SERVICES. Relocation designs shall be the responsibility of each Utility Owner. Design of OWNER-owned utilities (such as water and sanitary sewer services), services may be provided by CONSULTANT if authorized by OWNER in writing in the form of an executed Amendment to this AGREEMENT.

- Appraisals & Acquisitions - Certificates of title and right-of-way appraisals & acquisitions required for the proposed construction and/or utility relocations are not included in CONSULTANT's SERVICES. Certified title information provided by OWNER to CONSULTANT prior to the 60% Plan-in-Hand review shall be incorporated into the right-of-way drawings, plats, misery reports, and other instruments as required at no additional cost to OWNER.

- Environmental Clearance – CONSULTANT responsibility for Environmental clearance shall be limited to preparing/completing ODOT's National Environmental Policy Act (NEPA) Checklist Form in collaboration with OWNER. The NEPA clearance necessary to acquire right-of- way and construct-PROJECT shall be submitted & obtained by ODOT as is the ordinary practice for ACOG/ODOT /FHWA funded projects. CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting the associated Public Meeting.

- Bidding, Construction Management, and Inspection Services - Bidding, construction management, and inspection services ordinarily provided/administered by ODOT are not included in CONSULTANT's SERVICES.

PART III - DESIGN CRITERIA

The design and plans shall conform to current State and AASHTO policies and standards (as modified under the direction of OWNER in writing) including:

- Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation FHWA, 2003 Edition;

- An International Guide for Roadway Lighting, American Association of State Highway and Transportation Officials, (latest revision);
- Norman Drainage Criteria Manual
- LRFD Bridge Design Specifications for Highway Bridges, AASHTO, 1998, and all current interim specifications with SI units;
- ANSI/AASHTO/AWS D1.5 Bridge Welding Code (latest revision);
- A policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials, 2004 Edition;
- Standard Specifications for Highway Construction, and Supplementals. Oklahoma Department of Transportation, 1999;
- Highway Capacity Manual, Transportation Research Board, 2000 Edition;
- Policy on Driveway Regulations for Oklahoma Highways, Oklahoma Department of Transportation, 1996 Edition;
- Roadside Design Guide, American Association of State Highway and Transportation Officials, 2006 Edition;
- Right-of-way Specifications Manual for Preparation of Plans and Documents, Oklahoma Department of Transportation (latest revision);
- Oklahoma Administrative Code (OAC), Title 730;
- Drainage Design Manual, Oklahoma Department of Transportation, 1988 Edition'
- Roadway Design Manual, Oklahoma Department of Transportation, 1992 Edition;
- Roadway Safety and Convenience Design Guide for Oklahoma Cities, Oklahoma Department of Transportation, 1991 Edition;
- Checklist for Local Government Urban Plans Oklahoma Department of Transportation, 2001 Edition.

PART IV – GENERAL PERFORMANCE REQUIREMENTS

CONSULTANT agrees to the following as appropriate and when applicable, SERVICES included in this AGREEMENT:

1. To compute and place upon the construction plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations.
2. To prepare and furnish complete detailed final construction plans as called for in "DESCRIPTION OF PROJECT".
3. To prepare and furnish all field surveys and mapping, including topographic survey of PROJECT area, control survey to establish section corners and section lines, ties to local coordinate system, horizontal location of existing utilities, and monumentation for construction staking.
4. To prepare and furnish complete structural design, hydraulic (including drainage maps and design data for any storm sewer systems and other drainage included in this AGREEMENT), geometric and pay quantity computations, as follows:
    a. CONSULTANT shall ensure that these computations are independently checked in detail by competent personnel and shall provide a written statement to that effect when the plans are submitted.

b. All computations shall be neat, legible, identified, indexed, and bound in a manner that is easy to follow by someone unfamiliar with PROJECT. They shall be considered a part of the work done under this AGREEMENT and shall become the sole property of the OWNER.

c. CONSULTANT shall furnish drainage maps and design data with computations for any storm sewer systems and other drainage involved in this AGREEMENT.

5. To provide a full pedological survey necessary to design all aspects of the PROJECT including but not limited to retaining walls (if applicable), bridges (if applicable), and pavement. CONSULTANT shall furnish, if requested by the OWNER, comparative estimates for Asphalt and Portland Cement Concrete pavement alternatives of comparable life, durability, and life-cycle costs.

6. To furnish any additional plan sheets identified in the scope of services and as required by the OWNER.

7. That all preliminary designs, final plans and reports submitted for review by the OWNER shall be accompanied by a written statement signed and sealed by a professional engineer attesting that a prior detailed check has been made of the plans and reports.

8. To prepare the right-of-way documents, legal descriptions and instruments of conveyance for partial and total take parcels in accordance with the "Right-of-Way Specifications Manual and Associated Materials".

9. To provide public involvement participation, coordination and support between the OWNER, the affected local business owners, residents, and community based organizations. Such services shall include, but are not limited to, attendance and participation at meetings, gatherings, assemblies or hearings as requested by the OWNER.

10. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at CONSULTANT's office.

11. To coordinate CONSULTANT's work with other consultants on adjoining projects, if any, and to furnish and share survey and plan data identified in the scope of services in such a manner as to facilitate and expedite the completion of AGREEMENTS for adjacent work.

12. To prepare and/or update CONSULTANT's Opinion of Probable Cost at each submittal milestone.

13. To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the OWNER.

14. To furnish bi-monthly progress reports to the OWNER'S and attend bi-monthly progress meetings with OWNER. These monthly reports shall be prepared in accordance with the OWNER'S requirements. In the event of any delay in performing the work and/or increase in anticipated construction costs of the resulting PROJECT provided for in this AGREEMENT, CONSULTANT shall immediately notify the OWNER and shall fully explain the nature, time, and reason for the delay.

PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports CONSULTANT's fee and PROJECT schedule. The WBS is an expansion on the general requirements presented in PARTS I through IV. All requirements set forth in PARTS I through IV shall be met regardless of whether or not more specific requirements are stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is provided in PART VI – PLAN REQUIREMENTS.

PHASE I – PRE-DESIGN SERVICES

Pre-Design services include field surveying and geotechnical exploration and analysis necessary to commence this design. The tasks to be performed by CONSULTANT include:

Task 1A – Design Survey

Surveying shall be in accordance with the minimum standards for land surveying as stipulated by the Oklahoma State Board of Professional Engineers and Land Surveyors. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title.

a. CONSULTANT shall establish horizontal and vertical control within PROJECT limits necessary to collect all topographic and planimetric features, boundaries, right-of-way/easement information, etc. and to serve as survey control for construction staking by the Construction Contractor.

b. CONSULTANT shall provide field surveying in order to develop existing roadway cross sections at 50' intervals as well as at intersections and driveways throughout PROJECT.

c. CONSULTANT shall create contours and a digital terrain model from the collected data to support the design.

d. CONSULTANT shall collect topographic data including, but not limited to, surface features such as utilities, signs, (including type and reference marker, if any), headwalls, retaining walls, curb and grate inlet locations, pipe and box culvert flowlines, driveway locations and profile, and other pertinent data.

e. CONSULTANT shall tie any soil borings and pavement cores along PROJECT, to PROJECT control, to be shown in the plans.

f. CONSULTANT shall develop survey data and information in a format suitable to be incorporated into the Final Plan Set. The survey sheets shall be submitted to OWNER for review no later than the 30% Design Submittal.

g. CONSULTANT shall provide survey in the Oklahoma State Plane Coordinate System, South Zone. The ground/grid combined scale factor shall be computed for PROJECT and noted on the survey sheets.

h. CONSULTANT shall establish adequate monumentation for construction staking including horizontal control points and vertical benchmarks. The monumentation shall cover the PROJECT area with inter-visible control points set on prominent ground, avoiding short back sights. Points should be set where likelihood of disturbance by construction is minimized. Primary control should be brass cap in concrete. Secondary control should be iron pins with plastic cap identifying the survey company when practical.

i. CONSULTANT shall include survey sheets in the plan sets or as a separate set of drawings (at OWNERS discretion). Survey sheets shall include contours and boundary information. Survey sheets shall be sealed by a Licensed Surveyor in the State of Oklahoma.

j. CONSULTANT shall contact the Oklahoma One Call System "CALL OKIE" via the "Web Ticket system and maintain records of reported utility holders. Information on Utility holders received from OKIE shall be shown on plan sheets. Utility drawings based on surface features, flagging, and record drawings shall be included in the plan sets. Any additional information received directly from the utility companies shall be included in the plan sets and identified

Task 1B – Geotechnical Investigation & Pavement Design

a. CONSULTANT shall provide standard geotechnical investigation sufficient to satisfy PROJECT design requirements. Geotechnical investigations shall be in accordance with AASHTO/ASTM procedures and shall include the following:

- Shoulder Soil Survey – every 500' – 36" deep – 60 samples
- Pavement Core Soil Survey – 13 locations – 36" deep – 39 samples
- Auger samples evaluated for in-situ moisture content
- Soil Classifications
- Liquid Limit/Plastic
- Three bucket samples from dominant soils evaluated for Resilient Modulus (MR)
- Measurement of groundwater levels (if present) while boring and at the completion of each boring
- Standard Proctor Densities and optimum moisture content

b. CONSULTANT shall provide Pavement Design based on the criteria established by the OWNER

c. CONSULTANT shall provide the results in a written report including a site plan showing the location of each boring/sample, evaluation of each, recommended pavement designs (program printouts or workup), and recommended pavement sections including subgrade treatments

PHASE 2 – DESIGN ADDITIONAL SERVICES

CONSULTANT services identified in Phase 2 are services anticipated to be required. However, the specific required level of effort by the CONSULTANT will be unknown until additional information becomes better defined during the course of the PROJECT. The identified services and anticipated level of effort are educated estimates only. Services will be provided on an "as needed" and "as requested" basis according to the identified unit cost.

Task 2A – Utility Locates

a. As unknown underground utility locations become critical to identify, a utility locate company will be contracted by the CONSULTANT to physically locate the utility by exposing the utility and measuring critical parameters. An estimate of 25 locates under a variety of conditions was assumed for purposes of determining the contract base budget. The OWNER will be invoiced on an "as used" basis at cost plus 15%.

Task 2B – Supplemental Survey Needs

The OWNER and CONSULTANT will have several needs for additional survey services after the initial design survey is complete. The level of effort required is unknown. An estimate of required man hours is included in the contract amount to be used "as needed" and "as requested". The anticipated items are listed below:

a. Survey underground utility locates

b. Survey previously unmarked utilities

c. Survey additional development changes

d. Stake existing right-of-way

e. Stake proposed right-of-way

f. Additional legal descriptions and exhibits

g. Misc. other surveys required by the OWNER or CONSULTANT

The OWNER will be invoiced on an "as used" basis at Standard Rates.

PHASE 3 – DESIGN SERVICES

The following Design Services will be provided by the CONSULTANT as necessary to complete the PROJECT as defined above:

Task 3A – Traffic Engineering

Traffic engineering design & plan preparation will include the following:

a. Signalization and intersection lighting of 24th East Avenue and Meadowood. There is apparently no existing traffic study for this intersection. The scope of design of this intersection is to be based on standard turn lanes, standard stacking lengths, and single left turn lanes

b. Signing

c. Striping

d. Traffic Control

Task 3B – Preliminary Design & Report

The CONSULTANT shall conduct the following preliminary design functions during the Preliminary Design task:

a. Prepare preliminary horizontal & vertical alignments and associated Plan & Profile Sheet.

b. Prepare a Preliminary Engineers Estimate of Probable Cost and Budget Review

c. Document existing utilities and possible design conflicts

d. Identify significant design issues

c. Document existing drainage characteristics in a drainage report indicating all existing drainage boundaries, areas, runoff coefficients, flow quantities, flow velocities, etc. for all points of concentrated drainage entering and existing the existing and proposed PROJECT right-of-ways for each design storm event

f. Document existing FEMA Floodplain / Floodway conditions within PROJECT extents

No FEMA CLOMR/LOMRs and no COE 404 Applications/Permits are anticipated for the PROJECT.

Task 3C – 60% Design

The CONSULTANT shall complete design analysis and prepare all design documents necessary to conduct a Plan-in-Hand PROJECT review with ODOT and the OWNER and to provide subsequent OWNER TIPs application assistance with ACOG. These tasks are anticipated to include the following:

a. Verify PROJECT Scope

b. Confirm horizontal and vertical alignments

c. Confirm Typical Sections

d. Field verify survey

e. Initiate environmental clearance

f. Identify drainage issues

g. Identify construction sequencing

h. Identify preliminary Right-of-Way needs and Utility Conflict

i. Revise P & P Sheets

j. Prepare Cross Section Sheets

k. Revise Drainage Structure Tables

l. Prepare Summary Tables

m. Prepare Driveway Schedules

n. Prepare Pay Items & Notes

o. Prepare Signalization Plan Sheets

p. Prepare Signing and Striping Plan Sheets

q. Prepare Detail Sheets

r. Revise Engineer's Estimate of Probable Cost

s. Prepare Right of Way Sheets

t. Prepare Survey Data Sheets

Task 3D – Final Plans

Upon receiving Plan-in-Hand comments from the OWNER and ODOT, the CONSULTANT shall prepare final Construction Plans suitable for ODOT bid letting. These tasks are anticipated to include the following:

a. Finalize P & P Sheets

b. Finalize Cross Section Sheets

c. Finalize Drainage Structure Tables

d. Finalize Summary Tables

e. Finalize Driveway Schedules

f. Finalize Pay Items, Bid Quantities & Pay Notes

g. Prepare any Special Provisions

h. Finalize Signalization Plan Sheets

i. Finalize Signing & Striping Plan Sheets

j. Finalize Detail Sheets

k. Finalize Construction Sequence Plans

l. Finalize Engineer's Estimate of Probable Cost

m. Finalize Right of Way Sheets

PHASE 4 - ENVIRONMENTAL CLEARANCE SUPPORT

The CONSULTANT will provide assistance to the OWNER as necessary to assist in obtaining the Environmental Clearance to be performed by ODOT. Specifically, the CONSULTANT will perform the following:

a. Conduct the required Public Meeting at a location to be determined by the OWNER and ODOT

b. Prepare and publish the required Public Notice advertisement

c. Prepare the Adjacent Ownership List and prepare the notification mailout for right-of-entry for environmental clearance. Review & update as necessary

d. Prepare Power Point Presentation and submit to OWNER at least 10 days prior to public meeting and revise as requested

e. Attend & present at the Public Meeting as requested by the OWNER

f. Prepare responses to questions raised at the Public Meeting

g. Prepare meeting minutes

h. Coordinate with ODOT as necessary

i. Prepare various meeting exhibits

j. Provide 1 set of full-size P & P sheets to be available at the Public Meeting

k. Notify ODOT, City Council, and Politicians of Public Meeting schedule

l. Take site pictures of PROJECT route

PHASE 5 – RIGHT-OF-WAY ACQUISITION SUPPORT SERVICES – RECOUPMENT DISTRICT LEGALS & EXHIBITS

The CONSULTANT will prepare and provide the OWNER with all required Right-of-Way acquisition documents necessary to acquire the right-of-way to complete the PROJECT as defined. Additionally, the CONSULTANT will provide the OWNER with Recoupment District legal descriptions and exhibits as necessary. These tasks are anticipated to include the following tasks:

Task 5A – Right-of-Way Acquisition Support Services

a. Prepare legal descriptions

b. Prepare exhibits

c. Prepare Misery Sheets

d. Attend meetings

e. Revise legal descriptions & exhibits as required per land owner negotiations

PHASE 6 – UTILITY RELOCATION

The CONSULTANT will work with the OWNER's Utility Coordinator to ensure that all required utility relocations are consistent with PROJECT requirements and performed in a timely manner. These tasks are anticipated to include the following tasks:

Task 6A – Utility Relocation Coordination & Relocation Plan Review

a. Work with City Utility Coordinator

b. OWNER will coordinate all meetings with each individual utility company

c. Attend all meetings with each utility company to verify existing utilities and relocation plans and prepare meeting minutes to submit to OWNER

d. Review utility relocation plans for compatibility with PROJECT design

e. Be persistent in requesting timely relocation plans & relocation activities

f. Maintain a color "Utility Relocation Map" showing existing and relocated utilities

g. Monitor utility relocation activities and "new" utilities in PROJECT corridor

PHASE 7 – CONSTRUCTION SERVICES

Task 7A – Bid Administration

It is anticipated that ODOT will assume primary responsibility for the bidding/award process as is the ordinary practice for ACOG/ODOT/FHWA funded projects of this nature. CONSULTANT will serve OWNER in a support role during the bidding/award process.

CONSULTANT shall also provide the specific services outlined herein.

a. CONSULTANT shall prepare a signed/sealed Engineer's Estimate based on the final construction documents, pay items, and quantities. The Engineer's Estimate shall be presented to the OWNER for review prior to submission to ODOT.

b. "Issue for Construction" Plans, approved by Owner shall be submitted by Consultant to ODOT for reproduction and distribution by ODOT to prospective bidders.

c. CONSULTANT shall attend the Pre-Bid Conference conducted by ODOT to discuss the PROJECT and answer questions from possible contractors. CONSULTANT shall provide written responses to questions received and submit to OWNER/ODOT. CONSULTANT shall review ODOT's minutes and provide written comments as required.

d. It is anticipated that ODOT will assume primary responsibility for Bid Review and Tabulation as is the ordinary practice for ACOG/ODOT/FHWA funded projects of this nature.

Task 7B – Construction Administration

It is anticipated that ODOT will assume primary responsibility for the construction administration as is the ordinary practice for ACOG/ODOT/FHWA funded projects of this nature. CONSULTANT will serve OWNER in a support role during the construction process. CONSULTANT shall also provide the specific services outlined herein.

a. It is not anticipated that Addenda will be required for PROJECT. If required, CONSULTANT shall revise plans as requested by OWNER for issuance of Addenda by ODOT.

b. CONSULTANT will support the OWNER and ODOT as necessary to ensure PROJECT completion. CONSULTANT will respond to any Requests for Information (RFIs) as requested by ODOT and the OWNER.

c. CONSULTANT shall maintain a log of all RFIs and responses and provide OWNER with an RFI update as requested by the OWNER.

d. CONSULTANT will attend pre-construction conference conducted by ODOT.

e. CONSULTANT will attend monthly construction meetings conducted by ODOT as requested by the OWNER.

f. CONSULTANT will monitor work progress and construction schedule on behalf of the OWNER.

g. CONSULTANT will represent the OWNER as necessary at miscellaneous PROJECT meetings with ODOT.

Task 7C – Record Drawings

Record Drawings will be prepared and submitted to the OWNER. Record Drawings will be prepared from field documents provided by ODOT. Full time inspections, periodic site visits or mapping/surveying of as-built conditions are not included in this AGREEMENT. If field survey is required, it will be requested by the

OWNER, and invoiced, under Task 2B on an "as needed" basis.

PART VI – PLAN REQUIREMENTS

Drawings shall conform to ordinary ODOT drafting standard and shall be 22 x 34 inches (full size) and 11 x 17 (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required. For purposes of this contract, the following numbers of submittal plan sets (Plan-in-Hand & Final Plans) are included in the base fees:

a. Full Size – 18

b. Half Size – 30

Other required plan set copies will be provided as a reimbursed expense on a cost plus 15% basis. Work in progress sets and progress meeting sets will be half size and included in the base fees.

PART VII – MUTUAL AGREEMENTS

OWNER and CONSULTANT mutually agree:

a. Services to be performed by CONSULTANT shall include and encompass those services identified in "PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS".

b. CONSULTANT shall hold the OWNER as a confidential client. CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined hereinto the OWNER.

c. Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, CONSULTANT's Opinion of Probable Cost shall be made on the basis of its experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from CONSULTANT's construction cost estimates.

d. When the plans are completed to the field review stage, representatives of the OWNER will accompany CONSULTANT on a field review investigation to mutually determine design features to be incorporated in the final plans.

e. All tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All basic survey notes and sketches, charts, computations, and other data prepared or obtained under this AGREEMENT shall be made available upon request to the OWNER without restriction of limitation on their use. When an AGREEMENT is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans.

f. CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein.

g. CONSULTANT shall sign the final product of CONSULTANT's efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional engineer registration in the State of Oklahoma.

h. CONSULTANT and/or surveyor shall place his professional seal of endorsement and signature on all documents, survey information and engineering data furnished to the OWNER when such is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.

i. CONSULTANT and its subconsultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective o offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT, for inspection by the OWNER and copies thereof shall be

furnished to the OWNER, and if required, to ODOT.

ATTACHMENT B
PROJECT SCHEDULE

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	March 12, 2013
Pre-Design Services	60 days after NTP
Preliminary Design	5 months after NTP
60% Plan-in-Hand	8 months after NTP
Final Plans (95% - Not Bid Set)	10 months after NTP
Submit TIPs to ACOG	10 months after NTP
ROW Acquisition Documents Final	15 months after NTP

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER & ODOT, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

ATTACHMENT C
COMPENSATION

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed $875,266.50 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1A – Topographical Survey Services	$60,000.00
Task 1B – Geotechnical Engineering Services	$10,134.50
Task 1C – Traffic Engineering Services (Signals)	$15,000.00
Task 1D – Traffic Engineering Services (Interconnect)	$10,000.00
Task 2A – Utility Locates and Coordination (30%)	$25,000.00
Task 2B – Utility Locates and Coordination (60%)	$15,000.00
Task 2C – Utility Locates and Coordination (100%)	$10,000.00
Task 3A – Preliminary Design (30% Complete Design)	$225,132.00
Task 3B – 60% Complete Design (R/W and Utility Submittal)	$205,500.00
Task 3C – Final Construction Plans (P,S&E Submittal)	$197,500.00
Task 4 – Environmental Clearance Assistance	$15,000.00
Task 5 – R/W Plans and Supporting Documents	$70,000.00
Task 6 – Bid Administration	$8,000.00
Task 7 – Construction Support Services	$4,000.00
Task 8 – Record Drawings (As-Built Plans)	$5,000.00
TOTAL COMPENSATION	$875,266.50

ATTACHMENT C
COMPENSATION

Under the terms of this contract, the CONSULTANT agrees to perform the work and services described in this Contract. The City of Norman (OWNER) agrees, in accordance with the limitations and conditions set forth in the contract, to pay an amount not to exceed $875,266.50 for the services described in Attachment A, Scope of Services.

ATTACHMENT D
OWNER'S RESPONSIBILITIES

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.

2. OWNER shall be responsible for all permit fees.

3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.

4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.

5. OWNER shall furnish legal assistance as required in the preparation, review, and approval of construction documents.

6. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.

7. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.

2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.

PURCHASE REQUISITION NBR: 0000213467

STATUS: DIVISION APPROVAL

REQUISITION BY: JOSH MALWICK

REASON: DESIGN CONTRACT FOR EAST 24TH AVE WIDENING PROJECT

DATE: 2/19/13

SHIP TO LOCATION: PUB WKS- ENGINEERING

SUGGESTED VENDOR: 8919 ATKINS NORTH AMERICA INC

DELIVER BY DATE: 2/19/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DESIGN CONTRACT FOR EAST 24TH AVE WIDEING PROJECT COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING CONSULTING	875266.50	EA	1.0000	875266.50	

REQUISITION TOTAL: 875266.50

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05095524316201	Capital Projects Design	BP0192 24th SE:Lindsey-Robinson	100.00	875266.50
					875266.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON COUNCIL APPROVAL 3/12/13

City of Norman, OK

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

Master

File Number: K-1213-175

File ID:	K-1213-175	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 25	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**	$44,800.00	**File Created:**	02/28/2013
File Name:	Council Chambers Audio Visual Upgrade - Design			**Final Action:**	

Title: CONTRACT NO. K-1213-175: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND WRIGHTSON, JOHNSON, HADDON AND WILLIAMS, INC., (WJHW) IN THE AMOUNT OF $44,800 TO PROVIDE DESIGN AND CONSULTANT SERVICES FOR THE COUNCIL CHAMBERS AUDIO VISUAL UPGRADE PROJECT AND BUDGET TRANSFER.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-175 with WJHW in the amount of $44,800; and, if approved, authorize the execution thereof and transfer $350,000 from Project No. TR0063 Bridge Replacement Franklin Road, Land (050-9352-431.60-01) designating $50,000 to Project No. BG0027, Council Chambers Audio/Visual Upgrade, Design (050-9365-419.62-01), and $300,000 to Construction (050-9365-419.61-01).

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 25

Attachments: Text File Audio Visual, Summary of RFP Audio Visual, K-1213-175

Project Manager: Brenda Hall, City Clerk

Entered by: brenda.hall@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-1213-175

Body

BACKGROUND: The Capital Budget includes a project for the replacement of the audio visual equipment in the Council Chambers, conference room, and lobby of the Municipal Building. Due to the size and scope of the project $400,000 was budgeted in FYE 2013 and $350,000 in FYE 2014. After further review staff learned having the project budgeted in the same year would assist in project coordination and provide for compatibility of equipment for a seamless transition.

The recent passage of General Obligation Bond projects provided an opportunity for funds originally budgeted in the Capital Fund for portion of those projects to be reallocated for other purposes. The Council Finance Committee met in October 2012 to discuss possible uses for those funds and one of the recommendations was

to move forward with the Audio Visual Upgrade Project in the current budget year (FYE 2013).

DISCUSSION: The project includes replacement and/or upgrade of audio, video, and recording equipment currently servicing the Council Chambers, conference room, and lobby area. All equipment will interface with the digital server and web streaming hardware purchased in 2009. The project will also split the system to allow meetings to go on simultaneously in both rooms without any audio bleed over. The project will also address the poor video and audio quality on Channel 20. The current equipment was included in the original installation when the building was constructed in 1998 and has exceeded its useful life. Parts are no longer available for many of the components in the system and there are ongoing problems with the audio and video feed during broadcast that can not be repaired.

This contract will provide for design, preparation of bid specifications, and construction oversight for the project. Request for proposals were solicited from six consulting firms, three firms completed on-site visits, and two proposals were received; Wrightson, Johnson, Haddon & Williams, Inc., (WJHW) and Fowler, Inc. The proposals were reviewed by a staff committee consisting of Brenda Hall, City Clerk; Larry Knapp, GIS Analyst/Audio-Video staff support; Joyce Green, GIS Manager; Kari Madden, Network Manager; Robert Gruver, Network Administrator; and Kathryn Walker, Assistant City Attorney.

After thorough review of the proposals the committee felt while both firms have expertise in audio, video and digital recording systems; WJHW has a broader background and expertise with video production and broadcast systems in the municipal arena. The committee unanimously supported the proposal submitted by WJHW in the amount of $44,800. Under the proposed contract, WJHW will meet with all appropriate parties to discuss and receive input from the stakeholders and to observe and document the existing conditions in detail. WJHW will review the existing broadcast and internet streaming provisions and gather input from Cox, Granicus, and U-Verse to learn what is required to incorporate those provisions into the renovated facility. Following completion of the fact gathering and discovery process, WJHW will present the staff committee with a narrative that discusses the performance objectives, probable cost, preliminary recommendations for acoustical materials and finishes, space requirements, and preliminary AC power and cooling loads. WJHW will then develop final construction documents and specifications for bidding; review bids once received to provide an analysis based on compliance with the bid documents, qualifications and value; and assist with project oversight. Upon completion of the project, WJHW will perform final set-up and testing of the systems.

If the contract is approved, the overall timeframe for the project is seven to nine months. Staff anticipates completion of design and preparation of bid specifications by mid to late May 2013 with the award of integrator contract in late June or early July, 2013. Once the integrator contract is approved by Council the completion of the project is estimated at four to five months.

A portion of the funds for the project are budgeted in the FYE 2013 Capital Budget, Project No. BG0027, Council Chambers Audio/Visual Upgrade, Construction (050-9365-419.62-01) in the amount of $400,000. As recommended by the Council Finance Committee, it is necessary to transfer the remaining $350,000 project budget originally budgeted in FYE 2014 from Project No. TR0063, Bridge Replacement Franklin Road to Project No. BG0027, Council Chambers Audio/Visual Upgrade to fully fund the project. Upon completion of the project, any remaining funds will be reverted to the Capital Fund Balance for use in other projects.

STAFF RECOMMENDATION: Staff recommends Contract No. K-1213-175 with Wrightson, Johnson, Haddon & Williams, Inc., in the amount of $44,800 be approved and funds in the amount of $350,000 be transferred from Project No. TR0063 Bridge Replacement Franklin Road, Land (050-9352-431.60-01) to Project No. BG0027, Council Chambers Audio/Visual Upgrade, Design (050-9365-419.62-01), $50,000, and $300,000 to Construction (050-9365-419.61-01).

Summary of Proposals
Council Chambers Audio Visual Upgrade Project
February 28, 2013

The following summary is a list of firms contacted to submit proposals for consultation and design services for the Council Chambers Audio Visual Upgrade Project.

CONSULTANT	FEE	COMPLETED SITE VISIT	PROPOSAL SUBMITTED
Fowler, Inc. Norman, OK	$60,000	Yes	Yes
Wrightson, Johnson, Haddon and Williams, Inc., (WJHW) Dallas, TX	$44,800	Yes	Yes
AVISystems Kansas		No	No response to request
AVL Systems Edmond, OK		No	No Does not work with broadcast systems.
Ford A/V Oklahoma City, OK		Yes	No Does provide design services, but after site visit indicated they were more interested in bidding on the installation.
PSNI Tulsa, OK		No	No Not interested in the design work. Wants to bid on installation.

RECOMMENDATION: Staff recommends WJHW be awarded the design contract for the Council Chambers Audio Visual Upgrade Project. Upon Council approval of this agenda item, funds in the amount of $50,000 will be available in Project No. BG0027, Council Chambers Audio/Visual Upgrade, Design (050-9365-419.62-01) for the services outlined Contract No. K-1213-175.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Wrightson, Johnson, Haddon & Williams, Inc., [WJHW] (CONSULTANT) for the following reasons:

1. **OWNER** intends to replace the audio visual equipment in the Council Chambers and Conference Rooms (Council Chambers Audio/Visual Upgrade Project); and,
2. **OWNER** requires certain professional analysis, design, and project oversight/coordination services in connection with the Project (the Services); and,
3. **CONSULTANT** is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this Agreement shall be _ _ _ day of March, 2013.

ARTICLE 2 - GOVERNING LAW
This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES
CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE
CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A.

ARTICLE 5 - COMPENSATION
OWNER shall pay CONSULTANT for the audio video and acoustic services outlined in the Scope of Services (Attachment A) and further outlined in the proposal dated January 22, 2013, (Attachment B) for a fee of $44,800 (excluding reimbursables).

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 – INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT agrees to indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the CONSULTANT in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless the CONSULTANT, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

(a) General Liability Insurance, with a limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.

(b) Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

(c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of $500,000 for each occurrence.

(d) Professional Liability Insurance, with a limit of $1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

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; provided, however, the nonperforming party shall have 14 calendar days from the receipt 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 CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed (plus reimbursable expenses). Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, contractor delays or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

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

Brenda Hall
City Clerk
City of Norman
P.O. Box 370
Norman, OK 73070

(CONSULTANT - WJHW):

Bill Kistler, Associate Wrightson, Johnson, Haddon & Williams, Inc.4801 Spring Valley road, Suite 113
Dallas, TX 75244

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES
In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within thirty (30) days after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY
CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER
A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION
This Agreement, including Attachments A and B incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS
OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT
Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS
The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and (Wrightson, Johnson, Haddon & Williams, Inc., [WJHW]) have executed this Agreement.

DATED this _____ day of _____, 20___.

The City of Norman (OWNER)	Wrightson, Johnson, Haddon & Williams, Inc (CONSULTANT)
Signature _____	Signature Cheli D. Myers
Name _____	Name Cheli D. Myers
Title _____	Title President
Date_____	Date March 4, 2013
Attest:	Attest:

_____
City Clerk

Approved as to form and legality this 6 day of March 20 13.

_____
City Attorney

ATTACHMENT A
SCOPE OF SERVICES

PROGRAMMING

- Refine, as necessary, a programmatic understanding of the project.
- Visit the site and meet with all appropriate parties to discuss and receive input from the stakeholders and together their input, and to observe and document the existing conditions in detail.
- Review the existing broadcast and internet streaming provisions and learn what is required for the renovated facility.
- Present the Owner and Design Team a narrative that discusses performance objectives, opinion of probable cost, preliminary recommendations for acoustical materials and finishes, space requirements for AV equipment, and preliminary AC power and cooling loads, where applicable.

CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS

- Determine the building requirements to implement the technical systems.
- Provide input to the design team on initial power and heat load requirements, typical device locations on floor and ceiling plans, preliminary layouts in equipment rooms and conduit distribution requirements for each of the technical systems included in the project.
- Develop final construction documents for each of the systems included in the project.
- Coordinate technical systems included in the project with the appropriate design team members.
- Provide design and construction documents on CAD backgrounds provided by the Owner.
- Prepare Construction Documents (drawing and specifications) to be released as a biddable package by the City. All work will be coordinated with the appropriate design team members.

CONTRACTOR SELECTION/BID REVIEW

- Work with the project stakeholders and the design team to pre-qualify contractors, if requested.
- Respond to bid questions, RFI's, etc.
- Review bids/proposals received for our design scope and provide an analysis based on compliance with the bid documents, contractor qualifications and value.

CONSTRUCTION ADMINISTRATION

- Assist in the review of substitutions, proposed changes, change orders, contractor's schedules and reports regarding work related to the systems included in the project.
- Respond to RFIs as it relates to the systems included in the project.
- Review the submittals of the successful contractor(s) one time for each discipline.
- For acoustics, Submittals and RFI's will be not be approved or disapproved, rather a description of those items requiring action or are commendation regarding technical qualification or action from an acoustical perspective will be provided in written form for use in providing an official response authored by the responsible party.
- Attend pre-construction meetings related to the systems for which we are responsible.
- Observe, on one occasion, the conduit and cabling installation.
- Provide a single initial punch list of the systems included in the project and provide documentation to OWNER of such testing.
- After the systems are operational and any punch list items have been cleared, perform final set-up and testing of the systems included in the project.
- WJHW's costs associated with final testing/balancing/EQing of the systems shall be set forth as an allowance in the issued specifications to the contractor.

Attachment B

WJHW

January 22, 2013

Wrightson, Johnson, Haddon & Williams, Inc.
Designers and Planners for Sound, Video, Multi-Media
Telecommunications, Broadcast, Theatre & Acoustics

Dallas - San Antonio - Denver

Brenda Hall
City of Norman
201 West Gray, Bldg. A
Norman, OK 73069

VIA EMAIL: Brenda.Hall@NormanOK.gov

Re: City of Norman Council Chambers Audio Visual and Acoustics

Dear Brenda:

Our proposal includes the professional services necessary to design, plan, and coordinate the Acoustical and Technical Systems for the above referenced project. In addition, it includes all Administrative and Contract Administration services, from Programming Verification through Construction Administration. These services are hereinafter known as the "Base Services." It is prepared and offered by Wrightson, Johnson, Haddon & Williams, Inc. hereinafter known as "WJHW", to The City of Norman hereinafter known as the "Owner". Our proposal is intended to form the basis of an agreement between the "Owner" and "WJHW" for the services and fees as described.

PROJECT UNDERSTANDING

Wrightson, Johnson, Haddon & Williams, Inc. (WJHW) will provide the design and consultative services based on an approved programming document which may include the following services:

- Sound system modifications and enhancements to allow the audio to be processed for chamber reinforcement, assisted listening system, and streaming and recording
- Wireless microphone capability
- Dias Station
  - Electronic voting system
  - Request to speak functions
  - LCD monitor
  - Audio speaker
- VGA/HDMI and video connections at various locations
- Clock timer with physical and virtual clocks
- Custom multi-media lectern
  - VGA/HDMI connections
  - Microphone
  - Built in PC and LCD monitor for preview
- Multi-camera recording and switching system
  - Cameras to have pan, tilt, and zoom capability and to be high resolution
  - Camera controller with camera location presets
  - Network streaming component
- Broadcast plates with audio and video connections for press
- All aspects of video system to be designed with high definition digital video
- Overflow sound and video in the lobby
- Recommendations/details on acoustic treatments

4801 Spring Valley Road, Suite 113 Dallas
TX 75244
972.934.3700 voice 972.934.3720 fax

SCOPE OF EFFORTS

PROGRAMMING

WJHW will:

- Refine, as necessary, a programmatic understanding of the project.
- Visiting the site and meeting with all appropriate parties to discuss and receive input from the stakeholders and to gather their input, and to observe and document the existing conditions in detail.
- Reviewing the existing broadcast and internet streaming provisions and learn what is required for the renovated facility.
- Present the Owner and Design Team a narrative that discusses performance objectives, opinion of probable cost, preliminary recommendations for acoustical materials and finishes, space requirements for AV equipment, and preliminary AC power and cooling loads, where applicable

CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS

WJHW will:

- Proceed with determining the building requirements to implement the technical systems.
- Provide input to the design team on initial power and heat load requirements, typical device locations on floor and ceiling plans, preliminary layouts in equipment rooms and conduit distribution requirements for each of the technical systems for which we have been given responsibility.
- Work to develop final construction documents for each of the systems for which we have been given responsibility.
- Coordinate technical systems for which we have been given responsibility with the appropriate design team members.
- Provide design and construction documents on CAD backgrounds provided by the Owner.
- Prepare Construction Documents (drawing and specifications) to be released as a biddable package by the City. All of our work will be coordinated with the appropriate design team members.

CONTRACTOR SELECTION/BID REVIEW

WJHW will:

- Work with the project stakeholders and the design team to pre-qualify contractors, if requested.
- Respond to bid questions, RFI's, etc.
- Review bids/proposals received for our design scope and provide an analysis based on compliance with the bid documents, contractor qualifications and value.

CONSTRUCTION ADMINISTRATION

WJHW will:

- Assist in the review of substitutions, proposed changes, change orders, contractor's schedules and reports regarding work related to the systems for which we are responsible.
- Respond to RFIs as it relates to the systems for which we are responsible.
- Review the submittals of the successful contractor(s) one time for each discipline for which we are responsible.

- For acoustics, Submittals and RFI's will be not be approved or disapproved, rather a description of those items requiring action or a recommendation regarding technical qualification or action from an acoustical perspective will be provided in written form for use in providing an official response authored by the responsible party.
- Attend pre-construction meetings related to the systems for which we are responsible
- Observe, on one occasion, the conduit and cabling installation.
- Provide a single initial punch list of the systems for which we are responsible and provide documentation to your office of such testing.
- After the installing contractors have notified us that the systems are operational and any punchlist items have been cleared, we will perform final set-up and testing of the systems for which we are responsible.
- WJHW's costs associated with final testing/balancing/EQing of the systems for which we are responsible shall be set forth as an allowance in the issued specifications to the contractor.

FEES

For the audio video and acoustic services outlined above, we propose the following fees of **$44,800** (excluding reimbursable expenses).

These fees are based on our best assessment of the needs of the project and an assumed systems budget of approximately $450,000. If our understanding of the scope requires modification, please let us know; we will work with you on a changed scope of services and fee structure.

OTHER PROJECT PROVISIONS

RESPONSIBILITIES

Value Engineering: If "value engineering" (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW's recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

If the Owner requires the incorporation of changes to the project documents to which WJHW has objected, the Owner agrees, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney's fees and the cost of defense, which arise in connection with or as a result of the incorporation of such changes required by the Owner.

Re-design: WJHW will perform programming, analysis and design work one time. If we are requested to provide re-design or value engineering changes, after our design is issued for bid and/or incorporated, due to something beyond our control (change in overall project budget, changes based on the Owner's request, etc.), we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

Additional Services: The need to perform Additional Services may arise as the Project proceeds. If that occurs, WJHW will notify the Owner for direction. Additional Services, if approved, shall be provided on either hourly basis or for a negotiated fee plus reimbursable expenses.

Seal: There is no "seal" for our design services; therefore, the contract documents produced will not be sealed by WJHW. As many of the technical systems that are designed by WJHW require close coordination with the electrical and structural engineers, these engineers may need to review and develop schedules and related documents for their seal.

Project Electrical Engineer will size all current-carrying conductors and related conduit. The Project Structural Engineer will specify all structural members and attachments to the structure.

Standard of Care: WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.

Exclusion: Any services not specifically described in our scope of services as basic services are specifically excluded from the services that WJHW will provide on this assignment.

Limitations of Construction Responsibilities: WJHW shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

PROJECT TRIPS

The scope and fees shown above are predicated on up to a maximum of five (5) trips in to Norman, Oklahoma during the life of the project. Any additional trips or man-days requested or authorized by the Owner will be on an additional services basis, either hourly or for a negotiated fee plus reimbursable expenses.

REIMBURSABLE EXPENSES

Unless otherwise stated in the proposal/agreement, expenses incurred while providing additional services will be invoiced at cost in addition to the professional fees. Examples of reimbursable expenses are, but not limited to: airfare at coach class, travel agent fees, mileage at prevailing IRS rates, subsistence in connection with travel, printing, reproduction, overnight delivery service, etc.

INVOICING AND PAYMENTS

Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on percentage of completion. Payment is due in full, without retainage within 30 days.

INSURANCE

WJHW carries Professional Liability, General Liability and Workers Compensation in accordance with typical requirements, and will, upon request, provide a certificate of insurance. Increases in insurance coverage limits beyond those which are carried by WJHW and the cost of adding additional insured's to our policy as directed by the Owner will be invoiced as a reimbursable expense.

MISCELLANEOUS

Government Fees: The professional fees listed in the proposal/ agreement do not include any government-imposed fees, duties, taxes (excise or otherwise), accounting costs associated with computing these costs or other costs, which are not specifically contained within the professional fees or the reimbursable expenses. Any such fees or taxes, which are imposed on the professional services provided by WJHW, will be added to our invoices.

Indemnification: WJHW and Owner agree to indemnify and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent caused by the negligent acts, errors, or omissions of the other, or anyone for whose acts either of them may be legally liable.

Entire Agreement: This proposal/agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements. No waiver of modification to the terms of this agreement is valid unless contained in a written document signed by WJHW.

TERMINATION

This Agreement may be terminated by either party upon no less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement.

This proposal is based on our current best understanding and expectations of the project requirements. If, after reading this proposal, you feel that modification of our proposed services is in order, we will work with you to arrive at a mutually agreeable scope of services and associated fees.

Thank you for your time and for giving us the opportunity to prepare this proposal. Please let us know if you have any questions or need further information.

Best Regards,

WRIGHTSON, JOHNSON, HADDON &
WILLIAMS, INC.

Bill Kistler
Associate

CC: WJHW Marketing

ACCEPTED:

_____
By

_____
Title

_____
Date

City of Norman, OK

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

Master

File Number: R-1213-105

File ID:	R-1213-105	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 26	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	02/25/2013
File Name:	Street Name Change-St. James Park			**Final Action:**	

Title: RESOLUTION NO. R-1213-105: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CHANGING THE STREET NAME IN ST. JAMES PARK, SECTION 3, FROM LONGWOOD LANE TO EVERTON LANE.

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-105.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 26

Attachments: Text File R-1213-105, Memo Street Name Change, Letter of Request Street Name Change, R-1213-105.pdf, St James Place Location Map

Project Manager: Ken Danner, Subdivision Manager

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File R-1213-105

body

BACKGROUND: The final plat for St. James Park, Section 3, was filed with the Cleveland County Clerk on March 11, 2005.

DISCUSSION: The applicants desire to change the name of LONGWOOD LANE to EVERTON LANE in St James Park, Section 3 which is located on 24th Avenue S.E. south of Highway 9. Longwood Lane is 210 feet in length from the centerline of the intersection with 24th Avenue S.E. to the centerline of the intersection with Langley Drive. One residential lot is platted and developed on the north side of Longwood Lane. The lot fronts Langley Drive and is addressed off of Langley Drive. The applicants/developers wish to use the street name Everton Lane in the future when final plats of St. James Park are submitted to extend Everton Lane to the east. Staff has checked the proposed street name and has determined there is no duplication within the city limits of Norman. The applicant will be responsible for paying the City to replace the street name signs.

STAFF RECOMMENDATION: Staff has reviewed the request and is not opposed to the street name change. Subject to approval by the City Council, Resolution No. R-1213-105 will be filed with the Cleveland County Clerk. The filed documents will be distributed to various agencies within the City. Maps and other documents that include the previous street name will be changed to reflect the new name.

office memorandum

DATE: February 20, 2013

TO: Ken Danner, Subdivision Manager

FROM: Brenda Hall, City Clerk

SUBJECT: Application to Change Street Name

An Application to Change Name of Street was filed in my office today for permission to change Longwood Lane to Everton Lane. The application fee has been paid. It is my understanding, St. James Park, LLC, the applicant, is the sole property owner along Longwood Lane.

I am forwarding the request to your office and requesting that your office prepare the necessary resolution. The item is tentatively scheduled for Council's consideration at its meeting of March 12, 2013. If further action is needed from my office, please notify me.

jmr
attachments
cy: Shawn O'Leary, Director of Public Works
Susan Connors, Director of Planning and Community Development
Jeff Bryant, City Attorney

St. James Park, LLC
770 W. Rock Creek Road, Ste 103
Norman, OK 73069
405-364-3225

February 20, 2013

To the City of Norman:

St. James Park, LLC would like to request a change of street name in St. James Park Addition to Norman. We ask that the street named Longwood Lane be changed to Everton Lane.

We are the sole owners of the property on Longwood Lane. There are no other property owners facing Longwood Lane and no homes exist on Longwood Lane

We respectfully ask for approval of this request.

Sincerely,

Don Cervi
Manager/Member
St. James Park, LLC

Resolution

R-1213-105

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CHANGING A STREET NAME FROM LONGWOOD LANE TO EVERTON LANE IN THE FINAL PLAT OF ST. JAMES PARK, SECTION 3, TO THE CITY OF NORMAN, OKLAHOMA.

§ 1. WHEREAS, the final plat of St. James Park, Section 3, to the City of Norman, Oklahoma, was approved by the Council of the City of Norman, Oklahoma, and was filed of record with the County Clerk of Cleveland County, Oklahoma, on March 11, 2005; and

§ 2. WHEREAS, subsequent to the recording of the final plat with the County Clerk of Cleveland County, Oklahoma, a request has been made to change an existing street name.

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

§ 3. That by the authority in the Council of the City of Norman, Oklahoma, to review and approve subdivisions of land, the street name of Longwood Lane, located in St. James Park, Section 3, is now changed and will be known as Everton Lane.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

_____
Mayor

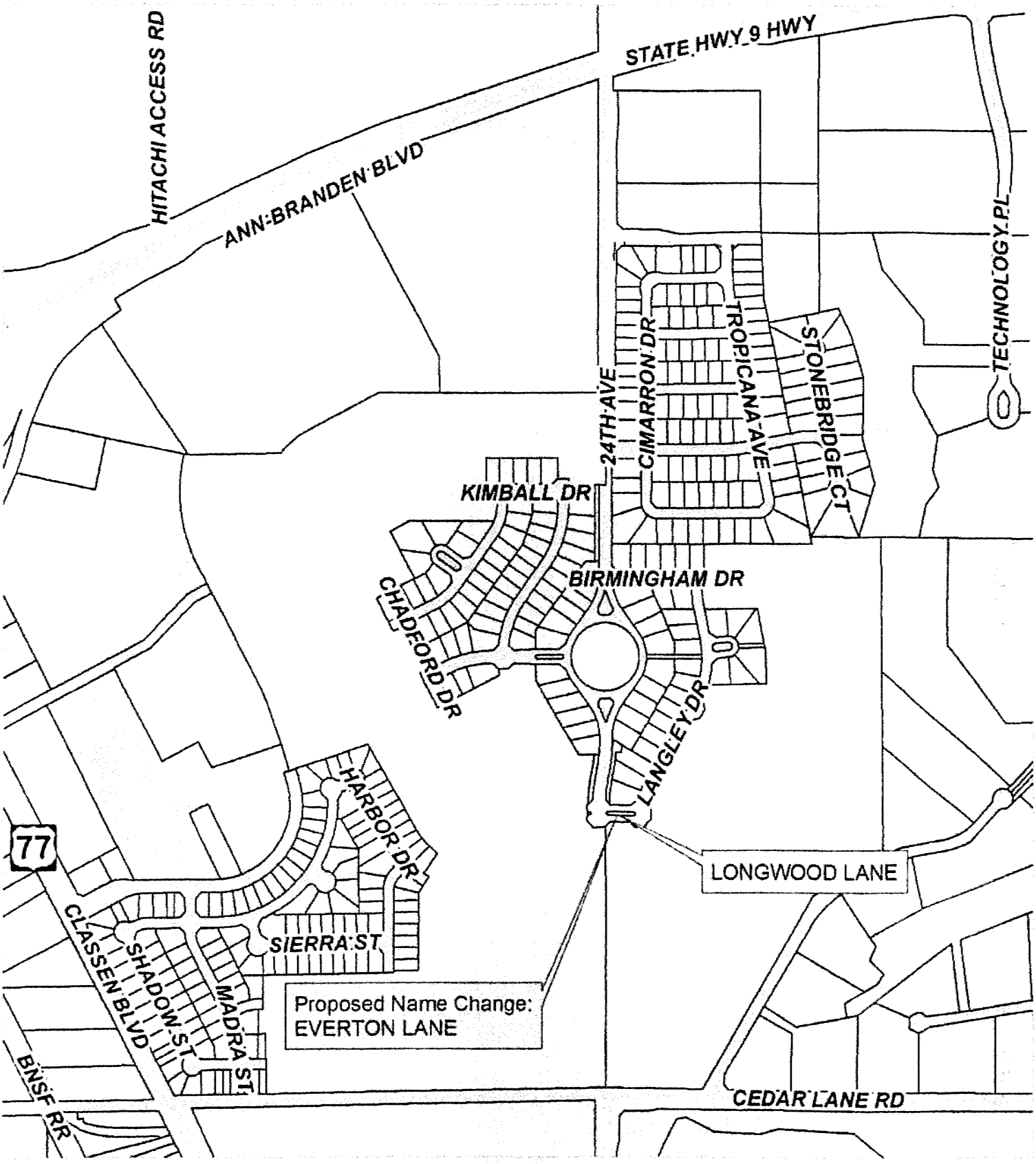
ATTEST:

_____
City Clerk

Before me, the undersigned, a Notary Public in and for Cleveland County, Oklahoma, this _____ day of _____, 2013, personally appeared Cindy Rosenthal and Brenda Hall to me known to be the identical persons who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public



LOCATION MAP

St. James Park, Section 3

Longwood Lane

1 inch = 600 feet

City of Norman, OK

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

Master

File Number: R-1213-106

File ID:	R-1213-106	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 27	**In Control:**	City Council
Department:	Public Works	**Cost:**	$357,863.00	**File Created:**	02/26/2013
File Name:	Budget Appropriation			**Final Action:**	

Title: RESOLUTION NO R-1213-106: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $357,863.00 FROM THE CAPITAL FUND BALANCE RECEIVED AS REIMBURSEMENT FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO BE APPLIED TO THE ROBINSON STREET GRADE SEPARATION PROJECT CONSTRUCTION ACCOUNT.

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-106.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 27

Attachments: Text File R-1213-106, Attachment A.pdf, R-1213-106

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File R-1213-106

body

BACKGROUND: The Robinson Street Underpass Project is a General Obligation Bond Project that was approved by the voters in March, 2005. The project boundaries are approximately 500 feet west of Flood Avenue to 500 feet east of Stubbeman Avenue. The City secured federal funding for the project from four sources: (1) the Transportation and Community and System Preservation (TCSP) Program, (2) two line items in the SAFETEA-LU legislation, which was signed into law by the President of the United States in 2005, (3) Association of Central Oklahoma Governments (ACOG) and (4) Stimulus Funding.

On October 25, 2005, City Council approved Contract K-0506-82, a project agreement with the Oklahoma Department of Transportation (ODOT) in order to secure federal funds for the Robinson Street Underpass project. This project removed the at-grade railroad crossing on Robinson Street by rebuilding Robinson Street underneath a new railroad bridge. This project also provided additional turn lanes at the intersections of Flood Avenue/Robinson Street and Stubbeman Avenue/Robinson Street. On December 22, 2009, Council approved Amendment No. 1 to Contract No. K-0506-82, a Project Agreement with ODOT for the construction of the Robinson Street Grade Separation Project. The estimated construction cost was $17,359,147.

The bids for this project were opened on February 18, 2010 and they came in lower than expected. The

construction cost of the project based on the bids was $15,718,915. On May 14, 2010, Council approved Contract K-0910-174, a revised construction contract with ODOT reducing the City's required match based on the bids received. Construction of the project began in June 2010. The project was substantially complete by the end of November 2012.

DISCUSSION: Contract No. K-0506-82 provided for reimbursing the City for the engineering cost associated with the project. Staff had requested, and ODOT paid three separate reimbursements. See Attachment A for reimbursements of engineering design fees previously paid by the City to HNTB Corporation. The reimbursement payments were mistakenly deposited into the Capital Fund Balance instead of the project account. This action will place the funds into the project account to be available for the final close-out of the project finances.

The current construction cost estimate of $ $17,591,936.37 has the City share of the project underfunded by an estimated amount of $300,000 to $400,000. Transferring the previous reimbursements from the capital fund balance to the project account will reduce the current unfunded balance to less than $50,000. The total final project cost is currently estimated to be $25,388,248.21. The final audit of the project by ODOT officials will take place over the next couple of years.

RECOMMENDATION: Staff recommends appropriating $357,883 from the Capital Fund Balance, (Account No. 050-0000-253.20-00) to the Capital Fund, Robinson Street Underpass Construction (Account No. 050-9065-431.62-01) Project No. BP0203.

ATTACHMENT A

Resolution No. R-1213-106

Design Reimbursement

Date	Amount
December 2006	$ 196,540.57
June 2007	$ 73,463.33
March 2008	$ 87,858.86
Total	$357,862.76

Resolution

R-1213-106

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $357,863 FROM THE CAPITAL FUND BALANCE RECEIVED AS REIMBURSEMENT FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO BE APPLIED TO THE ROBINSON STREET RAILROAD UNDERPASS PROJECT CONSTRUCTION ACCOUNT.

§ 1. WHEREAS, on October 25, 2005, City Council approved Contract No. K-0506-82, a project agreement with the Oklahoma Department of Transportation for the construction of the Robinson Street Railroad Underpass Project; and

§ 2. WHEREAS, Contract No. K-0506-82 provided for reimbursing the City for the engineering costs associated with the project and Staff had requested and received three separate reimbursements; and

§ 3. WHEREAS, the reimbursement payments were mistakenly deposited into the Capital Fund Balance instead of the project account; and

§ 4. WHEREAS, it is now necessary to appropriate funds to apply these reimbursements to the project account.

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

§ 5. That the following appropriations be made for the above-stated reasons:

Account Name	Losing Account	Gaining Account	Amount
Project No. BP-203, Robinson Street Underpass Project, Design	050-0000-253.20-00	050-9065-431.62-01	$357,863

PASSED AND ADOPTED this 12th day of March, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: PP-1213-12

File ID:	PP-1213-12	**Type:**	Preliminary Plat	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 28	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	01/22/2013
File Name:	St. James Park Rev. Preliminary Plat			**Final Action:**	

Title: CONSIDERATION OF A REVISED PRELIMINARY PLAT FOR ST JAMES PARK ADDITION. (GENERALLY LOCATED ON BOTH SIDES OF 24TH AVENUE S.E. BETWEEN STATE HIGHWAY 9 AND CEDAR LANE ROAD)

Notes: ACTION NEEDED: Motion to approve or reject the revised preliminary plat for St. James Park Addition.

ACTION TAKEN: _____

Agenda Date: 03/12/2013

Agenda Number: 28

Attachments: Text File St James Park, Attachment A Prelim, StJamesPrelim Location Map, Revised Preliminary Plat St James Place, St James Park Staff Report, St James Park Transportation, Predevelopment St James Park, GBC 12-33_St James Place_Comments to PC, 2-14-13 PC Minutes - PP-1213-12

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	02/14/2013	Approved on the Consent Agenda				Pass
	Action Text:	A motion was made by Commissioner Gasaway, seconded by Commissioner Sherrer, to Approve the Consent Docket. The motion carried by the following vote:					

Text of Legislative File PP-1213-12

body

BACKGROUND: This item is a revised preliminary plat for St. James Park Addition and is generally located on both sides of 24th Avenue S.E. between State Highway No. 9 and Cedar Lane Road.

The Norman Board of Parks Commissioners, at its meeting of June 5, 2003, recommended public park land for St. James Park Addition.

City Council, at its meeting of May 10, 1983, adopted Ordinance No. O-8283-89, placing a portion of this property in R-1, Single-Family Residential zoning district and removing it from I-1, Light Industrial zoning district. City Council, at its meeting of August 26, 2003, adopted Ordinance No. O-0203-59 placing the remainder of the property in R-1, Single-Family Residential zoning district and removing it from I-1, Light Industrial and RM-2, Low Density Apartment District.

The original preliminary plat expired August 26, 2008. The owner/developer has submitted a revised preliminary plat to allow further development within the subdivision. Significant changes include alterations to the street layout primarily changing 24th Avenue S.E. into a one-way street going south from "H" street to the intersection of Cedar Lane Road. This was agreed to during the development of the Links apartments south of Cedar Lane Road to eliminate a potential cut through to the north through the single family development to obtain access to State Highway No. 9.

The revised preliminary plat consists of 489 single-family residential lots. St. James Park, Sections 3 and 4 have been filed of record with the County Clerk and were originally part of the preliminary plat and consisted of 101 single-family residential lots.

Planning Commission, at its meeting of February 14, 2013, on a vote of 8-0, recommended to City Council that the revised preliminary plat for St. James Park Addition be approved.

DISCUSSION: Completion of the proposed addition located between State Highway 9 on the north, Cedar Lane Road on the south, U.S. Highway 77 on the west and extending east of 24th Avenue SE will add 489 single-family residential lots to what has already developed. Traffic studies have already been completed for this area including the full development of the preliminary plat which has expired since it was originally filed. The proposed 489 lots are expected to generate 4,594 trips on an average weekday and 485 trips during the PM peak hour. Traffic impact fees were established as part of these previous studies which remain applicable to the current plan for build out of this addition. As such, no revised or updated traffic impact study was required. Traffic capacities on nearby arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated. See Attachment A.

Completion of this addition is being constructed generally north and west of existing development. All access will be by way of either 24th Avenue SE north to State Highway 9 or internal connections south to Cedar Lane Road. Traffic impact fees of $163.74 per PM peak hour trip were previously calculated for the Southlake development for improvements at multiple locations along U.S. Highway 77 including Cedar Lane Road. It is anticipated that 25 percent of the traffic generated by the build-out of this addition will use the portion of U.S. Highway 77 between Cedar Lane Road and State Highway 9. Consequently, an impact fee of $19,853.48 ($163.74 per PM trip * 0.25(485 PM trips) = $19,853.48) should be collected with the filing of the final plat.

Public improvements for this property consist of the following:

Fencing (screening). Fencing will be installed adjacent to Cedar lane Road for the residential lots backing or siding the arterial street.

Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

Sanitary Sewers. Eight inch (8") sanitary sewer mains (or larger) are proposed for this development.

Sidewalks. Sidewalks will be constructed on each lot prior to occupancy. Sidewalks will be constructed adjacent to Cedar Lane Road. Staff will recommend deferral of the sidewalk adjacent to Cedar Lane Road if a final plat is submitted due to the Cedar Lane Road Project.

Drainage. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards and conveyed to proposed privately maintained detention facilities. A Property Owners Association will be established for the maintenance of the detention facilities and common features.

Streets. Streets will be constructed in accordance with approved plans and City paving standards. Cedar Lane Road will be widened to a half width arterial street. Staff will recommend deferral with final platting.

There is a petroleum pipeline located on the eastern boundary of the property. In the event the petroleum pipeline has to be upgraded, a temporary access road will be constructed to provide access to Block 19, Lots 1-10. While Everton Lane is closed for the pipeline installation, the temporary access will be constructed to meet the requirements of the Director of Public Works and the Norman Fire Department. The cost will be the responsibility of the developers/Home Owners Association.

Traffic calming devices will be utilized at the intersection of 24th Avenue S.E. and "H" Street; 26th Avenue S.E. and Everton lane; Southlake Boulevard and 21st Street; and Bretford Way and "E" Street. The specific design and type of calming devices will be decided with the submittal of construction plans with final platting.

Traffic Signal and Intersection Improvements. Traffic impact fees of $163.74 per PM peak hour trip were previously calculated for the Southlake development for improvements at multiple locations along U.S. Highway 77 including Cedar Lane Road. It is anticipated that 25 percent of the traffic generated by the build-out of this addition will use the portion of U.S. Highway 77 between Cedar Lane Road and State Highway 9. Consequently, an impact fee of $19,853.48 ($163.74 per PM trip * 0.25(485 PM trips) = $19,853.48) should be collected with the filing of the final plat.

Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. There are existing twelve-inch (12") water mains adjacent to 24th Avenue S.E. and Cedar Lane Road. A portion of the water main may be relocated with the design of the revised preliminary plat.

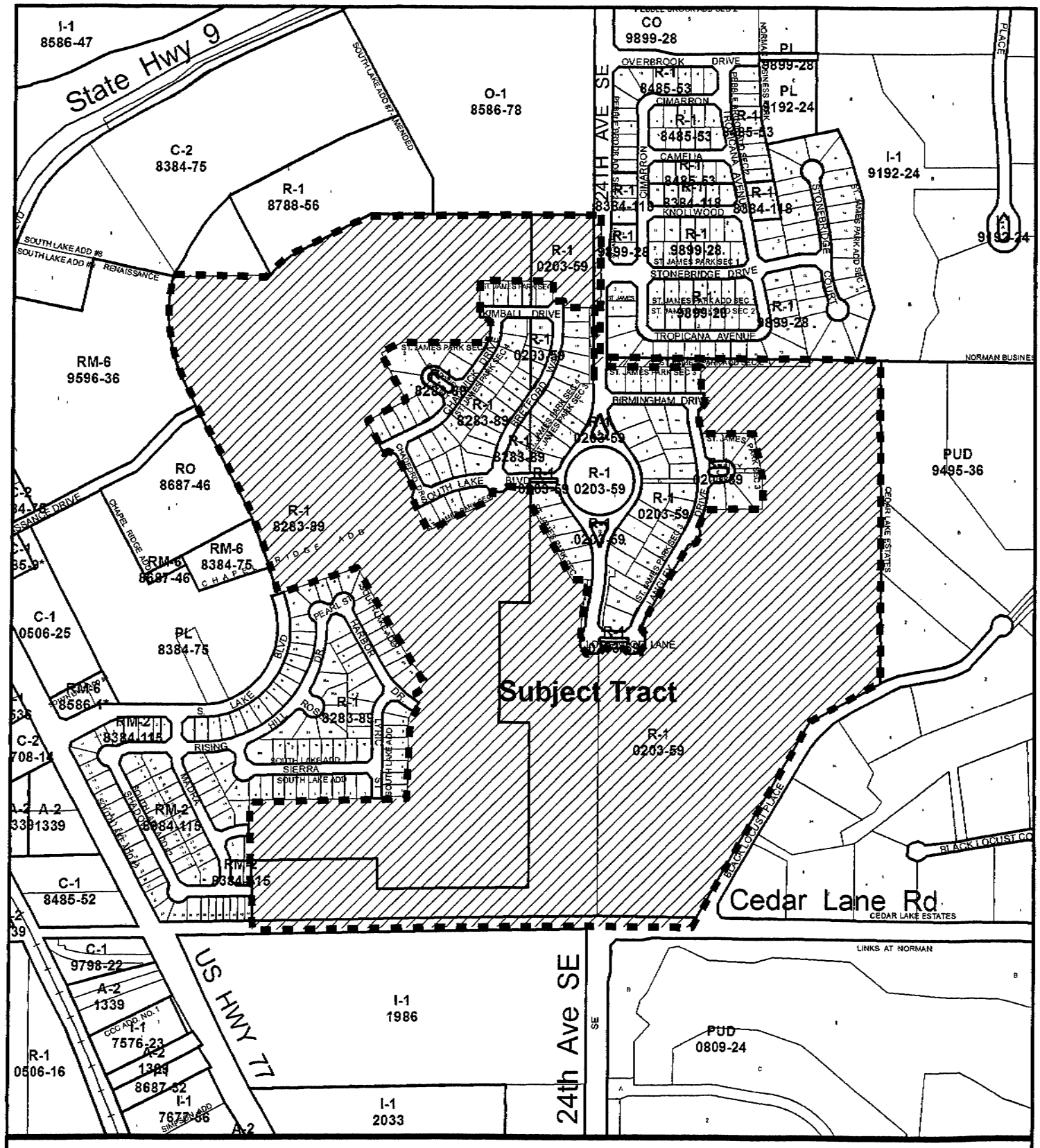
Public Dedications. All rights-of-way and easements will be dedicated to the City with final platting. The common areas/open space "blocks" are located throughout the development. These areas "H", "I", and "K" are also located adjacent to Cedar lane Road. Additionally, these will be utilized for utilities and contain "Limits of No Access". All of these areas, including detention facilities, will be maintained by the Property Owners Association.

RECOMMENDATION: Based on the above information, Staff recommends approval of the revised preliminary plat for St. James Park Addition.

ATTACHMENT A

Preliminary Plat
St. James Park Addition

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
Classen Boulevard	4	16,315	1,150	17,465	34,200	47.70	51.07
Cedar Lane Road	2	10,774	1,400	12,174	17,100	63.01	71.19
24th Avenue SE	2	5,000	3,200	8,200	17,100	29.24	47.95
State Highway 9	4	17,100	2,600	19,700	34,200	50.00	57.60



Location Map

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

N
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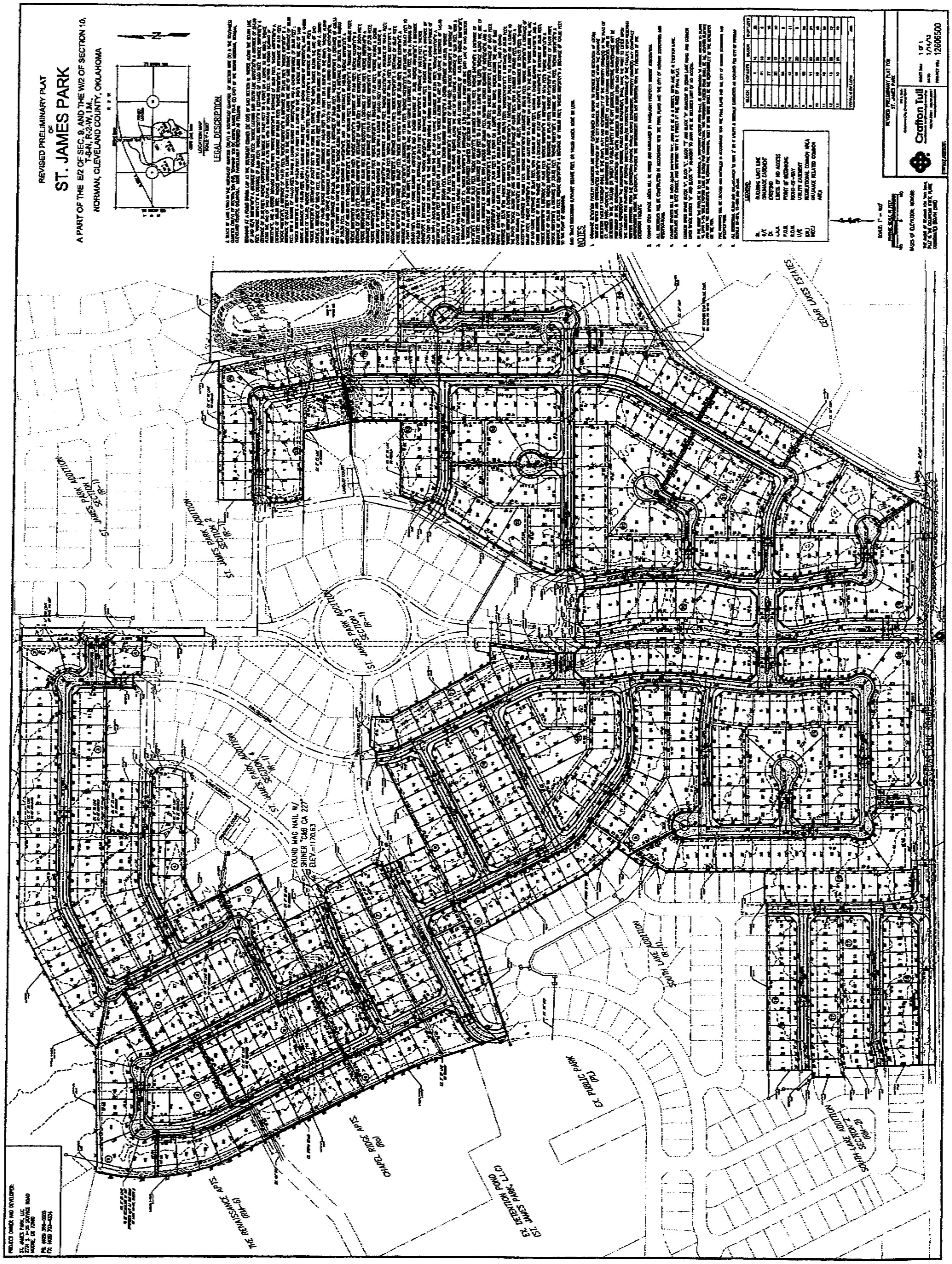
December 4, 2012

0 300 600 Ft.

Subject Tract

Zoning


REVISED PRELIMINARY PLAT
OF
ST. JAMES PARK
A PART OF THE E/2 OF SEC. 9, AND THE W/2 OF SECTION 10,
T-8-N, R-2-W, I.M.,
NORMAN, CLEVELAND COUNTY, OKLAHOMA
LEGAL DESCRIPTION
NOTES
CEDAR LAKES ESTATES
ST. JAMES PARK ADDITION SECTION 1 (R-1)
ST. JAMES PARK ADDITION SECTION 2 (R-1)
ST. JAMES PARK ADDITION SECTION 3 (R-1)
ST. JAMES PARK ADDITION SECTION (R-1)
FOUND MAG NAIL W/ SHINER "C&B CA 227" ELEV.=170.63
SOUTH LAKE ADDITION (R-1)
EX. PUBLIC PARK (R-1)
SOUTH LAKE ADDITION SECTION 2 (RM-2)
CHAPEL RIDGE APTS (RM)
EX. DETENTION POND (ST. JAMES PARK, L.L.C)
THE RENAISSANCE APTS (RM-6)
Crafton Tull

REVISED PRELIMINARY PLAT
PP-1213-12

ITEM NO. 5

STAFF REPORT

ITEM: Consideration of a Revised Preliminary Plat for ST. JAMES PARK ADDITION.

LOCATION: Generally located on both sides of 24th Avenue S.E. between State Highway No. 9 and Cedar Lane Road.

INFORMATION:

1. Owner. St. James Park, LLC.

2. Developer. St. James Park, LLC.

3. Engineer. Crafton Tull

HISTORY:

1. September 12, 1967. City Council adopted Ordinance No. 1987 placing a portion of this property in I-1, and removing it from A-2, zoning classification.

2. February 27, 1968. City Council adopted Ordinance No. 2033 placing a portion of this property in I-1, and removing it from A-2, zoning classification.

3. July 8, 1968. City Council adopted Ordinance No. 2177 placing a portion of this property in I-1, and removing it from A-2, zoning classification.

4. April 7, 1983. The Norman Board of Parks Commissioners, on a vote of 7-0, recommended park land dedication for South Lake Addition.

5. April 14, 1983. Planning Commission, on a vote 7-0, recommended to the City Council that a portion of this property be placed in R-1 and RM-2, and removed from I-1, zoning classification.

6. April 14, 1983. Planning Commission, on a vote 7-0, approved the preliminary plat for South Lake Addition.

7. May 10, 1983. City Council adopted Ordinance No. O-8283-89 placing a portion of this property in R-1, and removing it from I-1 zoning classification.

8. May 12, 1983. Planning Commission, on a vote of 8-0, recommended to City Council that a portion of this property be placed in RM-2 with permissive use for a Planned Unit Development and removed from RM-2 zoning classification.

9. May 12, 1983. Planning Commission, on a vote of 9-0, approved the revised preliminary plat for South Lake Addition Addition.

10. June 7, 1983. City Council adopted Ordinance No. O-8283-91 placing a portion of this property in RM-2 with permissive use for a Planned Unit Development, and removing it from RM-2 zoning classification.

11. April 11, 1985. Planning Commission, on a vote of 8-1, recommended to City Council that a portion of this property be placed in RM-2 with a revised site development plan for a Planned Unit Development and removed from RM-2 with permissive use for a Planned Unit Development, zoning classification.

12. April 11, 1985. Planning Commission, on a vote of 9-0, approved the revised preliminary plat for South Lake Addition.

13. May 7, 1985. City Council adopted Ordinance No. O-8485-72 placing a portion of this property in RM-2 with a revised site development plan for a Planned Unit Development, and removing it from RM-2 with permissive use for a Planned Unit Development zoning classification.

14. June 5, 2003. The Norman Board of Parks Commissioners recommended park land requirements.

15. June 12, 2003. Planning Commission, on a vote of 6-0, postponed the request to place this property in R-1, Single Family Dwelling District and remove it from I-1, Light Industrial District and RM-2, Low Density Apartment District for one (1) month.

16. June 12, 2003. Planning Commission, on a vote of 6-0, postponed the preliminary plat for St. James Park Addition for one (1) month.

17. July 10, 2003. Planning Commission, on a vote of 7-0, recommended to City Council that this property be placed in R-1 and removed from I-1 and RM-2 zoning classifications.

18. July 10, 2003. Planning Commission, on a vote of 7-0, recommended to City Council the approval of the preliminary plat for St. James Addition.

19. August 26, 2003. City Council adopted Ordinance No. O-0203-59 placing this property in R-1 and removing it from I-1 and RM-2 zoning classifications.

20. August 26, 2003. City Council approved the preliminary plat for St. James Park Addition.

21. August 26, 2008. Approvals of the preliminary plat for St. James Park Addition became null and void in accordance with the City code.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been reviewed by the Fire Department.

2. Permanent Markers. Permanent markers will be installed prior to acceptance of street improvements.

3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and Oklahoma Department of Environmental Quality Standards. Existing sanitary sewers that are in conflict with the proposed residential lots will be relocated.

4. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy. Sidewalks are required adjacent to Cedar Lane Road. However, with the Cedar Lane Project, staff will recommend deferral with any final plat that might be proposed adjacent to Cedar Land Road.

5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Privately-maintained detention facilities will be utilized. The owners have provided documents that state the property to the east of this property will accept storm water and will provide some detention.

6. Streets. Streets will be constructed in accordance with approved plans and City paving standards. Cedar Lane Road will be constructed as half-width arterial adjacent to this development. However, with the Cedar Lane Project, staff will recommend deferral with any final plat proposed adjacent to Cedar Lane Road.

   Traffic calming devices will be utilized at the intersections of 24th Avenue S.E. and "H" Street; 26th Avenue S.E. and Everton Lane; Southlake Boulevard and 21st Street; and Bretford Way and "E" Street. The design and type of calming devices will be decided with submittal of construction plans with final platting.

   Common Open Space Blocks "K", "I" and "H" adjacent to Cedar Lane Road includes Limits of No Access. Common Open Space Blocks "M" and "N" adjacent to 24th Avenue S.E. includes Limits of No Access.

   In the event the petroleum pipeline located on the eastern boundary of the plat has to be upgraded, a temporary access road will be constructed to provide access to Block 19, Lots 1-10. While Everton Lane is closed for pipeline installation, the temporary access road will be an all-weather surface that meets the requirements of the Director of Public Works and the Norman Fire Department. The cost of the temporary access road will be the responsibility of the developers/Home Owners Association.

7. Water Mains. Water mains will be installed in accordance with approved plans and City and Oklahoma Department of Environmental Quality standards. There are existing twelve inch (12") water mains adjacent to 24th Avenue S.E. and Cedar Lane Road. There are existing water mains that may be abandoned or relocated with the design of this preliminary plat.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

2. Rights-of-Way. Street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map and revised preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION:

Twenty-fourth Avenue S.E. is designated as a collector street through this project. The owners are proposing the southern portion of 24th Avenue S.E. with its intersection with "H" Street to the south with its intersection of Cedar Lane Road as a one-way south. This will eliminate the traffic from the apartments to the south to cut through this single family development to obtain access to State Highway No. 9.

The owners proposed to develop this entire tract as single family development. Many of the open space "Blocks" adjacent to and parallel to Cedar Lane Road will also be used as utility easements and will be maintained by the Home Owners Association. Staff recommends approval of the revised preliminary plat for St. James Park Addition.

A Traffic Impact Summary is attached.

ACTION NEEDED: Recommend approval or disapproval of the revised preliminary plat for St. James Park Addition to City Council.

ACTION TAKEN: _____

CITY OF NORMAN
Development Review Form
Transportation Impacts

DATE: February 5, 2013 **STAFF REVIEW BY:** David R. Riesland, P.E.
City Traffic Engineer

PROJECT NAME: St. James Park Addition Preliminary **PROJECT TYPE:** Residential

Owner: St. James Park, LLC
Developer's Engineer: Crafton Tull
Developer's Traffic Engineer: Crafton Tull

SURROUNDING ENVIRONMENT (Streets, Developments)
Institutional and office development exists to the north of the project location along with some open space to the east and the west and some commercial development to the northwest.

ALLOWABLE ACCESS:
Proposed access will be 24th Avenue SE north to State Highway 9 or three access points south to Cedar Lane Road. Access to Cedar Lane Road will line up with future development in the southeast corner of the Cedar Lane/Classen Blvd intersection.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)
Classen Boulevard : 5 lanes (existing) / 5 lanes (future). Speed Limit—50 mph. No sight distance problems. No medians.
State Highway 9: 4 lanes (existing and future). Speed Limit—50 mph. No sight distance problems. Some median.
Cedar Lane Road: 2 lanes (existing and future). Speed Limit—50 mph. No sight distance problems. No medians.

ACCESS MANAGEMENT CODE COMPLIANCE: **YES** ■ **NO** ☐

Proposed number of access points for the development is in compliance with what is allowed in the subdivision regulations.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	4,594	2,297	2,297
A.M. Peak Hour	360	90	270
P.M. Peak Hour	485	305	179

TRANSPORTATION IMPACT STUDY REQUIRED? **YES** ☐ **NO** ■

RECOMMENDATION: **APPROVAL** ■ **DENIAL** ☐ **N/A** ☐ **STIPULATIONS** ☐

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

Completion of the proposed addition located between State Highway 9 on the north, Cedar Lane Road on the south, U.S. Highway 77 on the west and extending east of 24th Avenue SE will add 480 single-family residential lots to what has already developed. Traffic studies have already been completed for this area including the full development of the preliminary plat which has expired since it was originally filed. The proposed 480 lots are expected to generate 4,594 trips on an average weekday and 485 trips during the PM peak hour. Traffic impact fees were established as part of these previous studies which remain applicable to the current plan for build out of this addition. As such, no revised or updated traffic impact study was required. Traffic capacities on nearby arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated.

All access will be by way of either 24th Avenue SE north to State Highway 9 or internal connections south to Cedar Lane Road. Location of access points meets applicable City criteria. Traffic impact fees of $163.74 per PM peak hour trip were previously calculated for the Southlake development for improvements at multiple locations along U.S. Highway 77 including Cedar Lane Road. It is anticipated that 25 percent of the traffic generated by the build-out of this addition will use the portion of U.S. Highway 77 between Cedar Lane Road and State Highway 9. Consequently, an impact fee of $19,853.48 ($163.74 per PM trip * 0.25(485 PM trips) = $19,853.48) should be collected with the filing of the final plat.

City of Norman Predevelopment **December 20, 2012**

Applicant St. James Park LLC

Location North of Cedar Lane along 24th Avenue SE

Case Number PD 12-35

Time 5:30-6:00 PM

Attendee	Stakeholder	Address	email	phone
Phil Hagen	Applicant's engineer	Crafton Tull Engineering	Phil.hagen@craftontull.com	787-6270
Don Cervi	Applicant	770 W Rock Creek Rd	hfhllc@sbcglobal.net	364-3225
David Imy	Neighbor	2917 Bretford Way	Dimy1979@gmail.com	366-8821
Lisa Summars	Neighbor	3417 Lyric Street	lsummars@att.net	517-6877
Jim Bortmess	Southern Star Pipeline	6724 N. Air Depot Edmond	Jim.w.bortmess@sscgp.com	844-5601
Darren Owings	Southern Star Pipeline	6724 N. Air Depot Edmond	Darren.k.owings@sscgp.com	823-0575
David Lutz	Southern Star Pipeline	6724 N. Air Depot Edmond	David.lutz@sscgp.com	918-352-2566
Rex D Bowen	Neighbor	2109 Harbor Dr	rexbowen@sbcglobal.net	420-1600
Glenn Dewberry	Interested citizen	1408 Spring Creek Dr Yukon 73099	gdewberry@att.net	761-9525
Susan Atkinson	Facilitator City staff			366-5392
Leah Messner	City Staff			217-7748
Terry Floyd	City Staff			366-5446
Ken Danner	City staff			366-5459

Application Summary. The applicant is seeking to renew an expired preliminary plat. The parcel is currently zoned R-1. The *Norman 2025 Land Use and Transportation Plan* designation for the parcel is Single Family Residential. The project will not require rezoning or reclassification of land use.

Applicant's Opportunity. The applicants are seeking to renew a preliminary plat for 140 acres within a larger 200-acre development of single family homes. Approximately 60 acres have already been developed as sections 1-4 of St. James Park. The preliminary plat would include approximately 481 single family homes.

Neighbors' Concerns. Neighbors in attendance were primarily concerned about two issues.

Traffic. Several neighbors expressed concern that the one-way street southbound from the existing clubhouse would create traffic congestion when the subdivision was fully built out in the future.

> **Traffic Light at Southlake Boulevard.** Neighbor asked whether there would be a traffic light installed at Southlake Boulevard and Cedar Lane. He opined that it was already difficult to turn at that intersection.
>
> **Staff Response.** Staff commented that a Traffic Impact Analysis (TIA) had been completed as part of the original planning for this subdivision. The TIA had assessed a Traffic Impact Fee that would require developer contribution to future signal improvements at Southlake Boulevard and any future signal improvements required at Cedar Lane and Hwy 77.

Flooding. A neighbor stated that there were chronic flooding issues on the eastern edge of the preliminary plat area caused by the fact that some lots are at a lower elevation than neighboring lots.

> **Engineer's Response.** Engineer explained that his company had taken this project over from another firm and were just getting familiarized with all the physical issues involved. He added that a combination of grading and underground drainage infrastructure would be used to ensure that positive drainage was achieved for all lots in the subdivision.

Oil and Gas Issues. Several representatives of Southern Star Pipeline were present and described the 20-inch natural gas pipeline present on the eastern edge of the area proposed for preliminary plat. A spokesman for Southern Star stated that the proposed plat included several lots that were unbuildable because they encroached into the legal pipeline easement.

> **Developer's Response.** The developer stated that there was a preexisting agreement between his company and Southern Star that gave him access to this area and entitled him to build on these lots.
>
> **Staff Response.** Staff explained that the two parties would need to continue detailed discussions of easement restrictions after Predevelopment.

GBC 12-33

Applicant: St. James Place
Location: Generally North of Cedar Lane along 24th Ave SE.
Proposal: Preliminary Plat Renewal

Greenbelt Commission Final Comments - GBC 12-33
Meeting of December 17, 2012

The Greenbelt Commission approved the application unanimously with the comment that the applicant had done a well thought out plan using the Greenbelt tenets prior to establishment of the Greenbelt Enhancement Statement.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

FEBRUARY 14, 2013

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of February 2013. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Roberta Pailes Cindy Gordon Andy Sherrer Jim Gasaway Sandy Bahan Tom Knotts Chris Lewis
MEMBERS ABSENT	Dave Boeck Curtis McCarty

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator

* * *

Item No. 2, being:
CONSENT DOCKET
Chairman Lewis announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. The Consent Docket consisted of the following items:

Item No. 3, being:
APPROVAL OF THE JANUARY 10, 2013 REGULAR SESSION MINUTES

Item No. 4, being:
FP-1213-26 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY GEOFF WYNN (CORNERSTONE SURVEYING) FOR CCC ADDITION NO. 2 FOR PROPERTY LOCATED AT 3722 SOUTH CLASSEN BOULEVARD.

Item No. 5, being:
PP-1213-12 – CONSIDERATION OF A REVISED PRELIMINARY PLAT SUBMITTED BY ST. JAMES PARK, L.L.C. (CRAFTON TULL) FOR ST. JAMES PARK ADDITION GENERALLY LOCATED ON BOTH SIDES OF 24TH AVENUE S.E. BETWEEN STATE HIGHWAY 9 AND CEDAR LANE ROAD.

*

Chairman Lewis asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, he asked whether any member of the audience wished to speak regarding any item. There being none, he asked for discussion by the Planning Commission.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Jim Gasaway moved to place approval of Item Nos. 3 through 5 on the Consent Docket and approve by one unanimous vote. Andy Sherrer seconded the motion.

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

YEAS	Roberta Pailes, Cindy Gordon, Andy Sherrer, Jim Gasaway, Sandy Bahan, Tom Knotts, Chris Lewis
NAYES	None
MEMBERS ABSENT	Dave Boeck, Curtis McCarty

Ms. Tromble announced that the motion, to place approval of Item Nos. 3 through 5 on the Consent Docket and approve by one unanimous vote, passed by a vote of 7-0.

* * *

Item No. 5, being:
PP-1213-12 – CONSIDERATION OF A REVISED PRELIMINARY PLAT SUBMITTED BY ST. JAMES PARK, L.L.C. (CRAFTON TULL) FOR ST. JAMES PARK ADDITION GENERALLY LOCATED ON BOTH SIDES OF 24TH AVENUE S.E. BETWEEN STATE HIGHWAY 9 AND CEDAR LANE ROAD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Revised Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Pre-Development Summary
6. Greenbelt Commission Comments

The Revised Preliminary Plat for ST. JAMES PARK ADDITION was approved on the Consent Docket by a vote of 7-0.

* * *