City of Norman, OK

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

Meeting Agenda

Tuesday, April 12, 2011

6:30 PM

Municipal Building Council Chambers

City Council

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

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

1 Roll Call

2 Pledge of Allegiance

Awards and Presentations

3 TMP-128 PRESENTATION OF A CIVILIAN SERVICE MEDAL AND CERTIFICATE TO MR. BENJAMIN WILLIGE.

INFORMATION: The Police Chief will recognize Mr. Benjamin Willige for his personal assistance in apprehending a criminal. In doing so, he extended himself beyond his personal safety to assist police officers. He performed in an exemplary manner not usually expected of ordinary citizens.

ACTION NEEDED: Allow the Mayor to present a Citizenship Service Medal to Mr. Benjamin Willige.

ACTION TAKEN: _____

4 P-1011-14 PROCLAMATION NO. P-1011-14: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2011, AS SEXUAL ASSAULT AWARENESS MONTH IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1011-14 proclaiming the month of April, 2011, as Sexual Assault Awareness Month in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Sexual Assault Awareness Month

5 Consent Docket

Consent Docket

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 6 through Item 29 be placed on the consent docket.

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

ACTION TAKEN: _____

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

ACTION TAKEN: _____

6 GID-1011-19 APPROVAL OF MINUTES AS FOLLOWS:

CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE MINUTES OF MARCH 11, 2011
CITY COUNCIL MINUTES OF MARCH 22, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 22, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 22, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 22, 2011
CITY COUNCIL STUDY SESSION MINUTES OF MARCH 29, 2011

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

ACTION TAKEN: _____

Attachments: March 11 PCDC Minutes
March 22 CC Minutes
March 29 Tour of Water Treatment Plant

7 **O-1011-46** CONSIDERATION OF ORDINANCE NO. O-1011-46 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 THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF EAST ROCK CREEK ROAD APPROXIMATELY ONE-HALF MILE EAST OF 36TH AVENUE N.E.)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-46 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1011-46
Exhibit A O-1011-46
Location map Rock Creek
Staff Report Rock Creek
Preliminary Plat Rock Creek
Tanglewoods PUD Narrative
Tanglewoods Protest Map-Letter
Tanglewoods Minutes

8 **O-1011-47** CONSIDERATION OF ORDINANCE NO. O-1011-47 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 A TRACT OF LAND LYING WITHIN PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY, AND TO GRANT SPECIAL USE FOR A CHURCH; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTH OF INDIAN HILLS ROAD AND APPROXIMATELY 980 FEET EAST OF 48TH AVENUE N.W.)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-47 upon First Reading by Title.

ACTION TAKEN: _____

Attachments:
O-1011-47 Bridgeview
Exhibit A to O-1011-47
Location Map Bridgeview
Staff Report Bridgeview
Bridgeview Site Plan
Bridgeview Pre-D
Bridgeview Minutes

9 RPT-1011-38

CONSIDERATION OF THE PROPOSED FISCAL YEAR 2011-2012 CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT (COMCD) BUDGET.

INFORMATION: The proposed Fiscal Year 2011-2012 Central Oklahoma Master Conservancy District Budget has been submitted for City Council's approval.

ACTION NEEDED: Motion to approve or reject the proposed Fiscal Year 2011-2012 COMCD Budget; and, if approved, direct the inclusion of that amount applicable in the proposed Fiscal Year 2012 City of Norman Budget.

ACTION TAKEN: _____

Attachments: Letter from COMCD
COMCD Budget

10 **K-1011-146** CONSIDERATION OF ACCEPTANCE OF OPTION 1 OF REQUEST FOR PROPOSAL NO. RFP-1011-55 FROM GAMETIME C/O CUNNINGHAM ASSOCIATES, INC., IN THE AMOUNT OF $44,665.27 FOR THE EASTWOOD PARK PLAYGROUND REPLACEMENT PROJECT AND APPROVAL OF CONTRACT NO. K-1011-146, PERFORMANCE BOND NO. B-1011-80; STATUTORY BOND NO. B-1011-81, MAINTENANCE BOND NO. MB-1011-86, AND RESOLUTION NO. R-1011-96.

ACTION NEEDED: Motion to accept or reject Option 1 of Request for Proposal No. RFP-1011-55 from GameTime c/o Cunningham Associates, Inc., in the amount of $44,665.27; and, if accepted, approve Contract No. K-1011-146 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; and adopt Resolution No. R-1011-96.

ACTION TAKEN: _____

Attachments: Bid Tabulation for Eastwood Walnut Ridge
GameTime Quote
Eastwood Park Drawing
K-1011-146
B-1011-80
B-1011-81
MB-1011-86
R-1011-96
GameTime Requisition

11 **K-1011-147** CONSIDERATION OF ACCEPTANCE OF OPTION 2 OF REQUEST FOR PROPOSAL NO. RFP-1011-55 FROM GAMETIME C/O REX PLAYGROUND EQUIPMENT IN THE AMOUNT OF $45,000 FOR THE WALNUT RIDGE PARK PLAYGROUND REPLACEMENT PROJECT AND APPROVAL OF CONTRACT NO. K-1011-147, PERFORMANCE BOND NO. B-1011-82; STATUTORY BOND NO. B-1011-83, MAINTENANCE BOND NO. MB-1011-87, AND RESOLUTION NO. R-1011-97.

ACTION NEEDED: Motion to accept or reject Option 2 of Request for Proposal No. RFP-1011-55 from Rex Playground Equipment in the amount of $45,000; and, if accepted, approve Contract No. K-1011-147 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; and adopt Resolution No. R-1011-97.

ACTION TAKEN: _____

Attachments: Bid Tabulation for Eastwood Walnut Ridge
Rex Quote
Walnut Ridge Drawing
K-1011-147
B-1011-82
B-1011-83
MB-1011-87
R-1011-97
Rex Requisition

12 **GID-1011-21** CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF A 911 RECORDER SYSTEM UPGRADE IN THE AMOUNT OF $78,200 FROM TRAVIS VOICE AND DATA FOR THE POLICE DEPARTMENT.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of a 911 recorder system upgrade in the amount of $78,200 from Travis Voice and Data for the Police Department.

ACTION NEEDED: _____

Attachments: Quote from Travis
Travis Purchase Req

13 GID-1011-22 CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF A BREATHING AIR COMPRESSOR IN THE AMOUNT OF $41,500 FROM TESCORP TO BE USED AT FIRE STATION NO. EIGHT.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of a breathing air compressor in the amount of $41,500 from Tescorp to be used at Fire Station No. Eight.

ACTION TAKEN: _____

Attachments: Tabulation of Quotes Air Compressor
Travis Purchase Req

14 GID-1011-23 CONSIDERATION OF THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF $1,000 FROM WAL-MART FOUNDATION TO BE USED BY THE POLICE DEPARTMENT TO PURCHASE A POWER POINT PROJECTOR TO BE USED FOR SCHOOL AND COMMUNITY EVENTS.

ACTION NEEDED: Motion to accept or reject a donation in the amount of $1,000 from Wal-Mart Foundation to be used by the Police Department to be used to purchase a power point projector to be used for school and community events and, if accepted, increase Organizational Donations (010-0000-365.13-73) by $1,000 and appropriate $1,000 to Minor Equipment & Tools / Minor Office (010-6022-421.36-05).

ACTION TAKEN: _____

15 GID-1011-24

CONSIDERATION OF THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF $3,085.50 FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE TO BE USED BY THE POLICE DEPARTMENT TO PURCHASE BULLETPROOF VESTS.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $3,085.50 from the United States Department of Justice/Bureau of Justice Assistance to be used by the Police Department to purchase bulletproof vests; and, if accepted, increase Project No. GP0001, Bulletproof Vest Grant, Other Revenue (022-0000-331.13-23) by $3,085.50 and appropriate $3,085.50 to Uniform & Clothing/Safety & Protective (022-6032-421.35-02).

ACTION TAKEN: _____

Attachments: Payment request 10-20-10.pdf

16 GID-1011-25 CONSIDERATION OF THE ACCEPTANCE OF A GRANT FROM THE OKLAHOMA OFFICE OF HOMELAND SECURITY IN THE AMOUNT OF $1,350 TO BE USED BY THE FIRE DEPARTMENT TO PURCHASE PROMOTIONAL ITEMS AND EQUIPMENT FOR PUBLIC OUTREACH.

ACTION NEEDED: Motion to accept or reject a grant from the Oklahoma Office of Homeland Security in the amount of $1,350 to be used by the Fire Department to purchase promotional items and equipment for public outreach; and, if accepted, increase Emergency Management Grant (022-0000-331.13-60) by $1,350; and appropriate $1,350 to Project No. GF0066, Emergency Management/CC Corps Grant, Other Supplies/Materials - Miscellaneous (022-9508-422.31-99).

ACTION TAKEN: _____

Attachments: Citizens CORPS Grant app 130 011 backup documents

17 **GID-1011-26** CONSIDERATION OF THE ACCEPTANCE OF A CITIZEN'S CORPS GRANT IN THE AMOUNT OF $5,000 FROM THE OFFICE OF HOMELAND SECURITY TO BE USED FOR PUBLIC OUTREACH AND EDUCATION EFFORTS DURING THE MEDIEVAL FAIR HELD APRIL 1 THROUGH 3, 2011.

ACTION NEEDED: Motion to accept or reject a Citizen's CORPS grant in the amount of $5,000 from the Office of Homeland Security to be used for public outreach and education efforts during the Medieval Fair held April 1 through 3, 2011 ; and, if accepted, increase the Special Revenue Fund (022-0000-331.13-60) by $5,000 and appropriate $5,000 to Project No. GF0065, MR Corps - NACCHO Grant, Other Supplies and Materials - Miscellaneous (022-9508-422.31-99).

ACTION TAKEN: _____

Attachments: CBA FY 11 application-NACCHO
NACCHO Award

18 **LL-1011-12** LIMITED LICENSE NO. LL-1011-12: LIMITED LICENSE TO PLACE FOUR (4) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FIREHOUSE ART CENTER, FRED JONES, JR., MUSEUM OF ART, AND JACOBSON HOUSE FOR LUNCHEON ON THE GRASS TO BE HELD AT LIONS PARK ON MAY 22, 2011.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1011-12 to place four (4) ground banners within the public rights-of-way pursuant to a request from the Firehouse Art Center, Fred Jones, Jr., Museum of Art, and Jacobson House; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Attachments: Application for Luncheon on the Grass
Firehouse Art, Fred Jones, Jacobson

19 **LL-1011-13** LIMITED LICENSE NO. LL-1011-13: LIMITED LICENSE TO PLACE FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE NORMAN ROUNDUP CLUB FOR THE 89ER DAY RODEO TO BE HELD APRIL 29 AND 30, 2011.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1011-13 to place four (4) signs within the public rights-of-way pursuant to a request from the Norman Roundup Club; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Attachments: Norman Roundup Club application
Norman Roundup Club
LL-1011-13 picture of sign

20 **LL-1011-14** LIMITED LICENSE NO. LL-1011-14: LIMITED LICENSE TO PLACE FIVE (5) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM ARVEST BANK ON BEHALF OF ST. JUDE CHILDREN'S RESEARCH HOSPITAL FOR THE ST. JUDE DREAM HOME GIVEAWAY TO BE HELD JUNE 26, 2011.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1011-14 to place five (5) signs within the public rights-of-way pursuant to a request from Arvest Bank on behalf of St. Jude Children's Research Hospital; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Attachments: Application from Arvest
St. Jude's Dream Home Giveaway

21 **K-0708-114 Amend #3**

AMENDMENT NO. THREE TO CONTRACT NO. K-0708-114: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND THE BOARD OF COUNTY COMMISSIONERS FOR CLEVELAND COUNTY EXTENDING THE CONTRACT UNTIL APRIL 22, 2012, FOR THE LEASE OF PROPERTY LOCATED AT THE WEST ENTRANCE OF THE CLEVELAND COUNTY FAIRGROUNDS ON PORTER AVENUE NORTH OF ROBINSON STREET TO BE USED AS A DROP OFF RECYCLING CENTER.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to approve or reject Amendment No. Three to Contract No. K-0708-114 extending the contract until April 22, 2012; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Amend 3 K-0708-114

22 **K-1011-82**

CONTRACT NO. K-1011-82: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND SPRINT SPECTRUM, L.P., FOR THE RELOCATION OF TELECOMMUNICATIONS EQUIPMENT FROM THE LINDSEY STREET WATER TOWER TO THE MONOPOLE AT 668 EAST LINDSEY STREET AND TERMINATION OF CONTRACT NO. K-0607-141.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-82 with Sprint Spectrum, L.P.; and, if approved, authorize the execution thereof and terminate Contract No. K-0607-141.

ACTION TAKEN: _____

Attachments: K-1011-82
K-0607-141

23 K-1011-157 CONTRACT NO. K-1011-157: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CINGULAR WIRELESS, PCS, L.L.C., FOR THE LEASE OF A MONOPOLE EAST OF THE WATER TREATMENT FACILITY LOCATED AT 3000 EAST ROBINSON STREET.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1011-157 with Cingular Wireless, PCS, L.L.C.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: K-1011-157

24 K-1011-158 CONTRACT NO. K-1011-158: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CINGULAR WIRELESS, PCS, L.L.C., FOR THE LEASE OF A MONOPOLE TOWER LOCATED AT THE STREET MAINTENANCE FACILITY AT 668 EAST LINDSEY STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-158 with Cingular Wireless, PCS, L.L.C.; and, if approved authorize the execution thereof.

ACTION TAKEN: _____

Attachments: K-1011-158

25 K-1011-161 CONTRACT NO. K-1011-161: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND OKLAHOMA NATURAL GAS COMPANY IN THE AMOUNT OF $50,129 TO EXTEND A GAS LINE FROM ROBINSON STREET TO THE NEW COMPRESSED NATURAL GAS (CNG) PUBLIC FUELING STATION AT 1301 DA VINCI STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-161 with Oklahoma Natural Gas Company in the amount of $50,129; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: K-1011-161
Purchase Req ONG

26 **K-1011-167** CONTRACT NO. K-1011-167: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BANK OF OKLAHOMA, N.A., TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 1318 KEYSTONE LANE.

ACTION TAKEN: Motion to approve or reject Contract No. K-1011-167 with Bank of Oklahoma, N.A.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: K-1011-167

27 **R-1011-104** RATIFICATION OF RESOLUTION NO. R-1011-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AN APPLICATION TO SEEK FINANCIAL ASSISTANCE THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANTS FUND FOR THE CONVERSION OF SEVERAL VEHICLES TO ALTERNATIVE FUELS.

ACTION NEEDED: Motion to approve or reject ratification of Resolution No. R-1011-104.

ACTION TAKEN: _____

Attachments: Attachment to CNG Item
Resolution 1011-104 ACOG Public Fleet Conversion Grant
Grant Application ACOG
Equipment Quotes-ACOG Public Fleet Conversion Grant

28 **R-1011-109**

RESOLUTION NO. R-1011-109: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACCEPTING RESTITUTION FOR ARSON CASES TO BE USED FOR FUTURE FIRE PREVENTION PROJECTS AND INCREASING THE FIRE INVESTIGATION LIABILITY ACCOUNT BY $2,734.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-109.

ACTION TAKEN: _____

Attachments: R-1011-109

29 **WCC 2009-11497 H**

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $52,173.26 REGARDING RICHARD HARTLESS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-11497H.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of $52,173.26 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Hartless Court Order
Attachment 2 - Table
Purchase Requisitions

Non-Consent Items

30 **R-1011-82** RESOLUTION NO. R-1011-82: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1011-5**, SO AS TO PLACE LOTS 1-10, BLOCK 3; LOTS 1-9, BLOCK 4; LOTS 1-10, BLOCK 5; AND LOT 1, BLOCK 6, PRESIDENTIAL NO. 4 ADDITION AND ALL OF LOTS 1-13, BLOCK 1, AND LOTS 1-6, BLOCK 2, PRESIDENTIAL NO. 3 ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE HIGH-DENSITY RESIDENTIAL DESIGNATION AND REMOVE THE SAME FROM THE COMMERCIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (1801 JEFFERSON COURT AND 2681 JEFFERSON DRIVE)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-82, Land Use Plan Amendment No. LUP-1011-5; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto.

ACTION TAKEN: _____

Attachments: R-1011-82
Jefferson Street 2025 Location
Jefferson Street 2025 Staff Report
Jefferson Street Pre-D Summary
Jefferson GES
2-10-11 Jefferson Street Minutes
Request for Postponement

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

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-41 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-41 upon Final Reading as a whole.

ACTION TAKEN: _____

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

32 **O-1011-18** ORDINANCE NO. O-1011-18: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE VIII, SECTIONS 13-809 THROUGH 13-814; AND ARTICLE XXVIII, SECTION 13-2804, 13-2806 AND 13-2809 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY ADDING PROVISIONS AND AMENDING THE APPLICATION AND PERMIT ISSUANCE PROCEDURES AND FEES FOR TEMPORARY FOOD ESTABLISHMENTS AND SOLICITORS AND PEDDLERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-18 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-18 upon Final Reading as whole.

ACTION TAKEN: _____

Attachments: O-1011-18 Clean
O-1011-18 Annotated
May 12 Oversight Minutes
August 4 Oversight Minutes
Pert Exc October 13 Oversight Minutes
Pert Exc Nov 3 Oversight Committee
Dec 1 Oversight Minutes
Pert Exc Jan 5 Oversight Minutes
Pert excerpts Feb 22 Conf Minutes

33 **O-1011-44** ORDINANCE NO. O-1011-44: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION 431.6 (COMMERCIAL OUTDOOR LIGHTING STANDARDS) AND AMENDING SECTION 431.7 (DEVELOPMENT AND MAINTENANCE OF OFF STREET PARKING FACILITIES), AND SECTION 450 (DEFINITIONS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO CREATE COMMERCIAL OUTDOOR LIGHTING STANDARDS AND ADDING RELATED DEFINITIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-44 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-44 upon Final Reading as a whole.

ACTION TAKEN: _____

Attachments: O-1011-44 Commercial Lighting - Clean Copy
O-1011-44 Commercial Lighting - Annotated
Lighting Ordinance Staff Report
O-1011-44 PC Minutes - 2-10-11
September 28 conference minutes
Pert Exc November 10 PCDC

34 **R-1011-69 Amend 2**

REGARDING A SPECIAL ELECTION TO DETERMINE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORMAN AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067 FOR THE TIME PERIOD OF JULY 1, 2010, TO JUNE 30, 2011, AS PROVIDED BY TITLE 11, OKLAHOMA STATUTES, SECTION 51-110, CONSIDERATION OF A MOTION TO MOVE FORWARD WITH NOTIFICATION TO THE CLEVELAND COUNTY ELECTION BOARD AFTER RECEIPT OF THE CLEVELAND COUNTY DISTRICT COURT'S RULING REGARDING BALLOT LANGUAGE IN CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L; OR IN THE ALTERNATIVE, TO APPEAL THE DECISION OF THE CLEVELAND COUNTY DISTRICT COURT REGARDING DETERMINATION OF THE BALLOT LANGUAGE IN CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L.

ACTION NEEDED:

Option 1. Motion to move forward with notification of the Cleveland County Election Board no later than April 15, 2011, of a June 14, 2011, City wide election and provide newspaper notification no later than June 3, 2011.

or

Option 2. Motion to appeal the decision of the Cleveland County District Court regarding determination of the ballot language in Case No. CV-2011-48-L.

ACTION TAKEN: _____

Attachments: Memo 4-1-11
Resolution No. R-1011-69
Resolution No. R-1011-69 Final 2

35 **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.

36 **Adjournment**

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 3

Text File Number: TMP-128

Introduced: 3/14/2011 by Lieutenant David Teuscher, Community Policing
Version: 1

Current Status: Consent Item
Matter Type: Award

Title
PRESENTATION OF A CIVILIAN SERVICE MEDAL AND CERTIFICATE TO MR. BENJAMIN WILLIGE.

INFORMATION: The Police Chief will recognize Mr. Benjamin Willige for his personal assistance in apprehending a criminal. In doing so, he extended himself beyond his personal safety to assist police officers. He performed in an exemplary manner not usually expected of ordinary citizens.

ACTION NEEDED: Allow the Mayor to present a Citizenship Service Medal to Mr. Benjamin Willige.

ACTION TAKEN: _____

CITY COUNCIL AGENDA
MARCH 22, 2011

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

Item No. 4

Text File Number: P-1011-14

Introduced: 3/14/2011 **Current Status:** Consent Item

Version: 1 **Matter Type:** Proclamation

Title

PROCLAMATION NO. P-1011-14: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2011, AS SEXUAL ASSAULT AWARENESS MONTH IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1011-14 proclaiming the month of April, 2011, as Sexual Assault Awareness Month in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

P-1011-14

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2011, AS SEXUAL ASSAULT AWARENESS MONTH IN THE CITY OF NORMAN.

§ 1. WHEREAS, sexual assault affects women, children, and men of all racial, cultural, and economic backgrounds; and

§ 2. WHEREAS, in addition to the immediate physical and emotional costs, sexual assault may also have associated consequences of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders, and suicide; and

§ 3. WHEREAS, sexual assault can be devastating for not only the survivor, but also for the family and friends of the survivor; and

§ 4. WHEREAS, no one person, organization, agency, or community can eliminate sexual assault on their own, but we can work together to educate our entire population about what can be done to prevent sexual assault, support victims/survivors and their significant others, and increase support for agencies providing services to victims/survivors; and

§ 5. WHEREAS, Sexual Assault Awareness Month provides an excellent opportunity for citizens to learn more about preventing sexual violence.

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

§ 6. Do hereby proclaim the month of April, 2011, as Sexual Assault Awareness Month in the City of Norman.

PASSED AND APPROVED this 12th day of April, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 6

Text File Number: GID-1011-19

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Title

APPROVAL OF MINUTES AS FOLLOWS:

CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE MINUTES OF MARCH 11, 2011
CITY COUNCIL MINUTES OF MARCH 22, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 22, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 22, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 22, 2011
CITY COUNCIL STUDY SESSION MINUTES OF MARCH 29, 2011

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: _____

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

The City Council Planning and Community Development Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 8:03 a.m. in the Conference Room on the 11th day of March, 2011, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Atkins, Cubberley, Griffith, and Chairman Butler
ABSENT:	None
OTHERS PRESENT:	Mayor Cindy Rosenthal Councilmember Carol Dillingham Councilmember-Elect Roger Gallagher Ms. Susan Connors, Planning and Community Development Director Mr. Ken Danner, Development Manager Mr. Doug Koscinski, Current Planning Manager Mr. Shawn O'Leary, Director of Public Works Mr. Tom Knotts, Planning Commission Liaison Ms. Leah Messner, Assistant City Attorney Mr. Blaine Nice, Assistant City Attorney Mr. David Riesland, Traffic Engineer Mr. Wayne Stenis, Planner II Ms. Karla Chapman, Administrative Technician

DISCUSSION REGARDING SCOPE OF STUDY FOR A COMPREHENSIVE TRANSPORTATION PLAN.

Mr. Shawn O'Leary, Director of Public Works, said the Encompass 2035 Transportation Plan (Encompass 2035) is in the latter stages of adoption and Staff will be sharing some interesting issues pertaining to Norman that were discovered during the planning cycle. He said Staff researched Comprehensive Transportation Plans (CTP) in the Big 12 Cities including Ames, Iowa; Austin, Texas; Boulder, Colorado; College Station, Texas; Columbia, Missouri; Lawrence, Kansas; Lincoln, Nebraska; Lubbock, Texas; Manhattan, Kansas; Stillwater, Oklahoma; and Waco, Texas, and said each of the Big 12 cities has interesting and unique features to their CTP.

Mr. David Riesland, Traffic Engineer, said a CTP would assist in developing a transportation system that is appropriate to the land uses it serves and contain a needs assessment and future recommendations for all transportation modes. He said a CTP also provides policies and funding strategies to guide the plan's implementation.

Elements of the CTP include public involvement; data collection; existing conditions analysis; review of critical intersection and/or locations; travel forecasting; future conditions analysis; identify transportation needs and/or recommendations; and transportation funding/implementation strategies.

The 1988 Norman Transportation Master Plan recommended:

- Construction of Front Street from Robinson Street to Eufaula Street
- Upgrade of Eufaula Street to a two-lane divided major collector roadway
- Lindsey Street be upgraded to a four-lane undivided highway
- A Tecumseh Road interchange
- Widen a number of existing streets including intersection improvements
- Short-term, intermediate-term, and long-term improvements with costs estimates for each
- Highlights of short-term solutions include construction of Front Street
- Highlights of intermediate-term solutions include Robinson Street/Burlington Northern Santa Fe (BNSF) grade separation
- Highlights of long-term solutions include Lindsey Street/BNSF grade separation and depressing Lindsey Street through Oklahoma University (OU) campus

Mr. Riesland said many of the recommendations were thought to be too controversial and the Study conducted for the 1988 Norman Transportation Plan was never adopted, but has been useful for Staff to use in identifying projects that needed to be implemented over the years. Councilmember Cubberley stated it was interesting to see that the same issues that the City faced in 1988 are still present today.

The Encompass 2035 is the sixth plan and is usually updated every five years with a minimum 20 years planning horizon. The Encompass 2025 includes 37 communities, over 2,085 square miles and has base year data from 2005 to forecast data 2035. Mr. Riesland said the Transportation Model was run against the Encompass 2035 in early 2011 and the plan is on target to be completed by end of March 2011.

Mr. Riesland said a typical planning cycle consists of three and a half years to develop base year data and a year and a half to run and refine the model. He said the Oklahoma City Area Rapid Transit System (OCARTS) does not just look at streets and highways, but all modes of transportation and provided information on the Encompass 2035 mapping for multi-modal improvements for transit, freight, trails, and streets and highways. He said the projects initiated by Norman, involved everything from streets and highways to bicycle trails and other transit projects.

In order to develop goals to determine the regions vision, OCARTS solicited public input through direct interaction and communication, web and new media technologies, and a comprehensive survey. Mr. Riesland said the survey asked citizens how they would prioritize improvements to the current multi-modal transportation. He said the top three areas were maintenance of existing roads, passenger rail, and public bus service, but also included (in priority order) wider streets, bike paths and lanes, expansion of Amtrak, seniors and disabled, and sidewalks. Councilmember Butler stated this comprehensive survey was based on demographic data and was very well representative of the population at large. Mr. O'Leary agreed and suggested Staff should conduct a similar survey for Norman.

The Encompass 2035 selection criteria was developed to cover several different aspects including:

- Support local planning efforts
- Increase safety and reduce congestion
- Address identified safety hotspots
- Integrate multiple transportation modes
- Provide options
- Serve regional activity and employment centers
- Integrate with existing infrastructure
- Support mixed use development
- Support regional freight movement
- Improve access to/from environmental justice tracts
- Improve accessibility for mobility impaired and disabled
- Support existing density
- Avoid impact to culturally or environmentally sensitive lands
- Reduce ozone precursor emissions

Mr. Riesland provided an overview of the Level of Service (LOS) map that included everything currently on the ground and committed through the end of the Federal fiscal year. He said the red lines on the LOS map represented a LOS "F," and said the new portion of Tecumseh Road would be a LOS "A," Robinson Street would be LOS "C" or "D," and Lindsey Street/OU Campus would be rated LOS "F."

Mr. Riesland said Norman had the opportunity to look at the LOS map, take a particular area, and see what projects need to be considered for the Encompass 2035 Plan. He said the Association of Central Oklahoma Governments (ACOG) decided any roadway that did not start out with a LOS "D' or worse would not be considered for improvement. Mr. Riesland highlighted the Encompass 2035 project submittal procedures and said street and highway widening submittals went through a LOS filter. Any submittal containing extended vision for bicycle or transit elements did not have to go through the LOS filter, but did have to go through an evaluation/selection process. Maintenance and approved bicycle/pedestrian elements did not have to go through either the LOS filter or the evaluation/selection process, but instead went directly to the third submittal step, fiscal constraint.

Staff developed a list of Encompass 2035 projects utilizing the Norman 2025, OCARTS 2030 Plan, current Capital Improvement Projects (CIP), specifically the unfunded projects identified by Council as transportation desires, and the Encompass 2035 Level of Service (LOS) map. Mr. Riesland said Staff submitted a total of 34 projects, some were new while others were part of previous plans. He said the purpose of submitting all projects (new or old) is because Staff is trying to position the City to be able to apply for future federal funding. Councilmember Cubberley felt Staff needed to keep stressing that very point; that just because the project has been submitted does not necessarily indicate it will be the exact project the City would implement, i.e., could be a smaller scale project done with federal funds.

The Encompass 2035 projects submitted by City Staff include:

- Alameda Street – Four lanes to 36th and two lanes with 10' paved shoulders east to Lake Thunderbird
- 48th Avenue East – Four lanes from Highway 9 to Franklin Road
- 120th Avenue East – Two lanes with 6' paved shoulders from Alameda Street to Stella Road
- 156th Avenue East – Two lanes with 6' paved shoulders from Highway 9 to Bethel Road
- Franklin Road – Four lanes from 1-35 to 60th Avenue West
- Franklin Road – Two lanes with 6' paved shoulders from 24th Avenue West to 48th Avenue East
- 24th Avenue East – Four lanes from Lindsey Street to Robinson Street
- Lindsey Street – Four lanes from 24th Avenue East to 36th Avenue East
- Lindsey Street – Five lanes from 36th Avenue West to Berry Road
- Lindsey Street – Three lanes from Berry Road to Elm Street
- Lindsey Street – Three lanes from Jenkins Avenue to Elm Street (with reconstruction)
- Lindsey Street – Railroad underpass
- 36th Avenue West – Four lanes from Tecumseh Road to Indian Hills Road
- 48th Avenue West – Four lanes from Robinson Street to Indian Hills Road
- Indian Hills Road – Four lanes from I-35 to 48th Avenue West
- Imhoff Road – Four lanes from Classen Boulevard to 24th Avenue East
- Porter Avenue – Four lanes from Rock Creek Road to Indian Hills Road
- Porter Avenue – Five lanes from Alameda Street to Gray Street
- Highway 9 – Four lanes from 24th Avenue East to City Limits
- Highway 9 – Six lanes from I-35 to 24th Avenue East
- 12th Avenue East – Six lanes from Classen Boulevard to Indian Hills Road
- 12th Avenue East – Four lanes from Highway 9 to Cedar Lane

- 12th Avenue West – Four lanes from Tecumseh Road to Rock Creek Road
- Berry Road – Four lanes from Robinson Street to Imhoff Road
- Classen Boulevard – Four lanes from Lindsey Street to 3500' South
- James Garner Boulevard – one Northbound lane from Robinson Street to US 77
- James Garner Boulevard – Two lanes from Robinson Street to Acres Street with University Boulevard Extension
- James Garner Boulevard – Two lanes from Main Street to Tonhawa Street (with realignment)
- Jenkins Avenue – Four lanes from Constitution Street to Lindsey Street
- Main Street – Downtown West Enhancement and Pedestrian Amenities
- Main Street – Downtown West Safety, Street, and Sidewalk Replacements
- Main Street/Gray Street – West Terminal Realignment
- Imhoff Road – Widening from Highway 9 to Chautauqua Avenue or Jenkins Avenue
- Flood Avenue – Widening from Robinson Street to Main Street

Mr. Riesland said a total of 201 projects were submitted by member entities to be considered for Encompass 2035, with Norman having the highest ranked project in the region (Lindsey Street between Jenkins Avenue and Elm Avenue). He said Norman also has nine of the top 15 projects in the region and every Norman project will be included in the Encompass 2035.

Mr. Tom Knotts, Planning Commission Liaison, asked what portion of State Highway 9 is the City's responsibility and Mr. O'Leary said State Highway 9 is completely the Oklahoma Department of Transportation's (ODOT) responsibility. Mr. O'Leary said both State Highway 9 and 12th Avenue are on the Encompass 2035 Project list because they are streets located in Norman.

The scoping process for the Norman Comprehensive Transportation Plan (CTP) is in the interim stage of identifying the potential projects needed to define the City's transportation system. It will involve a fairly extensive public involvement process with numerous public meetings to talk through the deficiencies in the existing system and identify areas that should be considered off-limits. Mr. Riesland said public focus group meetings would be held to discuss the goals and interests of the group and will include roads and vehicles, non-motorized transportation, traffic control and/or calming, and other transportation. The data complied would then be ready for modeling versus existing conditions in the future CTP.

Mr. Riesland highlighted the transportation system goals for each of the Big 12 cities except for Lubbock and Stillwater, because neither currently have CTPs. He said Staff also researched other cities in Oklahoma including Edmond, Oklahoma City, Tulsa, Broken Arrow, and Lawton. He said Tulsa and Broken Arrow both have elements of a Transportation Master Plan, but not a CTP.

Mayor Rosenthal asked how Staff could educate citizens to get out of their vehicles and stated London charges fees to people/vehicles when driving into congested areas. She wondered if Norman could create a similar concept and asked Staff to research. Mr. Riesland said non-motorized travel, transportation choices, and environmental stewardship was emphasized in the transportation system goals for a lot of the Big 12 cities. Councilmember Butler agreed and felt it was very important to educate citizens about what is going on in other communities around the world.

Councilmember Griffith said most of the Big 12 cities discussed their aviation facilities in their transportation system goals and felt the City has an incredible resource in Max Westheimer Airport (MWA) that can not be ignored. He wondered if MWA could possibly become a small plane regional hub and take some of the traffic congestion away from Will Rogers Airport. Mr. O'Leary agreed MWA is a great asset to the City, but the City does not manage the MWA. He said the City may want to invite MWA officials to discuss long range transportation issues.

Councilmember Griffith felt parking issues needed to be discussed when developing the CTP and Mr. O'Leary agreed that parking should and will be a topic. Mr. O'Leary said a Parking Study was done in 2003 but isolated to only the downtown and campus areas. He felt it was a good study but it was very controversial and is currently not being used by Staff.

Current City resources include $30,000 set aside in FYE 2012 for scope developments and should be sufficient to hire a consultant to assist with scope development for a CTP. Encompass 2035 can serve as a basis for a CTP Study, as well as the un-adopted 1988 Master Plan and an extensive traffic count database. Mr. O'Leary said the Greenway Trails, Parks, and Storm Water Master Plans can also give baseline information so that some work would not have to be re-done. Mr. Riesland said in the meantime Staff can research potential consulting firms to assist with the CTP scope development and prepare a Request for Proposal (RFP) for the CTP scope development. He said Staff can also assist with and participate in the public involvement process and compile a list of what might be important to include as elements in Norman's CTP, based on all the other CTPs in the region. He said Staff will also provide more research on CTPs discussed today, i.e., how old, the cost, etc.

The tentative next steps are to form a Citizen Steering Committee, develop scope of project, select a consultant to prepare the CTP Study, and decide whether to perform a Norman 2025 Plan update in concurrence with the CTP.

Mr. Riesland highlighted a potential time line to the Committee beginning with Staff issuing an RFP for scope development by May 2, 2011, followed by selecting a consultant for scope development by June 1, 2011. He said a consultant contract could be on the June 21, 2011, agenda for Council consideration and a Citizen Steering Committee would be formed by July 1, 2011. The consultant who is awarded the contract would begin the scope development on July 15, 2011, and complete the scope development by December 31, 2011. He said following the scoping process and pending FYE 2013 budget availability, staff would anticipate beginning a CTP on July 1, 2012.

Mr. O'Leary said Council may desire to break down the CTP into phases stating a CTP does not need to be done in one year, but can be done in one to three years. Councilmember Dillingham felt the first step is to form a Public Steering Committee in order to begin some level of public education and envisions the Public Steering Committee recommending to Council to move forward with a CTP process. She felt most citizens would appreciate a CTP study because traffic congestion is an issue, but with the current economic times it will be very important to make certain every step includes some form of public education to gain public acceptance for a CTP.

Mayor Rosenthal asked Staff how a CTP Study should coordinate with a Lindsey Street Widening Project (LSWP) and how the City should proceed so as to not intimidate the Lindsey Street stakeholders. Councilmember Dillingham agreed and said that is precisely why it was so important to get public education started as soon as possible. Councilmember Cubberley said the CTP will be a two to three year process and felt a decision will need to be made on the LSWP much sooner in order to be on target with I-35 improvements. He felt the LSWP and the CTP will be two separate processes and Council agreed. Mr. O'Leary said staff will be meeting with ODOT mid to late April 2011, to discuss the final environmental assessment hearing on the entire I-35 corridor. He said at that time ODOT will release their plans about site design recommendations, timing, etc., and he felt construction could begin as early as spring 2012 for the Main Street Interchange. The Committee felt Staff should start the planning discussions on the LSWP after the April environmental assessment meeting with ODOT.

Councilmember Butler said it would be very important to involve OU and coordinate the City's plans with OU's plans. Mr. O'Leary agreed and said discussions should also include ODOT, Cleveland County, OU Aviation officials, etc. Councilmember Cubberley said it was critical to include ODOT and O6-5n the

stakeholder group because if they do not accept the proposal(s), then a CTP, LSWP, and other important projects will not move forward.

Mr. Knotts asked Staff if they envisioned a local firm to perform the CTP scoping and Mr. O'Leary suspects it will be a large regional and/or national firm that specializes in this field. He said it will be a true qualification-based selection process, as well as, based on any similar projects a firm may have successfully conducted that would relate to Norman's specific CTP needs. He said just as with the Storm Water Master Plan (SWMP) contractor, Council may want to choose a firm to begin the scoping process and eventually award them the full contract but only after the selection process is completed.

Mr. Knotts asked what the Planning Commission's (PC) role will be in the CTP process and Mayor Rosenthal felt PC representative(s) should be included in the stakeholder group.

MISCELLANEOUS DISCUSSION.

Councilmember Butler wondered if it would be a good approach to offer short-term measures for low-impact development and felt opportunities may be lost while waiting to move forward on the proposed Water Quality Protection Zone (WQPZ) Ordinance, in terms of waiting until the ideal criteria and conditions present themselves. She requested Staff research ideas and felt a manual giving suggestions and methods as interim steps until the proposed WQPZ was adopted would be helpful. She suggested Staff look again at the cities researched during the development of the proposed WQPZ to see what techniques they used. Mr. O'Leary said Staff has some really good examples, specifically from Broken Arrow, that could be presented at a future Planning and Community Development Committee (PCDC) meeting.

Items submitted for record

1. PowerPoint presentation entitled, "Comprehensive Transportation Plan, City of Norman, Council Planning and Community Development Committee," dated March 11, 2011

The meeting adjourned at 8:56 a.m.

Attest: City Clerk

Mayor

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

March 22, 2011

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

PRESENT:	Councilmembers Atkins, Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Mayor Rosenthal
ABSENT:	None

The Pledge of Allegiance was led by Mayor Rosenthal.

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AWARDS AND PRESENTATIONS

Item 3, being:

PROCLAMATION NO. P-1011-11: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING A SISTER CITY RELATIONSHIP BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AREZZO, ITALY.

Councilmember Kovach moved that receipt of Proclamation No. P-1011-11 establishing a Sister City relationship between the City of Norman, Oklahoma, and Arezzo, Italy, be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record
1. Text File No. P-1011-11 dated March 2, 2011
2. Proclamation No. P-1011-11

Participants in discussion
1. Ms. Marles Bradley, 421 Daybreak Drive, member of the Passports Sister City Committee, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation No. P-1011-11 establishing a Sister City relationship between the City of Norman, Oklahoma, and Arezzo, Italy, and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and receipt of Proclamation No. P-1011-11 establishing a Sister City relationship between the City of Norman, Oklahoma, and Arezzo, Italy, acknowledged; and the filing thereof was directed.

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Item 4, being:

PROCLAMATION NO. P-1011-12: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 25 THROUGH 29, 2011, AS OU STAFF WEEK IN THE CITY OF NORMAN.

Councilmember Dillingham moved that receipt of Proclamation No. P-1011-12 proclaiming the week of April 25 through 29, 2011, as OU Staff Week in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Atkins;

Items submitted for the record
1. Text File No. P-1011-12 dated March 2, 2011
2. Proclamation No. P-1011-12
3. 2011 University of Oklahoma Community Impact Report

Participants in discussion
1. Ms. Terri Smith, OU Staff Week Chair, accepted the proclamation, thanked the Council, and provided a summary of the 2011 University of Oklahoma Community Impact Report

and the question being upon acknowledging receipt of Proclamation No. P-1011-12 proclaiming the week of April 25 through 29, 2011, as OU Staff Week in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and receipt of Proclamation No. P-1011-12 proclaiming the week of April 25 through 29, 2011, as OU Staff Week in the City of Norman acknowledged; and the filing thereof was directed.

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Item 5, being:

PROCLAMATION NO. P-1011-13: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, APRIL 2, 2011, AS ARBOR DAY IN THE CITY OF NORMAN.

Councilmember Griffith moved that receipt of Proclamation No. P-1011-13 proclaiming Saturday, April 2, 2011, as Arbor Day in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Cubberley;

Items submitted for the record
1. Text File No. P-1011-13 dated March 2, 2011
2. Proclamation No. P-1011-13

Participants in discussion
1. Mr. Darrell Janaway, Chairman of the Tree Board, 5012 Deerhurst Drive, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation No. P-1011-13 proclaiming Saturday, April 2, 2011, as Arbor Day in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and receipt of Proclamation No. P-1011-13 proclaiming Saturday, April 2, 2011, as Arbor Day in the City of Norman acknowledged; and the filing thereof was directed.

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Item 6, being:

PROCLAMATION NO. P-1011-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 10, 2011, AS "STOP THE STIGMA" DAY IN THE CITY OF NORMAN.

Councilmember Kovach moved that receipt of Proclamation No. P-1011-15 proclaiming Sunday, April 10, 2011, as "Stop the Stigma" Day in the City of Norman 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. P-1011-15 dated March 15, 2011
2. Proclamation No. P-1011-15

Participants in discussion
1. Mr. Ed Kearns, 127 West Acres Street, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation No. P-1011-15 proclaiming Sunday, April 10, 2011, as "Stop the Stigma" Day in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and receipt of Proclamation No. P-1011-15 proclaiming Sunday, April 10, 2011, as "Stop the Stigma" Day in the City of Norman acknowledged; and the filing thereof was directed.

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Item 7, being:

PROCLAMATION NO. P-1011-16: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, EXPRESSING DEEPEST SYMPATHY, CONCERN, AND PRAYERS FOR THE PEOPLE OF JAPAN AFTER EXPERIENCING AN EARTHQUAKE AND SUBSEQUENT TSUNAMI ON MARCH 10, 2011.

Councilmember Kovach moved that receipt of Proclamation No. P-1011-16 expressing deepest sympathy, concern, and prayers for the people of Japan after experiencing an earthquake and subsequent tsunami on March 10, 2011, 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. P-1011-16 dated March 15, 2011
2. Proclamation No. P-1011-16

Participants in discussion
1. Dr. Yoshi and Mrs. Koko Sasaki, 906 Timberdell Road, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation No. P-1011-16 expressing deepest sympathy, concern, and prayers for the people of Japan after experiencing an earthquake and subsequent tsunami on March 10, 2011, and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and receipt of Proclamation No. P-1011-16 expressing deepest sympathy, concern, and prayers for the people of Japan after experiencing an earthquake and subsequent tsunami on March 10, 2011, acknowledged; and the filing thereof was directed.

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Item 8, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 9 through Item 42 excluding Item 14 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Atkins; and the question being upon the placement on the consent docket by unanimous vote of Item 9 through Item 42 excluding Item 14, a vote was taken with the following result:

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

The Mayor declared the motion carried and Item 9 through Item 42 excluding Item 14 were placed on the consent docket by unanimous vote.

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Item 9, being:

APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL STUDY SESSION MINUTES OF MARCH 1, 2011
CITY COUNCIL CONFERENCE MINUTES OF MARCH 8, 2011
CITY COUNCIL MINUTES OF MARCH 8, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF MARCH 8, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF MARCH 8, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MARCH 8, 2011

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

Items submitted for the record

1. City Council Study Session minutes of March 1, 2011
2. City Council Conference minutes of March 8, 2011
3. City Council minutes of March 8, 2011
4. Norman Utilities Authority minutes of March 8, 2011
5. Norman Municipal Authority minutes of March 8, 2011
6. Norman Tax Increment Finance Authority minutes of March 8, 2011

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

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

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

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Item 10, being:

CONSIDERATION OF ORDINANCE NO. O-1011-18 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE VIII, SECTIONS 13-809 THROUGH 13-814; AND ARTICLE XXVIII, SECTION 13-2804, 13-2806 AND 13-2809 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY ADDING PROVISIONS AND AMENDING THE APPLICATION AND PERMIT ISSUANCE PROCEDURES AND FEES FOR TEMPORARY FOOD ESTABLISHMENTS AND SOLICITORS AND PEDDLERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1011-18 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. O-1011-18 dated March 7, 2011, by Leah Messner, Assistant City Attorney
2. Ordinance No. O-1011-18
3. Legislatively notated copy of Ordinance No. O-1011-18
4. City Council Oversight Committee minutes of May 12 and August 4, 2011
5. Pertinent excerpts from City Council Oversight Committee minutes of November 3 and December 1, 2010, and January 5, 2011
6. Pertinent excerpts from City Council Conference minutes of February 22, 2011

and the question being upon the Introduction and adoption of Ordinance No. O-1011-18 upon First Reading by title, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-18 was Introduced, read, and adopted upon First Reading by title.

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Item 11, being:

CONSIDERATION OF ORDINANCE NO. O-1011-44 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION 431.6 (COMMERCIAL OUTDOOR LIGHTING STANDARDS) AND AMENDING SECTION 431.7 (DEVELOPMENT AND MAINTENANCE OF OFF STREET PARKING FACILITIES), AND SECTION 450 (DEFINITIONS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO CREATE COMMERCIAL OUTDOOR LIGHTING STANDARDS AND ADDING RELATED DEFINITIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1011-44 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. O-1011-44 dated January 19, 2011, by Susan Connors, Director of Planning and Community Development
2. Ordinance No. O-1011-44
3. Legislatively notated copy of Ordinance No. O-1011-44
4. Staff Report dated February 10, 2011, from Doug Koscinski, AICP, Manager, Current Planning Manager, to Chairman and Members, Norman Planning Commission
5. Pertinent excerpts from Planning Commission minutes of February 10, 2011
6. Pertinent excerpts from City Council Conference minutes of September 28, 2010
7. Pertinent excerpts from City Council Planning and Community Development Committee minutes of November 12, 2010

Item 11, continued:

and the question being upon the Introduction and adoption of Ordinance No. O-1011-44 upon First Reading by title, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-44 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 12, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF FEBRUARY 28, 2011, AND DIRECTING THE FILING THEREOF.

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

Items submitted for the record
1. Text File No. RPT-1011-33 dated March 4, 2011, by Anthony Francisco, Finance Director
2. Finance Director's Investment Report of February 28, 2011

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

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

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

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

* * * * *

Item 13, being:

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

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

Items submitted for the record
1. Text File No. RPT-1011-34 dated February 11, 2011, by Carol Coles, Administrative Assistant
2. Monthly Departmental Reports for the month of February, 2011

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

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

* * * * *

Item 14, being:

CONSIDERATION OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., SEMI-ANNUAL REPORT ENDING DECEMBER 31, 2010.

Item 14 was withdrawn at the request of staff.

* * * * *

Item 15, being:

SUBMISSION OF THE MUNICIPAL ELECTION REPORT FROM THE ENFORCEMENT AUTHORITY.

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

Items submitted for the record

1. Text File No. RPT-1011-37 dated March 14, 2011, by Brenda Hall, City Clerk
2. Enforcement Authority Report dated March 11, 2011, submitted by Mary Francis, Chair; Dr. Richard Hilbert, Vice-Chair; and Nina Flannery, Ty Hardiman, and Dorinda Harvey, members, Enforcement Authority
3. Enforcement Authority minutes of January 20, February 25 and 28, and March 4, 2011

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

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

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

* * * * *

Item 16, being:

CONSIDERATION OF ACCEPTANCE OF REQUEST FOR PROPOSAL NO. RFP-1011-62 FROM GRISSOM LANDSCAPE NURSERY, L.L.C., IN THE AMOUNT OF $8,710.50 FOR THE HIGH MEADOWS PARK TREE PLANTING PROJECT, APPROVAL OF CONTRACT NO. K-1011-160, AND ADOPTION OF PROJECT AGENT RESOLUTION NO. R-1011-103.

Councilmember Kovach moved that Request for Proposal No. RFP-1011-62 from Grissom's Landscape Nursery, L.L.C., in the amount of $8,710.50 be accepted; Contract No. K-1011-160 be approved; the execution thereof be authorized; and Resolution No. R-1011-103 be adopted, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. K-1011-160 dated March 9, 2011, by James Briggs, Park Planner
2. Tabulation of Proposals dated March 5, 2011, for the High Meadows Park Tree Planting Project
3. Contract No. K-1011-160
4. Resolution No. R-1011-103
5. Purchase Requisition No. 0000184039 dated March 17, 2011, in the amount of $8,710.50 to Grissom's Landscape Nursery, L.L.C.

Item 16, continued:

and the question being upon accepting Request for Proposal No. RFP-1011-62 from Grissom's Landscape Nursery, L.L.C., in the amount of $8,710.50 and upon the subsequent approval, authorization, and adoption, a vote was taken with the following result:

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

The Mayor declared the motion carried and Request for Proposal No. RFP-1011-62 from Grissom's Landscape Nursery, L.L.C., in the amount of $8,710.50 accepted; Contract No. K-1011-160 was approved, the execution thereof was authorized, and Resolution No. R-1011-103 was adopted.

* * * * *

Item 17, being:

TEMPORARY EASEMENT NO. E-1011-49: CONSIDERATION OF ACCEPTANCE OF A TEMPORARY CONSTRUCTION EASEMENT DONATED BY NORMAN LODGE NO. 1799, LOYAL ORDER OF MOOSE, FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Temporary Easement No. E-1011-49 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-49 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Temporary Easement No. E-1011-49
3. Location map

and the question being upon accepting Temporary Easement No. E-1011-49 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Temporary Easement No. E-1011-49 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 18, being:

EASEMENT NO. E-1011-50: CONSIDERATION OF ACCEPTANCE OF A UTILITY EASEMENT DONATED BY NORMAN LODGE NO. 1799, LOYAL ORDER OF MOOSE, FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Easement No. E-1011-50 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-50 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Easement No. E-1011-50
3. Location map

Item 18, continued:

and the question being upon accepting Easement No. E-1011-50 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1011-50 accepted; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 19, being:

TEMPORARY EASEMENT NO. E-1011-51: CONSIDERATION OF ACCEPTANCE OF A TEMPORARY CONSTRUCTION EASEMENT DONATED BY NORMAN COMMERCIAL RENTALS, INC., FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Temporary Easement No. E-1011-51 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-51 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Temporary Easement No. E-1011-51
3. Location map

and the question being upon accepting Temporary Easement No. E-1011-51 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Temporary Easement No. E-1011-51 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 20, being:

EASEMENT NO. E-1011-52: CONSIDERATION OF ACCEPTANCE OF A UTILITY EASEMENT DONATED BY NORMAN COMMERCIAL RENTALS, INC., FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Easement No. E-1011-52 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-52 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Easement No. E-1011-52
3. Location map

and the question being upon accepting Easement No. E-1011-52 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1011-52 accepted; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 21, being:

TEMPORARY EASEMENT NO. E-1011-53: CONSIDERATION OF ACCEPTANCE OF A TEMPORARY CONSTRUCTION EASEMENT DONATED BY BOBBY C. AND ELSIE A. GOWENS FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Temporary Easement No. E-1011-53 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-53 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Temporary Easement No. E-1011-53
3. Location map

and the question being upon accepting Temporary Easement No. E-1011-53 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Temporary Easement No. E-1011-53 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 22, being:

EASEMENT NO. E-1011-54: CONSIDERATION OF ACCEPTANCE OF A UTILITY EASEMENT FROM CHRISTINE MARIE KANE AND WHITNEY LEE BOUTIN, JR., IN THE AMOUNT OF $4,680 FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Easement No. E-1011-54 be accepted, the filing thereof with the Cleveland County Clerk be directed, and payment for the easement be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-54 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Easement No. E-1011-54
3. Location map

and the question being upon accepting Easement No. E-1011-54 and upon the subsequent directive and authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1011-54 accepted; the filing thereof with the Cleveland County Clerk was directed and payment for the easement be authorized.

* * * * *

Item 23, being:

EASEMENT NO. E-1011-55: CONSIDERATION OF ACCEPTANCE OF A UTILITY EASEMENT FROM HAROLD AND ANITA SMART IN THE AMOUNT OF $9,536 FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Easement No. E-1011-55 be accepted, the filing thereof with the Cleveland County Clerk be directed, and payment for the easement be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-55 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Easement No. E-1011-55
3. Location map

and the question being upon accepting Easement No. E-1011-55 and upon the subsequent directive and authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1011-55 accepted; the filing thereof with the Cleveland County Clerk was directed, and payment for the easement be authorized.

* * * * *

Item 24, being:

EASEMENT NO. E-1011-56: CONSIDERATION OF ACCEPTANCE OF A UTILITY EASEMENT DONATED BY THOMAS J. AND CAROL L. CLEARY D/B/A C.T. INVESTMENTS, A GENERAL PARTNERSHIP, FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Easement No. E-1011-56 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-56 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Easement No. E-1011-56
3. Location map

and the question being upon accepting Easement No. E-1011-56 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1011-56 accepted; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 25, being:

EASEMENT NO. E-1011-57: CONSIDERATION OF ACCEPTANCE OF A PERMANENT UTILITY EASEMENT DONATED BY NORMAN LODGE NO. 1799, LOYAL ORDER OF MOOSE, FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Easement No. E-1011-57 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-57 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Easement No. E-1011-57
3. Location map

and the question being upon accepting Easement No. E-1011-57 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1011-57 accepted; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 26, being:

EASEMENT NO. E-1011-58: CONSIDERATION OF ACCEPTANCE OF A UTILITY EASEMENT DONATED BY NORMAN LODGE NO. 1799, LOYAL ORDER OF MOOSE, FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Easement No. E-1011-58 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-58 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Easement No. E-1011-58
3. Location map

and the question being upon accepting Easement No. E-1011-58 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1011-58 accepted; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 27, being:

EASEMENT NO. E-1011-59: CONSIDERATION OF ACCEPTANCE OF A UTILITY EASEMENT DONATED BY NORMAN LODGE NO. 1799, LOYAL ORDER OF MOOSE, FOR THE US-77/CLASSEN BOULEVARD AND IMHOFF ROAD INTERSECTION PROJECT.

Councilmember Kovach moved that Easement No. E-1011-59 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-59 dated March 7, 2011, by John Clink, Capital Projects Engineer, with Attachment 1, Easement Table, U.S. 77/Classen Boulevard and Imhoff Road Intersection
2. Easement No. E-1011-59
3. Location map

and the question being upon accepting Easement No. E-1011-59 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1011-59 accepted; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 28, being:

CONSIDERATION OF GRANTING EASEMENT NO. E-1011-62 TO OKLAHOMA GAS & ELECTRIC COMPANY LOCATED IN GRIFFIN PARK AT 1001 EAST ROBINSON STREET TO EXTEND ELECTRIC SERVICE TO OTHER AREAS OF THE PARK.

Councilmember Kovach moved that Easement No. E-1011-62 be granted to Oklahoma Gas and Electric Company and the execution thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. E-1011-62 dated March 7, 2011, by James Briggs, Park Planner
2. Easement No. E-1011-62 with Exhibit "A," legal description, and Exhibit "B," location map

and the question being upon granting Easement No. E-1011-62 be granted to Oklahoma Gas and Electric Company and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Easement No. E-1011-62 be granted to Oklahoma Gas and Electric Company granted; and the execution thereof was authorized.

* * * * *

Item 29, being:

CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1011-6 FOR OAKMEADOWS WITH A VARIANCE TO THE FRONTAGE REQUIREMENT FOR TRACT 4 AND ACCEPTANCE OF EASEMENT NO. E-1011-61. (1021 120TH AVENUE S.E.)

Councilmember Kovach moved that Norman Rural Certificate of Survey No. COS-1011-6 for Oakmeadows and a variance in the minimum acreage requirements for Tract 4 be approved, Easement No. E-1011-61 be accepted, and the filing of the certificate of survey and easement with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. COS-1011-6 dated January 11, 2011, by Ken Danner, Development Manager
2. Location map
3. Norman Rural Certificate of Survey No. COS-1011-6
4. Easement No. E-1011-61
5. Staff Report dated February 10, 2011, recommending approval
6. Request for Property Access, Variance, Oakmeadows Addition, from Larry F. Bowen, Owner
7. City of Norman Predevelopment Case No. PD 10-26 dated December 16, 2010, from Larry Bowen for property located at 1021 108th Avenue S.E.
8. Greenbelt Enhancement Statement Comments dated January 24, 2011, for property located at 1021 108th Avenue S.E.
9. Pertinent excerpts from Planning Commission minutes of February 10, 2011

and the question being upon approving Norman Rural Certificate of Survey No. COS-1011-6 for Oakmeadows and a variance in the minimum acreage requirements for Tract 4 and upon the subsequent acceptance and directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Norman Rural Certificate of Survey No. COS-1011-6 for Oakmeadows and a variance in the minimum acreage requirements for Tract 4 approved; Easement No. E-1011-61 was accepted and the filing of the certificate of survey and easement with the Cleveland County Clerk were directed.

* * * * *

Item 30, being:

CONSIDERATION OF A FINAL PLAT FOR GREENLEAF TRAILS ADDITION, SECTION 3, A PLANNED UNIT DEVELOPMENT, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ON 12TH AVENUE N.W. APPROXIMATELY ONE-QUARTER MILE SOUTH OF TECUMSEH ROAD)

Councilmember Kovach moved that the final plat for Greenleaf Trails Addition, Section 3, a Planned Unit Development, be approved; the public dedications contained within the plat be accepted; the Mayor be authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements; and the filing of the final site development plan and final plat be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. FP-1011-14 dated October 15, 2010, by Ken Danner, Development Manager
2. Location map
3. Final plat
4. Staff report dated November 18, 2010, recommending approval
5. Preliminary plat
6. Pertinent excerpts from Planning Commission minutes of November 18, 2010

and the question being upon approving the final plat for Greenleaf Trails Addition, Section 3, a Planned Unit Development, and upon the subsequent acceptance, authorization, and directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and the final plat for Greenleaf Trails Addition, Section 3, a Planned Unit Development, approved; the public dedications contained within the plat were accepted, the Mayor was authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements, and the filing of the final site development plan and final plat was directed.

* * * * *

Councilmember Ezzell asked that he be allowed to abstain from voting on Item 31 due to a conflict of interest. Thereupon, Councilmember Dillingham moved that Councilmember Ezzell be allowed to abstain from voting on Item 31 due to a conflict of interest, which motion was duly seconded by Councilmember Kovach; and the question being upon allowing Councilmember Ezzell to abstain from voting on Item 31 due to a conflict of interest, a vote was taken with the following result:

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

The Mayor declared the motion carried and Councilmember Ezzell was allowed to abstain from voting on Item 31 due to a conflict of interest.

* * * * *

Item 31, being:

CONSIDERATION OF CONSENT TO ENCROACHMENT NO. EN-1011-03 FOR LOTS 12 AND 13, BLOCK 5, BROOKHAVEN NO. 33 ADDITION. (504 MANOR HILL COURT).

Councilmember Kovach moved that Consent to Encroachment No. EN-1011-03 be approved and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. EN-1011-3 dated March 7, 2011, by Blaine Nice, Assistant City Attorney
2. Consent to Encroachment No. EN-1011-03
3. Letter of request dated August 26, 2010, from Nina J. Wadley, Ezzell and Borchardt, P.L.L.C., Attorneys at Law, to Brenda Hall, City Clerk, with Exhibit A, legal description, and Exhibit B, location map
4. Site plan
5. Memorandum dated September 24, 2010, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Doug Koscinski, Current Planning Manager; Ken Danner, Development Coordinator; and Ken Komiske, Director of Utilities
6. Memorandum dated November 8, 2010, from Jim Speck, Capital Projects Engineer, to Brenda Hall, City Clerk
7. Memorandum dated March 2, 2011, from Ken Danner, Development Manager, to Blaine Nice, Assistant City Attorney
8. Letter dated November 4, 2010, from Terri Hayes, Manager, OSP Planning and Engineering Design, Norman/Noble Wire Centers, AT&T, to Whom It May Concern
9. E-Mail dated November 8, 2010, from Thad Peterson, Supervisor of Engineering Services, Oklahoma Electric Cooperative, to Ken Danner
10. Letter dated November 17, 2010, from Randy Harrel, Oklahoma Natural Gas, a Division of ONEOK, to Brenda Hall, City Clerk
11. Letter dated March 1, 2011, from Timothy J. Bailey, Right-of-Way Agent, OG&E Electric Services, to Derek and Nicole Mask
12. Letter dated March 2, 2011, from Jodie Finney, Right-of-Way Agent, Cox Communications, Inc., to Derek and Nicole Mask

and the question being upon approving Consent to Encroachment No. EN-1011-03 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Consent to Encroachment No. EN-1011-03 approved; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 32, being:

LIMITED LICENSE NO. LL-1011-11: LIMITED LICENSE TO PLACE TWELVE (12) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE ASSISTANCE LEAGUE OF NORMAN FOR THE MAY FAIR ARTS FESTIVAL TO BE HELD APRIL 29, APRIL 30, AND MAY 1, 2011.

Councilmember Kovach moved that Limited License No. LL-1011-11 to place twelve (12) ground banners within the public rights-of-way pursuant to a request from the Assistance League of Norman be approved and the issuance thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Item 32, continued:

Items submitted for the record

1. Text File No. LL-1011-11 dated February 14, 2011, by Wayne Stenis, Planner II
2. Application for Limited License dated March 1, 2011, for twelve signs from Jeri Saliba, contact person, Assistance League of Norman
3. List of locations
4. Limited License No. LL-1011-11

and the question being upon approving Limited License No. LL-1011-11 to place twelve (12) ground banners within the public rights-of-way pursuant to a request from the Assistance League of Norman and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Limited License No. LL-1011-11 to place twelve (12) ground banners within the public rights-of-way pursuant to a request from the Assistance League of Norman approved; and the issuance thereof was authorized.

* * * * *

Item 33, being:

CONSIDERATION OF ALLOWING THE REVITALIZATION DIVISION TO PROCESS APPLICATIONS FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM THE RENAMED AND AMENDED EMERGENCY SHELTER GRANT PROGRAM FOR THE HOMELESS FROM QUALIFYING AGENCIES TO BE SUBMITTED TO THE OKLAHOMA DEPARTMENT OF COMMERCE.

Councilmember Kovach moved that the processing of applications from qualifying agencies by the Revitalization Division for the Emergency Solutions Grant Program for the Homeless be approved, the submission thereof be directed to the Oklahoma Department of Commerce (ODOC), and upon approval from ODOC, the Mayor be authorized to sign the subsequent contracts contingent upon the City Attorney's approval, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. GID-1011-18 dated March 7, 2011, by Lisa Krieg, Grants Planner

and the question being upon approving the processing of applications from qualifying agencies by the Revitalization Division for the Emergency Solutions Grant Program for the Homeless and upon the subsequent directive and authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and the processing of applications from qualifying agencies by the Revitalization Division for the Emergency Solutions Grant Program for the Homeless approved; the submission thereof to ODOC was directed and upon approval from ODOC, the Mayor was authorized to sign the subsequent contracts contingent upon the City Attorney's approval.

* * * * *

Item 34, being:

AMENDMENT NO. ONE TO CONTRACT NO. K-0910-161: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CHARLES GROOMS D/B/A COMPLETE LAWN MAINTENANCE EXTENDING THE CONTRACT THROUGH MARCH 31, 2012, FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE REVITALIZATION DIVISION.

Councilmember Kovach moved that Amendment No. One to Contract No. K-0910-161 with Charles Grooms d/b/a Complete Lawn Maintenance extending the contract until March 31, 2012, and the execution thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-0910-161, Amendment No. One, dated March 2, 2011, by Linda Price, Revitalization Manager, with Attachment A, Contract Specifications
2. Amendment No. One to Contract No. K-0910-161

and the question being upon approving Amendment No. One to Contract No. K-0910-161 with Charles Grooms d/b/a Complete Lawn Maintenance extending the contract until March 31, 2012, and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Amendment No. One to Contract No. K-0910-161 with Charles Grooms d/b/a Complete Lawn Maintenance extending the contract until March 31, 2012, approved; and the execution thereof was authorized.

* * * * *

Item 35, being:

AMENDMENT NO. ONE TO CONTRACT NO. K-0910-162: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BEAU TEEL D/B/A E & E LAND MANAGEMENT, L.L.C., EXTENDING THE CONTRACT UNTIL MARCH 31, 2012, FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE REVITALIZATION DIVISION.

Councilmember Kovach moved that Amendment No. Two to Contract No. K-0910-162 with Beau Teel d/b/a E & E Land Management extending the contract until March 31, 2012, and the execution thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-0910-162, Amendment No. One, dated March 2, 2011, by Linda Price, Revitalization Manager, with Attachment A, Contract Specifications
2. Amendment No. One to Contract No. K-0910-162

and the question being upon approving Amendment No. One to Contract No. K-0910-162 with Beau Teel d/b/a E & E Land Management extending the contract until March 31, 2012, and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Amendment No. One to Contract No. K-0910-162 with Beau Teel d/b/a E & E Land Management extending the contract until March 31, 2012, approved; and the execution thereof was authorized.

* * * * *

Item 36, being:

AMENDMENT NO. ONE TO CONTRACT NO. K-0910-163: TO A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND LINEBARGER GOGGAN BLAIR & SAMPSON, L.L.P., EXTENDING THE CONTRACT UNTIL MARCH 23, 2012, FOR MUNICIPAL COURT COLLECTION SERVICES.

Councilmember Kovach moved that Amendment No. One to Contract No. K-0910-163 with Linebarger Goggan Blair and Sampson, L.L.P., extending the contract until March 23, 2012, and the execution thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-0910-163, Amendment No. One, dated March 2, 2011, by Ronda Guerrero, Municipal Court Clerk
2. Amendment No. One to Contract No. K-0910-163

Participants in discussion
1. Ms. Ronda Guerrero, Municipal Court Clerk

and the question being upon approving Amendment No. One to Contract No. K-0910-163 with Linebarger Goggan Blair and Sampson, L.L.P., extending the contract until March 23, 2012, and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Amendment No. One to Contract No. K-0910-162 with Beau Teel d/b/a E & E Land Management extending the contract until March 31, 2012, approved; and the execution thereof was authorized.

* * * * *

Item 37, being:

CONTRACT NO. K-1011-144: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CLASSIC CONCESSION, INC., FOR THE OPERATION OF THE GRIFFIN COMMUNITY PARK YOUTH BASEBALL AND SOFTBALL CONCESSIONS FOR THE PARKS AND RECREATION DEPARTMENT.

Councilmember Kovach moved that Contract No. K-1011-144 with Classic Concession, Inc., be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-1011-144 dated March 4, 2011, by Jud Foster, Director of Parks and Recreation
2. Contract No. K-1011-144

and the question being upon approving Contract No. K-1011-144 with Classic Concession, Inc., and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1011-144 with Classic Concession, Inc., approved; and the execution thereof was authorized.

* * * * *

Item 38, being:

CONTRACT NO. K-1011-154: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM TO PROVIDE CERTAIN HEALTH CARE SERVICES FOR WORKERS INJURED ON THE JOB.

Councilmember Kovach moved that Contract No. K-1011-154 with Norman Regional Hospital Authority d/b/a Norman Regional Health System be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. K-1011-154 dated March 3, 2011, by Blaine Nice, Assistant City Attorney
2. Contract No. K-1011-154 with Exhibit A, Reimbursement Schedule, and Exhibit B, NRHS Affiliated Entities

and the question being upon approving Contract No. K-1011-154 with Norman Regional Hospital Authority d/b/a Norman Regional Health System and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1011-154 with Norman Regional Hospital Authority d/b/a Norman Regional Health System approved; and the execution thereof was authorized.

* * * * *

Item 39, being:

CONTRACT NO. K-1011-155: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND 329 PARTNERS II - LIMITED PARTNERSHIP IN THE AMOUNT OF $540 PER YEAR FOR THE LEASE OF CITY PROPERTY (RIGHT-OF-WAY) LOCATED AT LOTS 31, 32, AND PART OF 33, BLOCK 1, LARSH'S UNIVERSITY ADDITION TO THE CITY OF NORMAN, OKLAHOMA. (575 SOUTH UNIVERSITY BOULEVARD).

Councilmember Kovach moved that Contract No. K-1011-155 with 329 Partners II – Limited Partnership in the amount of $540 per year be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Letter dated February 23, 2011, from H. Rainey Powell, Manager, 329 Partners-II Limited Partnership, to Brenda Hall, City Clerk
2. Text File No. K-1011-155 dated March 4, 2011, by Leah Messner, Assistant City Attorney
3. Contract No. K-1011-155 with Exhibit A, location maps

and the question being upon approving Contract No. K-1011-155 with 329 Partners II – Limited Partnership in the amount of $540 and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1011-155 with 329 Partners II – Limited Partnership in the amount of $540 approved; and the execution thereof was authorized.

* * * * *

Item 40, being:

CONTRACT NO. K-1011-159: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND TRANS-TEL CENTRAL, INC., IN THE AMOUNT OF $130,600 FOR THE PURCHASE AND INSTALLATION OF FIBER TO FOUR CITY OF NORMAN LOCATIONS.

Councilmember Kovach moved that Contract No. K-1011-159 with Trans-Tel Central, Inc., in the amount of $130,600 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. K-1011-159 dated March 4, 2011, by Jennifer Gray, Telecommunications Administrator
2. Contract No. K-1011-159 with Attachment A, list of projects, and Attachment B, project costs

and the question being upon approving Contract No. K-1011-159 with Trans-Tel Central, Inc., in the amount of $130,600 and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1011-159 with Trans-Tel Central, Inc., in the amount of $130,600 approved; and the execution thereof was authorized.

* * * * *

Item 41, being:

RESOLUTION NO. R 1011-98: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE REQUIREMENTS FOR MEMBERS APPOINTED TO THE OVERSIGHT COMMITTEE IMPLEMENTED TO END CHRONIC HOMELESSNESS (ECHO).

Councilmember Kovach moved that Resolution No. R-1011-98 be adopted, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. R-1011-98 dated March 15, 2011, by Linda Price, Revitalization Manager
2. Resolution No. R-1011-98

and the question being upon adopting Resolution No. R-1011-98, a vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1011-98 was adopted.

* * * * *

Item 42, being:

RESOLUTION NO. R-1011-102: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $3,821 FROM THE ART IN PUBLIC PLACES FUND BALANCE TO BE USED BY THE NORMAN ARTS COUNCIL AS OUTLINED IN ORDINANCE NO. O-0708-5.

Councilmember Kovach moved that Resolution No. R-1011-102 be adopted, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. R-1011-102 dated March 3, 2011, by Clint Mercer, Chief Accountant
2. Revenue and disbursements from the Arts and Public Places Fund from October 1, 2007, through February 28, 2011
3. Resolution No. R-1011-102

and the question being upon adopting Resolution No. R-1011-102, a vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1011-102 was adopted.

* * * * *

Item 43, being:

RESOLUTION NO. R-1011-82: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1011-5**, SO AS TO PLACE LOTS 1-10, BLOCK 3; LOTS 1-9, BLOCK 4; LOTS 1-10, BLOCK 5; AND LOT 1, BLOCK 6, PRESIDENTIAL NO. 4 ADDITION AND ALL OF LOTS 1-13, BLOCK 1, AND LOTS 1-6, BLOCK 2, PRESIDENTIAL NO. ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE HIGH-DENSITY RESIDENTIAL DESIGNATION AND REMOVE THE SAME FROM THE COMMERCIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (1801 JEFFERSON COURT AND 2681 JEFFERSON DRIVE).

Councilmember Kovach moved that Resolution No. R-1011-82, Land Use Plan Amendment No. LUP-1011-5, be postponed until April 12, 2010, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record

1. Text File No. R-1011-82 dated January 11, 2011, by Doug Koscinski, Current Planning Manager
2. Email requesting postponement dated March 11, 2011, from Sean Rieger to Susan Connors, Doug Koscinski, Brenda Hall, Cindy Rosenthal, Steve Lewis, Tom Kovach, Hal Ezzell, and Ellen Usry
3. Resolution No. R-1011-82, Land Use Plan Amendment No. LUP-1011-5
4. Location map
5. Staff Report dated February 10, 2011, recommending approval
6. City of Norman Predevelopment Case No. PD 10-28 dated December 16, 2010, submitted by 2681 Jefferson Street Holdings, L.L.C., for property south of intersection of I-35 and Highway 9 East
7. Greenbelt Enhancement Statement Comments dated January 24, 2011
8. Pertinent excerpts from City Council minutes of February 10, 2011

Item 43, being:

and the question being upon postponing Resolution No. R-1011-82, Land Use Plan Amendment No. LUP-1011-5, until April 12, 2011, a vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1011-83, Land Use Plan Amendment No. LUP-1011-5, was postponed until April 12, 2011.

* * * * *

Item 44, being:

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

Ordinance No. O-1011-41 having been Introduced and adopted upon First Reading by title in City Council's meeting of March 8, 2011, Councilmember Atkins moved that Ordinance No. O-1011-41 be postponed until April 12, 2011, which motion was duly been seconded by Councilmember Kovach;

Items submitted for the record

1. Text File No. O-1011-41 dated January 11, 2011, by Doug Koscinski, Current Planning Manager
2. Email requesting postponement dated March 11, 2011, from Sean Rieger to Susan Connors, Doug Koscinski, Brenda Hall, Cindy Rosenthal, Steve Lewis, Tom Kovach, Hal Ezzell, and Ellen Usry
3. Ordinance No. O-1011-41
4. Location map
5. Staff Report dated February 10, 2011, recommending approval
6. Pertinent excerpts from Planning Commission minutes of February 10, 2011

and the question being upon postponing Ordinance No. O-1011-41 until April 12, 2011, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-41 was postponed until April 12, 2011.

* * * * *

Item 45, being:

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

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

Items submitted for the record

1. Text File No. O-1011-39 dated December 14, 2010, by Doug Koscinski, Current Planning Manager
2. Ordinance No. O-1011-39 with Exhibit A, site plan
3. Location map
4. Staff report dated January 13, 2011, recommending denial
5. Service Description
6. Norman Predevelopment Summary Case No. PD 10-24 dated October 28, 2010, for Mary and Susan Lemmond for property located at 1317 East Lindsey Street
7. Norman Predevelopment Summary Case No. PD 10-24 dated November 18, 2010, for Mary and Susan Lemmond for property located at 1317 East Lindsey Street
8. Protest area map containing 2.34% protest within notification area
9. Letter of protest dated December 27, 2010, from Charles and Alice Henson to Norman Planning Commission
10. Letter of protest dated December 27, 2010, from Dorothy Wiggins to Norman Planning Commission
11. Letter of protest dated January 6, 2011, from John F. Otto, DVM, to Planning Commission Members
12. Pertinent excerpts from Planning Commission minutes of January 13, 2011
13. Letter requesting postponement filed February 22, 2011, from Susan Lemmond, CEO, Lemmco, L.L.C., and Mary Lemmond, COO, Lemmco, L.L.C., to Ms. Hall
14. Pertinent excerpts from City Council minutes of February 22, 2011

Participants in discussion

1. Ms. Susan Lemmond, 1808 Oakhollow Drive, applicant
2. Ms. Susan Connors, Director of Planning and Community Development
3. Mr. Mark Campbell, 2821 Dewey Avenue, asked questions

and the question being upon adopting Ordinance No. O-1011-39 upon Second Reading section by section, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-39 was adopted upon Second Reading section by section.

Thereupon, Councilmember Atkins moved that Ordinance No. O-1011-39 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Dillingham; and the question being upon adopting Ordinance No. O-1011-39 upon Final Reading as a whole, the roll was called with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-39 was adopted upon Final Reading as a whole.

* * * * *

Item 46, being:

RESOLUTION NO. R-1011-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1011-6**, SO AS TO PLACE PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE CURRENT URBAN SERVICE AREA AND REMOVE THE SAME FROM THE FUTURE URBAN SERVICE AREA AND TO PLACE TRACT 1 OF SAID PROPERTY IN THE COMMERCIAL DESIGNATION AND REMOVE THE SAME FROM THE LOW DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD EAST OF 48TH AVENUE N.W.)

Councilmember Quinn moved that Resolution No. R-1011-83, Land Use Plan Amendment No. LUP-1011-6, be adopted and the NORMAN 2025 Land Use and Transportation Plan be amended according thereto, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record

1. Text File No. R-1011-83 dated January 11, 2011, by Doug Koscinski, Current Planning Manager
2. Resolution No. R-1011-83, Land Use Plan Amendment No. LUP-1011-6
3. Location map
4. Staff Report dated February 10, 2011, recommending approval
5. Norman Predevelopment Summary Case No. PD 10-11 dated June 24, 2010, submitted by Sassan K. Moghadam for property located at the northeast corner of 48th Avenue N.W. and Indian Hills Road
6. Pertinent excerpts from Planning Commission minutes of February 10, 2011

Participants in discussion

1. Ms. Sean Rieger, 136 Thompson Drive, attorney representing the applicant
2. Mr. Richard McKown, 3309 Cannon Drive, applicant
3. Ms. Susan Connors, Director of Planning and Community Development
4. Mr. Ken Komiske, Director of Utilities
5. Mr. Shawn O'Leary, Director of Public Works
6. Mr. Tom McCaleb, SMC Consulting Engineers, 815 West Main Street, Oklahoma City, engineer representing the applicant
7. Mr. Pat Copeland, Post Office Box 6556, protestant
8. Mr. Roger Gallagher, 1522 East Boyd Street, asked questions
9. Mr. Jeff Bryant, City Attorney

and the question being upon adopting Resolution No. R-1011-83, Land Use Plan Amendment No. LUP-1011-6, and upon the subsequent amendment, a vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1011-83, Land Use Plan Amendment No. LUP-1011-6, adopted; and the NORMAN 2025 Land Use and Transportation Plan was amended according thereto.

* * * * *

Item 47, being:

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

Ordinance No. O-1011-42 having been Introduced and adopted upon First Reading by title in City Council's meeting of March 8, 2011, Councilmember Quinn moved that Ordinance No. O-1011-42 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record

1. Text File No. O-1011-42 dated January 11, 2011, by Doug Koscinski, Current Planning Manager
2. Ordinance No. O-1011-42
3. Location map
4. Staff Report dated February 10, 2011, recommending approval
5. Foxworth Addition Planned Unit Development (PUD) Narrative dated January 10, 2011, by Sassan K. Moghadam, Developer, with Exhibit A, Proposed Preliminary Plat; Exhibit B, Proposed Preliminary Conceptual Landscape Plan; Exhibit C, Proposed Open Space Diagram; and Exhibit D, Proposed Preliminary Phasing Plan
6. Site plan of Gateway Park and Trails
7. Pertinent excerpts from Planning Commission minutes of February 10, 2011

and the question being upon adopting Ordinance No. O-1011-42 upon Second Reading section by section, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-42 was adopted upon Second Reading section by section.

Thereupon, Councilmember Ezzell moved that Ordinance No. O-1011-42 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-1011-42 upon Final Reading as a whole, the roll was called with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-42 was adopted upon Final Reading as a whole.

* * * * *

Item 48, being:

CONSIDERATION OF A PRELIMINARY PLAT FOR FOXWORTH ADDITION, A PLANNED UNIT DEVELOPMENT, AND WAIVER OF ALLEY REQUIREMENTS FOR THE COMMERCIAL PROPERTIES.

Councilmember Quinn moved that the preliminary plat for Foxworth Addition, a Planned Unit Development, and waiver of alley requirements for the commercial properties be approved, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. PP-1011-10 dated January 11, 2011, by Ken Danner, Development Manager with attached Traffic Impact Study and Share of Intersection Costs
2. Location map
3. Preliminary plat
4. Staff Report dated February 10, 2011, recommending approval
5. City of Norman Traffic Impacts Development Review Form dated February 7, 2011, for Foxworth Addition Preliminary Plat by David R. Riesland, P.E., Assistant City Traffic Engineer
6. Preliminary site plan
7. Phasing plan
8. Open Space Exhibit dated February 3, 2011
9. Letter dated January 27, 2011, requesting alley waiver for commercial, industrial, and office areas, from Tom L. McCaleb, SMC Consulting Engineers, P.C., to Mr. Zev Trachtenberg Chairman, Planning Commission
10. Site plan of Gateway Park and Trails
11. Greenbelt Enhancement Statement Comments dated January 24, 2011, for property located on the north side of Indian Hills Road west of 36th Avenue N.W. and just east of 48th Avenue N.W.
12. Predevelopment Summary Case No. PD 11-05 dated January 27, 2011, for Sassan Moghadam for property located at the northeast corner of 48th Avenue N.W. and Indian Hills Road
13. Pertinent excerpts from Planning Commission minutes of February 10, 2011

and the question being upon approving the preliminary plat for Foxworth Addition, ad Planned Unit Development, and waiver of alley requirements for the commercial properties, a vote was taken with the following result:

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

The Mayor declared the motion carried and the preliminary plat for Foxworth Addition, a Planned Unit Development, and waiver of alley requirements for the commercial properties were approved.

* * * * *

Item 49, being:

RESOLUTION NO. R-1011-84: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1011-7**, SO AS TO PLACE PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE CURRENT URBAN SERVICE AREA AND REMOVE THE SAME FROM THE FUTURE URBAN SERVICE AREA FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD EAST OF 48TH AVENUE N.W.)

Councilmember Quinn moved that Resolution No. R-1011-84, Land Use Plan Amendment No. LUP-1011-7, be adopted and the NORMAN 2025 Land Use and Transportation Plan be amended according thereto, which motion was duly seconded by Councilmember Griffith;

Item 49, continued:

Items submitted for the record

1. Text File No. R-1011-84 dated January 11, 2011, by Doug Koscinski, Current Planning Manager
2. Resolution No. R-1011-84, Land Use Plan Amendment No. LUP-1011-7
3. Location map
4. Staff Report dated February 10, 2011, recommending approval
5. Norman Predevelopment Summary Case No. PD 10-08 dated May 27, 2010, submitted by Shaz Investment Group, Inc., for property located at the northeast corner of 48th Avenue N.W. and Indian Hills Road
6. Pertinent excerpts from Planning Commission minutes of February 10, 2011

Participants in discussion

1. Mr. Sean Rieger, 136 Thompson Drive, attorney representing the applicant

and the question being upon adopting Resolution No. R-1011-84, Land Use Plan Amendment No. LUP-1011-7, and upon the subsequent amendment, a vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1011-84, Land Use Plan Amendment No. LUP-1011-7, adopted; and the NORMAN 2025 Land Use and Transportation Plan was amended according thereto.

* * * * *

Item 50, being:

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

Ordinance No. O-1011-43 having been Introduced and adopted upon First Reading by title in City Council's meeting of March 8, 2011, Councilmember Quinn moved that Ordinance No. O-1011-43 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record

1. Text File No. O-1011-43 dated January 11, 2011, by Doug Koscinski, Current Planning Manager
2. Ordinance No. O-1011-43
3. Location map
4. Staff Report dated February 10, 2011, recommending approval
5. Whispering Trails Addition Planned Unit Development (PUD) Narrative dated January 10, 2011, prepared by Sean Paul Rieger, the Rieger Law Group, with Exhibit A, Proposed Preliminary Plat; Exhibit B, Typical Residential Lot Development; Exhibit C, Proposed Open Space Plan; Exhibit D, Proposed Conceptual Landscape Plan; and Exhibit E, Proposed Phasing Plan
6. Site plan of Gateway Park and Trails
7. Pertinent excerpts from Planning Commission minutes of February 10, 2011

Item 50, continued:

and the question being upon adopting Ordinance No. O-1011-43 upon Second Reading section by section, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-43 was adopted upon Second Reading section by section.

Thereupon, Councilmember Quinn moved that Ordinance No. O-1011-43 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-1011-43 upon Final Reading as a whole, the roll was called with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-43 was adopted upon Final Reading as a whole.

* * * * *

Item 51, being:

CONSIDERATION OF A PRELIMINARY PLAT FOR WHISPERING TRAILS ADDITION, A PLANNED UNIT DEVELOPMENT.

Councilmember Quinn moved that the preliminary plat for Whispering Trails Addition, a Planned Unit Development be approved, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. PP-1011-11 dated January 11, 2011, by Ken Danner, Development Manager with attached Traffic Impact Study and Intersection Improvement Costs
2. Location map
3. Preliminary plat
4. Staff Report dated February 10, 2011, recommending approval
5. City of Norman Traffic Impacts Development Review Form dated February 7, 2011, for Whispering Trails Addition Preliminary Plat by David R. Riesland, P.E., Assistant City Traffic Engineer
6. Phasing plan
7. Open Space Exhibit dated February 3, 2011
8. Typical lot development
9. Site plan of Gateway Park and Trails
10. Greenbelt Enhancement Statement Comments dated January 24, 2011, for property located on the north side of Indian Hills Road west of 36th Avenue N.W. and just east of 48th Avenue N.W.
11. Predevelopment Summary Case No. PD 11-05 dated January 27, 2011, for Shaz Development for property located at the northeast corner of 48th Avenue N.W. and Indian Hills Road
12. Pertinent excerpts from Planning Commission minutes of February 10, 2011

Item 51, continued:

and the question being upon approving the preliminary plat for Whispering Trails Addition, ad Planned Unit Development, a vote was taken with the following result:

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

The Mayor declared the motion carried and the preliminary plat for Whispering Trails Addition, a Planned Unit Development, was approved.

* * * * *

MISCELLANEOUS DISCUSSION

Thanks to Firefighters During Recent Fires. Mr. Bobby Stevens, 3801 108th Avenue S.E., thanked the firefighters for doing an amazing job last week during all of the fires and said he hoped everyone appreciated the work they do.

Mr. Roger Gallagher, 1522 East Boyd Street, said he and Councilmember Atkins had worked with property owners in Ward One during the recent fires to validate that high grass near an apartment complex had been an accelerant to the fire. He urged Code Compliance to aggressively work these types of areas to prevent this happening in the future and asked if there was a way there could be more detailed inspections of these areas during this fire season.

Mayor Rosenthal said this was something that Code Compliance should be proactive about because the City is in the midst of a very dangerous fire season and until there is some rain it will be very hazardous.

Councilmember Atkins said this also needs to be taken into consideration as Council looks forward at storm water and protection zones. He thanked firefighters for providing a rapid response to the fire in Ward One and said residents appreciated their actions.

*

Code Violations. Mr. Bobby Stevens, 3801 108th Avenue S.E., said he spoke at City Council's meeting of March 8, 2011, about a wrecker service that was not in compliance with City codes and after that meeting he was cited by the Code Compliance Division for inoperable vehicles on his property which were 500 feet from a City street and had been given ten days to remove them from his property. He provided pictures of his property which is not visible from any City street and is on a private road. He said he is a law-abiding citizen and the vehicles will be removed. He said the wrecker service did not have a proper fence around the business and this had been an ongoing problem. He said he did not understand how the City could employ a business that did not comply with City codes. He said all of the wrecked vehicles are in plain sight from the highway and the north side is not fenced, although a fence had been installed today on the south side. He felt his report last Council meeting had resulted in retaliatory actions against his property.

Ms. Susan Connors, Director of Planning and Community Development, said the property Mr. Stevens had reported was a salvage yard. She said salvage yards are inspected once a year in January or February. She said this company was inspected in February and there were no problems at that time. After Mr. Stevens voiced his concerns, the Code Compliance Division went to the property and found cars stacked higher than the fence, part of the fence was down, and the front gate was not opaque. She said as of 5:00 p.m. those issues had been resolved. She said salvage yards are listed under Section 13 of the Municipal Code and the time limit for compliance is not the same as residential structures. She said the City received a complaint on Mr. Stevens' property about inoperable vehicles and a Code Compliance Officer was sent out based on the complaint which is listed under Section 10 of the Code requiring a specific 10 day rule for compliance. She said the Code Compliance Division kept track of the salvage yard to make sure it was in compliance because salvage yards are licensed by the City and this is per license requirements.

Mayor Rosenthal asked if both of these properties were investigated based on complaints.

Ms. Connors said this was correct.

Councilmember Dillingham asked if there was a reason for the different time periods for the salvage yard and a private residence.

Miscellaneous Discussion, continued:

Code Violations, continued.

Ms. Connors said because salvage yards are licensed, they are to be in compliance every year before a license is renewed.

Mr. Brenda Hall, City Clerk, said the code violations in Chapter 10 are remediated through a different process. The property owners are notified and have so many days to comply or the property is turned over to the person under contract to clean up the property. She said those who receive licenses under Chapter 13 are required to have an annual inspection before their license is renewed. She said that does not mean the City cannot address issues brought to their attention during the year. She said if compliance is not reached, a license review board can be scheduled to allow the review board to take appropriate action to bring the business in to compliance including revocation of the license.

Councilmember Ezzell said he understood Mr. Stevens' concerns about this issue which did seem very coincidental. He asked if Code Compliance complaints were public record.

Mr. Jeff Bryant, City Attorney, said it would be public record is charges were filed; however, the investigative process was not.

Councilmember Ezzell asked if Mr. Stevens has the right to serve an Open Records Act request and see the actual complaint that was made against him to verify its authenticity.

Mr. Bryant said he would double check this but he believed a complaint could be received on an anonymous basis. He said the Code Compliance Officer would go out and confirm if there was a violation and that would be the basis of the complaint.

Mayor Rosenthal said the Code Compliance system depends on some confidentiality of the complaining party to avoid retaliation. She asked Ms. Connors if the complaint had been made by anyone at the City and Ms. Connors said no.

Councilmember Atkins said because of incidents like this, proactive Code Enforcement should be revisited.

Councilmember Cubberley asked who goes out and does the inspection for license renewal. Ms. Hall said the requests are initiated through the City Clerk's Office, but the inspections are made by Code Compliance Officers, and they provide their inspection report to the City Clerk for licensing purposes.

Councilmember Cubberley asked if Code Compliance looked for violations such as no fencing. Ms. Hall said fencing requirements were checked as well as stacking of cars and these requirements were in Chapter 13.

Councilmember Dillingham asked if there was a record of how many review boards had been scheduled for salvage yards. Ms. Hall said there had been possibly one or two during the time she had been working at the City of Norman.

Ms. Jeanette Coker, 620 East Main Street, said she would willingly share Proactive Code Enforcement with other areas of the City.

Councilmember Dillingham said it was unfair that only certain areas of town have Proactive Code Enforcement in place and although this has been because of budget constraints, the Finance and Oversight Committee have been working on ways to expand Proactive Code Enforcement. She said citizens deserve to be treated the same.

*

Norman Economic Development Coalition (NEDC) Reports. Mr. Jim Stanley, 3922 Pine Tree Circle, said he had been at Norman Public Library a few days ago to check the NEDC reports. He said he could find no information about NEDC and asked if those records had been removed. Ms. Brenda Hall, City Clerk, said NEDC had in the past provided these reports to the library as a matter of public record. She said she was not aware that the records had been removed or that the library had moved them and would be happy to check and report back to him. She said NEDC provides financial reports to the City Clerk's Office as well as the annual audit.

*

Miscellaneous Discussion, continued:

Stormwater Public Meeting. Councilmember Kovach said there was an excellent turnout for the Stormwater Public Meeting on Monday, March 21, 2011, although he was unable to attend. He said he hoped citizens and Council can come together to address the flooding and water quality issues because these are serious concerns in the community and it always works best when we all have the opportunity to come together and support something that is going to greatly affect the future of Norman.

Councilmember Dillingham said although Council and citizens have worked on this for five years and now the policy statement is being crafted and at this time. She said one important piece of this statement will include our Stormwater Master Plan in its execution and the water quality protection zones for Lake Thunderbird. She said this plan will also include how we use and manage the rest of the creeks, the watershed areas, and our own yards. She said the use of fertilizers had been discussed at the public meeting and there are many other issues. She said a fair and equitable stormwater fee structure and remediation for property within Imhoff, Dave Blue, and Bishop Creek and Lake McGee still needed to be decided. She said it would be expensive but we all drive on the streets of Norman and need the drinking water. She urged citizens to stay engaged and informed them information is available on the website and she would be happy to share what she has with anyone who is interested.

*

Household Hazardous Waste. Councilmember Cubberley announced the annual Household Waste Collection Event would be held Saturday, April 9, 2011, in the parking lot at the Lloyd Noble Center from 8:00 a.m. to 2:00 p.m. and urged Councilmembers and residents of Norman to participate in this free event. He said recyclable items such as old paint, oil, and dead computers could be disposed of. He said this has been a very successful program and he anticipated a large turnout.

*

Shop Norman. Councilmember Quinn urged citizens to "Shop Norman".

*

Water Quality Update on Twitter. Mr. Steve Lewis, City Manager, announced that for those who wanted to keep up with issues with Chromium 6, a Twitter presence has been established and updates can be found at twitter@normanwater.

*

Police Chief Recruitment. Mr. Steve Lewis, City Manager, said there had been a very nice article recently on the retirement of Phil Cotten, Police Chief. He said the City is going through a national recruitment process and to date a tentative planning deadline to review resumes has been established for March 28, 2011. He said it was a very important issue because the next police chief will not only have the responsibility of managing the Police Department but also have a key responsibility in managing interaction with the community. He said he was putting together a community advisory panel that will assist in that selection process and to provide input in what will be an ideal candidate and to develop a profile. He is contacting representatives from local businesses, education, criminal justice, law enforcement, neighborhoods, labor, health care, and members of the Public Safety Oversight Committee and citizens, as well as Council.

*

Budget Update. Mr. Steve Lewis, City Manager, provided a revenue/expenditure summary to date. He said the City is two-thirds into the FYE 2011 Budget Year and this update includes Christmas collections. He said the amount budgeted was $22,437,883 and actual collections are in the amount of $23,392.081. He said this was compared to FYE 2009 amount of $23,456,007 which is very close. He said General Fund Revenue was budgeted at $43,245,769 and we are ahead of that with $43,737,657 with a comparison of FYE 2009 of $44,985,326. He said expenses were budgeted at $45,598,746 and actual spent was $43,719,103. He said he felt the City was doing a good job of holding back expenses and the curve is bending in the City's favor in sales tax revenue. He said the proposed FYE 2012 Budget would be delivered to Council during the middle of April and Staff is trying to anticipate some of the unknowns next year such as fuel costs.

* * * * *

ADJOURNMENT

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

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

The Mayor declared the motion carried and the meeting was adjourned at 9:07 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

March 29, 2011

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met at 5:36 p.m. at the City of Norman Water Treatment Plant located at 3000 East Robinson Street for a tour of the facilities on the 29th day of March, 2011, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

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

TOUR OF THE WATER TREATMENT FACILITIES.

On March 7, 2006, Norman voters approved a water rate increase which was in part to fund a water treatment plant renovation and expansion. The Norman Utilities Authority, in its meeting of August 25, 2009, approved Contract No. K-0910-29 with Wynn Construction Company, Inc., for the Water Treatment Plant Upgrade Project, Phase I. The project began August 25, 2009, and included rehabilitating the existing plant; replacing aged, obsolete equipment with new state of the art water treatment equipment; and increasing total production capacity from 14 million gallon per day (MGD) to a maximum of 17 MGD. Water Treatment Division Staff provided an on-site tour of the improvements to Council and visitors. The total project cost was $12,361,988.96.

Items submitted for the record

1. Water Treatment Plant Rehabilitation/Expansion, Phase I, cost sheet

The meeting adjourned at 6:55 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 7

Text File Number: O-1011-46

Introduced: 2/8/2011 by Doug Koscinski, Current Planning Manager

Current Status: Consent Item

Version: 1

Matter Type: Zoning Ordinance

Title

CONSIDERATION OF ORDINANCE NO. O-1011-46 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 THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF EAST ROCK CREEK ROAD APPROXIMATELY ONE-HALF MILE EAST OF 36TH AVENUE N.E.)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-46 upon First Reading by title.

ACTION TAKEN: _____

Body

BACKGROUND: The applicant has submitted a request to rezone a seventy-acre tract to Planned Unit Development which lies where the 2025 Land Use Plan transitions from Suburban Residential to Country Residential. The existing zoning of the whole tract is A-2, Rural Agricultural District. The proposed PUD will cluster fourteen lots around a substantial open space within a gated residential community.

DISCUSSION: Both the 2020 and 2025 Plan encouraged rural clustered development as a more efficient way to develop property by minimizing public improvements while maximizing the retention of open or agricultural areas. In this case, the portion of this tract within the Suburban area is over thirteen acres, and could achieve a density of almost seven dwelling units, without any special bonus provisions. The majority of the tract lies within the Country Residential area, where clustering allows a bonus of one dwelling unit per eight acres (A-2 requires ten acres for each dwelling), yielding an additional seven lots. The applicant has merged the density of the two areas into one subdivision containing fourteen lots, while retaining forty-two acres of the tract as an undeveloped common area (60% of the tract). The individual development lots will range in size from one acre up to 3.69 acres, with an average size of two acres. The PUD narrative indicates that standard RE, Residential Estates, zoning restrictions will control the homes on each lot. A single gated entrance off Rock Creek Road is flanked by open areas which include a major pond that will be preserved. All of the lots either directly abut or have views of various open space

areas, which include a wooded area and a substantial meadow. In order to gain approval as a clustered development in the Country Residential area, substantial open space is required. In this case, approximately sixty percent of the tract will be retained as private open space that is commonly owned or restricted by deed. Standard residential amenities will be permitted in the common areas, such as a gazebo, picnic areas, and trails.

RECOMMENDATION: At the Planning Commission meeting of March 10, 2011 the owners of an adjacent lot filed a formal protest, citing a desire for the developer to install a six-foot opaque fence along the eastern boundary of the tract. Their protest represented 7.7 percent of the notice area. The developer's agent did not agree to that request since the area will be the common open area and is currently fenced with barbed wire fence, which should be adequate to separate animals and people. The requirements for fencing are in Section 9.2 of the PUD design regulations and the Planning Commission did not amend those regulations. By a vote of 8-1, the Planning Commission supported this PUD request. Staff recommends that this rezoning be granted.

O-1011-46

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 THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF EAST ROCK CREEK ROAD APPROXIMATELY ONE-HALF MILE EAST OF 36TH AVENUE N.E.)

§ 1. WHEREAS, Rock Creek Land, L.L.C., the owner of the hereinafter described property, has made application to have the same placed in the PUD, Planned Unit Development Distict, and to have the same removed from the A-2, Rural Agricultural District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

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

The West Half of the Southeast Quarter (W/2 SE/4) of Section 14, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, LESS AND EXCEPT the following described tract: The Southeast Quarter of the Southwest Quarter of the Southeast Quarter (SE/4 SW/4 SE/4)

Said tract contains 70 acres, more or less

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

a. The site shall be developed in accordance with the Site Plan (Exhibit A), approved March 10, 2011, and supporting documentation submitted by the applicant and approved by the Planning Commission.

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

ADOPTED this _____day of

_____, 2011.

_____
Mayor

NOT ADOPTED this _____day of

_____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

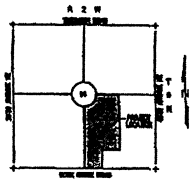
PROJECT OWNER AND DEVELOPER:

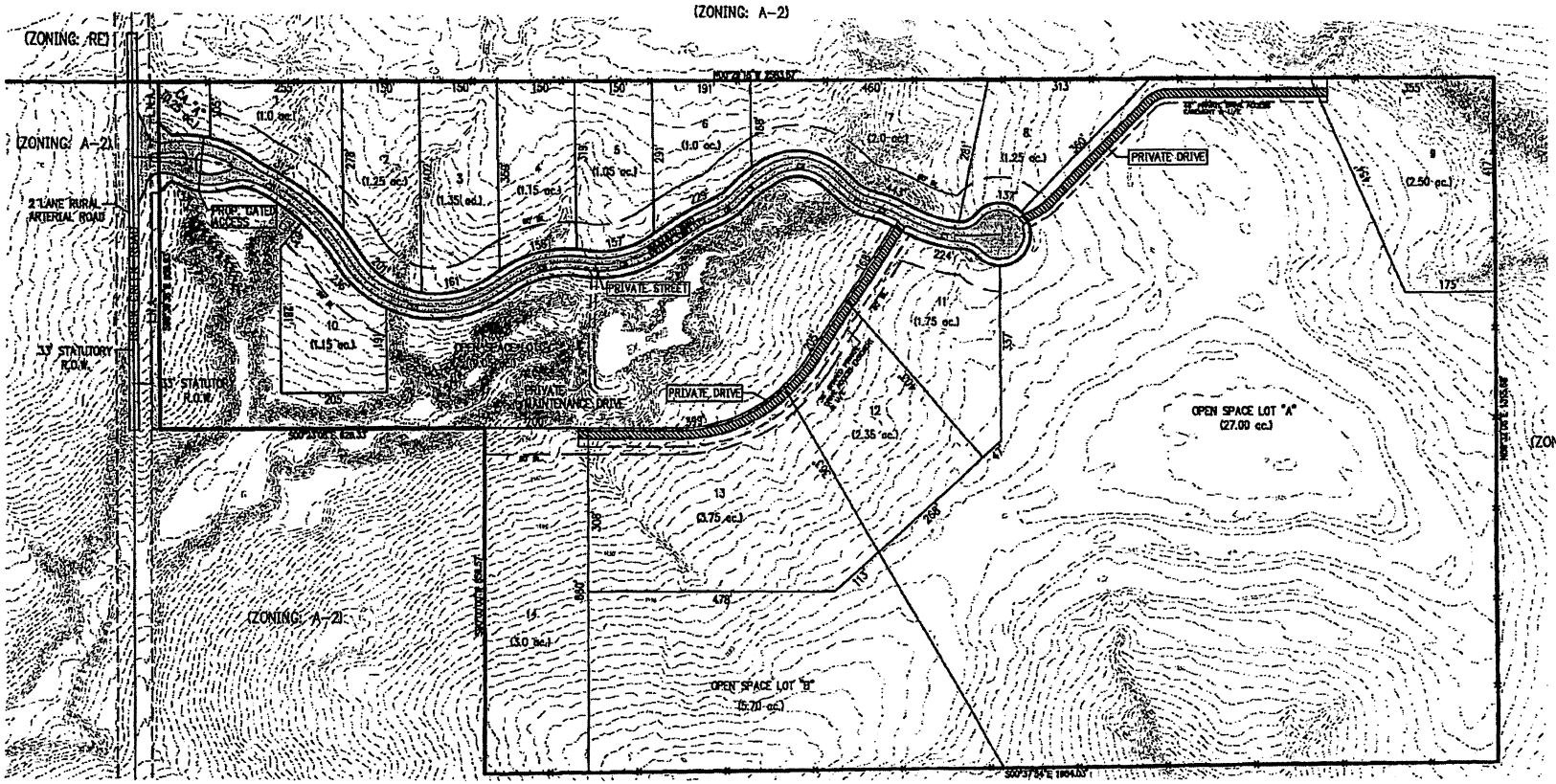
ROCK CREEK LAND, L.L.C.
102 WEST DUFAULA
NORMAN, OKLAHOMA
73069

PH: 405.329.1111
FX: 405.366.8630

EXHIBIT A
MASTER DEVELOPMENT PLAN OF
ROCK CREEK ESTATES

A PART OF THE SE/4 OF SEC. 14, T-9-N, R-2-W, I.M.,
NORMAN, CLEVELAND COUNTY, OKLAHOMA





LEGEND

X—X—X	PROP. 6ft BL. FENCE
	PRIVATE DRIVE
	PRIVATE STREET

LEGAL DESCRIPTION

The West Half of the Southeast Quarter (W/2, SE/4) of Section Fourteen (14), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Less and Except the following described tract: The Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE/4, SW/4, SE/4), Cleveland County, Oklahoma.

Containing 70 Acres, More or Less.

LOT COUNT:

SINGLE-FAMILY RESIDENTIAL	14 LOTS
SINGLE-FAMILY	70 ACRES ±
OVERALL DENSITY	0.20 du/ac

LEGEND

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
P/A/E	PEDESTRIAN ACCESS EASEMENT

COMMON AREAS:

C/A "A"	0.25 ACRES ±
TOTAL C/A (SITE)	0.25 ACRES ±

OPEN SPACE:

OPEN SPACE "A"	27.00 ACRES ±
OPEN SPACE "B"	5.70 ACRES ±
OPEN SPACE "C"	8.05 ACRES ±
TOTAL OPEN SPACE (SITE)	41.75 ACRES ±

	DELTA ANGLE	RADIUS	LENGTH	CHORD LENGTH	CHORD DIRECTION	TANGENT
C1	30°40'11" E	200.00	134.33	132.72	S 11°00'49" W	69.43
C2	17°43'16"	200.00	61.87	61.61	S 33°22'25" W	34.07
C3	28°46'42"	150.00	75.08	74.27	S 27°46'46" W	38.43
C4	76°08'45"	100.00	132.94	123.29	S 64°43'38" W	78.89
C5	14°47'13"	200.00	48.88	48.76	S 38°31'44" E	24.54
C6	38°39'28"	100.00	68.40	66.76	S 38°19'06" E	35.33
C7	13°33'13"	200.00	48.99	48.88	S 38°36'30" E	24.56
C8	39°57'16"	200.00	139.49	136.71	S 19°55'38" E	72.77
C9	40°28'42"	200.00	141.28	138.40	S 19°40'42" E	73.81
C10	60°08'17"	200.00	209.77	200.03	S 19°00'20" W	207.96
C11	89°07'53"	400.00	621.76	560.66	S 38°20'11" W	392.88

NORMAN COMPREHENSIVE PLAN 2025

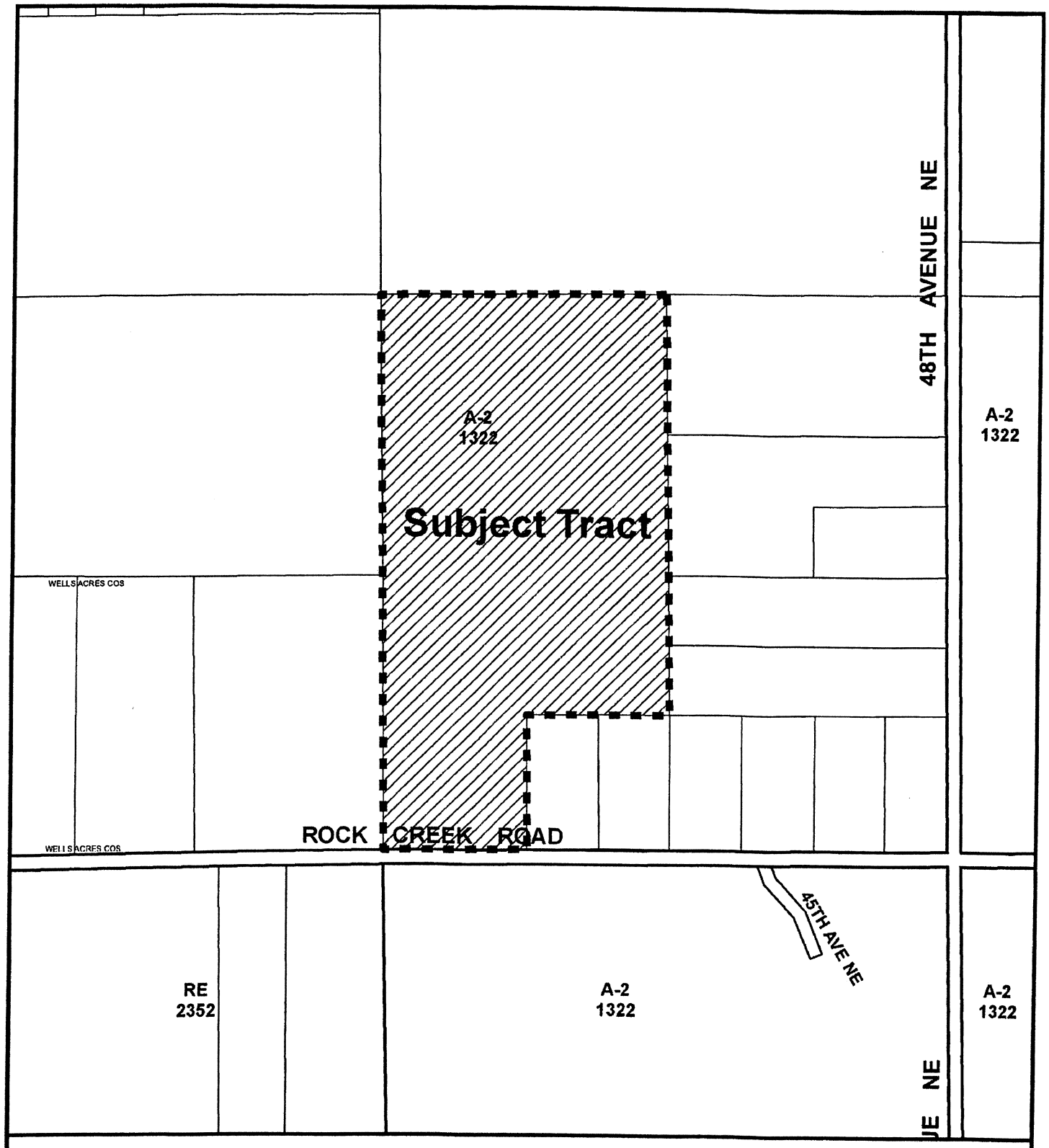
53.6 AC (80.0%) SHOWN AS COUNTRY RESIDENTIAL
13.4 AC (19.1%) SHOWN AS URBAN RESIDENTIAL

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
100 0 100

MASTER DEVELOPMENT PLAN FOR
ROCK CREEK ESTATES

Crafton Tull

SHEET NO.: 1 OF 1
DATE: 02/07/2011
PROJECT NO.: 116004-00



Location Map

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5436
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
S

Scale: 1" = 600'
November 3, 2009

Subject Tract
Zoning

ORDINANCE NO. O-1011-46 ITEM NO. 7a

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Rock Creek Land, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	A-2, Rural Agricultural
SURROUNDING ZONING	North: A-2 East: A-2 South: A-2 West: A-2
LOCATION	North side of Rock Creek Road approx. ½ mile east of 36th Avenue N.E.
SIZE	70 acres more or less
PURPOSE	Residential development
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Vacant East: SF dwellings on large acreages South: SF dwellings on large acreages West: Vacant

SYNOPSIS The applicant has submitted a Planned Unit Development request for a seventy-acre tract which lies where the 2025 Land Use Plan transitions from Suburban Residential to Country Residential. The existing zoning of the whole tract is A-2, Rural Agricultural. The proposed PUD will cluster fourteen lots around a substantial open space within a gated residential community.

ANALYSIS The following items are the key elements in the PUD proposal:

1. DENSITY. Both the 2020 and 2025 Plan encouraged rural clustered development as a more efficient way to develop property by minimizing public improvements while maximizing the retention of open or agricultural areas. In this case, the portion of this tract within the Suburban area is over thirteen acres, and could achieve a

density of almost seven dwelling units. The majority of the tract lies within the Country Residential area, where clustering allows a bonus of one dwelling per eight acres (A-2 requires one per ten acres), yielding an additional seven lots. The proposed subdivision contains fourteen lots, while retaining forty-two acres of the tract as an undeveloped common area (60% of the tract).

2. USE. Fourteen single-family dwellings are proposed as the principal use for the development. The individual development lots will range in size from one acre up to 3.69 acres, with an average size of two acres. The PUD narrative indicates that standard RE, Residential Estates, zoning restrictions will control the homes on each lot.

3. OPEN SPACE. In order to gain approval as a clustered development, substantial open space is required. In this case, approximately sixty percent of the tract will be retained as private open space that is commonly owned or restricted by deed. Standard residential amenities will be permitted in the common owned or restricted by deed. Standard residential amenities will be permitted in the common areas, such as a gazebo, picnic areas, and trails.

4. DESIGN. A single gated entrance off Rock Creek Road is flanked by open areas which include a major pond that will be preserved. All of the lots either directly abut or have views of various open space areas, which include a wooded area and a substantial meadow.

5. PHASES. The subdivision will be platted in one phase.

ALTERNATIVES/ISSUES

1 **IMPACTS**. Most nearby tracts are either agricultural use or existing homes on large acreages. Actual home sites are 250-500 feet away from common property boundaries. Most of the proposed dwellings within this subdivision are clustered near Rock Creek Road or adjacent to the west boundary line, and should have limited impact on homes to the east of this addition.

2. **ACCESS**. The Traffic Engineer has concurred with the chosen location for the intersection with Rock Creek Road.

OTHER AGENCY COMMENTS

1. **PARK BOARD**. Public parkland dedication is not required for residential subdivisions which do not exceed one unit per acre. THE PUD averages one lot per five acres of gross development (70÷14=5 ac). Private open space is included within the plat that far exceeds any public park requirement.

2. **PUBLIC WORKS**. The internal road is a private road that serves all of the lots. The Rock Creek Road entrance is gated using the adopted city standard.

3. **GREENBELT COMMISSION**. The Commission expressed support for internal pathways connecting the private open space elements.

STAFF RECOMMENDATION The applicant has proposed a subdivision that creatively responds to the terrain and land features of this tract. It complies with the densities established by two different land use categories expressed in the 2025 Plan and uses the PUD approach to blend the development into one cohesive design, while preserving a substantial amount of the tract as an open area. Staff supports this request, and recommends approval of this Planned Unit Development.

PROJECT OWNER AND DEVELOPER:

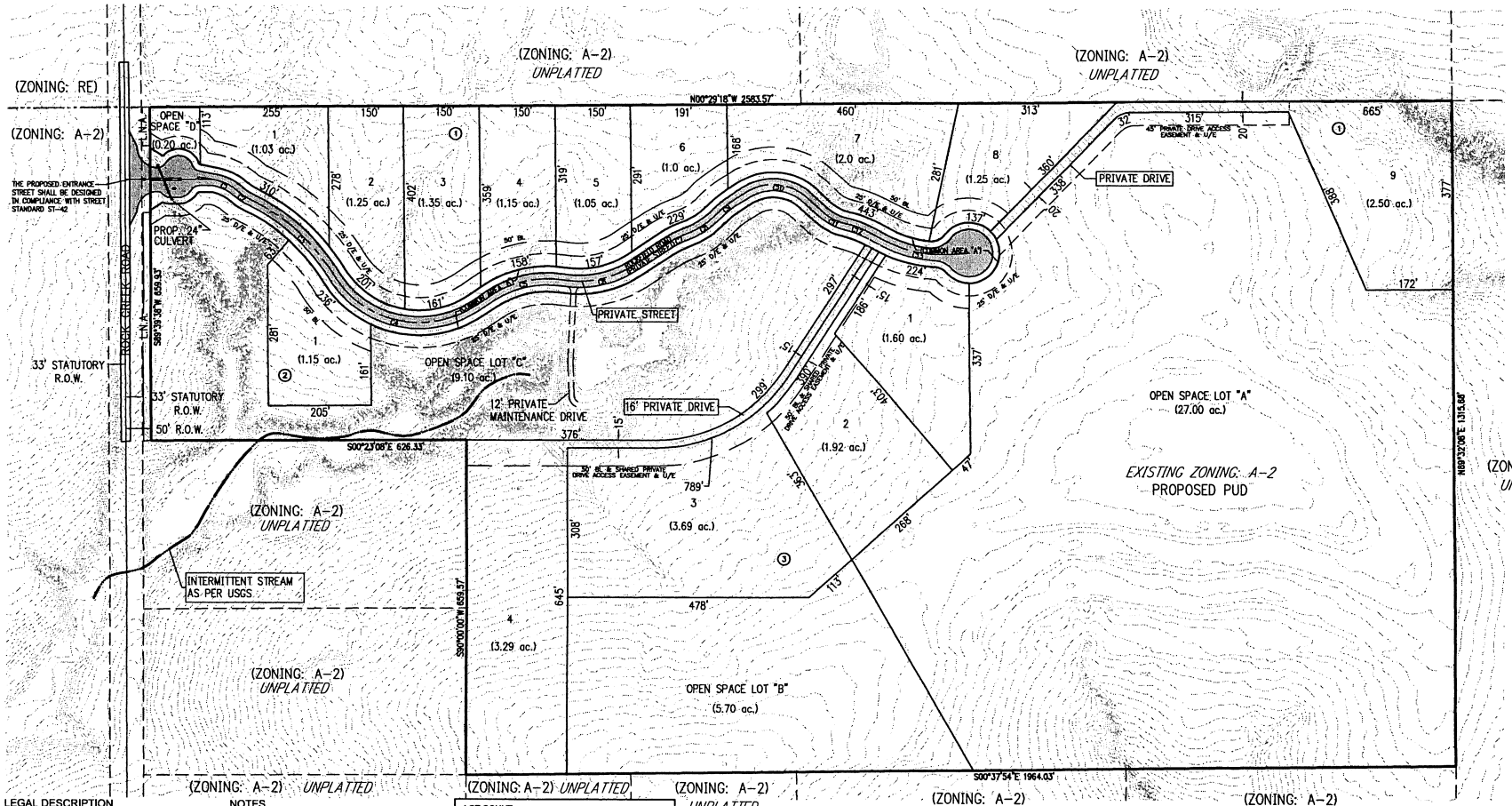
ROCK CREEK LAND, L.L.C.
102 WEST EUFAULA
NORMAN, OKLAHOMA
73069

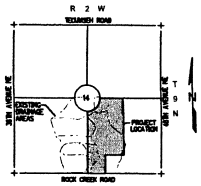
PH: 405.329.1111
FX: 405.366.8630

PRELIMINARY PLAT
OF

TANGLEWOODS ADDITION
A PLANNED UNIT DEVELOPMENT

A PART OF THE SE/4 OF SEC. 14, T-9-N, R-2-W, I.M.,
NORMAN, CLEVELAND COUNTY, OKLAHOMA





LOCATION MAP
SCALE: 1" = 2000'

LEGAL DESCRIPTION

The West Half of the Southeast Quarter (W/2, SE/4) of Section Fourteen (14), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Less and Except the following described tract: The Southeast Quarter of the Southwest Quarter of the Southeast Quarter (SE/4, SW/4, SE/4), Cleveland County, Oklahoma.

Containing 70 Acres, More or Less.

NOTES

1. A PROPERTY OWNERS ASSOCIATION IS REQUIRED.

2. MAINTENANCE OF THE COMMON AREAS, PRIVATE STREETS, ISLANDS/MEDIANS IN PUBLIC RIGHTS-OF-WAY AND ARTERIAL LANDSCAPING WITH ITS IRRIGATION SYSTEM OF ANY) IN THE TANGLEWOODS ADDITION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTIONS, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE EASEMENTS SHOWN.

3. THE INDIVIDUAL LOTS WILL BE SERVED BY PRIVATE WATER WELLS AND PRIVATE INDIVIDUAL SANITARY SEWER SYSTEMS.

LOT COUNT:

SINGLE-FAMILY RESIDENTIAL	14 LOTS
SINGLE-FAMILY	70 ACRES ±
OVERALL DENSITY	0.20 du/Ac

LEGEND

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT

OPEN SPACE:	
OPEN SPACE 'A'	27.00 ACRES ±
OPEN SPACE 'B'	5.70 ACRES ±
OPEN SPACE 'C'	9.05 ACRES ±
OPEN SPACE 'D'	0.25 ACRES ±
TOTAL OPEN SPACE (SITE)	42.00 ACRES ±

	DELTA ANGLE	RADIUS	LENGTH	CHORD LENGTH	CHORD DIRECTION	TANGENT
C1	32°11'34"	100.00	56.19	55.45	N 25°33'31" E	28.88
C2	15°56'47"	100.00	27.80	27.80	N 33°39'55" E	14.04
C3	32°19'11"	400.00	225.64	222.66	N 41°50'07" E	115.91
C4	92°02'17"	200.00	321.27	287.83	N 11°56'35" E	207.24
C5	40°33'42"	200.00	141.59	138.65	N 13°45'43" W	73.91
C6	39°47'16"	200.00	138.89	136.11	N 13°22'36" W	72.37
C7	13°15'13"	200.00	46.26	46.16	N 26°39'31" W	23.24
C8	26°30'25"	150.00	69.40	68.78	N 33°18'08" W	35.33
C9	13°15'13"	200.00	46.26	46.16	N 39°53'44" W	23.24
C10	76°06'45"	100.00	132.84	123.29	N 04°47'15" E	78.29
C11	29°46'43"	100.00	52.06	51.47	N 27°55'46" E	26.63
C12	13°43'21"	200.00	47.90	47.78	N 19°52'35" E	24.07
C13	30°47'12"	250.00	134.33	132.72	N 11°20'40" E	68.83

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
100 0 100

PRELIMINARY PLAT TO SERVE
TANGLEWOODS ADDITION, A PLANNED UNIT DEVELOPMENT

Crafton Tull
architecture | engineering | surveying
214 E. Main
Oklahoma City, Oklahoma 73104
405.787.6270 | 405.787.6276
www.craftontull.com
CWBE AA/DB JV/MBE/DBE
CA 1317 PLS CERTIFICATE NO. 0

SHEET NO.: 1 OF 1
DATE: 02/24/2011
PROJECT NO.: 116004-00

THE CITY OF NORMAN

PLANNED UNIT DEVELOPMENT

PUD- 0-1011-46

DESIGN STATEMENT

FOR

TANGLEWOODS ADDITION

PREPARED BY:
Crafton Tull
214 E. Main
Oklahoma City OK, 73104
405-787-6270 / 405-787-6276 (fax)

OWNER:
Rock Creek Land, L.L.C.
102 W. Eufaula
Norman OK, 73069
405-329-1111 / 405-366-8630 (fax)

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SECTION 1.0 INTRODUCTION

The Planned Unit Development (PUD) of Tanglewoods Addition is located within the SE /4 of Section 14, Township 9 N, Range 2 W, of the Indian Meridian, Cleveland County, Oklahoma. The subject property is generally located north of Rock Creek Road and 1/2 mile east of 36th Avenue NE.

Tanglewoods Addition is designed to be a rural, gated Single Family Residential subdivision consisting of 14 lots on a total of approximately 70 acres, yielding a density of 0.20 dwelling units per acre. The proposed development will utilize a Cluster type concept with the minimum lot size being 1 acre and 60% of the site will be reserved as Common Area and Open Space.

The primary concept of the development is to provide an upscale residential neighborhood that preserves the natural character of the site by reserving large open spaces. The development will offer secluded housing sites by preserving as many trees as possible and a unique housing design and architectural standard will be established by recorded covenants and restrictions.

SECTION 2.0 LEGAL DESCRIPTION

The West Half of the Southeast Quarter (W/2, SE/4) of Section Fourteen (14), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Less and Except the following described tract: The Southeast Quarter of the Southwest Quarter of the Southeast Quarter (SE/4, SW/4, SE/4), Cleveland County, Oklahoma.

SECTION 3.0 OWNER/DEVELOPER

The owner and developer of this property described in Section 2.0 is:
Rock Creek Land, L.L.C.
102 West Eufaula
Norman, Oklahoma 73069

SECTION 4.0 SITE AND SURROUNDING AREA

The subject property is presently vacant and zoned A-2 Rural Agricultural District. The current zoning for the surrounding properties are as follows:

North: A-2 Rural Agricultural District
East: A-2 Rural Agricultural District
South: A-2 Rural Agricultural District and RE-Residential Estate Dwelling District
West: A-2 Rural Agricultural District

SECTION 5.0 PHYSICAL CHARACTERISTICS

The subject site generally slopes from the north to the south, having an elevation of approximately 1165 ft. near the north boundary and 1112 ft near the south boundary. The property has predominately well drained loamy and sandy soils that formed in materials weathered from sandstone. The south two thirds of the site has dense tree cover with mature oak trees and also contains a freshwater pond, while the north one third of the site is a rolling meadow with native grasses.

SECTION 6.0 CONCEPT

The concept for this PUD is to develop a Rural Single Family Residential subdivision. It will be a private gated development that will utilize a Cluster concept with 60% of the total site being reserved as common area and open space. There will be a maximum of 14 secluded home sites on approximately 70 acres, yielding a density of 0.20 dwelling units per acre. The minimum lot size shall be 1.00 acre. Amenities such as a stone entryway, walking trails, fishing pond, and covered gathering area will be provided.

SECTION 7.0 SERVICE AVAILABILITY

7.1 STREETS

The site has frontage and takes access from Rock Creek Road located along the south boundary. Rock Creek Road is a two lane rural arterial street with 66 feet statutory right-of-way.

7.2 SANITARY SEWER

Public sanitary sewer facilities for this property are not available. Each lot within the development will utilize a private on-site individual sewage treatment system.

7.3 WATER

Public water facilities for this property are not available. Each lot within the development will utilize a private water well.

7.4 GAS SERVICE, ELECTRICAL SERVICE, AND TELEPHONE SERVICE

Proper coordination with the various utility companies will be made in conjunction with this development. Easements will be provided.

7.5 NORMAN COMPREHENSIVE LAND USE PLAN 2025

The Land Use Plan, as shown on Exhibit A, illustrates that approximately 56.6 acres (80.9%) of the site is located within the Country Residential Area and 13.4 acres (19.1%) of the site is located within the Suburban Residential Area. The Country Residential Area provides for a density of 1 unit per 10 acres; however as a bonus for clustering and reserving open space, the Plan permits a density of 1 unit per 8 acres. The Suburban Residential Area allows a density of 1 unit per 2 acres with a potential bonus density of 1 unit per 1.5 acres if open space is reserved and municipal water is supplied. A municipal water source is not available but open space will be reserved; therefore a partial bonus permitting a density of 1 unit per 1.90 acres is proposed for the Suburban Residential Area.

This Planned Unit Development is consistent and in compliance with the area standards established within the Comprehensive Land Use Plan.

8.0 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those, which are in effect at the time of development of this PUD, provided, however, that the density and or intensity of the PUD shall not be increased. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this PUD. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Norman's Zoning Code as such exists at the time of development of this PUD. In the event of conflict between provisions of this PUD and any of the provisions of the City of Norman Municipal Code, as amended (Code), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, such Special Use and Development Regulations of this PUD shall prevail and be controlling.

8.1 USE AND DEVELOPMENT REGULATIONS

The use and development regulations of the RE-Residential Estate Dwelling District shall govern this PUD, except as herein modified.

9.0 SPECIAL CONDITIONS

The following special conditions shall be made a part of this PUD:

9.1 ARCHITECTURAL REGULATIONS

Exterior building wall finish on all main structures shall consist of a minimum 50% brick, masonry, drivet, rock, stone, slate (or Faux slate) or stucco veneer. A maximum of 25% EIFS and a maximum of 25% painted lap wood siding shall be permitted. Exposed metal walls or exposed concrete block on main structures shall not be permitted.

Metal standing seam roofs may be permitted.

9.2 FENCING REGULATIONS

A fence shall be either maintained or constructed along the east, west, and north boundaries of this PUD. The fence type shall be consistent with the rural, open reserve type of development with consideration given to the natural movement patterns of wildlife. Barb wire fences shall be permitted. Maintenance of the fences shall be the responsibility of the adjacent property owner. All fences adjacent to open space lots shall be the responsibility of the Property Owners Association.

9.3 ACCESS AND STREET REGULATIONS

There shall be one access point from Rock Creek Road in this PUD.

Individual lots shall not be permitted to take access from arterial/section line roads and "Limits of No Access" shall be established along lots abutting an arterial/section line road.

This development will be gated, with private streets and drives. The use of controlled access gates at the street entrance from Rock Creek Road is permitted.

Private streets as shown on the Preliminary Site Development Plan, Exhibit B shall have a minimum right-of-way width or private access easement of 50 feet. A minimum paving width of 20 feet is required for all private streets. A Property Owners Association through the use of recorded Covenants and Restrictions shall govern rights and maintenance of the private streets.

Lots within this PUD will not be required to have frontage on an approved street. Access to individual lots within the PUD may be permitted to be from a private drive. The private drive shall be placed within a common area or access easement designated for access purposes. A Property Owners Association through the use of recorded Covenants and Restrictions shall govern the rights and maintenance of the private drives. The private drives are distinguished from private streets on the attached Preliminary Site Development Plan, Exhibit B.

9.4 LOT WIDTH REGULATIONS

There shall be a minimum lot width of 120 feet at the building line for each lot that takes access from a private street as designated by the Preliminary Site Development Plan and such lot shall abut the street for a distance of not less than 50 feet. Any lot taking access from a private drive as designated by the Preliminary Site Development Plan shall have a minimum lot width of 120 feet and shall abut the private drive for a distance of not less than 30 feet.

9.5 LOT AREA REGULATIONS

Each private lot shall contain not less than one (1) acre of lot area.

9.6 SETBACK REGULATIONS

All lots that take access from a private street as designated by the Preliminary Site Development Plan shall have a minimum front yard setback of 50 feet measured from the street right-of-way or access easement. All lots that take access from a private drive as designated by the Preliminary Site Development Plan shall have a minimum front yard setback of 50 feet measured from the front lot line.

All side yard and rear yard setbacks governing the RE-Residential Estate Dwelling District shall apply within this PUD.

Fireplaces, bay windows, entryways, patios, patio covers, and other similar appurtenances may encroach up to two feet into the side yard setback and up to five feet into the rear yard setback. However, said appurtenances shall not extend into any utility easements, right-of-ways, or across a property line.

9.7 OPEN SPACE

In order to preserve the rural character of the site, improve water quality and to protect its environmentally sensitive nature, a minimum of 60% of the entire site area shall be designated as common area and open space. The open spaces to the extent possible shall be preserved as natural as possible with care taken to preserve native prairie grasses and quality trees. No development activities shall occur within the areas designated as open space; however walking trails, gazebos, picnic tables, benches, and other non-intrusive recreational amenities shall be permitted within these areas, subject to the approval of the Property Owners Association.

A Property Owners Association through the use of recorded Covenants and Restrictions shall govern the rights and maintenance responsibilities of the designated common areas and open spaces.

9.8 PLATTING REGULATIONS

Platting of this PUD shall be required prior to development.

10.0 EXHIBITS

The following exhibits are hereby attached and incorporated into this PUD. These exhibits are:

EXHIBIT A: NORMAN LAND USE PLAN AREA DESIGNATIONS

EXHIBIT B: PRELIMINARY SITE DEVELOPMENT PLANS on a 24" x 36" document at a scale of 1-inch = 100 feet and 10 reduced to 8 ½" x 11" and attached to the Design Statement, showing the base zoning district(s), general location of proposed land uses, acreage, building lines, location/vicinity map, residential densities, location of streets within the PUD and adjacent arterial streets with right-of-way, location and approximate size of open space, greenbelts, and recreational areas, areas where access to streets will be limited and the location of driveways, where appropriate.

EXHIBIT C: TOPOGRAPHY MAPS, on 8 ½" x 11" to be included with the Design Statement.

EXHIBIT D: 11" X 17"COLOR RENDERINGS

EXHIBIT A

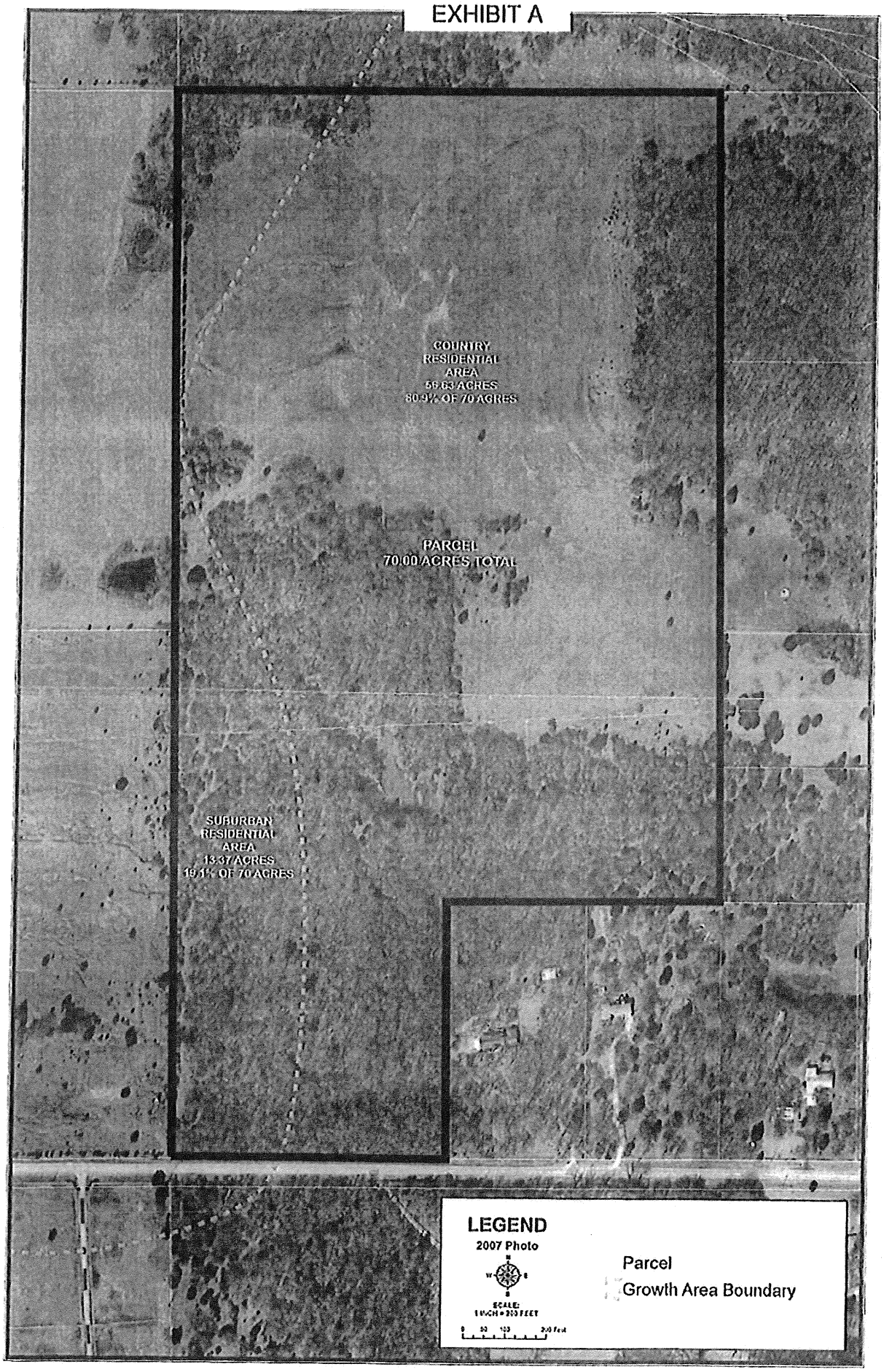

COUNTRY
RESIDENTIAL
AREA
56.63 ACRES
80.9% OF 70 ACRES
PARCEL
70.00 ACRES TOTAL
SUBURBAN
RESIDENTIAL
AREA
13.37 ACRES
19.1% OF 70 ACRES
LEGEND
2007 Photo
Parcel
Growth Area Boundary

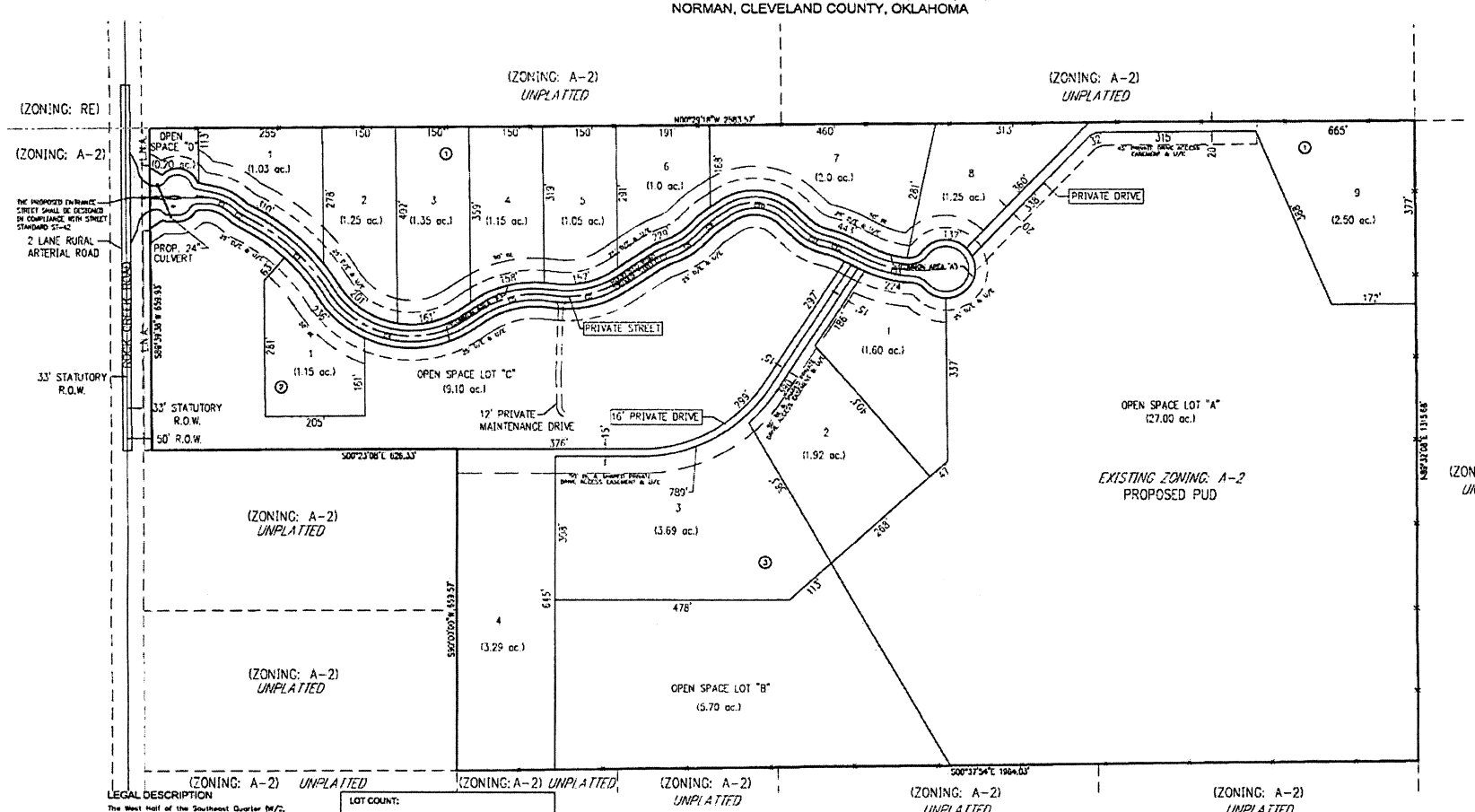
EXHIBIT B

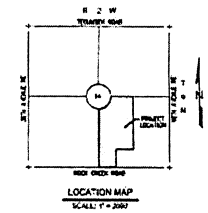
PROJECT OWNER AND DEVELOPER:

ROCK CREEK LAND, L.L.C.
102 WEST DUFAULA
NORMAN, OKLAHOMA
73069

PH: 405.329.1111
FX: 405.366.8630

PRELIMINARY SITE DEVELOPMENT PLAN
OF
TANGLEWOODS ADDITION
A PLANNED UNIT DEVELOPMENT
A PART OF THE SE/4 OF SEC. 14, T-9-N, R-2-W, I.M.,
NORMAN, CLEVELAND COUNTY, OKLAHOMA





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Containing 70 Acres, More or Less.

LOT COUNT:

SINGLE-FAMILY RESIDENTIAL	14 LOTS
SINGLE-FAMILY	70 ACRES ±
OVERALL DENSITY	0.20 du/Ac

LEGEND

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT

NORMAN COMPREHENSIVE PLAN 2025

55.6 AC (80.9%) SHOWN AS COUNTRY RESIDENTIAL
13.4 AC (19.1%) SHOWN AS URBAN RESIDENTIAL

OPEN SPACE:

OPEN SPACE "A"	27.00 ACRES ±
OPEN SPACE "B"	5.70 ACRES ±
OPEN SPACE "C"	9.10 ACRES ±
OPEN SPACE "D"	0.20 ACRES ±
TOTAL OPEN SPACE (SITE)	42.00 ACRES ±

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SCALE: 1" = 100'

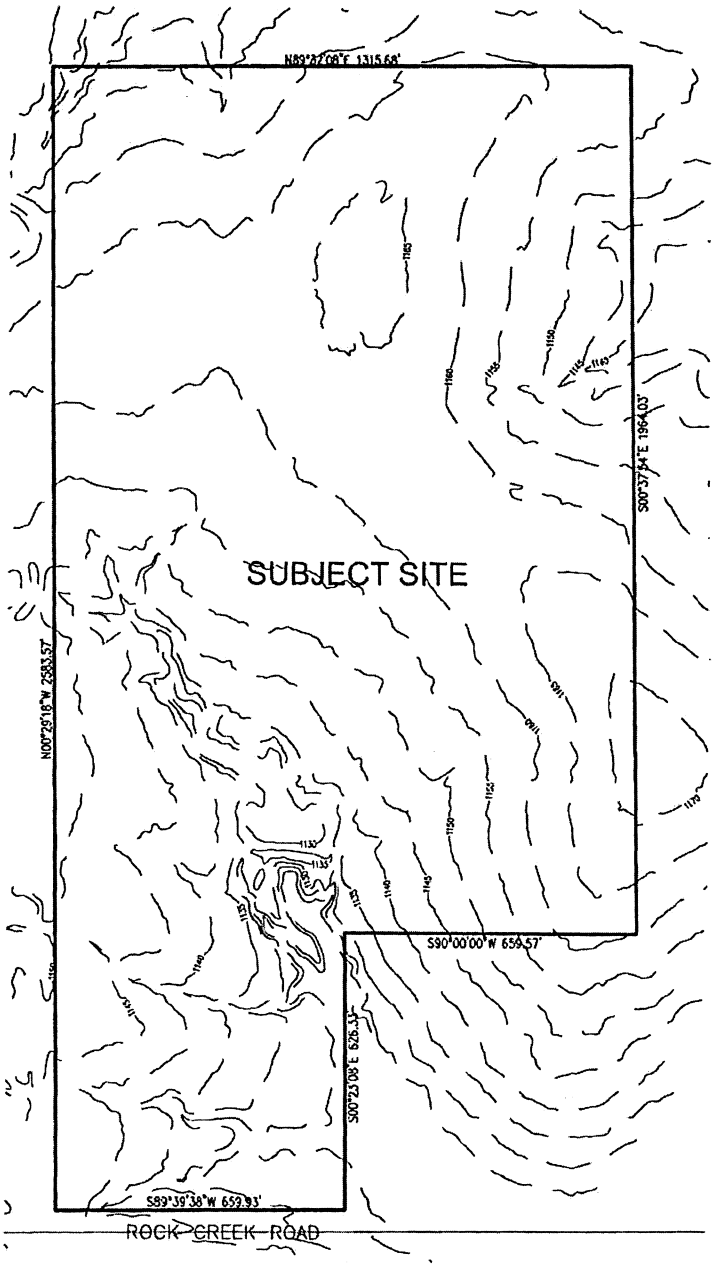
GRAPHIC SCALE IN FEET

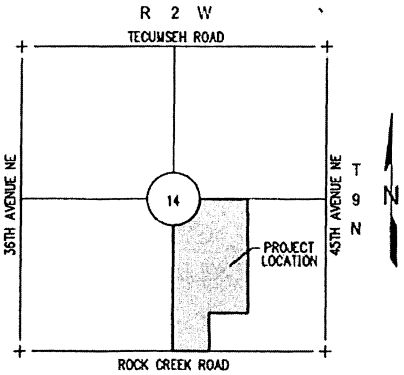
PRELIMINARY SITE DEVELOPMENT PLAN FOR
TANGLEWOODS ADDITION, A PLANNED UNIT DEVELOPMENT

Crafton Tull

SHEET NO. 1 OF 1
DATE 02/24/2011
PROJECT NO. 116004-00

EXHIBIT "C"
TOPOGRAPHIC MAP





LOCATION MAP
SCALE: 1" = 3000'

GRAPHIC SCALE IN FEET
400' 0 400'

TOPOGRAPHIC MAP OF TANGLEWOODS ADDITION

214 E. Main
Oklahoma City, Oklahoma 73104

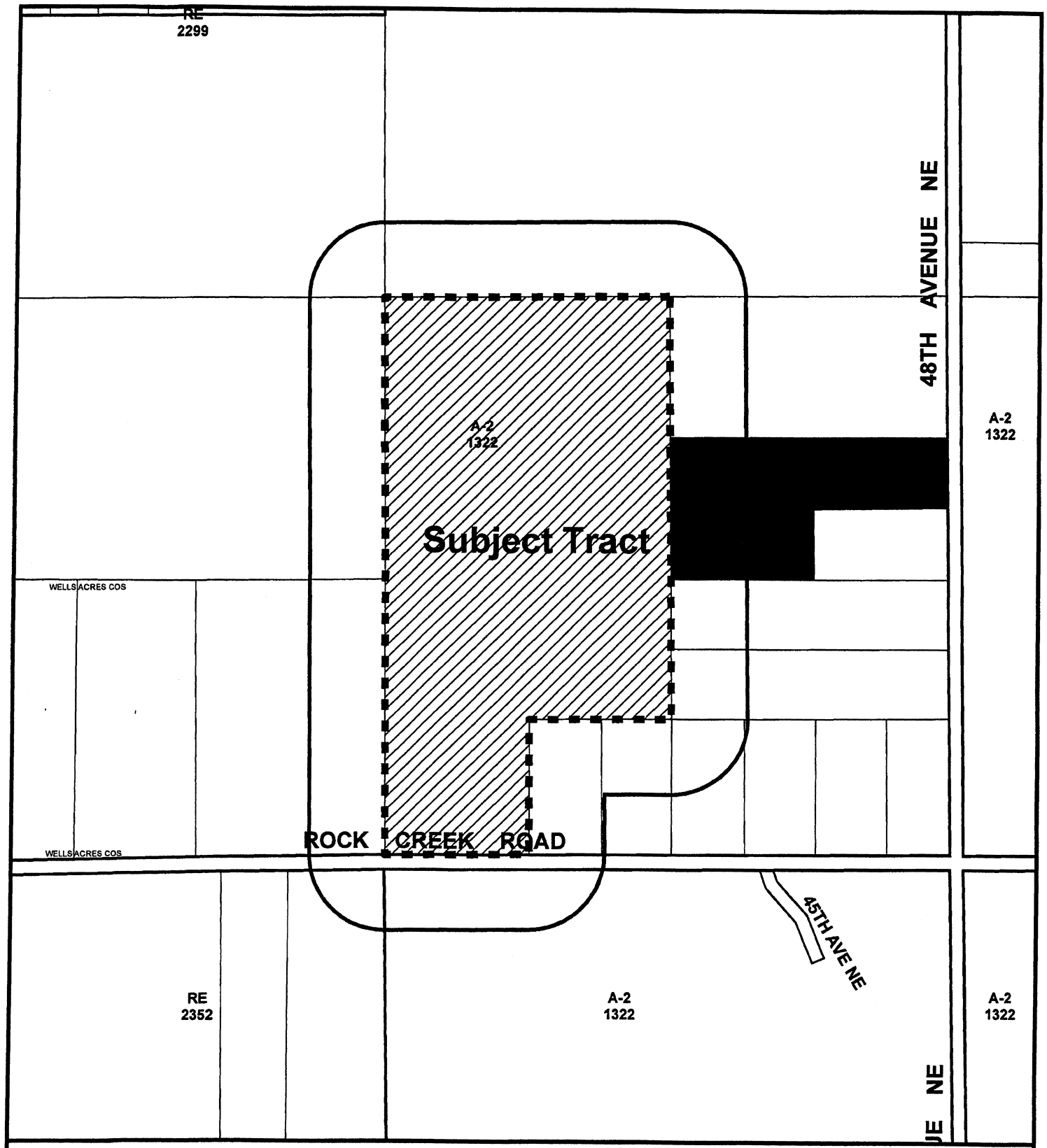
Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
CA 973 (PE/LS) EXPIRES 6/30/2012

SHEET NO.: 1 OF 1
DATE: 02/07/2011
PROJECT NO.: 116004-00

EXHIBIT D

PREDEVELOPMENT MAP
N
Crafton Tull
architecture | engineering
TOTAL SITE ACREAGE 70± AC
TOTAL OPEN SPACE 42± AC (60%)
LOCATION MAP
R 2 W
T 9 N
ROCK CREEK ROAD
OPEN SPACE LOT "A" (27.00 ac.)
OPEN SPACE LOT "B" (5.70 ac.)
OPEN SPACE LOT "C" (9.10 ac.)
PRIVATE DRIVE
PRIVATE DRIVE
1 (1.0 ac.)
2 (1.25 ac.)
3 (1.35 ac.)
4 (1.15 ac.)
5 (1.05 ac.)
6 (1.0 ac.)
7 (2.0 ac.)
8 (1.25 ac.)
9 (2.50 ac.)
1 (1.15 ac.)
1 (1.60 ac.)
3 (1.92 ac.)
3 (3.69 ac.)
4 (3.29 ac.)
OPEN SPACE (0.20 ac.)



Protest Map

7.7% Protest Within Notification Area

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

N
W E
S

Scale: 1" = 600'
March 9, 2011

Subject Tract
Protest
Notification Area

2800 48th Avenue Northeast
Norman, OK 73026

February 23, 2011

Planning Community Development Department
City of Norman, Oklahoma
Building A, 201 West Gray
Norman, OK 73070

Sent via FAX Mail
405-366-5445
(Sent From Seoul, Korea)

Attention: Renee

Dear Sir or Madam:

On behalf of my spouse (Charlotte J. Crawford) and I, we write in opposition to the proposed rezoning of the ~70 acres of undeveloped land that is directly west of our home and our 15 acres located at 2800 48th Avenue Northeast — a property we have owned for more than 25 years.

As we understood, the proposed development was to have been subdivided into a limited number of relatively large sub-plots for future homes along with ~50% of this land to be reserved as a green zone. In general, we had no basic problem with this original proposal.

However, we now hear that the developer plans to subdivide his land into many smaller plots (less than one acre in size). While the City of Norman requires ~50% of the land for a green zone, that zone will be adjacent to our north-south property line. We oppose this rezoning request for the following reasons:

1. We have horses, which we allow to graze on the far west side of our property. As with all horses, they are easily spooked and must be fed an appropriate diet.
2. With many more new homes now being planned in the proposed development, we know that workers and children will come onto our property in order to 'pet' our horses, and thereby, put themselves in harms way leading to future lawsuits.
3. With the green zone aligned with our north-south property line, our horses may become an 'attractive nuisance' and 'draw' people we do not know to cross over to our land.
4. With many more new homes now being planned, we also know that construction workers likely with take work breaks and come on to our property to potentially relieve themselves.
5. As a result, we know that unwanted trash will be left behind, which in turn, will create a maintenance problem for my wife and I plus create a health hazard for our horses.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 2-24-11

6. Because we are both well into our 60s, neither of us are prepared to police our west property line to maintain our own security and that of our animals.

One option to the problem we will face is for the City of Norman to deny the developer's rezoning request.

Yet, we understand that the developer has certain rights. Therefore, we request the following compromise => The developer shall be required to install a 6-foot tall privacy fence at his expense *before* any construction or development begins. The proposed fence shall extend north-to-south along the entire west perimeter of our property. We believe this solution is fair, because it will go a long way toward mitigating the problems we outlined above.

Thank you for your consideration of our request.

Sincerely,

Ken Crawford

Kenneth C. Crawford

KCC for CJC

Charlotte J. Crawford

Item No. 7, being:
CONSIDERATION OF A REQUEST SUBMITTED BY ROCK CREEK LAND, L.L.C., FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF ROCK CREEK ROAD APPROXIMATELY ½ MILE EAST OF 36TH AVENUE N.E.

7a. ORDINANCE NO. O-1011-46
ROCK CREEK LAND, L.L.C., REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF ROCK CREEK APPROXIMATELY ½ MILE EAST OF 36TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Preliminary Plat
4. Design Statement

7b. PP-1011-13
CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ROCK CREEK LAND, L.L.C. (CRAFTON TULL) FOR TANGLEWOODS ADDITION, A PLANNED UNIT DEVELOPMENT, GENERALLY LOCATED ON THE NORTH SIDE OF ROCK CREEK ROAD APPROXIMATELY ½ MILE EAST OF 36TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Development Plan
6. Pre-Development Summary – January 27, 2011
7. Pre-Development Summary – November 19, 2009
8. Greenbelt Commission Comments
9. Greenbelt Enhancement Statement

PRESENTATION BY STAFF:
1. Mr. Koscinski reported that the current zoning of the property is A-2. It is in a part of town where the normal density would be one dwelling unit per 10 acres. Based on the 2025 Plan it is an area that is eligible for a portion of the property to be rezoned for RE lots; about 7 lots could be achieved in that area. The 2025 Plan encourages rural clustering, for the efficiency of design, and as a way of preserving open space. The clustering on the western part would allow another 7 lots. The applicant has designed a 14-lot subdivision that works very well with the topography. The applicant is creating a gated community. There will be single-family homes only. They have retained the pond and made it a feature of the subdivision. The traffic engineer has reviewed the location of the intersection and approved it. Staff supports the request for PUD zoning and the preliminary plat. There was a protest filed by one of the abutting property owners to the east, expressing concerns about trespass issues and he is interested in having a fence installed.

2. Mr. Knotts asked about the sewer service for this area. Mr. Koscinski explained that the lots will be served by individual well and septic systems. There will be site constraints on the smaller lots and they will have to engineer them to fit. They will also have to get county approval for the systems. The plat generally complies with the

cluster concept that the 2025 Plan calls for. All the lots are at least 1 acre in size. The plat also reserves four large open space areas where there will be no further development, other than open space uses such as a gazebo.

3. Mr. McCarty asked for a summary of cluster development in RE zoning. Mr. Koscinski explained that standard RE zoning requires 2-acre lots. With a cluster concept in RE, you can take the back acre of the lots and combine them with surrounding lots to come up with common open space. That concept was used for Cobblestone Creek, south of Highway 9, with 2-acre lots where a golf course encumbers essentially the back half of the lots. In this case, the applicant designed a PUD to deal with all those issues. The developer intends to retain Lot 3, Block 3, and retain individual ownership of the Open Space Lot B behind it.

(Ms. Hartley arrived during this part of the meeting.)

4. Mr. Lewis asked what kind of fence is going to be erected. Mr. Koscinski responded that what the PUD narrative says is what will control, because it will be adopted by ordinance.

5. Mr. Lewis asked whether the trails referenced in the Greenbelt Enhancement Statement are actually planned into the development. Mr. Koscinski indicated that question can be addressed by the applicant's engineer.

6. Mr. Lewis commented that this is proposed to be a gated community. The 2025 Plan says that suburban density will be no more than one unit per two acres, and says the development will generally require individual water wells and sewage treatment facilities, however City water should be provided for any development in this area where high quality water cannot be assured. If we approve this, and there is no high-quality water, then we've obligated the City to running water lines to this area. In addition, it says to be granted this increased density cluster development requires installation of a community water system to current City standards, including the provision of fire protection. Homes in this development are a minimum of 2,800 square feet, so they are in excess of $280,000. He asked how fire trucks and police will gain access to the gated community. Mr. Koscinski indicated the same circumstance exists in Grandview Estates North on the west side of town. The City requirement is that there be a siren operated system (SOS) for emergency access through the gates. The Fire Department would respond to this area the same as they would to any other rural areas of Norman that do not have water; they will bring a water truck and/or find water sources and do what they can to put out a fire. Mr. Lewis commented that it is a great concern to him that there is a potential fire hazard in this development where the City can't fight a fire because of the lack of water that is present.

PRESENTATION BY THE APPLICANT:

1. Kendall Dillon, Crafton Tull, representing the applicant – We're trying to utilize what your plan encourages with a cluster development, especially focused on the rural type of development. Some of the benefits, and one of the reasons the Plan encourages that, is it gives more flexibility in trying to protect surrounding properties, and it is an efficient way to develop property in the sense that it allows you to reduce the amount of infrastructure, which allows you to reduce maintenance costs, and it

allows you to provide more open space and common areas and more preservation areas to accomplish water quality, livability, etc. We've looked at the overall topography of the site and the characteristics of the site and tried to design according to what we believe is a good plan for this site. Since we are permitted to do the cluster development where we can congregate the houses a little closer, still with large lots of 1 acre minimum, we're offering large common areas. To the north is a large common area that wraps around to a separate lot on the east. It is a large open meadow with some native grasses and a real pretty setting. We're preserving all that as an open space. Through the middle of the site you'll notice that we've got another large open space that is a very heavily wooded area. It also contains a drainage way and a large gully. But putting it in open space and leaving all the riparian zones we feel that is a benefit and mitigation in terms of water quality. We also have a pond that we're going to leave in place, not only as an amenity, but we're going to use that as detention for the site so that there will be no increase in runoff from our site. We're reserving 60% of the site as open space. We've clustered the lots predominantly toward the south end and toward the west side of the site. It puts most of the houses in the area that the 2025 Plan considers to be suburban area. That also puts most of the future houses on the site as far away as possible from any existing residents on adjacent properties. We have most of the lots clustered together in the heavily forested area, and we've done that for aesthetics of the subdivision and to offer secluded home sites and have houses that are nestled back within the trees. There will be a landscaped gated entry off Rock Creek Road. The street will wind through with secluded houses on the west and heavily wooded area on the east side. At the end of the street you will be looking out over the open meadow. We believe this is a creative plan and is in compliance and compatible with the 2025 Plan and that it is custom fit for this particular site and incorporates some of the native features of the site. It allows a low density while allowing use of the property. We have submitted a preliminary drainage study to staff and will provide detailed construction plans with the final plat. We have researched the storm water master plan. We are in the upper Rock Creek basin which doesn't have a lot of problems. The plan recommends leaving a buffer along some drainage ways, which are incorporated in the site. The PUD does state that they will make sure that there is a fence around the east, west, and north sides of the property; it also says they can be permitted to do a barbed wire fence, which is their intent. Given the rural nature of the property and the movement patterns of wildlife, they don't want to construct a stockade fence and feel a barbed wire fence serves the purpose for security.

2. Mr. Trachtenberg commented that one of the speakers at the APA Conference last fall discussed best practices in developing sites. He believes this development is an exemplary usage of the cluster concept and shows sensitivity and intelligence in working with the landscape. He asked, based on the existing drainage flows, whether the pond will have water in it year around. Mr. Dillon responded that it is a retention pond and holds water, and it will be an amenity for the neighborhood with fishing and maybe a park bench so residents can enjoy it. In addition, it will have additional capacity to provide for detention on the site.

3. Mr. Trachtenberg asked about fencing on the south side of the property. If it is a gated community, normally gates are part of fences. Mr. Dillon responded that the reason they did not plan a fence on the south is because the residents that expressed

the most concern were on the north and the east, and also because the site is very heavily wooded on the south. They have allowed the trees to serve as the protection on the south. Mr. Trachtenberg asked whether residents of this development will be restricted from cutting trees on their lots. Mr. Dillon indicated that may be addressed in the covenants. There is nothing expressly written into the PUD that prohibits that. The intent of the development is to preserve the property as much like it is today as can be done. They expect that the people who are going to buy and build in the development will have the same vision for the subdivision.

4. Mr. Lewis said he applauds the developer for the large amount of open space. He asked if there is a plan for the open space: what type of trails they're going to connect into the greenbelt system, etc. Mr. Dillon explained that they do not have a detailed plan for amenities. The trails they envision are a nature path. They envision some sort of gathering area, such as a picnic table with a covered area, some park benches around the pond and some trails, although not necessarily paved, that would serve as a walkway around some of the forested areas and the pond that maintain the natural feel.

5. Mr. Lewis asked whether the water on this site has been tested to ensure a quality water system in the development. Mr. Dillon indicated he is not aware of any specific water testing. There are numerous well sites that they have reviewed the log reports from the Oklahoma Water Resources Board. They know generally the amount and quality of the water that will be available and are comfortable with the data.

6. Mr. Lewis asked about fire and police protection when the gates are closed. Mr. Dillon explained that the gates will be equipped with the standard entry so that the gates will open for emergency vehicles. It is a Rural Estates development and those issues are concerns for everybody in those types of developments. Ms. Messner added that this will be a private road and the police do not regularly patrol private roads in Norman. Since it is not a public street, the police would not go out there until they were summoned.

7. Ms. Pailes asked about the placement of Lot 9. Mr. Dillon responded that they felt it would make a really nice lot based on the characteristics of the site and would accomplish their overall objective.

8. Mr. Trachtenberg asked whether the trails will only be for use by the residents, and not part of the public trail system. Mr. Dillon responded affirmatively.

9. Mr. Knotts asked whether cross-fencing will be allowed. Mr. Dillon said it is not addressed by the PUD. They would like to not necessarily exclude it at this point and address it within the covenants and restrictions.

10. Mr. Lewis asked about the added cost of developing the property with the private drives. Mr. Dillon said it will be covered in the covenants and restrictions. They have the ability to make a payback or pro rata share for the development of the private driveway serving the four lots. The costs of the driveways end up being marketing issues and the driveway is part of the building costs. He believes there is somebody already very interested in building on Lot 9.

11. Mr. McCarty asked whether they have talked to the family that submitted the protest letter. Mr. Dillon indicated that Mr. Marriott contacted them this afternoon about the letter. Mr. McCarty asked if the property is currently fenced. Mr. Dillon said they believe part of it is fenced, but not all of it. Mr. McCarty asked if the existing fence would be removed by the developer. Mr. Dillon responded that if the fence is on the neighbor's property, they would not touch it; if it is on Mr. Marriott's property, they would remove it and replace it.

PARTICIPATION BY THE AUDIENCE:

1. Ron Iglesias, a neighbor at the north end of the property and next to the Crawfords – There is a fence there now and the Crawfords wanted a privacy fence. He asked, if there is going to be a barbed wire fence, whether the developer will take down what is left of existing fences and build a clean, continuous fence. Mr. Dillon responded that their intent is to have a nice, well-constructed fence around the property. If a fence is outside their property, they have no right to do anything with it. They will work with adjacent property owners.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Zev Trachtenberg moved to recommend adoption of Ordinance No. O-1011-46, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for TANGLEWOODS ADDITION, A Planned Unit Development, to the City Council. Curtis McCarty seconded the motion.

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

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

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Ordinance No. O-1011-46, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for TANGLEWOODS ADDITION, A Planned Unit Development, to the City Council, passed by a vote of 8-1.

* * *

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 8

Text File Number: O-1011-47

Introduced: 2/8/2011 by Doug Koscinski, Current Planning Manager

Current Status: Consent Item

Version: 1

Matter Type: Zoning Ordinance

Title

CONSIDERATION OF ORDINANCE NO. O-1011-47 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 A TRACT OF LAND LYING WITHIN PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY, AND TO GRANT SPECIAL USE FOR A CHURCH; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTH OF INDIAN HILLS ROAD AND APPROXIMATELY 980 FEET EAST OF 48TH AVENUE N.W.)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-47 upon First Reading by Title.

ACTION TAKEN: _____

Body

BACKGROUND: This is a companion zoning change to the requested 2025 Land Use Plan change from Future Urban Service Area to Current Urban Service Area. Bridgeview United Methodist Church has requested rezoning from A-2, Rural Agricultural District, to R-1, Single Family Dwelling District, with Special Use for a new church campus.

DISCUSSION: The proposed development consists of approximately 30 acres, and the church facilities will be built over an extended period of time in multiple phases. The first phase will consist of an initial church building of 16,000 square feet, with an estimated seating capacity of 400 persons, and a single parking lot of approximately 115 parking spaces. As many as six future phases will incorporate expansions and additional buildings, as well as increased parking areas. Private recreational uses are proposed south and east of the major pipeline which bisects the lot and impacts the overall design. The topography in this entire area is relatively flat, and a coordinated approach to managing storm water is evidenced by a large drainage channel along the eastern edge of this site which will pick up flows from across Indian Hills Road, and convey them to a major detention facility south of this tract. The large broadcast facility next door will remain for the foreseeable future, but other nearby uses to the north, south and west of this parcel are expected to be residential. Churches proposed in an area of low intensity residential development, such as this area, are a compatible use, therefore, no adverse impacts on adjacent properties would be anticipated from this development.

RECOMMENDATION; At the March 10, 2011 meeting of the Planning Commission no protests were submitted and no one spoke in opposition to this request. The Planning Commission, by unanimous vote, recommended that this rezoning be approved. Staff recommends approval of this Special Use for a Church Campus.

O-1011-47

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE A TRACT OF LAND LYING WITHIN PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY, AND TO GRANT SPECIAL USE FOR A CHURCH; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTH OF INDIAN HILLS ROAD AND APPROXIMATELY 980 FEET EAST OF 48TH AVENUE N.W.)

§ 1. WHEREAS, Bridgeview United Methodist Church, the owner of the hereinafter described property, has made application to have the same placed in the R-1, Single Family Dwelling District, and to have the same removed from the A-2, Rural Agricultural District; and

§ 2. WHEREAS, Bridgeview United Methodist Church has made application for Special Use for a Church in the R-1, Single Family Dwelling District; and

§ 3. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning and special use; and

§ 4. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning and special use.

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

§ 5. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the R-1, Single Family Dwelling District, and to have the same removed from the A-2, Rural Agricultural District, and to grant Special Use for a Church, to wit:

Part of the East Half of the Northwest Quarter (E/2 NW/4) of Section 3, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the NE/C of the NW/4 of said Section 3;

Thence Westerly (South 89°58'03"West-Record), (South 89°43'17"West-Measured) along the North line of said NW/4 a distance of 980.00 feet;
Thence Southerly (South 00°04'40" East-Record) (South 00°30'54" East-Measured) and parallel to the East line of said NW/4 a distance of 980.00 feet;
Thence Easterly (North 89°58'30" East-Record) (North 89°43'17" East-Measured) and parallel to the North line of said NW/4 a distance of 980.00 feet;
Thence Northerly (North 00°04'40" West-Record) (North 00°30'54" West-Measured) and along the East line of said NW/4 a distance of 1,333.47 feet to the POINT OF BEGINNING
Said described tract of land contains an area of 1,306,800 square feet or 30.00 acres, more or less

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

a. The site shall be developed in accordance with the Site Plan (Exhibit A), approved March 10, 2011, and supporting documentation submitted by the applicant and approved by the Planning Commission.

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

ADOPTED this _____day of

_____, 2011.

_____
Mayor

NOT ADOPTED this _____day of

_____, 2011.

_____
Mayor

ATTEST:

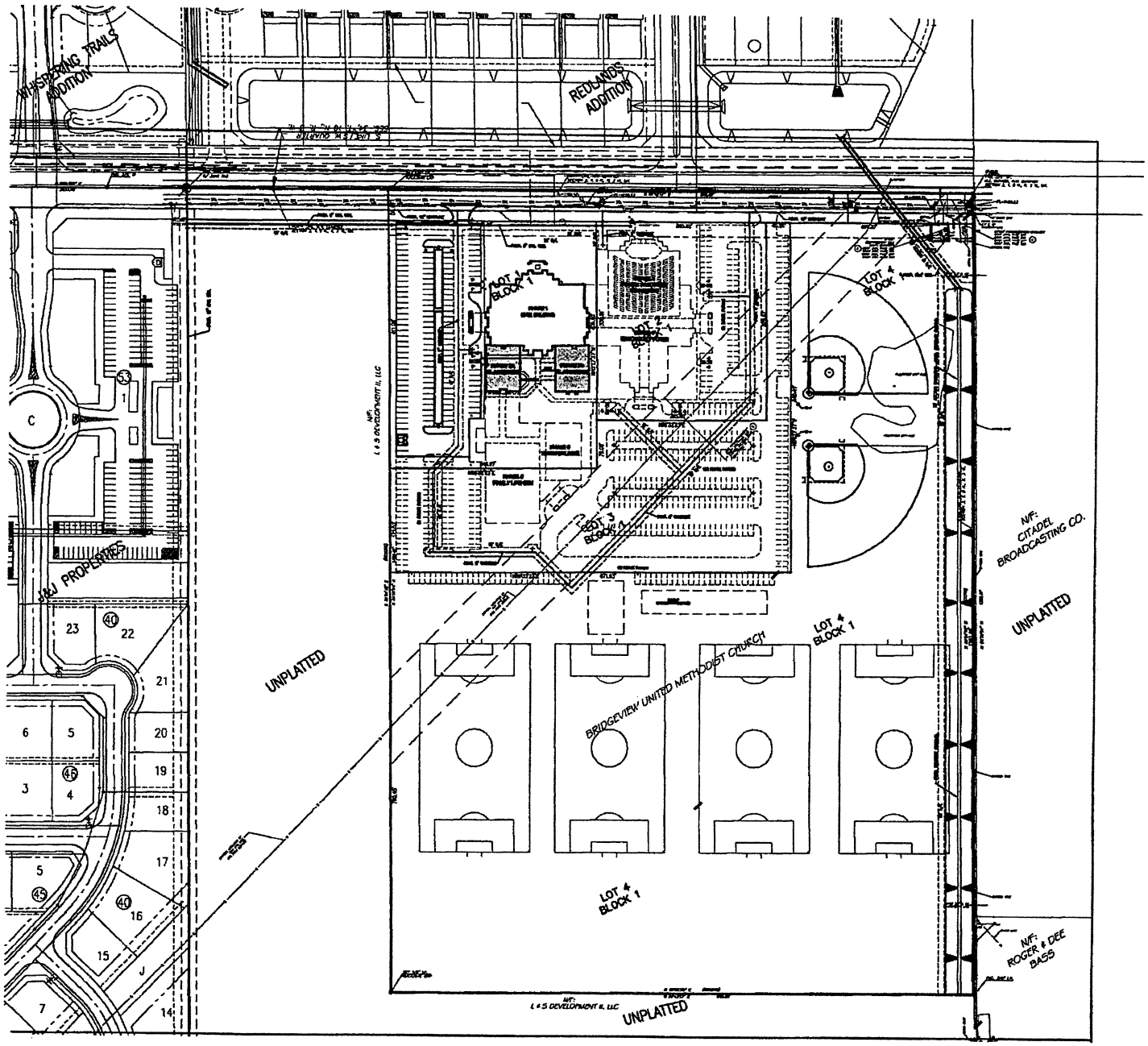
_____
City Clerk

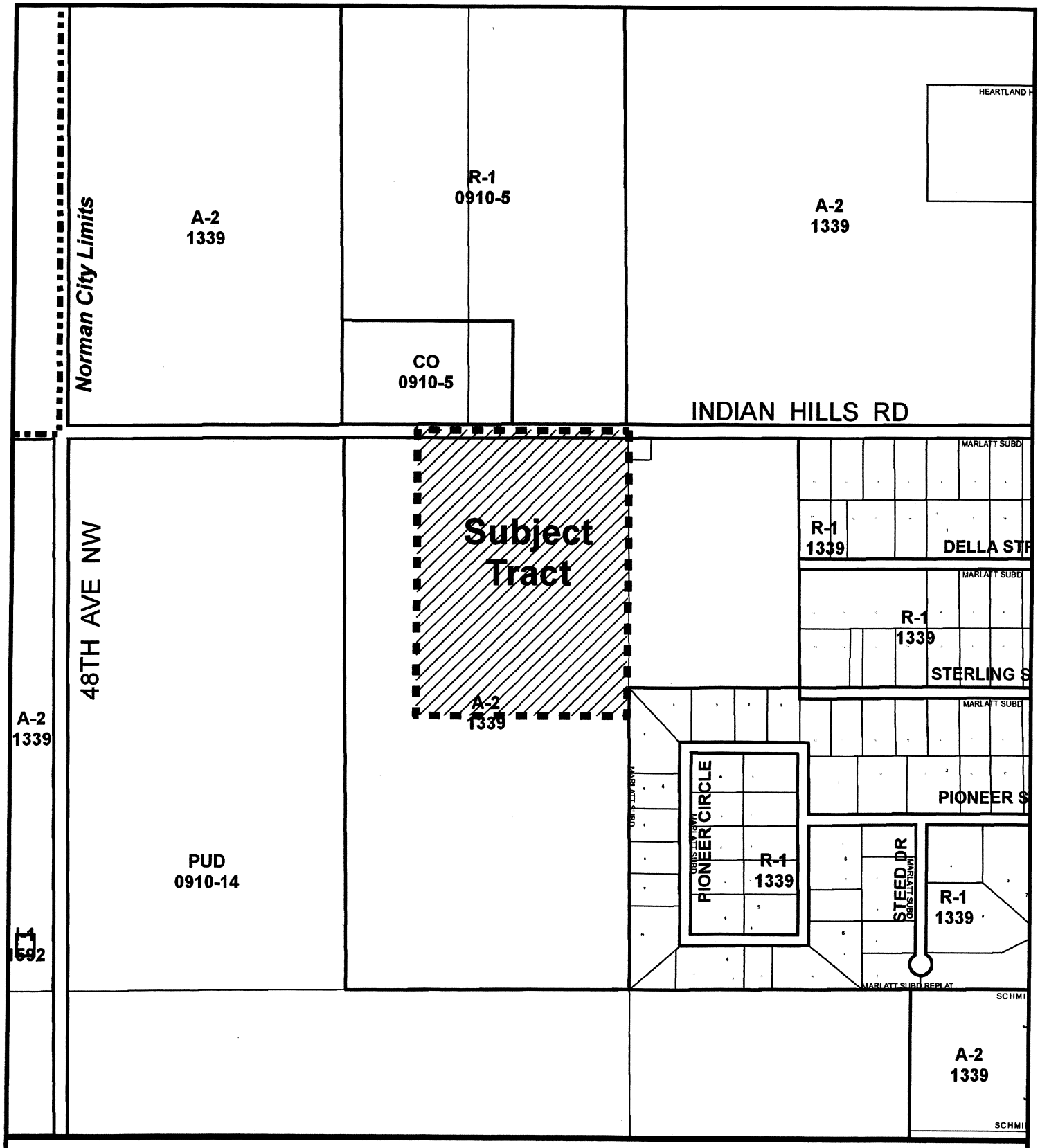
EXHIBIT A TO ORDINANCE O-1011-47

PRELIMINARY SITE PLAN

BRIDGEVIEW UNITED METHODIST CHURCH

A PART OF THE N.W. 1/4 OF SECTION 3, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA





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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S

October 11, 2010

0 300 600 Ft.

Subject Tract

Zoning

ORDINANCE NO. O-1011-47 ITEM NO. 8b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Bridgeview United Methodist Church
REQUESTED ACTION	Rezoning to R-1, Single Family Dwelling District, with Special Use for a Church
EXISTING ZONING	A-2, Rural Agricultural
SURROUNDING ZONING	North: CO and R-1 East: A-2 and R-1 South: A-2 West: A-2
LOCATION	South side of Indian Hills Road approx. 980 feet east of 48th Avenue N.W.
SIZE	30 acres more or less
PURPOSE	Church
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Vacant/Proposed Residential East: Public Service/TV Tower South: Vacant/Proposed Residential West: Vacant/Proposed Residential
LAND USE PLAN DESIGNATION	Low Density Residential

SYNOPSIS This is a companion zoning change to the requested 2025 Land Use Plan change from Future Urban Service Area to Current Urban Service Area. The applicant owns a 30 acre parcel and they are requesting permission to develop the property for their future church site, Bridgeview United Methodist. The current zoning is A-2; the applicant has requested rezoning from A-2 to R-1 with Special Use for their church.

ANALYSIS

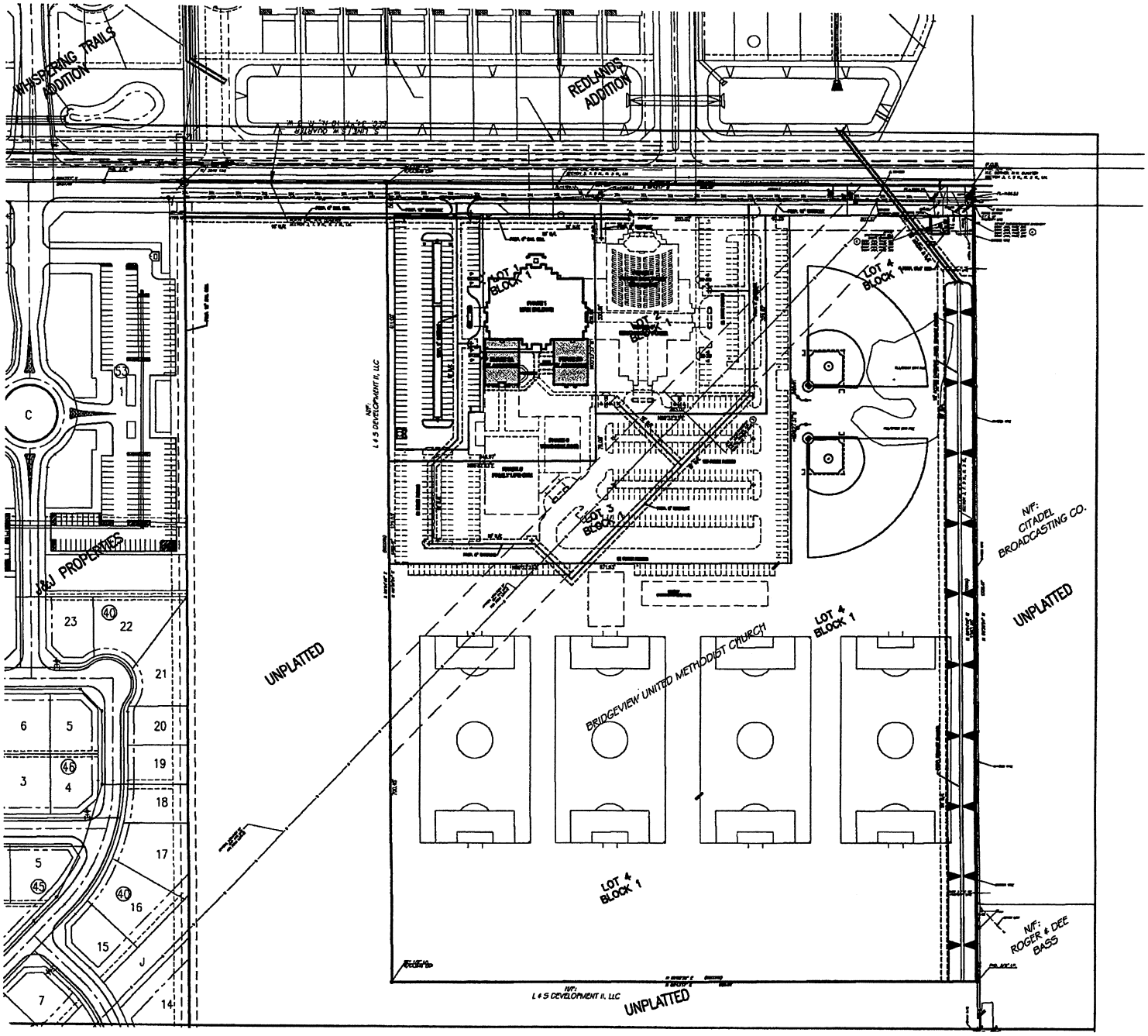
1. Phasing: The proposed development consists of approximately 30 acres; the current design shows minimal use of the site with Phase 1, Main Building, consisting of approximately 16,000 square feet, with an estimated seating capacity of 400 seats. A single parking lot of approximately 50,400 square feet and 115 parking spaces is shown as well for Phase 1. At full development of the site it depicts 6 phases for 6 to 7 buildings, 3 to 4 parking areas along with 4 basketball courts to the south and 2 baseball fields to the east. These are amenities for members of the church; the remainder of the site is open at this time.

2. Design: The site has a pipeline easement running through the middle of the lot with a 50 foot setback on either side of the pipeline which will create some design hurdles for the owners if the project continues to develop with the additional buildings as proposed. Storm water will be safely conveyed to the south of this parcel onto proposed residential subdivisions yet to be designed/approved.

3. Impacts: The 2025 Land Use and Transportation Plan designation for the areas to the north, south and west of this parcel are residential. The parking area on the west side of the development (noted in Phase 1) will directly abut proposed single family homes. Special Uses, specifically including church use adjacent to residential use, must carefully control their lighting to minimize impacts on any neighboring residential properties. Churches proposed in an area of low intensity residential development, such as this area, are a compatible use so no adverse impacts on adjacent properties should be felt from this development.

RECOMMENDATION This is a large parcel with multiple buildings proposed under the Special Use request. Even with the phased development of those other buildings in the future the majority of this development is on the north side of the pipeline easement leaving the remainder of the site virtually undisturbed therefore reducing the impact on adjacent neighborhoods to the west and south. Staff recommends approval of this rezoning request from A-2 to R-1 with Special Use for a church.

PRELIMINARY SITE PLAN
BRIDGEVIEW UNITED METHODIST CHURCH
A PART OF THE N.W. 1/4 OF SECTION 3, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



Applicant	Bridgeview United Methodist Church
Location	South side of Indian Hills Road approx 1/2 mile west of 36th Avenue NW
Case Number	PD 10-21
Time	6:00—6:30 PM

Attendee	Stakeholder	Address	Phone
Allen Carson	Applicant + church pastor	900 24th Avenue NW	626-1005
Mary Sherman	Church member	3128 St. Clair	701-5311
Cathleen Jones	Church member	801 Hawkesbury Park	447-3606
Tom McCaleb	Applicant's engineer	SMC Engineering OKC	232-7715
Bill Kaighn	Applicant's architect	110 Mercedes Drive, Suite 200	321-1020
Randy Foster	Applicant's architect	110 Mercedes Drive, Suite 200	321-1020
Bobby Joe Sharp	Pipeline rep	Conoco Phillips 201 NW 63rd St, Suite 300 OKC	879-4840
Jane Hudson	City facilitator		366-5344
Ken Danner	City Advisor		366-5458
Blaine Nice	City Attorney's office		366-5427

Application Summary. Applicants are seeking to rezone this 40-acre parcel of land from the current A-2 to R-1 with a Special Use Permit for a church. The current *Norman 2025 Land Use Plan* designation is Future Low Density Residential.

Applicant's Opportunity. Applicants seek to build a new church facility, beginning with Phase I, which is a sanctuary and 111 parking spaces. The Phase I sanctuary building would be roughly 18,250 sf in size. Future phases might include more parking, a gym, athletic fields and a multipurpose room.

Schedule. Applicants are proceeding with the zoning process.

Neighbors' Comments. There were no neighbors in attendance.

Item No. 8, being:
CONSIDERATION OF A REQUEST SUBMITTED BY BRIDGEVIEW UNITED METHODIST CHURCH FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD APPROXIMATELY 980 FEET EAST OF 48TH AVENUE N.W.

8a. RESOLUTION NO. R-1011-89
BRIDGEVIEW UNITED METHODIST CHURCH REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1011-8) FROM FUTURE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD APPROXIMATELY 980 FEET EAST OF 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report

8b. ORDINANCE NO. O-1011-47
BRIDGEVIEW UNITED METHODIST CHURCH REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO R-1, SINGLE-FAMILY DWELLING DISTRICT, WITH SPECIAL USE FOR A CHURCH, FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD APPROXIMATELY 980 FEET EAST OF 48TH AVENUE N.W.

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

8c. PP-1011-14
CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY BRIDGEVIEW UNITED METHODIST CHURCH (SMC CONSULTING ENGINEERS, P.C.) FOR BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD APPROXIMATELY 980 FEET EAST OF 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Plan
6. Pre-Development Summary

PRESENTATION BY STAFF:
1. Mr. Koscinski reported that this area is currently being rapidly planned based on availability of new sewer and water lines. J&J Addition was the first, followed by Redlands, Whispering Trails and Foxworth Additions. The tract that surrounds the subject property will be before the Commission in the near future, as well as some across the street to the north. This area was anticipated for development and is designated for future residential use. Staff supports the Plan change. The applicant is asking for R-1 zoning which is fully consistent with the Plan, but requires Special Use for a Church. The applicant owns 30 acres. There really is nothing currently developed in the area, except an old radio/TV station immediately to the east of this property. There is a major pipeline that runs through the property and impacts this development. The applicant

has clustered most of the church buildings north of the pipeline, with recreation uses south of it. There were no filed protests on this application. Staff supports the Plan change, the rezoning, and the preliminary plat that accompanies it.

2. Mr. Lewis asked why the applicant wants to rezone when the existing zoning doesn't require a special use. Mr. Koscinski responded that there is a difference in setbacks and sign requirements between the two zones; R-1 allows the buildings to be closer to the road and allows signs to be closer to the road. A-2 has very large setback requirements, and most churches object to those in the long run. The dark blue on the plans indicates the first phase of this development, but if they don't develop the church, R-1 zoning is consistent with the 2025 Plan and the surrounding area. The towers on the adjacent property are pretty far from any property boundary. Any possibility of interference in the church's audio system from the radio/television towers is not an issue staff can address.

3. Mr. Trachtenberg asked whether the radio station is actually in operation. Mr. Koscinski said he believes it is, but is not sure.

PRESENTATION BY THE APPLICANT:

1. Tom McCaleb, SMC Consulting Engineers, representing the applicant – The applicants want to rezone the property for the reasons Mr. Koscinski suggested. The location of the pipeline on the property restricts the use of the lot; it is a Conoco high-pressure pipeline. They have met with Conoco and have their concurrence and have given them a specific easement for the pipeline. The angle of the pipeline is not conducive to rectangular buildings. The rezoning reduces the setback from Indian Hills Road and allows them to move the buildings closer to the road. This has been a cooperative effort between several land owners, including the church, in the planning and development of this area. This will be a phased development, shown with potentially four phases; it will depend on the growth of the church. The architect and church have met and have developed the current site plan.

2. Mr. Trachtenberg asked whether the recreation facilities will be for use by the community or only for the church. Mr. McCaleb indicated the plan is currently to restrict the use to the church.

3. Mr. Lewis asked if the reason for the rezoning is the setback. Mr. McCaleb responded that A-2 requires a larger setback from Indian Hills Road; R-1 requires a 25' setback, whereas A-2 requires a 50' setback.

4. Mr. Lewis asked if there is a timeframe for construction to begin. Mr. McCaleb said that when they first met they were planning to start construction in April. The biggest obstacle is waiting for installation of the sewer line; it is expected to be done by the end of April. The applicant is ready to proceed. Once the Council approves the preliminary plat, they are ready to process their final plat. There are some site issues that have been worked out. They have made several adjustments to their plans to fit the conditions of the site.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Curtis McCarty moved to recommend adoption of Resolution No. R-1011-89, Ordinance No. O-1011-47, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, to the City Council. Chris Lewis seconded the motion.

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

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

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-1011-89, Ordinance No. O-1011-47, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, to the City Council, passed by a vote of 9-0.

* * *

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 9

Text File Number: RPT-1011-38

Introduced: 3/18/2011 **Current Status:** Consent Item

Version: 1 **Matter Type:** Communication or Report

Title

CONSIDERATION OF THE PROPOSED FISCAL YEAR 2011-2012 CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT (COMCD) BUDGET.

INFORMATION: The proposed Fiscal Year 2011-2012 Central Oklahoma Master Conservancy District Budget has been submitted for City Council's approval.

ACTION NEEDED: Motion to approve or reject the proposed Fiscal Year 2011-2012 COMCD Budget; and, if approved, direct the inclusion of that amount applicable in the proposed Fiscal Year 2012 City of Norman Budget.

ACTION TAKEN: _____

COMCD BUDGET for FY2011-12	2009-2010	2010-2011	DIFF $	DIFF %	2011-2012 Draft
PERSONNEL:					
5001 Personnel	$ 336,802.00	$ 332,248.00			$ 330,293.00
5009 Employee Retirement	$ 45,061.00	$ 75,500.00			$ 93,518.00
5010 Directors Expenses	$ 12,000.00	$ 18,000.00			$ 18,000.00
5011 Payroll Taxes - Social Security	$ 23,566.00	$ 23,741.00			$ 24,775.00
5012 Training, Education & Associated Travel	$ 15,000.00	$ 15,000.00			$ 15,000.00
5013 Uniforms & Boots Allowance	$ 3,800.00	$ 3,800.00			$ 2,400.00
5014 Employee's Health Insurance	$ 46,800.00	$ 52,890.00			$ 52,890.00
5015 Workers Compensation	$ 14,000.00	$ 8,100.00			$ 13,500.00
Sub Total	**$ 497,029.00**	**$ 529,279.00**	21,097	4%	**$ 550,376.00**
MAINTENANCE:					
5101 Plant, Dam, Pipeline & Shop R & M	$ 44,290.00	$ 44,290.00			$ 50,000.00
5103 Vehicles: R & M	$ 15,000.00	$ 15,000.00			$ 15,000.00
5104 Buildings, Roads & Grounds R & M	$ 9,785.00	$ 9,785.00			$ 12,000.00
5106 Equipment: R & M & Rental	$ 11,330.00	$ 11,330.00			$ 11,500.00
Sub Total	**$ 80,405.00**	**$ 80,405.00**	8,095	10%	**$ 88,500.00**
UTILITIES:					
5201 Telephone Service	$ 9,000.00	$ 9,000.00			$ 7,300.00
5204 Electricity	$ 7,500.00	$ 7,500.00			$ 7,500.00
5205 Propane	$ 6,000.00	$ 6,500.00			$ 6,500.00
Sub Total	**$ 22,500.00**	**$ 23,000.00**	(1,700)	-8%	**$ 21,300.00**
INSURANCE & BONDS					
5301 Insurance	$ 20,000.00	$ 14,500.00			$ 14,500.00
5304 Treasury & Employee Bond	$ 500.00	$ 250.00			$ 250.00
Sub Total	**$ 20,500.00**	**$ 14,750.00**	-	0%	**$ 14,750.00**
ADMINISTRATION EXPENSE					
5401 Office Supplies, Materials & Equipment	$ 10,000.00	$ 11,400.00			$ 11,400.00
Sub Total	**$ 10,000.00**	**$ 11,400.00**	-	0%	**$ 11,400.00**
PROFESSIONAL SERVICE					
5501 Legal	$ 50,000.00	$ 35,000.00			$ 35,000.00
5502 Accounting & Annual Audit	$ 15,000.00	$ 17,200.00			$ 20,700.00
5503 Consultants & Engineers	$ 75,000.00	$ 40,000.00			$ 25,000.00
Sub Total	**$ 140,000.00**	**$ 92,200.00**	(11,500)	-8%	**$ 80,700.00**
Water Quality Services					
5601 OWRB/USGS.(Stream Gauge)	$ 10,500.00	$ 11,550.00			$ 13,200.00
5602 DEQ (environmental quarterly reports)	$ 4,000.00	$ 4,000.00			$ -
5603 WQ monitoring - OWRB	$ 105,000.00	$ 89,000.00			$ -
Water Supply Study	$ 100,000.00	$ 100,000.00			$ 300,000.00
Sub Total	**$ 219,500.00**	**$ 204,550.00**	108,650	49%	**$ 313,200.00**
5950 NEW CAPITAL ASSETS SUBTOTAL		**$ 125,000.00**			**$ 255,000.00**
CAPITAL ASSETS REPLACEMENT RESERVE FUND	**$ 317,027.00**	**$ 250,000.00**	-	0%	**$ 250,000.00**
OPER AND MAINTENANCE SUB-TOTAL	**$ 1,306,961.00**	**$ 1,330,584.00**	254,642	19%	**$ 1,585,226.00**
5800 PUMPING POWER	**$ 550,000.00**	**$ 550,000.00**	(110,000)	-20%	**$ 440,000.00**
ANNUAL REPAYMENT TOTAL	**$ 517,146.00**	**$ 518,319.00**	1,173	0%	**$ 520,500.00**
TOTAL OPERATIONS AND PAYMENTS	**$ 2,374,107.00**	**$ 2,398,903.00**	146,823	6%	**$ 2,545,726.00**
ENERGY PROJECT PRINCIPAL & INTEREST-Norman & Del City (	$ 67,000.00	$ 135,000.00	(19,000)	-14%	$ 116,000.00

SUMMARY AND TOTAL ASSESSMENTS BY CITY for FY 2009-10						
		2009-2010	2010-2011			2011-2012
ASSESSMENT -OPERATIONS/MAINTENANCE						
	DEL CITY - 15.8%	$ 206,499.84	$ 210,232.27			$ 250,465.71
	MIDWEST CITY - 40.4%	$ 528,012.24	$ 537,555.94			$ 640,431.30
	NORMAN - 43.8%	$ 572,448.92	$ 582,795.79			$ 694,328.99
	SUBTOTAL	$ 1,306,961.00	$ 1,330,584.00			$ 1,585,226.00
ASSESSMENT - PUMPING POWER						
	DEL CITY	$ 74,250.00	$ 74,250.00			$ 44,000.00
	MIDWEST CITY	$ 222,750.00	$ 222,750.00			$ 215,600.00
	NORMAN	$ 253,000.00	$ 253,000.00			$ 180,400.00
	SUBTOTAL	$ 550,000.00	$ 550,000.00			$ 440,000.00
ASSESSMENT - ANNUAL REPAYMENT INSTALLMENT						
	DEL CITY 19.94%	$ 103,095.00	$ 103,329.00			$ 103,787.70
	MIDWEST CITY 42.79%	$ 221,499.00	$ 222,001.00			$ 222,722.00
	NORMAN 37.27%	$ 192,552.00	$ 192,989.00			$ 193,990.35
	SUBTOTAL	$ 517,146.00	$ 518,319.00			$ 520,500.05
TOTAL ASSESSMENT						
	DEL CITY	$ 383,844.84	$ 387,811.27			$ 398,253.41
	MIDWEST CITY	$ 972,261.24	$ 982,306.94			$ 1,078,753.30
	NORMAN	$ 1,018,000.92	$ 1,028,784.79			$ 1,068,719.34
	TOTAL ALL CITIES	$ 2,374,107.00	$ 2,398,903.00			$ 2,545,726.05
DEL CITY ASSESSMENTS		2009-2010	2010-2011			2011-2012
ASSESSMENT -OPERATIONS/MAINTENANCE						
	DEL CITY - 15.8%	$ 206,499.84	$ 210,232.27			$ 250,465.71
ASSESSMENT - PUMPING POWER						
	DEL CITY	$ 74,250.00	$ 74,250.00			$ 44,000.00
ASSESSMENT - ANNUAL REPAYMENT INSTALLMENT						
	DEL CITY 19.94%	$ 103,095.00	$ 103,329.00			$ 103,787.70
TOTAL ASSESSMENT DEL CITY		$ 383,844.84	$ 398,253.41			$ 398,253.41
Del City Energy Project P & I		$ 17,755.00	$ 35,789.00			$ 30,518.00
Del City total assessment Including Interest		$ 401,599.84	$ 423,385.00			$ 428,771.41
MIDWEST CITY ASSESSMENTS		2008-2009	2010-2011			2011-2012
ASSESSMENT -OPERATIONS/MAINTENANCE						
	MIDWEST CITY - 40.4%	$ 528,012.24	$ 537,555.94			$ 640,431.30
ASSESSMENT - PUMPING POWER						
	MIDWEST CITY	$ 222,750.00	$ 222,750.00			$ 215,600.00
ASSESSMENT - ANNUAL REPAYMENT INSTALLMENT						
	MIDWEST CITY 42.79%	$ 221,499.00	$ 222,001.00			$ 222,722.00
TOTAL ASSESSMENT MIDWEST CITY		$ 972,261.24	$ 982,306.94			$ 1,078,753.30
NORMAN ASSESSMENTS		2008-2009	2010-2011			2011-2012
ASSESSMENT -OPERATIONS/MAINTENANCE						
	NORMAN - 43.8%	$ 572,448.92	$ 582,795.79			$ 694,328.99
ASSESSMENT - PUMPING POWER						
	NORMAN	$ 253,000.00	$ 253,000.00			$ 180,400.00
ASSESSMENT - ANNUAL REPAYMENT INSTALLMENT						
	NORMAN 37.27%	$ 192,552.00	$ 192,989.00			$ 193,990.35
TOTAL ASSESSMENT NORMAN		$ 1,018,000.92	$ 1,028,784.79			$ 1,068,719.34
Norman Energy Project Principal & Interest		$ 35,280.00	$ 99,212.00			$ 85,482.00
Norman Total Assessment Including Interest		$ 1,053,280.92	$ 1,127,996.79			$ 1,154,201.34
TOTAL BUDGET less energy project P & I		$ 2,374,107.00	$ 2,409,345.14			$ 2,545,726.05

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 10

Text File Number: K-1011-146

Introduced: 3/9/2011 by Mitch Miles, Park Planner

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONSIDERATION OF ACCEPTANCE OF OPTION 1 OF REQUEST FOR PROPOSAL NO. RFP-1011-55 FROM GAMETIME C/O CUNNINGHAM ASSOCIATES, INC., IN THE AMOUNT OF $44,665.27 FOR THE EASTWOOD PARK PLAYGROUND REPLACEMENT PROJECT AND APPROVAL OF CONTRACT NO. K-1011-146, PERFORMANCE BOND NO. B-1011-80; STATUTORY BOND NO. B-1011-81, MAINTENANCE BOND NO. MB-1011-86, AND RESOLUTION NO. R-1011-96.

ACTION NEEDED: Motion to accept or reject Option 1 of Request for Proposal No. RFP-1011-55 from GameTime c/o Cunningham Associates, Inc., in the amount of $44,665.27; and, if accepted, approve Contract No. K-1011-146 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; and adopt Resolution No. R-1011-96.

ACTION TAKEN: _____

Body

BACKGROUND: During the Fiscal Year Ending 2011 Capital Budget process, City Council approved funding for the Playground Replacement at Eastwood and Walnut Ridge parks. This project includes the replacement of the existing playground equipment at both park sites along with the addition of new safety surfacing. This agenda item only addresses the replacement proposal for the playground equipment at Eastwood Park.

DISCUSSION: On 14 and 21 January, 2011, RFP No. 1011-55 for the Eastwood and Walnut Ridge Park Playground Replacement Project was advertised in the *Norman Transcript, Southwest Construction News, Bid News* and *Dodge Report*. Requests for proposals were distributed to eleven playground equipment vendors, all of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on their providing the optimum number and diversity of play events, play area and age appropriateness for the neighborhood. The neighborhood the park supports is taken into consideration when choosing the equipment. Lincoln Elementary School is in close proximity to Eastwood Park; therefore, staff did not want to duplicate play areas or pieces that are already available at the school playground. It is staff's intent when establishing the budget for park playground projects to utilize the full budgeted amount to achieve the most play value for the area. Staff believe that the Option 1 proposal from GameTime c/o Cunningham Associates will provide the best play value within the available funding for this park site. The proposal includes the installation of new belt and toddler swings, three different climbing units, two slides, two see-saws, three spring riders, safety surfacing and

boarders. There were five other proposals received for this project at a lower dollar amount which were not selected because they did not provide as much play value for the 2-5 and 5-12 year old age groups.

RECOMMENDATION NO. 1: It is recommended that the Eastwood Park Portion of RFP #1011-55 be awarded to GameTime c/o Cunningham Associates, Inc. in the amount of **$44,665.27. Funding is available in** Eastwood and Walnut Ridge Playground Replacement (#050-9973-451.61-01- PR0121), Eastwood Park Playground Replacement. The estimated Budget for this project is $45,000.

RECOMMENDATION NO. 2: It is further recommended upon approval of RFP 1011-55 that the following contract and bond be approved:

EASTWOOD AND WALNUT RIDGE PARKS PLAYGROUND REPLACEMENT PROJECTS

EASTWOOD - GameTime c/o Cunningham Associates Inc.
Contract No. K-1011-146
Maintenance Bond No. MB-1011-86
Performance Bond No. B-1011-80
Statutory Bond No. B-1011-81

RECOMMENDATION NO. 3: It is further recommended that GameTime c/o Cunningham Associates, Inc. be authorized and appointed as project agent for the Eastwood and Walnut Ridge Parks Playground Replacement Projects (Eastwood Park) by Resolution No. R-1011-96.

SUMMARY OF RFP NUMBER 1011-55

EASTWOOD AND WALNUT RIDGE
PARKS PLAYGROUND REPLACEMENT PROJECTS

		Eastwood	Walnut Ridge
Rex Playground Equipment			
John Walters			
Oklahoma City OK 73147			
Option #	1	$45,000	$45,000
	2	$45,000	**$45,000**
	3	$45,000	$45,000
	4	$45,000	$45,000
Cunningham Associates, Inc.			
Nick Whisenhunt			
OKC, OK 73126			
Option #	**1**	**$44,665.27**	$44,971.90
	2	$44,993.16	
Carter Recreation Bixby, OK 74008		$44,892.95	$44,558.50
Power Play LT Farmington, Inc Guy Woodland Edmond, OK 73035		$44,762	$44,762
Hunter Knepshield Lauren Suarez Plano, TX 75026-0677		Bid did not meet Specifications	$42,955.58
Williams Recreation Designs Jeremy Williams Pierce City, MO 65723		$44,999.67	$44,388.39
Noah's Park & Playgrounds Shan Shepherd Edmond, OK 73083		$41,924.35	$39,546.75
Children's Specialties, Inc Wes Walker Broken Arrow, OK 74013		$31,838	$41,648
Power Play, LLC Craig Hamelin		$43,900	$45,000

Bixby, OK 74008			
Child's Play, Inc Kathy Robertson Dallas, TX 75220		$45,000	$45,000
ACS Playground Adventures Clint Pitzer OKC, OK 73132			
Option #	1	$38,526	$44,995
	2	$41,950	$44,750

***RFP proposal which met the specified budget, followed the specifications of the RFP, and gave maximum play value**

GameTime c/o Cunningham Associates
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

Enriching Childhood Through Play

Represented by
CUNNINGHAM ASSOCIATES INC

QUOTE #68791

02/02/2011

Eastwood Park RFP - Option 1

City of Norman
Attn: Mitch Miles
201 West Gray, Bldg A
Norman, OK 73069
Phone: 405-366-5475
Fax: 405-366-5470
mitch.miles@normanok.gov

Ship To Zip: 73071

Quantity	Part #	Description	Unit Price	Amount
1	53	GameTime - Health Ladder	$838.32	$838.32
1	359	GameTime - Frog Only	$595.56	$595.56
1	360	GameTime - Swampy Only	$595.56	$595.56
1	396	GameTime - Mini Bike Assembly	$595.56	$595.56
1	657	GameTime - Eagle'S Perch	$1,973.16	$1,973.16
3	4891	GameTime - Coil Spring Mt-Loose Fill	$173.04	$519.12
2	6219	GameTime - See Saw	$1,061.76	$2,123.52
1	8683	GameTime - Side Stepper F/S	$1,069.32	$1,069.32
2	8696	GameTime - Encl Seat 3 1/2"(8696)	$210.84	$421.68
1	10740	GameTime - Single Post Swing F/S, 5" Od	$952.56	$952.56
1	18392	GameTime - 3' Rumble & Roll Zip Slide, F/S	$2,633.40	$2,633.40
1	18395	GameTime - 6' Wave Zip Slide, F/S	$2,947.56	$2,947.56
4	8909	GameTime - Belt Seat 2 3/8"Od(8909)	$168.84	$675.36
1	P8543	GameTime - 10' High Swing Frame, 2 3/8" Toprail	$976.92	$976.92
1	P8547	GameTime - 10' High Add-a-Bay, 2 3/8" Toprail	$460.32	$460.32
1	4858	GameTime - Access Playcurb-w/Adap	$345.92	$345.92
70	4860	GameTime - 12"Playcurb Pkg	$35.72	$2,500.40
6	161292	GameTime - Wear Mat 44"X48" *- Wear mats were not provided for tot swings, as they do not allow for toddler feet to touch the ground.*	$131.20	$787.20
1	INSTALL	MISC - Installation of Above Equipment	$6,995.00	$6,995.00
1	INSTALL	MISC - Provide & Install 4" Pea Gravel, 5521 Ft2	$1,858.00	$1,858.00
5521	GTEWF	GT-Impax - Engineered Wood Fiber, 8" Compacted Depth	$0.88	$4,858.48
5	161290	GameTime - Geo-Textile 2250 Sq Ft Roll	$408.36	$2,041.80

GameTime c/o Cunningham Associates
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

A PLAYCORE COMPANY GameTime
Enriching Childhood Through Play

Represented by:
CUNNINGHAM ASSOCIATES INC

QUOTE
#68791

02/02/2011

Eastwood Park RFP - Option 1

Quantity	Part #	Description	Unit Price	Amount
5521	INSTALL	MISC - Installation of Above EWF & Geotextile Felt *- Felt applied between earth and pea gravel and between pea gravel and EWF.*	$1.10	$6,073.10
1	178749	GameTime - Owner's Kit	$44.00	$44.00

Site must be clear, level, free of obstructions and accessible.
Contract: USC

SubTotal:	$42,881.82
Freight:	$1,783.45
Total Amount:	**$44,665.27**

Pricing: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included.

Shipment: Order shipped 2-4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals,(if required)unless otherwise noted. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery

Payment Terms: Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and condition stated herein.

Site should be level and allow for unrestricted access of trucks and machinery. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost. Customer will be billed hourly or per job for any additional costs.

Acceptance of quotation:

Accepted By (printed): _____ Date: _____

Title: _____ P.O. No: _____

Telephone: _____ Fax: _____

Purchase Amount: **$44,665.27**

SALES TAX EXEMPTION CERTIFICATE #:_____

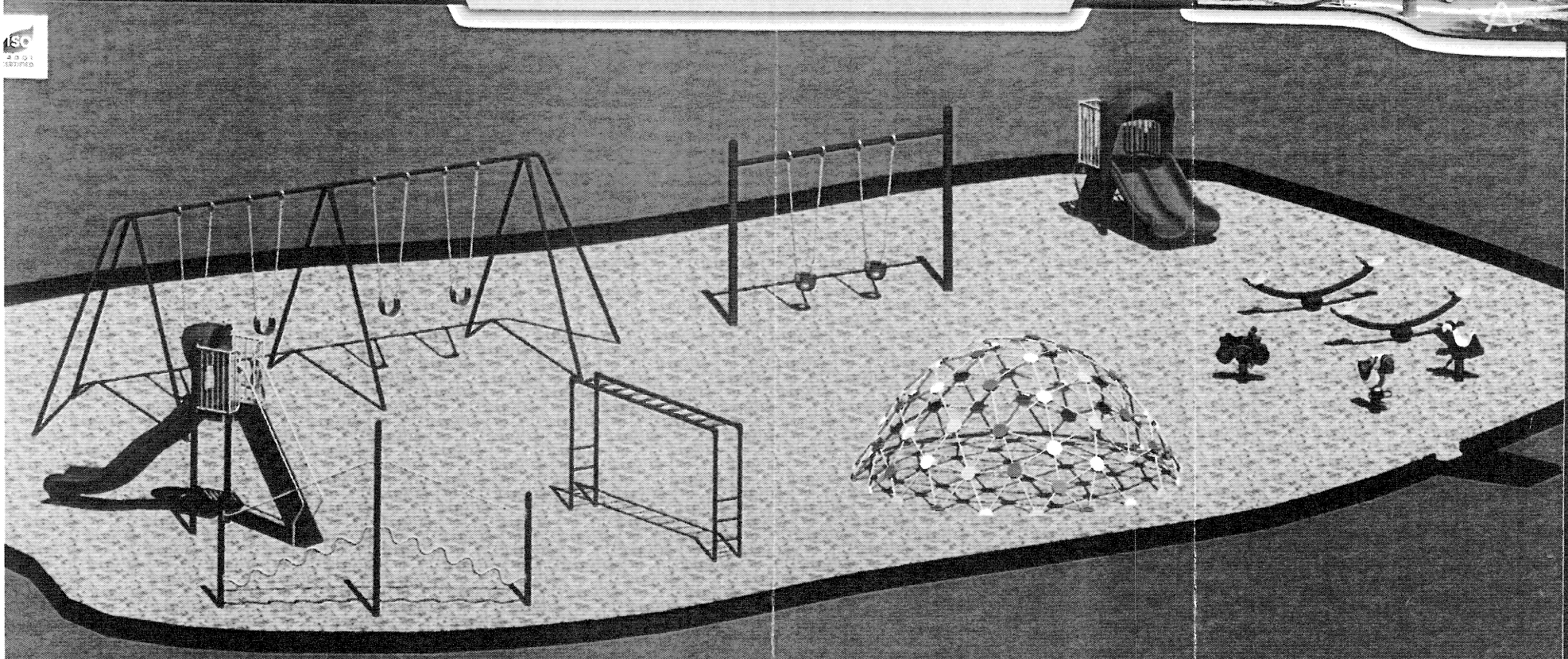
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Nick Whitmore
Salesman Signature

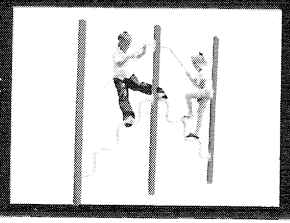
_____
Customer Signature

CUNNINGHAM ASSOCIATES INC.
Park & Playground Products

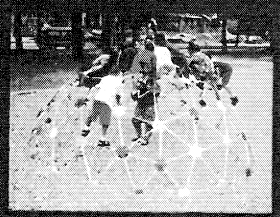
Eastwood Park (Option 1)
Norman, OK



Side Stepper



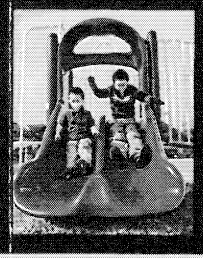
Eagle's Perch



See Saw

Mini Bike Saddlemate

Double Zip Slide



Swampy Saddlemate

www.cunninghamassoc.com

800.438.2780

Contract # K-1011-146

CONTRACT

THIS CONTRACT made and entered into th ____ . _____, 20 11, by and between GameTime c/o Cunningham Associates 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 said bidding documents, and has caused Solicitation for Bids 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:

EASTWOOD PARK PLAYGROUND REPLACEMENT

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 Solicitation for Bids, has submitted to the City of Norman 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: Forty-four Thousand Six Hundred Sixty-five Dollars and twenty-seven Cents.
($ 44,665.27);

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, workmanlike manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project 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 the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 60 calendar days.

The Notice to Bidders published in the Norman Transcript January 14th and 21st, 2011, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

Contract # K-1011-146

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 22nd day of February, 2011.

CORPORATE SEAL

GameTime c/o Cunningham Associates Inc.

Company Name

ATTEST: Linda [illegible]
Corporate Secretary

BY [illegible]
President

STATE OF North Carolina)
COUNTY OF Mecklenburg)

Scott Cunningham, 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.

[illegible]
President

Subscribed and sworn to before me this 22nd day of February, 2011.

Cynthia S. Parquarelli
Notary Public

My Commission Expires: March 5, 2014
Commission Number:

CITY OF NORMAN

Approved as to form and legality this 23rd day of March, 2011.

Jean Messner
City Attorney

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

ATTEST:

Mayor

City Clerk

Bond # B-1011-80

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **PlayCore Wisconsin, Inc. dba GameTime**, as Principal, and **Travelers Casualty and 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 and city of the first class, of the State of Oklahoma, in the full and just sum of **Forty-four thousand six hundred sixty-five and 27/00s** DOLLARS, ($ **44,665.27**), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this **25th** day of **February**, 20**11**.

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

EASTWOOD PARK PLAYGROUND REPLACEMENT
Contract #K-1011-146

and has entered into a certain written contract with THE CITY OF NORMAN dated 20**11**, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Bond #_ B-1011-80

ATTEST:

~~Corporate Secretary~~
BRIAN FREEBURG, VP FINANCE

PlayCore Wisconsin, Inc. dba GameTime
Company Name

BY
Principal
Mike Hawkins, VP Corp Risk Mgmt

ATTEST: Chaun M Wilson
~~Corporate Secretary~~ (Surety)
Chaun M. Wilson, Attorney-in-fact

Travelers Casualty and Surety Company of America
Surety Name

BY Virginia B. McManus
Surety
Virginia B. McManus, Attorney-in-fact

STATE OF ~~OKLAHOMA~~ ALABAMA, COUNTY OF ~~CLEVELAND~~ DEKALB, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of FEBRUARY, 2011 personally appeared Mike Hawkins to me know to be the identical person who executes the foregoing, and acknowledge to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: 4/3/2011
Commission Number:

Approved as to form and legality this 23rd day of March, 2011.

City Attorney

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

Mayor

ATTEST:

City Clerk

Bond # B-1011-81

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, PlayCore Wisconsin, Inc. dba GameTime, as Principal, and Travelers Casualty and 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 penal sum of Forty-four thousand six hundred * DOLLARS ($44,665.27), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.
*sixty-five and 27/00s

Dated this 25th day of February, 2011.

The conditions of this obligation are such, that whereas, the above Bonded Principal PlayCore Wisconsin, Inc. dba GameTime is the lowest and best bidder for the making of the following City work and improvement, viz.:

EASTWOOD PARK PLAYGROUND REPLACEMENT
Contract #K-1011-146

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____ 2011, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

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

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

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

Bond #_ B-1011-81

ATTEST:

~~Corporate Secretary~~
BRIAN FREEBURG, VP FINANCE

PlayCore Wisconsin, Inc. dba GameTime
Company Name

BY
Principal
Mike Hawkins, VP Corp Risk Mgmt

ATTEST:

~~Corporate Secretary~~ (Surety)
Chaun M. Wilson, Attorney-in-fact

Travelers Casualty and Surety Company of America
Surety Name

BY
Surety
Virginia B. McManus, Attorney-in-fact

STATE OF ~~OKLAHOMA~~ ALABAMA, COUNTY OF ~~CLEVELAND~~ DEKALB, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 28th day of FEBRUARY, 20 11 personally appeared MIKE HAWKINS to me known to be the identical person who executed the foregoing, and acknowledged to me that HE executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: 4/3/2011
Commission Number:

Approved as to form and legality this 23rd day of March, 20 11.

City Attorney

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

ATTEST:

Mayor

City Clerk

Bond # MB-1011-86

MAINTENANCE BOND

PlayCore Wisconsin, Inc. dba

WHEREAS, THE UNDERSIGNED **GameTime**, hereinafter referred to as the Principal, has entered into a certain contract dated , 20**11**, for the construction of:

EASTWOOD PARK PLAYGROUND REPLACEMENT
Contract #K-1011-146

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and **Travelers Casualty and Surety Company of America**, as a corporation organized under the laws of the State of **Connecticut**, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of ** Dollars ($ **44,665.27**), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents. ****Forty-four thousand six hundred sixty-five and 27/00s**

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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 repairs, or otherwise maintaining the said construction.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has

Bond # MB-1011-86

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

Executed and delivered this 25th day of February, 20 11.

ATTEST: ~~Corporate Secretary~~
BRIAN FREEBURG, VP FINANCE

PlayCore Wisconsin, Inc. dba GameTime
Company Name

BY: Mike Hawkins
Principal
Mike Hawkins, VP Corp Risk Mgmt

Mailing Address of Principal:
150 PlayCore Drive
Fort Payne, AL 35967

Travelers Casualty and Surety Company of America
Surety Name

BY: Virginia B. McManus
Virginia B. McManus Attorney-in-Fact

STATE OF ~~OKLAHOMA~~ ALABAMA, COUNTY OF ~~CLEVELAND~~ DEKALB, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of FEBRUARY, 20 11, personally appeared MIKE HAWKINS to me known to be the identical person who executed the foregoing, and acknowledge to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: 4/3/2011
Commission Number:

Approved as to form and legality this 23rd day of March, 20 11.

City Attorney

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

Mayor

ATTEST:
City Clerk

Resolution

R-1011-96

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING GAMETIME C/O CUNNINGHAM ASSOCIATES, INC., AS PROJECT AGENT FOR THE EASTWOOD PARK PORTION OF THE EASTWOOD AND WALNUT RIDGE PARKS PLAYGROUND REPLACEMENT PROJECT FOR THE CITY OF NORMAN.

§ 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by GameTime c/o Cunningham Associates, Inc., for the Eastwood Park portion of the Eastwood and Walnut Ridge Parks Playground Replacement Project for the City of Norman; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on GameTime c/o Cunningham Associates, 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, GameTime c/o Cunningham Associates, Inc., to purchase materials which are in fact used for the Eastwood Park portion of the Eastwood and Walnut Ridge Parks Playground Replacement Project for the City of Norman; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that GameTime c/o Cunningham Associates, 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 April, 2011, did appoint GameTime c/o Cunningham Associates, Inc., who is involved with the Eastwood Park portion of the Eastwood and Walnut Ridge Parks Playground Replacement Project for the City of Norman, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Eastwood Park portion of the Eastwood and Walnut Ridge Parks Playground Replacement Project for the City of Norman.

PASSED AND ADOPTED THIS 12th day of April, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000184213

STATUS: DIVISION APPROVAL
REASON: EASTWOOD PARK PLAYGROUND

REQUISITION BY: TERRY-FOSTER

DATE: 3/22/11

SHIP TO LOCATION: PARK MAINTENANCE

SUGGESTED VENDOR: 9353 GAMETIME

DELIVER BY DATE: 3/22/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EASTWOOD PARK PLAYGROUND-RFP#1011-55 COUNCIL AGENDA 4-12-11, CONTRACT#K-1011-146 ACCT#050-9973-451.6101 PR0121 COMMODITY: PARK, PLAYGROUND, RECREAT SUBCOMMOD: PLAYGROUND EQUIPMENT (NOT	44665.27	EA	1.0000	44665.27	COUNCIL 4-12-11

REQUISITION TOTAL: 44665.27

REQUISITION QUOTES

	VENDOR NAME
44665.2700	GAME TIME
45000.0000	REX PLAYGROUND EQUIPMENT
44892.9500	CARTER RECREATION
44762.0000	POWER PLAY LT FARMINGTON
44999.6700	WILLIAMS RECREATION DESIGNS
41924.3500	NOAH'S PARK & PLAYGROUNDS
43900.0000	POWER PLAY
45000.0000	CHILD'S PLAY INC
41950.0000	ACS PLAYGROUND ADVENTURES

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05099734516101	Capital Projects Construction	PR0121 Eastwood& Walnut Ridge Pk	100.00	44665.27
					44665.27

REQUISITION IS IN THE CURRENT FISCAL YEAR.

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 11

File Number: K-1011-147

Introduced: 3/18/2011 by Mitch Miles, Park Planner

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONSIDERATION OF ACCEPTANCE OF OPTION 2 OF REQUEST FOR PROPOSAL NO. RFP-1011-55 FROM GAMETIME C/O REX PLAYGROUND EQUIPMENT IN THE AMOUNT OF $45,000 FOR THE WALNUT RIDGE PARK PLAYGROUND REPLACEMENT PROJECT AND APPROVAL OF CONTRACT NO. K-1011-147, PERFORMANCE BOND NO. B-1011-82; STATUTORY BOND NO. B-1011-83, MAINTENANCE BOND NO. MB-1011-87, AND RESOLUTION NO. R-1011-97.

ACTION NEEDED: Motion to accept or reject Option 2 of Request for Proposal No. RFP-1011-55 from Rex Playground Equipment in the amount of $45,000; and, if accepted, approve Contract No. K-1011-147 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; and adopt Resolution No. R-1011-97.

ACTION TAKEN: _____

Body

BACKGROUND: During the Fiscal Year Ending 2011 Capital Budget process, City Council approved funding for the Playground Replacement at Eastwood and Walnut Ridge parks. This project includes the replacement of the existing playground equipment at both park sites along with the addition of new safety surfacing. This agenda item only addresses the replacement proposal for the playground equipment at Walnut Ridge Park.

DISCUSSION: On 14 and 21 January, 2011, RFP No. 1011-55 for the Eastwood and Walnut Ridge Park Playground Replacement Project was advertised in the *Norman Transcript, Southwest Construction News, Bid News* and *Dodge Report*. Requests for proposals were distributed to eleven playground equipment vendors, all of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on the equipment providing the optimum number and diversity of play events, play area and age appropriateness for the neighborhood. The neighborhood the park supports is taken into consideration when choosing the equipment. It is staff's intent when establishing the budget for park playground projects to utilize the full budgeted amount to achieve the most play value for the area. We believe that the Option 2 proposal from Rex Playground Equipment will provide the best play value within the available funding for this park site. The proposal includes the installation of new belt and toddler swings, may-pole, see-saw, multi-surface climbing unit, and safety surfacing and boarders. There were nine other proposals received for this project at a lower dollar amount but were not selected because they did not provide as much play value for the older age groups that live in this neighborhood.

RECOMMENDATION NO. 1: It is recommended that the Walnut Ridge Park Portion of RFP #1011-55 be awarded to Rex Playground Equipment in the amount of $45,000. Funding is available in Eastwood and Walnut Ridge Playground Replacement (#050-9973-451.61-01- PR0121), Walnut Ridge Park Playground Replacement. The estimated Budget for this project is $45,000.

RECOMMENDATION NO. 2: It is further recommended upon approval of RFP 1011-55 that the following contract and bonds be approved:

EASTWOOD AND WALNUT RIDGE PARKS PLAYGROUND REPLACEMENT PROJECTS

WALNUT RIDGE - Rex Playground Equipment
Contract No. K-1011-147
Maintenance Bond No. MB-1011-87
Performance Bond No. B-1011-82
Statutory Bond No. B-1011-83

RECOMMENDATION NO. 3: It is further recommended that Rex Playground Equipment be authorized and appointed as project agent for the Eastwood and Walnut Ridge Parks Playground Replacement Projects (Walnut Ridge Park) by Resolution No. R-1011-97.

SUMMARY OF RFP NUMBER 1011-55

EASTWOOD AND WALNUT RIDGE PARKS PLAYGROUND REPLACEMENT PROJECTS

		Eastwood	Walnut Ridge
Rex Playground Equipment			
John Walters			
Oklahoma City OK 73147			
Option #	1	$45,000	$45,000
	2	$45,000	**$45,000**
	3	$45,000	$45,000
	4	$45,000	$45,000
Cunningham Associates, Inc.			
Nick Whisenhunt			
OKC, OK 73126			
Option #	**1**	**$44,665.27**	$44,971.90
	2	$44,993.16	
Carter Recreation Bixby, OK 74008		$44,892.95	$44,558.50
Power Play LT Farmington, Inc Guy Woodland Edmond, OK 73035		$44,762	$44,762
Hunter Knepshield Lauren Suarez Plano, TX 75026-0677		Bid did not meet Specifications	$42,955.58
Williams Recreation Designs Jeremy Williams Pierce City, MO 65723		$44,999.67	$44,388.39
Noah's Park & Playgrounds Shan Shepherd Edmond, OK 73083		$41,924.35	$39,546.75
Children's Specialties, Inc Wes Walker Broken Arrow, OK 74013		$31,838	$41,648
Power Play, LLC Craig Hamelin		$43,900	$45,000

Service you only thought was extinct.

REX PLAYGROUND EQUIPMENT

SINCE 1947
Rex Playground Equipment, Inc.
P.O. Box 75141 • Oklahoma City, OK 73147
405/942-2880 • Fax 405/946-5799
800-243-7412

Quote

Date	Quote #
2/10/2011	7986

Name / Billing Address	Ship To
City Of Norman Parks and Recreation Department PO Box 370 Norman, OK 73070	

Please Sign Quote and Return Via E-mail or Fax	P.O. No.	Terms	Valid Until	Project
		See Below	2/10/2011	Option 2

Qty	Item	Description	Cost	Total
1	Custom	Playground Bid for RFP 1011-55 Eastwood Park and/or Walnut Ridge Park Option 2, Drawing # 110423 Bid includes the following items: Playworld Systems Play Equipment PE 915 Overdrive Whirl Loopy Whoop Flip Flop Tot T-Swing Heavy Duty 4 Seat Swing, 10' High Or For Walnut Ridge Use Existing Swing with New Surfacing Surfacing Material includes: Plastic Border Timbers w/ Accessible Ramp Riverside Farms (Midgard) Wood Mulch @ 8" Depth Two Layers of Geotextile Fabric (weed barrier) 4" Layer of Pea Gravel Playmats for under all swings Shipping Professional Installation of Play Equipment and Surfacing	45,000.00	45,000.00
		Total		$45,000.00

Rex Playground agent _____

Terms apply unless changes are agreed to in writing. Invoices are due upon receipt.
You may recieve an invoice from Rex Playground, The Manufacturer or both. Late Charges will apply to past due invoices. Some orders may require credit approval.

Receipt and Storage of Product:
When you receive your equipment, you are responsible for unloading the equipment from the truck and checking the bill of lading. Please check your packing list carefully, lost or damaged pieces, which are not noted on the bill of lading must be reordered at your expense. Depending on the part ordered replacement could take as long as 6 weeks. Please be careful with your investment.

_____
Customer Signature

No equipment will be ordered or installation scheduled unless Quote is signed and returned to Rex Playground Equipment.

NORMAN PARKS

Norman, OK

PLAYWORLD SYSTEMS
The world needs play.

Service you only thought was extinct.
REX PLAYGROUND EQUIPMENT
SINCE 1950
Playground and Sports Equipment
Park Equipment and Architectural Equipment
2727 N.W. 10th Street • P.O. Box 75141 • Oklahoma City, OK 73147
www.rexplayground.com

©2011 Playworld Systems, Inc.

Contract # K-1011-147

CONTRACT

THIS CONTRACT made and entered into this _ ' _ day of _____, 2011, by and between REX PLAYGROUND 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 said bidding documents, and has caused Solicitation for Bids 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:

WALNUT RIDGE PARK PLAYGROUND REPLACEMENT

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 Solicitation for Bids, has submitted to the City of Norman 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: Forty-five Thousand Dollars ($ 45,000.00);

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

1. The Contractor shall, in a good and first-class, workmanlike manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project 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 the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 60 calendar days.

The Notice to Bidders published in the Norman Transcript January 14th and 21st, 2011, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

Contract # K-1011-147

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 7 day of March, 2011.

CORPORATE SEAL

REX PLAYGROUND EQUIPMENT
Company Name

ATTEST: [signature]
Corporate Secretary

BY [signature]
President

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

JOHN WALTERS, 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.

[signature]
President

Subscribed and sworn to before me this 7th day of March, 2011.

AMBER M. FITZGERALD NOTARY PUBLIC # 08005720 EXP. 06/03/12 STATE OF OKLAHOMA

[signature]
Notary Public

My Commission Expires: 6/3/12
Commission Number: 08005720

CITY OF NORMAN

Approved as to form and legality this 23rd day of March, 2011.

[signature]
City Attorney

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

ATTEST:

_____
Mayor

_____
City Clerk

Bond # B-1011-82

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Rex Playground Equipment, as Principal, and Ohio Casualty Ins. Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of Forty Five Thousand DOLLARS, ($45,000.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 21st day of February, 2011.

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

WALNUT RIDGE PARK PLAYGROUND REPLACEMENT

and has entered into a certain written contract with THE CITY OF NORMAN dated 20 11, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Bond # B-1011-82

ATTEST:

Corporate Secretary

REX PLAYGROUND EQUIPMENT
Company Name

BY
Principal

~~ATTEST:~~ Witness: Rachelle Chappell
Corporate Secretary (Surety)

Ohio Casualty Insurance Company
Surety Name

BY Tammy L. Cravens
Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of February, 2011 personally appeared John Walters to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as he 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.

Amber M. Fitzgerald
Notary Public

AMBER M. FITZGERALD NOTARY # 08005720 EXP. 06/03/12 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 6/3/2012
Commission Number: 08005720

Approved as to form and legality this 23rd day of March, 2011.

City Attorney

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

ATTEST:

Mayor

City Clerk

Bond # B-1011-83

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Rex Playground Equipment, as Principal, and Ohio Casualty Ins. Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of Forty Five Thousand DOLLARS ($45,000.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21st day of February, 20 11.

The conditions of this obligation are such, that whereas, the above Bonded Principal Rex Playground Equipment is the lowest and best bidder for the making of the following City work and improvement, viz.:

WALNUT RIDGE PARK PLAYGROUND REPLACEMENT

and has entered into a certain written contract with THE CITY OF NORMAN, dated ____ 20 11, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

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

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

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

Bond # B-1011-83

ATTEST:

Corporate Secretary

REX PLAYGROUND EQUIPMENT
Company Name

BY
Principal

~~ATTEST:~~ Witness:

Corporate Secretary (Surety)

Ohio Casualty Insurance Company
Surety Name

BY
Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 24 day of February, 20 11 personally appeared John Walters to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as he 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

AMBER M. FITZGERALD NOTARY # 08005720 EXP. 06/03/12 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 6/3/12
Commission Number: 08005720

Approved as to form and legality this 4th day of April, 2011.

City Attorney

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

ATTEST:

Mayor

City Clerk

Bond # MB-1011-87

MAINTENANCE BOND

WHEREAS, THE UNDERSIGNED Rex Playground Equipment hereinafter referred to as the Principal, has entered into a certain contract dated ____, 20 11, for the construction of:

WALNUT RIDGE PARK PLAYGROUND REPLACEMENT

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Ohio Casualty Ins. Company, as a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Dollars ($45,000.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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 repairs, or otherwise maintaining the said construction.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has

Bond # MB-1011-87

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

Executed and delivered this 21st day of February, 20 11.

ATTEST: _____
Corporate Secretary

REX PLAYGROUND EQUIPMENT
Company Name

Mailing Address of Principal:

P.O. Box 75141

OKLAHOMA CITY OK 73147

BY _____
Principal

Ohio Casualty Insurance Company
Surety Name

BY: Tammy L. Craven
Attorney-in-Fact Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 24 day of February, 20 11, personally appeared John Walters to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as he 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.

Amber M. Fitzgerald
Notary Public

AMBER M. FITZGERALD NOTARY #08005720 EXP. 06/03/12 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 6/3/12
Commission Number: 08005720

Approved as to form and legality this 4th day of April, 20 11.

Jack Messner
City Attorney

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

_____
Mayor

ATTEST: _____
City Clerk

Resolution

R-1011-96

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING REX PLAYGROUND EQUIPMENT AS PROJECT AGENT FOR THE WALNUT RIDGE PARK PORTION OF THE EASTWOOD AND WALNUT RIDGE PARKS PLAYGROUND REPLACEMENT PROJECT FOR THE CITY OF NORMAN.

§ 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Rex Playground Equipment for the Walnut Ridge Park portion of the Eastwood and Walnut Ridge Parks Playground Replacement Project for the City of Norman; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Rex Playground Equipment 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, Rex Playground Equipment, to purchase materials which are in fact used for the Walnut Ridge Park portion of the Eastwood and Walnut Ridge Parks Playground Replacement Project for the City of Norman; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Rex Playground Equipment 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 April, 2011, did appoint Rex Playground Equipment who is involved with the installation of playground equipment for the Walnut Ridge Park portion of the Eastwood and Walnut Ridge Parks Playground Replacement Project for the City of Norman, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Walnut Ridge Park portion of the Eastwood and Walnut Ridge Parks Playground Replacement Project for the City of Norman.

PASSED AND ADOPTED THIS 12th day of April, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000184146

STATUS: DIVISION APPROVAL

REQUISITION BY: TERRY-FOSTER

REASON: WALNUT RIDGE PARK PLAYGROUND EQUIPMENT

DATE: 3/21/11

SHIP TO LOCATION: PARKS AND RECREATION

SUGGESTED VENDOR: 1750 REX PLAYGROUND EQUIPMENT INC

DELIVER BY DATE: 3/21/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WALNUT RIDGE PLAYGROUND-PLAYWORLD SYSTEM #PE915 COUNCIL AGENDA OF 4-12-2011 RFP#1011-55, CONTRACT#K-1011-147 050-9973-451.6101 PR0121 COMMODITY: PARK, PLAYGROUND, RECREAT SUBCOMMOD: PLAYGROUND EQUIPMENT (NOT	45000.00	EA	1.0000	45000.00	COUNCIL 4-12-2011

REQUISITION TOTAL: 45000.00

REQUISITION QUOTES

	VENDOR NAME
45000.0000	REX PLAYGROUND EQUIPMENT
44971.9000	GAME TIME/CUNNINGHAM ASSOC.
44558.5000	CARTER RECREATION
44762.0000	POWER PLAY
42955.5800	HUNTER KNEPSHIELD
44388.3900	WILLIAMS RECREATION DESIGNS
45000.0000	CHILDREN'S SPECIALTIES
45000.0000	POWER PLAY
45000.0000	CHILD'S PLAY
44995.0000	ACS PLAYGROUND ADVENTURES

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05099734516101	Capital Projects Construction	PR0121 Eastwood& Walnut Ridge Pk	100.00	45000.00
					45000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 12

Text File Number: GID-1011-21

Introduced: 3/28/2011 by Major JD Younger, Staff Services

Current Status: Consent Item

Version: 1

Matter Type: Authorization for Purchase

Title

CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF A 911 RECORDER SYSTEM UPGRADE IN THE AMOUNT OF $78,200 FROM TRAVIS VOICE AND DATA FOR THE POLICE DEPARTMENT.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of a 911 recorder system upgrade in the amount of $78,200 from Travis Voice and Data for the Police Department.

ACTION NEEDED: _____

Body

BACKGROUND: In 1998, the City purchased a 911 Mercom audio recorder to replace an aging and out-of-date system. The recorder has logged the City's 911 calls, Public Safety Communications Center non-emergency calls and various public-safety radio channels.

The hardware has been in place and operating 24/7 since it was installed with very few hardware upgrades or replacements. The system received a software upgrade in 2005 to allow recording of additional channels without adding additional hardware. In 2005, the City also changed the media storage format from a hard cased DVD RAM type cartridge to an online storage system.

DISCUSSION: The City's 911 recorder had a life expectancy of 6-8 years. The System has surpassed this expectation by 5-7 years. Call volumes and expectations exceed the capability of the current version of the recorder. The City has recently changed the data storage system to a current and more efficient type of system to which the recorder needs to be adapted.

This purchase is proposed to be a sole-source upgrade. Upgrading the current platform will allow the City to retain our current licenses and allow the retrieval of the City's two years of archives. The City has a good working relationship with the current recorder company. The recorder also provided the City a long length of service. An upgrade of the hardware and software for the current system would allow the City to address several deficiencies and allow for the immediate replacement of the system that is currently failing to meet the minimum needs of the City.

Audiolog Upgrade Quotation

TRAVIS VOICE & DATA

VERINT POWERING ACTIONABLE INTELLIGENCE

Date: **14-Mar-2011**

This quote expires 60 days from the date of creation.

Reseller: **Travis Voice & Data**

End-User: **City of Norman Police Department**

Prepared by: Sean Miller / Matthew Varner

Quote ID: 39AAD938ACB8

Notes: Upgrade current Audiolog to Version 5.0

Solely with respect to this Order, Verint may increase the annual Support Fee for the first successive Support Term by no more than five percent (5%) above the 12-month value of the fee paid for the first initial Support Term (which begins 60 days after shipment of the Product(s) and runs for twelve (12) months thereafter).

Part Number	CS#	Description	Qty	Price (Each)	Price (Extended)
		64 ch 911 Recorder			
C89-170-3305	51100719	Upgrade 3.x license w/o QM to oRec	56	$135.00	$7,560.00
C89-170-3306	TBD	Upgrade 3.x license w/o QM to QM	8	$185.00	$1,480.00
C89-170-3321	51100827	Upgrade 3.x Server license	1	$625.00	$625.00
C89-170-3205	TBD	3000-Series ALMAXPRO-QuadCore-VoIP, 3x143GB SAS, WIN2003, 5PCI	1	$5,964.00	$5,964.00
C89-170-3253	51100721	LD2409 board, 24 analog ports	1	$3,012.00	$3,012.00
C89-170-3252	51100826	NGX2400 board (NGX with 24 channels digital station recorder)	2	$2,611.00	$5,222.00
C89-170-3312	51100669	Audiolog Premium Maintenance (per annum)	1	$612.00	$612.00
C89-170-0343	TBD	Training by Verint (or Verint sub-contractor) of Audiolog Interaction Quality software (USA-only)	1	$2,000.00	$2,000.00
		16 ch TLR (Smartnet, SMDR - System Watch)			
C89-170-3305	51100719	Upgrade 3.x license w/o QM to oRec	16	$135.00	$2,160.00
C89-170-3321	51100827	Upgrade 3.x Server license	1	$625.00	$625.00
C89-170-3324		5.X Server License (CAS) for Customer Supplied PC	1	$2,500.00	$2,500.00
C89-170-3206	TBD	3000-Series ALMAXPRO-QuadCore-TLR, 3x143GBSAS, 2x73GBSAS, WIN2003, SQL2005, 5PCI	1	$7,377.00	$7,331.00
C89-170-3253	51100721	LD2409 board, 24 analog ports	1	$3,012.00	$3,012.00
C89-170-3312	51100669	Audiolog Premium Maintenance (per annum)	1	$318.00	$897.00
				PRODUCT & 2nd TIER MAINTENANCE SUB-TOTAL	**$43,000.00**
				ON-SITE INSTALLATION & TRAINING	$10,000.00
				DEDICATED VERINT SUB-TOTAL	**$53,000.00**
		Vitualization Equipment for CAS & Verint AIQ			
NS4-4PDAE	TRA-ISG	4G DAE Factory or Field Install	2	$3,000.00	$6,000.00
NS-SA07-020U	TRA-ISG	2TB 7200RPM SATA II Disk w/4GB FC Upgrade	12	$1,600.00	$19,200.00
				GRAND TOTAL	**$78,200.00**

Upgrade Involves:

Recording of 14 Radio frequencies (Up to 16) with trunked radio integration for talk group radio ID capture via Genesis

Genesis to provide same signalling as SystemWatch

Quality Assurance and Screen Recording of up to 8 positions

Recording of 6 four wire digital telephone handsets (up to 8)

Recording of 11 two wire digital handsets with D-Channel Integration (Up to 16)

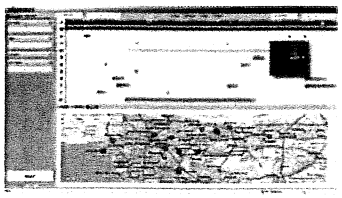
Recording of up to 24 miscellaneous analog signals for 911, trunks, dispatch console feeds, overhead microphones, etc..

CAS server acts as centralized storage and access. Treats 2 acquisition nodes (Trunked Radio & Telephony) as 1 system.

Contact: Sean Miller
Regional Sales Manager

Office: 800-743-1797 Ext. 165
Mobile: 405-388-6399
E-Mail: SMiller@TravisVoice.com
Offices in Oklahoma City & Tulsa

NENA Next Generation Partner Program



PURCHASE REQUISITION NBR: 0000184766

STATUS: IS REVIEW (5301-5310)

REQUISITION BY: JSCHERTNER

REASON: RECORDER UPGRADE

DATE: 4/05/11

SHIP TO LOCATION: POL-ADMINISTRATION

SUGGESTED VENDOR: 2744 TRAVIS VOICE AND DATA

DELIVER BY DATE: 4/06/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	RECORDER UPGRADE AND INSTALLATION COMMODITY: RADIO COMMUNICATION, TELE SUBCOMMOD: TELECOMMUNICATION EQUIPME	1.00	EA	53000.0000	53000.00	
2	2 TB DATA STORAGE AND INSTALLATION COMMODITY: RADIO COMMUNICATION, TELE SUBCOMMOD: TELECOMMUNICATION EQUIPME	1.00	EA	25200.0000	25200.00	

REQUISITION TOTAL: 78200.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	02460394215304	Telecommunication Equip. Computer Software		100.00	53000.00
2	02460394215304	Telecommunication Equip. Computer Software		100.00	25200.00
					78200.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

ON AGENDA FOR CITY COUNCIL APPROVAL 4/12/11

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 13

File Number: GID-1011-22

Introduced: 3/28/2011 by James F ullingim, Fire Chief

Current Status: Consent Item

Version: 1

Matter Type: Authorization for Purchase

title

CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF A BREATHING AIR COMPRESSOR IN THE AMOUNT OF $41,500 FROM TESCORP TO BE USED AT FIRE STATION NO. EIGHT.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of a breathing air compressor in the amount of $41,500 from Tescorp to be used at Fire Station No. Eight.

ACTION TAKEN: _____

body

BACKGROUND: The purchase of a Breathing Air Compressor (BAC) for the purpose of filling self-contained breathing apparatus cylinders has been a planned element of the Fire Station #8 construction project. This item is being provided separately from the construction contract in an effort to achieve a cost savings.

DISCUSSION: This breathing air compressor will be capable of filling the mobile cascade system as well as individual cylinders to the required 6000-psi thereby maximizing the efficiency of the Fire Departments breathing air supply.

Written quotes were obtained from three vendors in the amounts of $44,398, $42,300, and $41,500. After a thorough review it is recommended that the lowest quote of $41,500, submitted by Tescorp representing Bauer Compressors, be accepted.

RECOMMENDATION: It is recommended that City Council approve the purchase of a breathing air compressor for Fire Station 8 in the amount of $41,500 from Tescorp. Funds for this purchase are in the FYE 11 budget, Capital Fund, Project FT0002, Fire Station 8 Materials (account number 050-9377-419.63-01).

CITY OF NORMAN
FIRE DEPARTMENT
NORMAN, OKLAHOMA

TABULATION OF QUOTES

The following is a tabulation of quotes received for a Breathing Air Compressor for installation in Fire Station 8 for the Norman Fire Department. This item has been budgeted for Fiscal Year 2011 in Account 050-9377-419.61-01 Capital Fund, Fire Station No. 8, Project No. FT0002.

Vendor:	**Total Price:**
1. Tescorp P.O. Box 471453 Tulsa, OK 74147	$41,500.00
2. August Industries 2811 Eisenhower Street Carrollton, Texas 75007	$42,300.00
3. Bauer Compressors, Inc. 1328 Azalea Garden Road Norfolk, Virginia 23502	$44,398.00

RECOMMENDATION: It is recommended that the purchase be made from Tescorp as the best quote.

TESCORP
Compressor & Pump Specialists

PO Box 471453
Tulsa, Oklahoma 74147
Phone: 1-800-874-7719
Fax: 918-665-3951

March, 11, 2011

Norman Fire Department
Attn. Eric Spor

Re: compressor quote

1. Bauer UNIII-13H-E3 compressor package with Electronic CO monitor, regulated remote fill and 4 ASME storage cylinders.

Total price including delivery, setting compressor in the station and start-up/training $ 41,500.00

Delivery aprox. 8 weeks aro

Regards,

Charlie Zurmehly
Sales Engineer
TESCORP
1-800-874-7719
www.tescorp.com

PURCHASE REQUISITION NBR: 0000184766

STATUS: IS REVIEW (5301-5310)

REQUISITION BY: JSCHERTNER

REASON: RECORDER UPGRADE

DATE: 4/05/11

SHIP TO LOCATION: POL-ADMINISTRATION

SUGGESTED VENDOR: 2744 TRAVIS VOICE AND DATA

DELIVER BY DATE: 4/06/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	RECORDER UPGRADE AND INSTALLATION COMMODITY: RADIO COMMUNICATION, TELE SUBCOMMOD: TELECOMMUNICATION EQUIPME	1.00	EA	53000.0000	53000.00	
2	2 TB DATA STORAGE AND INSTALLATION COMMODITY: RADIO COMMUNICATION, TELE SUBCOMMOD: TELECOMMUNICATION EQUIPME	1.00	EA	25200.0000	25200.00	

REQUISITION TOTAL: 78200.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	02460394215304	Telecommunication Equip. Computer Software		100.00	53000.00
2	02460394215304	Telecommunication Equip. Computer Software		100.00	25200.00
					78200.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

ON AGENDA FOR CITY COUNCIL APPROVAL 4/12/11

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 14

File Number: GID-1011-23

Introduced: 3/28/2011 by Sergeant Jennifer Newell, Community Relations **Current Status:** Consent Item

Version: 1 **Matter Type:** Donation

Title

CONSIDERATION OF THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF $1,000 FROM WAL-MART FOUNDATION TO BE USED BY THE POLICE DEPARTMENT TO PURCHASE A POWER POINT PROJECTOR TO BE USED FOR SCHOOL AND COMMUNITY EVENTS.

ACTION NEEDED: Motion to accept or reject a donation in the amount of $1,000 from Wal-Mart Foundation to be used by the Police Department to be used to purchase a power point projector to be used for school and community events and, if accepted, increase Organizational Donations (010-0000-365.13-73) by $1,000 and appropriate $1,000 to Minor Equipment & Tools / Minor Office (010-6022-421.36-05).

ACTION TAKEN: _____

Body

BACKGROUND: For the past several years, the Wal-Mart located on North Interstate Drive, has made an application on our behalf to the Wal-Mart/Sam's Foundation. This year, we received $1,000.

DISCUSSION: As part of our return to Community Policing, we have trained patrol officers, communication officers, animal welfare officers, as well as two inspectors from the fire department in TEAM (Teaching Educating and Mentoring). We anticipate doing many presentations in schools and eventually for community groups. We need a power point projector to ensure we have the necessary equipment to provide a quality presentation. Any money over and above the cost of the projector would be used for costs or supplies for community events.

RECOMMENDATION: It is recommended the City of Norman accept the donation of $1,000 from the Wal-Mart Foundation into Contributions-Organizations, account 010-0000-365.13-73 and appropriate funds to Minor Office, account 010-6022-421.36-05.

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 15

File Number: GID-1011-24

Introduced: 3/31/2011 by Jim Spearman, Grants Coordinator

Current Status: Consent Item

Version: 1

Matter Type: Grant

Title

CONSIDERATION OF THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF $3,085.50 FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE TO BE USED BY THE POLICE DEPARTMENT TO PURCHASE BULLETPROOF VESTS.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $3,085.50 from the United States Department of Justice/Bureau of Justice Assistance to be used by the Police Department to purchase bulletproof vests; and, if accepted, increase Project No. GP0001, Bulletproof Vest Grant, Other Revenue (022-0000-331.13-23) by $3,085.50 and appropriate $3,085.50 to Uniform & Clothing/Safety & Protective (022-6032-421.35-02).

ACTION TAKEN: _____

Body

BACKGROUND: The U.S. Department of Justice/Bureau of Justice Assistance (DOJ/BJA) informed the Norman Police Department of the approval for funding under the FYE 2008 Bulletproof Vest Partnership Grant Program (CFDA #16.607) in the amount of $3,085.50. The purpose of the grant is to provide bulletproof vests for Norman Police Officers.

DISCUSSION: The U.S. Department of Justice/Bureau of Justice Assistance (DOJ/BJA) Bulletproof Vest Partnership Program provides up to 50% funding for the purchase of bulletproof vests for police officers. This grant would reimburse the City for bulletproof vests purchased before October 1, 2011. We intend to use the funds to purchase additional vests.

RECOMMENDATION: It is recommended the Council accept the grant and direct the Finance Department to reimburse revenue account 022-0000-331-13.23, Project # GP0001 for $3,085.50 and appropriate $3,085.50 to expenditure account 022-6032-421-3502.

Section Payment > Request Payment > Request Payment Results

OMB #1121-0235
(Expires: 10/31/2006)

Your request for payment has been forwarded to the Department of Justice for review and processing.

This process may take several weeks to complete. An email payment advisory will be sent to the Point of Contact and the Financial Point of Contact when the payment is electronically transmitted by the U. S. Treasury to the jurisdiction's bank account. Additionally, you may check the status of your payment request by selecting option 5.2 'Payment History', in the Jurisdiction's Handbook. To avoid late payment charges and interest penalties, jurisdictions should pay vest distributors promptly, if financially able. Otherwise, vest distributors should be advised routinely of the status of their pending invoice(s).

For your reference, a summary of the data which you have submitted appears below.

Receipts Summary

Funds From	Ordered Date	Retail Total Cost	Discount Total Cost	Funds Year Limit	Maximum BVP Payment
Regular Fund	09/21/2009	$20,358.00	$20,358.00	up to FY2008	$10,179.000
Total Costs		$20,358.00	$20,358.00		$10,179.000
BVP Portion of Payment Requested					$10,179.00

Payment Worksheet

Fund Source	Balance	Deobligate Date	Drawdown Amount
FY2008 Regular Fund	$0.00	08/31/2012	$3,085.50
FY2010 Regular Fund	$10,110.27	08/31/2012	$0.00
Total Payment			$3,085.50
Short Payment			$0.00

* Important: You can click on the 'Print Screen' button below to keep a copy for your records.

Print Screen

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 16

Text File Number: GID-1011-25

Introduced: 3/28/2011 by James Fullingim, Fire Chief

Current Status: Consent Item

Version: 1

Matter Type: Grant

Title

CONSIDERATION OF THE ACCEPTANCE OF A GRANT FROM THE OKLAHOMA OFFICE OF HOMELAND SECURITY IN THE AMOUNT OF $1,350 TO BE USED BY THE FIRE DEPARTMENT TO PURCHASE PROMOTIONAL ITEMS AND EQUIPMENT FOR PUBLIC OUTREACH.

ACTION NEEDED: Motion to accept or reject a grant from the Oklahoma Office of Homeland Security in the amount of $1,350 to be used by the Fire Department to purchase promotional items and equipment for public outreach; and, if accepted, increase Emergency Management Grant (022-0000-331.13-60) by $1,350; and appropriate $1,350 to Project No. GF0066, Emergency Management/CC Corps Grant, Other Supplies/Materials-Miscellaneous (022-9508-422.31-99).

ACTION TAKEN: _____

Body

BACKGROUND: The mission of Citizen CORPS is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, public health issues, and disasters of all kinds. Through the committees already established, the Norman Office of Emergency Management administers Citizen's CORPS opportunities for training, technical assistance, grants and support to local effort in volunteerism and public participation.

DISCUSSION: The Oklahoma Office of Homeland Security released a notification of funding availability for local Citizens CORPS Programs through the FY2008 Homeland Security Grant Program. During the month of February 2011, The Norman Office of Emergency Management applied for and was awarded $1,350 under the grant proposal. This grant requires no matching funds. Based on the needs of the program, items requested for funding included promotional items for public outreach, power extension cords, display boards, ice chests, office step stool, and general administrative office supplies.

RECOMMENDATION: Based upon the above and foregoing discussion, it is recommended that the City Council approve the acceptance of the grant in the amount of $1,350 under the FY2008 Homeland Security Grant Program; receipt funds into Special Revenue Fund, Emergency Management Grants (account 022-0000-331.13-60) and further appropriate said funds into Emergency Management Grant/Miscellaneous (account 022-9508-422.31-99). The expenditure and revenue accounts project number is GF0066.

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#**	**Award Amount** $1,350.00
City of Norman **Steve Lewis, City Manager** **PO Box 370** **201 West Gray** **Norman, OK 73070**	**Award Number** **#130.011** **Award Effective Date** **9/3/2008** **Project Period** **9/1/2008 – 7/31/2011**
Project Title/IJ Homeland Security Grant Program Citizen Corps Program; MRC / IJ #8	**CFDA** **97.053** **(OKOHS # 97.053 - 3300)**
Method of Payment **Reimbursement** Applicable Funds **Homeland Security Grant Program** **FY 2008** (CCP - Local)	**Region** 6 **County** **Cleveland**

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** EM Coordinator	
Name Steve Lewis		**Name** David Grizzle	
Telephone 405-366-5402	**Fax**	**Telephone** 405-292-9780	**Fax**
Email Steve.lewis@normanok.gov		**Email** David.grizzle@normanok.gov	
Signature of Primary Authorized Official: **(Required)** Date		Signature of Secondary Authorized Offi2cial. **(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 July 31, 2011
- 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 1-7 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: March 21, 2011
RE: Oklahoma Office of Homeland Security 2008 Homeland Security Grant Program; Citizen Corps MRC; # 130.011

Your agency has been selected to receive funding in the amount of $1,350.00, (the "Proposed Award"), pursuant to the Oklahoma Office of Homeland Security ("OKOHS") fiscal year 2008 Homeland Security Grant Program (the "2008 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 2008 Citizen Corps Program (CCP) provides resources for States and local communities to: 1) bring together the appropriate leadership to form and sustain a Citizen Corps Council; 2) develop and implement a plan or amend existing plans to achieve and expand citizen preparedness and participation; 3) conduct public education and outreach; 4) ensure clear alerts/warnings and emergency communications with the public; 5) develop training programs for the public, for both all hazards preparedness and volunteer responsibilities; 6) facilitate citizen participation in exercises; 7) implement volunteer programs and activities to support emergency responders; 8) involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes; and 9) 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 $1,350.00 for your Citizen Corps MRC project.

The 2008 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2008 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS/OKOHS grant programs, the 2008 Program is a reimbursement grant.
The process requires the following actions:

(1) Acceptance of the terms and conditions of the 2008 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 2008 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 April 8, 2011** Post Office Box 11415, Oklahoma City, Oklahoma 73136.0415.

Should you have questions or need additional assistance contact Robbie Foster at 405-425-7296 or by e-mail at rfoster@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 _____ 2011:

Government/Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

2008 Grant Master
Summary Of Approved Items
Updated: 03-18-11

3/21/2011
10:01 AM

Award ID	Subgrantee	Agency	Category	Project Description	ITEM (Approval Requested)	UnitCost	Qty	Total	March 2011 Approvals	2008 Revised Award	Total Apprvd. To Date	Checks Written	Current Available
130.011	Norman, City of	EM	OAE	MRC	Velcro Display Board	$ 290.00	1	$ 290.00	$ 290.00	$ 1,350.00	$ 1,350.00		$ 1,350.00
130.011	Norman, City of	EM	OAE	MRC	Velcro Pads	$ 4.79	2	$ 9.58	$ 9.58				
130.011	Norman, City of	EM	OAE	MRC	Push Pins	$ 3.19	2	$ 6.38	$ 6.38				
130.011	Norman, City of	EM	OAE	MRC	Promotional Items (Not to exceed $500.00)	$ 500.00	1	$ 500.00	$ 500.00				
130.011	Norman, City of	EM	Power	MRC	Extension Cords (2-1 each size)	$ 49.63	1	$ 49.63	$ 49.63				
130.011	Norman, City of	EM	Power	MRC	Multi Strips (Power cords)	$ 4.98	6	$ 29.88	$ 29.88				
130.011	Norman, City of	EM	OAE	MRC	Duct Tape	$ 3.38	4	$ 13.52	$ 13.52				
130.011	Norman, City of	EM	OAE	MRC	Ice Chest	$ 27.72	2	$ 55.44	$ 55.44				
130.011	Norman, City of	EM	OAE	MRC	Cable Ties	$ 14.97	2	$ 29.94	$ 29.94				
130.011	Norman, City of	EM	OAE	MRC	Step Stool	$ 52.98	1	$ 52.98	$ 52.98				
130.011	Norman, City of	EM	LSE	MRC	Work Tote	$ 14.97	5	$ 74.85	$ 74.85				
130.011	Norman, City of	EM	OAE	MRC	Cord Cover	$ 39.00	6	$ 234.00	$ 234.00				

3/21/11

Schedule "C"

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 17

Text File Number: GID-1011-26

Introduced: 3/9/2011 by James Fullingim, Fire Chief

Current Status: Consent Item

Version: 1

Matter Type: Grant

Title

CONSIDERATION OF THE ACCEPTANCE OF A CITIZEN'S CORPS GRANT IN THE AMOUNT OF $5,000 FROM THE OFFICE OF HOMELAND SECURITY TO BE USED FOR PUBLIC OUTREACH AND EDUCATION EFFORTS DURING THE MEDIEVAL FAIR HELD APRIL 1 THROUGH 3, 2011.

ACTION NEEDED: Motion to accept or reject a Citizen's CORPS grant in the amount of $5,000 from the Office of Homeland Security to be used for public outreach and education efforts during the Medieval Fair held April 1 through 3, 2011 ; and, if accepted, increase the Special Revenue Fund (022-0000-331.13-60) by $5,000 and appropriate $5,000 to Project No. GF0065, MR Corps - NACCHO Grant, Other Supplies and Materials - Miscellaneous (022-9508-422.31-99).

ACTION TAKEN: _____

Body

BACKGROUND: The City of Norman Citizens CORPS Council, administered by the City of Norman Office of Emergency Management, participates with the Oklahoma Medical Reserve CORPS as the administrator for the Cleveland County Medical Reserve CORPS. During a recent application period Norman Emergency Management, as Coordinator for the Cleveland County Medical Reserve CORPS, applied for and received approval of a grant from the National Association of County and City Health Officials in the amount of $5,000.00. This grant is awarded to the City of Norman as the administrator to be used in support of Cleveland County Medical Reserve CORPS activities.

DISCUSSION: The Medical Reserve Corps (MRC) program's main objective is establishing a system to identify, train, and organize medical and public health professionals, as well as volunteers to supplement and support on-going emergency response systems and personnel. The Cleveland County MRC is responsible for training local volunteers, conducting public outreach and participating in the local emergency planning effort. On agreement with the Oklahoma MRC Coordinator, Norman Emergency Management coordinates training, conducts planning meetings, and manages the local MRC program. The funding provided will be to support the operations of the Cleveland County Medical Reserve CORPS. Expenditures will follow the guidance under the FY08 Homeland Security Grant Program, Citizens CORPS Programs. Priority of funding will go to public outreach and education; this grant will initially support an outreach effort during the annual Medieval Fair being held on April 1-3, 2011. The MRC members will be distributing literature about pandemic viruses and methods of dealing with them such as mass immunizations and inoculations. The funds will be used to rent a tent, construct displays, and print script messages, as well as support the volunteers with food and required

items. On January 10, 2011, approval of the grant request was forwarded to the City of Norman. Necessary documentation was completed and returned for processing. In March 2011 the signed agreement and the check for the grant was received.

RECOMMENDATION: Based on the above and foregoing discussion, staff recommends that the City Council approve the acceptance of the grant in the amount of $5,000; receipt funds into Other Revenue: Emergency Management Grant (account 022-0000-331.13-60) and further appropriate said funds into Other Supplies/Materials/Miscellaneous (account 022-9508-422.31-99). The expenditure and revenue accounts project number is GF0065.

MRC Capacity Building Award Application 2010

333 - Oklahoma Region 6 - Cleveland County MRC

Submitted: Sep 13, 2010

» Print This Page

MRC Demographic Information

MRC Unit ID Number: 333

MRC Unit Name: Oklahoma Region 6 - Cleveland County MRC

MRC Unit Region: Region VI

Administrative Contact:
Mr. David Grizzle

Mailing Address:
Office of Emergency Management
415 E. Main
Norman , OK 73071

Contact Information:
Phone: (405)292-9780
Fax: (405)292-9785
E-mail address for notification: david.grizzle@normanok.gov

Part 1: Demographics

MRC Unit ID Number and Name
333, Oklahoma Region 6 - Cleveland County MRC

HHS Region
6

MRC Unit Leader Name
Mr. David Grizzle

Administrative Contact person (if different from MRC Unit Leader)

E-mail addresses of all individuals who should be notified of application status (Note: limited to 2 addresses in addition to applicant. Please inform these individuals that they will be notified)
david.grizzle@normanok.gov
james.fullingim@normanok.gov

E-mail address of individual who will complete the evaluation survey david.grizzle@normanok.gov

Legal Name of Sponsoring/Housing Agency (Note: Legal name must match exact spelling on tax forms):
City of Norman

Sponsoring/Housing Agency's Employer Identification Number (Tax ID): (ex: 12-3456789):
73-6005350

Sponsoring/Housing Agency Address Information:
Office of Emergency Management

415 E. Main

Norman , OK 73071

Authorized Signer: (Authorized Signer is identified as the individual authorized to sign contracts on behalf of the sponsoring/housing agency.)
David Grizzle
Emergency Management Coordiantor

Authorized Signer Phone:

Authorized Signer Fax:

Authorized Signer E-mail:
david.grizzle@normanok.gov

Part 2: Previous Capacity Building Awards (CBAs)

Did your unit receive an MRC Capacity Building Award in 2006-2007?
No

Did your unit receive an MRC Capacity Building Award in 2007-2008?
Yes

Did your unit receive an MRC Capacity Building Award in 2008-2009?
Yes

Did your unit receive an MRC Capacity Building Award in 2009-2010?
Yes

If yes, please describe how your unit utilized the funding. If funding was not utilized according to the budget in previous application, please explain how the unit notified NACCHO of the change.
The funding received was utilized in accordance with the budgetary request. Primary funding expenditures was to support the booth at the annual Medieval Fair (25%) Community Outreach materials for the event and material for sustainment training and just in time training for the volunteers was ~25%. A first time unplanned internal expense of bank fees of $240 was incurred. The remaining money has priority toward the remaining events in the budget request.

Have you updated your profile on the MRC website (www.medicalreservecorps.gov) at least once every three months? These updates should include Basic Unit Information, Jurisdiction Information, Points of Contact, Emergency Contact Information, Unit Volunteers, Unit Activities and all Additional Unit Information.
Yes

Current Status and Capacity Building

Please provide the following items/statements from your MRC Unit Profile:

Unit Description:
The Medical Reserve Corps, Unit 333, is a part of the City of the City of Norman Oklahoma Citizens CORPS. The Unit trains and mobilizes with the Cleveland County Health Department and the State of Oklahoma Health Department. The Unit constantly trains to assist the local, county and state health officials in time of crisis. Monthly training coordination is concurrent with the City of Norman Citizens CORPS program. Sustainment training throughout the year provides for a variety of opportunities to maintain skills and enhance capability during times of emergencies. The Unit participates in a variety of community events and major large event venues. The unit is partnered with the Red Cross, VOAD, County mental health services, OEM, Citizen Corps, and other County resources to develop a coordinated response to a disaster. The Unit does not limit its recruitment to licensed health and medical personnel, rather it encourages additional volunteers with various skills sets that can compliment and support the health care professionals. This unit is recruiting members for its MRC by making presentations and/or delivering brochures to its community events, schools libraries, professional meetings and other community gatherings. The unit has over 475 registered volunteers and several volunteers are part of the core volunteers for the City of Norman. The primary training tool is through the State of Oklahoma MRC website that has developed a core curriculum based on the suggested MRC core competencies. The training is complemented through attendance at regularly schedule monthly meetings with the City of Norman Citizens CORPS. These MRC volunteers will be included in exercises being planned by the County and State Health Department. We encourage all prospective volunteers to register with the MRC by going to www.okmrc.org. Please contact the Cleveland County MRC Coordinator shown in this listing for further information or assistance.
Mission Statement:
The mission of Citizen Corps is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds. The mission of the Medical Reserve Corps (MRC) is to improve the health and safety of communities across the country by organizing and utilizing public health,

medical and other volunteers. The mission of this MRC unit is to provide highly trained and motivated volunteers to fulfill missions requested during times of emergency and sustain the volunteers through challenging, meaningful and dynamic training and community events.

Goals/Objectives:

Goals and Objectives: • Promote and strengthen the Medical Reserve Corps program by hosting three events during the year • Provide community members with opportunities for training monthly • Develop outreach for the community preparedness and recruiting • Aid in the organization of special projects and community events • Encourage cooperation and collaboration • Provide assistance during crisis times through facilitation and guidance of the transition of information • Maintain updates of information during crises including press release information as well as maintain information logs • Drive local citizen participation by coordinating Medical Reserve CORPS programs, assisting in the development of community action plans • Comply with program requirements set forth by the Office of the Civilian Volunteer Medical Reserve Corps necessary to maintain national affiliation. • Recognize OKMRC volunteers for their valuable contribution and the positive impact they have on their community

Please describe your unit's organizational structure.

The team is structured as part of the City of Norman's Citizens CORPS and on an agreement with the State MRC Coordinator is administered as a County unit. Locally the administration of training, recruiting and coordination of community events are conducted by the City of Norman Citizens CORPS. If State or National events occur requiring volunteer's participation they will be activated by the State. The Norman Office of Emergency Management is the coordinating office for the program.

Please describe your strategic planning process.

Planning for deployment of MRC volunteers at the strategic level is coordinated by the State Department of Health. This unit focuses planning based on guidance given from the State Health Department and integrates it at the Operational and Tactical level.

Please describe at least three activities your unit has undertaken in the last 12 months.

Emergency Response - Blizzard December 2009: The State of Oklahoma ranks in the top five in the nation in natural disasters. Highly trained, motivated and available volunteers are a key part of the response phase of any natural disaster. During a 4 day period 6 volunteers assisted in the local emergency operations center. This allowed city employees the ability to perform their dedicated job. The Health Department liaison coordinated immediate needs from the operations center to the State and County Health Depts. Emergency Response - January 2010 Ice Storm: The State of Oklahoma ranks in the top five in the nation in natural disasters. Highly trained, motivated and available volunteers are a key part of the response phase of any natural disaster. During a 3 day period 4 volunteers assisted in the local emergency operations center. This allowed city employees the ability to perform their dedicated job. The Health Department liaison coordinated immediate needs from the operations center to the State and County Health Depts. Members of this unit assisted an adjoining county in their shelter operation. Community Preparedness Event - Medieval Fair March 2010: The annual University of Norman Medieval Fair attracts 200 to 300 hundred thousand people. This unit hosts a booth that educates the public regarding the Bubonic Plague and how it relates to modern day medical mass population threats. This year we included information regarding tobacco use and provided information on help to stop smoking. Emergency Response - Tornado May 2010: On May 10, 2010, 11 tornados caused excessive damage in the state of Oklahoma with two dead. Four of the eleven tornados struck within the jurisdiction of this unit. During May 10, 2010 and continuing over several weeks, volunteers of this unit responded to requests for assistance from the local emergency operations center. Several volunteers held positions in the EOC. This unit further provided volunteers to the Red Cross to support case assessment and mental health support. Volunteers were partnered with the City of Norman damage assessment teams and went on ground to view and document the extent of the destruction. Hundreds of hours of volunteer time were given during this major disaster event. Shelter Planning - June 2010: On June 15-16, 2010, members of this team traveled to and participated in a planning exercise establishing the initial planning phase of operating a shelter for the State of Louisiana. Oklahoma has an agreement with Gulf Coast states to provide support should they need such during hurricane season. One major venue of support is shelter operations.

Please describe how your MRC unit has worked with in the community, such as local public health, medical and emergency services system (this includes response and other public health activities).

Several key items of community involvement are mentioned in the multiple events of response documented above. Along with the response events, this Unit participates in multiple training and exercises throughout the year. These are, but not limited to: MIPS Exercises, State Health Department exercises, local hospital exercises. Community events for outreach involving raising the public awareness for preparedness and medical common sense programs, such as promoting hand washing are a key part of the activities.

Please describe your unit's projected activities for the next 12 months.

This unit's participation in the Annual Medieval Fair continues to be a great success. This past Fair included the inclusion of research regarding tobacco and the uses during those times to present day. This event will be the primary community event for the Unit. Following that event, participation in schedule drills and exercise for the next fiscal year will be included on the planning calendar. Community outreach events at smaller venues upon request will be added. Participation in opportunities such as the annual Long Term Care Workshop and the Safe Kids programs will be scheduled as time and volunteers are available.

Please describe the aspects of unit administration (i.e., member screening, communications, volunteer recruitment, recognition, etc.) that you would like to develop for the MRC unit with the help of this award?
The State of Oklahoma has a unique program for the Medical Reserve CORPS. It is controlled at the State Level, but implemented locally. Member screening, back ground checks, identification cards and mass communications lies under their control with some access by the local County Administrators. Locally this Unit would like to develop leadership positions at the local level and task willing volunteers to function more in the administration of the program.

Please provide a detailed budget for the expected use of the CBA funds. Note the expected award amount is $5,000 for all MRC units (including both new and previously unfunded) units. To view a sample budget, click here.
Budget items will include but not limited to: Participation in the MEDIEVAL Fair $2000 (Tent rental, rehab items for volunteers, costumes, outreach material, signage) Participation in the Long Term Care Facility workshop $250 (Printing costs, refreshments, staff costs, travel costs) Temporary Staff $1000 (Additional labor for the administration of the program) Participation in hosting a Safe Kids Technician Class $1000 (Funded only if remaining funds are available from other priorities or if local support can be acquired) The remaining budget ($750) will be to support the community outreach and the local health department. Expenses may include allowable items such as rental of storage space for equipment, software for office computer, equipment for volunteers, training materials, etc. Other allowable items identified in the current Homeland Security Planning Guidance for Citizens CORPS programs may be acquired.

Please describe how your MRC leaders and volunteers have received training in the Incident Command System (ICS) and the National Incident Managements System (NIMS) in the last 12 months.
The County MRC Coordinator is a Public Safety Instructor. Courses are schedule based on a yearly training schedule and as needed to meet the demand.

Please describe how your unit has implemented the MRC Core Competencies as part of your training program in the last 12 months.
Promotion for the completion of the core competencies through the State of Oklahoma MRC website and schedule during monthly meetings provides several opportunities for volunteers to complete the training. Random mailings (email) are provided to this units volunteer listing as reminders for training.

Please describe how your unit has utilized MRC-TRAIN as part of your training program in the last 12 months.
This unit promoted MRC-TRAIN to the volunteers and provides information regarding the opportunity on how to access the program.

Please describe how your MRC unit has integrated with your State volunteer registry (ESAR-VHP). If integration is not currently occurring, please explain your plans for integration and describe how your MRC unit verifies the credentials of members with professional licenses/certifications (at a minimum, to ensure that licenses are current and unencumbered).
The MRC program is a State controlled County implemented system. The ESAR-VHP registry is controlled at the State level. Verification of credentials are gathered by the best means possible and entered in to the State system. Verification of information falls under the responsibility of the State.

Does your MRC unit have the following? (check all that apply.)

Recruitment strategy
Yes

Volunteer management strategy
Yes

Evaluation strategy
Yes

Training strategy
Yes

Operations strategy (with procedures for utilizing volunteers: activation, deployment, emergency operations, demobilization and deactivation)
Yes

Financial/sustainability strategy
Yes

If any boxes are not checked, please provide explanations.

Has your MRC unit participated in the following MRC network activities in the last 12 months? (Check all that apply.)

State, regional and/or national MRC meetings or conferences
Yes

Share information with other MRC units (listserv, promising practices, training resources, etc.)
Yes

Annual MRC Technical Assistance (TA) assessments conducted by MRC Regional Coordinators
Yes

Interactions with MRC Regional Coordinator and/or State Coordinator
Yes

If any boxes are not checked, please provide explanations.

Agreements

Attendance of a MRC sponsored national summit and/or regional MRC meeting is preferred.
No

All CBA awardees are required to update their profiles (including the "Additional Unit Information" section) on the MRC website at least once every three months. Click here for information on profile update requirements. If awarded, do you agree to update your profile according to these requirements?
Yes

All CBA awardees are required to participate in Technical Assistance assessments with the MRC Regional Coordinators. If awarded, do you agree to participate in these Technical Assistance assessments?
No

All CBA awardees are required to respond to NACCHO if contacted to participate in a CBA evaluation survey. If awarded, do you agree to participate in this survey?
No

Letters of Support

Please attach *two* signed letters of support. The letters of support must be on official letterhead and from *two separate and distinct* key local government or community stakeholder organizations other than your unit's sponsoring/housing agency.

Note: Departments within the same organization (e.g. State Department of Health) are considered one organization and may only write one letter of support.

The documents should be scanned and saved in PDF format.

Letters of support must include the following components

-Must be on official letterhead
-Must include a signature (hand-signed)
-Must be dated *within 3 months* of the application due date
-Must include a description of the relationship between the organization and the MRC unit
-Must include contact information for the letter author

Letter of Support:
/eweb/Upload/MRCCBA2010_333_12289_Document1.jpg
2nd Letter of Support:
/eweb/Upload/MRCCBA2010_333_12289_Document2.jpg

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Devra Smith

From: David Grizzle
Sent: Wednesday, March 09, 2011 10:27 AM
To: Devra Smith
Subject: FW: 2010 - 2011 Capacity Building Award Notification

From: Rebecca Gehring [mailto:rgehring@naccho.org]
Sent: Tuesday, January 04, 2011 2:57 PM
To: David Grizzle
Subject: 2010 - 2011 Capacity Building Award Notification

January 4, 2011

Dear Unit 333 - Oklahoma Region 6 - Cleveland County MRC:

The Office of the Civilian Volunteer Medical Reserve Corps (OCVMRC) and the National Association of County and City Health Officials (NACCHO) are pleased to inform you that your application was approved for a 2010-2011 MRC Capacity Building Award (CBA). We look forward to you implementing the concepts and strategies presented in your application to build your organizational capacity and thereby enhance your community's resiliency.

Please confirm receipt of this email by January 31, 2011 at rgehring@naccho.org. **The contract will be sent to you in a separate e-mail by January 10, 2011.**

The following steps must be completed in order for your unit to receive the CBA:

1) Print **TWO (2)** copies of the contract. Each copy of the contract must have an original signature of the individual authorized to sign contracts identified in your original application.
2) Please indicate your organization's full mailing address including STREET ADDRESS if it is not already on the contract. **Note: NACCHO cannot mail your contract or check to a PO Box**. Failure to provide a street address will delay processing of your payment.
3) If you need to make changes to the contact information (Authorized Signer Name/Title, phone, EIN, address) on the contract, you may do so by crossing out the incorrect information, hand-writing the correct information, and initialing next to the changes. If revisions to the contract language must be made, you need to submit the revision request in writing, to Rebecca Gehring at rgehring@naccho.org or Moira Tsanga at mtsanga@naccho.org by **April 29, 2011; revision requests made after this date risk forfeiture of the award.**
4) To process your contracts, please sign the last page of the contract, the Certification of Non-Debarment or Suspension.
5) Mail **BOTH** copies of the contract to:
   Contracts Specialist

National Association of County and City Health Officials
1100 17th St. NW
Second Floor
Washington, DC 20036

6) If all instructions are correctly followed, you should receive a countersigned contract and a check by mail approximately one month from the date we received your signed contract.

By accepting the CBA funding, you are agreeing to comply with the following "reporting requirements":

- You agree to update your unit's profile (including contact information, volunteer numbers, unit activities, and additional unit information) *at least once every three months* on the www.medicalreservecorps.gov web site.
- You agree to participate in Technical Assistance Assessments or comply with other requests for information from OCVMRC, including your MRC Regional Coordinator, and NACCHO.
- You agree to participate in NACCHO follow-up surveys regarding how your CBA funding was spent.

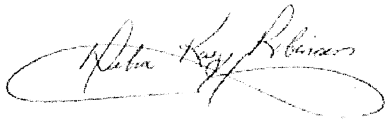
Please see http://www.naccho.org/topics/emergency/MRC/CapacityBuildingAwards.cfm for guidance on using the CBA funding. Please keep in mind that:

- **CBA funding must be spent according to the budget description provided in your application.** Any proposed changes to your budget *must be* e-mailed to both your MRC Regional Coordinator and NACCHO (mrcfunding@naccho.org). You should send your proposed budget amendments with a "read receipt" via email and keep the receipts in your records file.
- CBA funding is not a grant and therefore there is *no required deadline* to spend the funds. Please note that the contract period ends July 31, 2011 – this does not mean that funds must be spent by the end of the contract period; however, it is the date by which NACCHO must have received your unit's signed contract and the funds disseminated to your housing organization. Contract extensions *will not be granted.*
- **Contracts received after July 29, 2011 will not be processed and your application approval will be rescinded.**

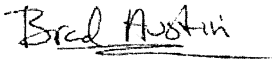
If you have any questions, please contact Chicquita Hairston at chairston@naccho.org or (202) 507-4224.

Thank you for your commitment to the Medical Reserve Corps mission.

Sincerely,



Debra Kay Robinson
Project Director, Medical Reserve Corps, Public Health Preparedness
National Association of County and City Health Officials (NACCHO)



CAPT Brad Austin, MPH, FACHE

3/9/2011

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 18

Text File Number: LL-1011-12

Introduced: 3/24/2011 by Wayne Stenis, Planner II

Current Status: Consent Item

Version: 1

Matter Type: Limited License

Title

LIMITED LICENSE NO. LL-1011-12: LIMITED LICENSE TO PLACE FOUR (4) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FIREHOUSE ART CENTER, FRED JONES, JR., MUSEUM OF ART, AND JACOBSON HOUSE FOR LUNCHEON ON THE GRASS TO BE HELD AT LIONS PARK ON MAY 22, 2011.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1011-12 to place four (4) ground banners within the public rights-of-way pursuant to a request from the Firehouse Art Center, Fred Jones, Jr., Museum of Art, and Jacobson House; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Body

BACKGROUND: Section 18-308 states:

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

DISCUSSION: The Firehouse Art Center, Fred Jones Jr Museum of Art, and Jacobson House will host their annual Luncheon on the Grass at Lions Park on May 22nd. They have requested permission to place four banners in the rights-of-way at various locations around the community to inform the public of this event. The signs are 4 x 8 in size, and are vinyl material attached to poles. They will be in place between May 1st and May 23rd and will be removed right after the event.

The applicant has been advised that banners should not be located to obstruct any sight triangle and the proposed locations do not create any obstruction. A copy of the letter of request, application, and sign locations are attached for reference.

RECOMMENDATION: Staff has prepared the license in accordance with their request, and presents it to the Council for their consideration. Conditions may be attached, if the Council desires. Staff supports granting this Limited License, for the specified time period.

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

Date 3/23/11

Name of Applicant "Firehouse Art Center", Fred Jones Junior Museum of Art & Jacobson House

Address 444 South Flood Avenue Telephone Number 329-4523
Norman, OK 73069

Number of Banners 4

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

(1) Symmes & Flood (2) 24th & W Main, (3) 24th & W. Robinson & (4) 12th & Alameda

Banner/Sign Size 4' x 8'

Type of Banner/Sign Vinyl

Wording of Banner/Sign LUNCHEON ON THE GRASS
MAY 22nd 1-3

Duration of Use May 1st - May 23rd.

Event to be held at
LIONS PARK

LIMITED LICENSE NO. 1011-12

LIMITED LICENSE TO PLACE FOUR (4) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FIREHOUSE ART CENTER, FRED JONES, JR., MUSEUM OF ART, AND JACOBSON HOUSE FOR LUNCHEON ON THE GRASS TO BE HELD AT LIONS PARK ON MAY 22, 2011.

An Application has been filed by the Firehouse Art Center, Fred Jones Jr., Museum of Art, and Jacobson House for a Limited License to place four (4) ground banners within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

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

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

License limited to a 23-day period from May 1 through May 23, 2011.

Any special conditions which may be imposed by the City Council.

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

Approved this 12th day of April, 2011.

CITY OF NORMAN

_____
Mayor

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 19

Text File Number: LL-1011-13

Introduced: 3/25/2011 by Wayne Stenis, Planner II

Current Status: Consent Item

Version: 1

Matter Type: Limited License

Title

LIMITED LICENSE NO. LL-1011-13: LIMITED LICENSE TO PLACE FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE NORMAN ROUNDUP CLUB FOR THE 89ER DAY RODEO TO BE HELD APRIL 29 AND 30, 2011.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1011-13 to place four (4) signs within the public rights-of-way pursuant to a request from the Norman Roundup Club; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Body

BACKGROUND: Section 18-308 states:

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

DISCUSSION: The Norman Roundup Club will host the annual open rodeo on April 29 and 30, 2011. They have requested permission to place four banners in the rights-of-way at various locations around the community to inform the public of this event. The signs are 4 x 6 in size, and are plywood material attached to posts. They will be in place for approximately two weeks before the event, and will be removed right after the event (April 13 - May 1).

They have been advised that banners should not be located to obstruct any sight triangle or create any obstruction. A copy of the application, including locations, is attached for reference.

RECOMMENDATION: Staff has prepared the license in accordance with their request, and presents it to the Council for consideration. Conditions may be attached, if the Council desires. Staff supports granting this Limited License, for the specified time period.

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

Date March 15, 2011

Name of Applicant Norman Roundup Club – Sharon Jones

Address Post Office Box 731, Norman, OK 73070 Telephone Number (405) 360-2371
(406-5306)

Number of Banners/Signs Four

Location of Banners (If list is lengthy you may attach separate sheet or map)
East Franklin and 12th Avenue N.E.
Franklin and Porter Avenue
60th Avenue NE and Alameda
60th Avenue SE and Highway 9

Banner Size 4' X 6'

Type of Banner Plywood Signs

Wording of Banner Open Rodeo – April 29 and 30 at 8:00 p.m. Contact 406-5306

Duration of Use. April 13 through May 1, 2011

Because of their unique location within the public right-of-way, such banners shall not be placed so as to interfere with legitimate traffic and safety concerns.
Additionally, these are intended to be of benefit to the community at large and not private commercial advertising, although they may contain a sponsor's identification on a minor portion of the sign.

LIMITED LICENSE NO. 1011-13

LIMITED LICENSE TO PLACE FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE NORMAN ROUNDUP CLUB FOR THE 89ER DAY RODEO TO BE HELD APRIL 29 AND 30, 2011.

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

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

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

License limited to a 20-day period from April 13 through May 2, 2011

Any special conditions which may be imposed by the City Council.

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

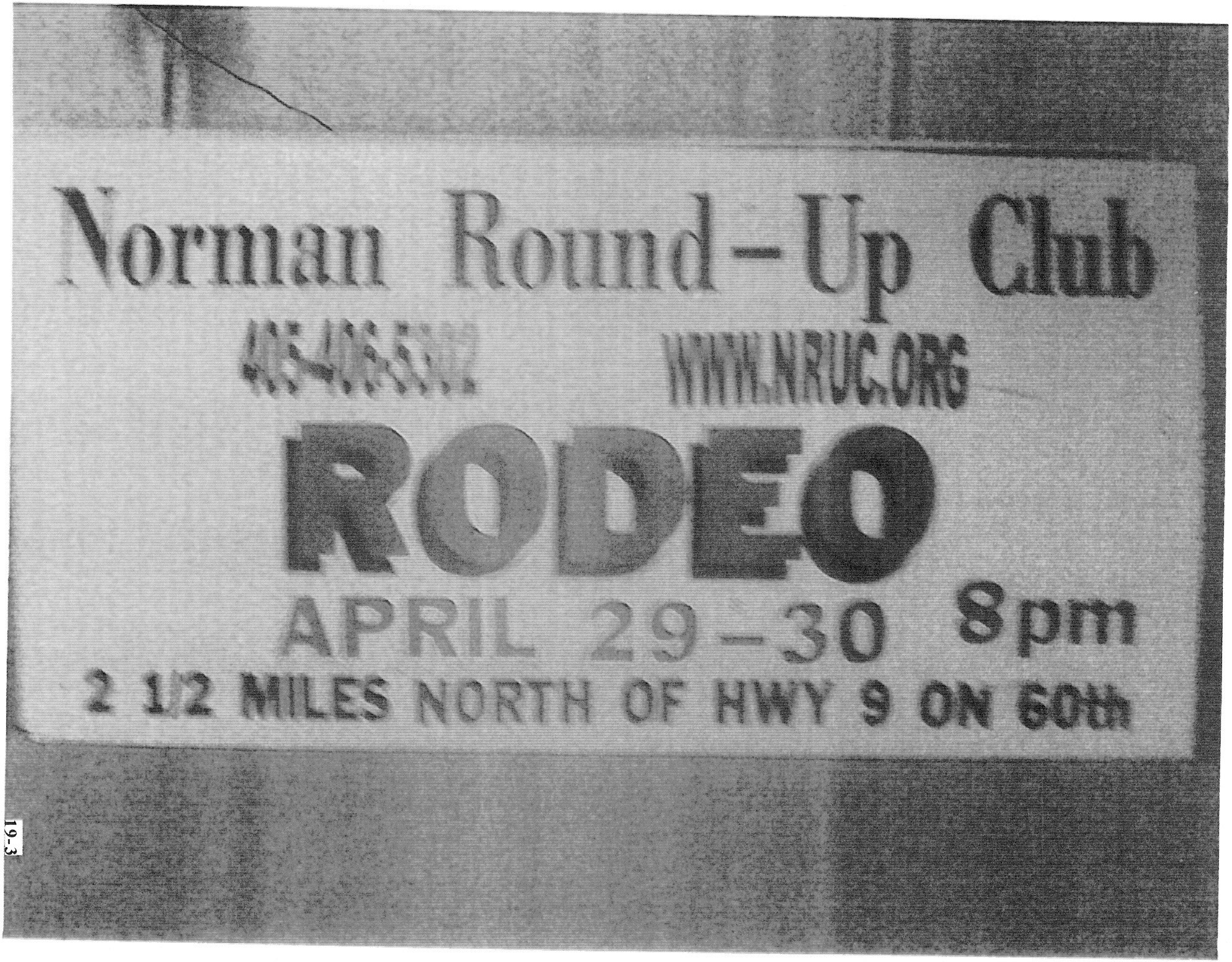
Approved this 12th day of April, 2011.

CITY OF NORMAN

_____
Mayor

ATTEST:

_____
City Clerk


Norman Round-Up Club
WWW.NRUC.ORG
RODEO
APRIL 29 – 30 8pm
2 1/2 MILES NORTH OF HWY 9 ON 60th

19-3

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 20

Text File Number: LL-1011-14

Introduced: 3/30/2011 by Wayne Stenis, Planner II

Current Status: Consent Item

Version: 1

Matter Type: Limited License

Title

LIMITED LICENSE NO. LL-1011-14: LIMITED LICENSE TO PLACE FIVE (5) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM ARVEST BANK ON BEHALF OF ST. JUDE CHILDREN'S RESEARCH HOSPITAL FOR THE ST. JUDE DREAM HOME GIVEAWAY TO BE HELD JUNE 26, 2011.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1011-14 to place five (5) signs within the public rights-of-way pursuant to a request from Arvest Bank on behalf of St. Jude Children's Research Hospital; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Body

BACKGROUND: Section 18-308 states:

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

DISCUSSION: St. Jude Children's Research Hospital is holding their annual Dream Home Giveaway on June 26, 2011. They have teamed with the Arvest Bank to inform the public of the event. Arvest Bank, on behalf of St. Jude Children's Research Hospital, is requesting permission to place five signs in rights-of-way adjacent to their properties in Norman. The signs are 2 x 2 in size, and are metal attached to poles. They will be in place for approximately three months before the event, and will be removed right after the event (April 1 - June 21). The applicant has been advised that signs should not be located to obstruct any sight triangle or create an obstruction. A copy of the application and sign locations are attached for reference.

RECOMMENDATION: Staff has prepared the license in accordance with their request, and presents it to the Council for consideration. Conditions may be attached, if the Council desires. Staff supports granting this Limited License, for the specified time period.

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

Date 3/29/11

Name of Applicant Arvest Bank

Address PO Box 55500 OKC 73155 Telephone Number (405) 671-8221 BRENDA Gaunt

Number of Banners (5)

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

200 E. Main Street

1375 SE 12th Ave.

3615 W. Main

1355 W. Lindsey

3601 W. Tecumseh Road.

Banner/Sign Size 2'x2' - St. Jude Hospital - Great Home Giveaway -

Type of Banner/Sign Yard Sign

Wording of Banner/Sign "WIN THIS HOUSE" Help Fight Childhood Cancer - St. Jude Children's Research Hospital

Duration of Use April 1st - June 21st 2011

LIMITED LICENSE NO. 1011-14

LIMITED LICENSE TO PLACE FIVE (5) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM ARVEST BANK ON BEHALF ST. JUDE CHILDREN'S RESEARCH HOSPITAL FOR THE ST. JUDE DREAM HOME GIVEAWAY TO BE HELD JUNE 26, 2011.

An Application has been filed by Arvest Bank on behalf St. Jude Children's Research Hospital for a Limited License to place five (5) signs within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

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

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

License limited to a 70-day period from April 13 through June 21, 2011.

Any special conditions which may be imposed by the City Council.

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

Approved in Open Meeting this 12th day of April, 2011.

CITY OF NORMAN

_____

Mayor

ATTEST:

_____

City Clerk

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 21

Text File Number: K-0708-114 Amend #3

Introduced: 3/29/2011 by Scottie Williams, Utilities Superintendent

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

AMENDMENT NO. THREE TO CONTRACT NO. K-0708-114: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND THE BOARD OF COUNTY COMMISSIONERS FOR CLEVELAND COUNTY EXTENDING THE CONTRACT UNTIL APRIL 22, 2012, FOR THE LEASE OF PROPERTY LOCATED AT THE WEST ENTRANCE OF THE CLEVELAND COUNTY FAIRGROUNDS ON PORTER AVENUE NORTH OF ROBINSON STREET TO BE USED AS A DROP OFF RECYCLING CENTER.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to approve or reject Amendment No. Three to Contract No. K-0708-114 extending the contract until April 22, 2012; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: The Norman Municipal Authority (NMA) approved Contract No. K-0708-114 with the Board of County Commissioners for Cleveland County on April 22, 2008 to lease an area of approximately 120 feet by 120 feet for placement of an eastside recycling center. The lease is renewable annually under the same terms and conditions for up to ten additional years, if agreeable to both parties.

DESCRIPTION: Contract No. K-0708-114 allowed the NMA to lease Cleveland County Fairground property, located at the west entrance off Porter Avenue, for the eastside recycling center at no charge for one year. In exchange, the NMA paved the recycling center area and installed trees adjacent to the site at locations determined by the Fairground Board. Amendment No. 1 to Contract No. K-0708-114 was executed May 12, 2009 to extend the contract term through April 22, 2010. Amendment No. 2 to Contract No. K-0708-114 was executed April 13, 2010 to extend the contract term through April 22, 2011.

Thanks to the continued cooperation between the Cleveland County Board of Commissioners and the City of Norman, almost 370 tons of recyclable material was collected at the Fairgrounds recycling location last year. This material was kept out of the landfill and off the streets, which is a great benefit to the community. Amendment No. 3 to Contract No. K-0708-114 would extend the contract through April 22, 2012.

RECOMMENDATION: Staff recommends approval of Amendment No. 3 to Contract No. K-0708-114 with the Board of County Commissioners for Cleveland County extending the contract term through April 22, 2012.

Amendment No. 3
Contract K-0708-114

In connection with Contract K-0708-114, by and between the Norman Municipal Authority and the Board of County Commissioners for Cleveland County, the following changes are hereby authorized this _____ day of _____, 2011.

1. Contract term is extended until April 22, 2012.

No other changes to contract terms or conditions are made.

IN WITNESS WHEREOF, this Agreement was approved and executed by the Norman Municipal Authority this _____ day of _____, 2011.

THE NORMAN MUNICIPAL AUTHORITY

ATTEST:

_____ _____
Secretary Cindy S. Rosenthal, Chairman

IN WITNESS WHEREOF, this Agreement was approved and executed by the Board of County Commissioners for Cleveland County this 28th day of March, 2011.

BOARD OF COUNTY COMMISSIONERS FOR CLEVELAND COUNTY

By: _____
Rod Cleveland

_____
George Skinner

_____
Rusty Sullivan, Chairman

ATTEST:

_____
Tammy Howard, County Clerk

REVIEWED for form and legality this 1st day of April, 2011.

_____
City Attorney

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 22

Text File Number: K-1011-82

Introduced: 3/30/2011 by Jennifer Gray, Telecommunications Administrator **Current Status:** Consent Item

Version: 1 **Matter Type:** Contract

Title

CONTRACT NO. K-1011-82: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND SPRINT SPECTRUM L.P., FOR THE RELOCATION OF TELECOMMUNICATIONS EQUIPMENT FROM THE LINDSEY STREET WATER TOWER TO THE MONOPOLE AT 668 EAST LINDSEY STREET AND TERMINATION OF CONTRACT NO. K-0607-141.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-82 with Sprint Spectrum, L.P.; and, if approved, authorize the execution thereof and terminate Contract No. K-0607-141.

ACTION TAKEN: _____

Body

BACKGROUND: The Norman Utilities Authority approved Contract No. K-0607-141 on April 24, 2007 with Sprint Spectrum L.P. to lease space for telecommunications equipment on the Lindsey Water Tower. The term of the contract was 5 years. Since this time, the City of Norman acquired ownership, through a contract with Verizon, of a monopole at the Lindsey Street Maintenance Facility. In the City of Norman project list, it is planned to remove the water tower at this location. City staff has been working with vendors located on the Lindsey water tower to acquire new leases and move their equipment to the monopole in order to execute the removal of the water tower.

DESCRIPTION: Staff notified Sprint Spectrum of our plans to remove the water tower and the need to relocate their equipment. We addressed locations of their pad and building at the monopole site, heights of their equipment, and the removal of all equipment and materials from the current location at the water tower.

Staff negotiated a new contract with Sprint with a new effective date and an increase in monthly rent. The increase will be from $1236 to $2000 monthly. There will be a 3% increase annually on the anniversary date of the contract. The contracts have the option to renew two additional terms of five years each.

RECOMMENDATION: Staff recommends the City of Norman terminate Contract No. K-0607-141 and execute Contract No. K-1011-82 with Sprint Spectrum L.P. to lease space for telecommunications equipment placed on the Lindsey Street yard monopole.

Lease Agreement by and between Sprint Spectrum L.P. And The City of Norman

Site Name: Lindsey St & Hwy 77 **Site ID #: OK25XC367-A**

This Lease Agreement ("Agreement") is entered into as of _____ by Sprint Spectrum L.P., a Delaware limited partnership ("Tenant") and The City of Norman, Oklahoma, a Municipal Corporation ("Owner"). Owner acknowledges receiving One Dollar ($1.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner owns the property described on **Exhibit A** attached ("Owner's Property"). Owner leases to Tenant the site (consisting of a portion of Owner's Property) described below:

☒ Land consisting of approximately Two Hundred square feet for construction of:
☒ Shelters and/or base station equipment and
☒ Tower space at the One Hundred Eighty foot level on the tower for attachment of antennas;

generally in the location(s) shown on **Exhibit A** attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Tenant (the "Site"). The Site may be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures (the "Facilities"). All of the Facilities will remain Tenant's personal property and are not fixtures. Any visual or textual representation of the Facilities on **Exhibit B** is illustrative only, and does not limit the rights of Tenant as provided for in this Agreement. Tenant will use the Site in a manner which will not disturb the occupancy of Owner's other tenants. Tenant will have access to the Site and Facilities to install, repair, replace, remove, modify or maintain its Facilities. Such access is subject to the terms and requirements as noted in Section 4 of this Agreement.

The location of the equipment and property to be constructed and installed on the Leased Premises and on the tower and Tenant's use of said premises and tower shall in no way interfere with the Owner's use thereof and the location of such equipment and property shall be approved by the Director of Utilities of the City of Norman before being installed or constructed by Tenant.

Tenant shall at its expense complete all make ready work and install its equipment and antennas in accordance with the plans and specifications prepared by Tenant and submitted to Owner for approval. Owner shall have thirty (30) working days to review said construction plans and approve them, or in the alternative, to advise Tenant of necessary changes. Tenant shall not commence construction until said approval has been received from Owner. Tenant further agrees to comply with all applicable rules and regulations of the Federal Communications Commission and all applicable local building and electrical codes.

2. Term. This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 45 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 2 additional terms of 5 years each (each a "Renewal Term"), unless Tenant or Owner provides the other with written notice of its intention not to renew not less than one hundred eighty (180) days prior to the expiration of the then-current five-year term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period, defined as the time between the Effective Date and the Term Commencement Date.

During the Due Diligence Period, Tenant will be permitted to enter Owner's Property to perform surveys, inspections, investigations and tests, including signal, topographical, geotechnical, structural and environmental tests to determine the physical condition, suitability and feasibility of the Site. Such access is subject to the terms and requirements as noted in Section 4 of this Contract. If Tenant determines, that the Site is not appropriate for Tenant's intended use, then Tenant may terminate this Agreement upon notice to Owner at any time prior to the end of the Due Diligence Period with the understanding that in such event, Tenant shall pay to Owner a lump sum termination fee in the amount of Two Thousand Dollars and no/100 ($2,000.00). Upon termination of this agreement, Tenant shall restore, at its sole cost and subject to Section 11.1, the Site and Facility to its original condition excluding any and all reasonable wear and tear.

3. Rent. Starting on the Term Commencement Date and then on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of Two Thousand and 00/100 Dollars ($2,000.00). Rent for any partial months will be prorated. The Rent will be increased on the first day of each year by three percent (3%) of the monthly installment of rent payable during the previous year. If the Renewal Term commences on any day other than the first day of a calendar month, then the rent will not be increased until the first day of the first calendar month following the commencement of each Renewal Term. At Tenant's request, Owner may provide Tenant with an IRS approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner. Rent will be sent to the following address:

City of Norman
Attn: Accounts Receivable
P.O. Box 370
Norman, Oklahoma 73070

4. Title and Quiet Possession. Owner represents and warrants that: (a) it is the owner of Owner's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Tenant is permitted to use. Both Owner and Tenant represent and warrant that: (a) it has the right to enter into this Agreement; and (b) the person signing this Agreement has the authority to sign.

4.1 Tenant Access. Tenant may access the Site 24 hours a day, 7 days a week to install, repair, replace, remove, modify or maintain its Facilities. Tenant shall place a padlock on the gate at the site and use this to access the facilities.

Tenant's access to the tower or installation and construction of the Facilities shall not interfere with the maintenance or use of the Owner's Property, including, without limitation said tower, by Owner or other Tenants. The presence and operation of Tenant's Facilities must have minimal impact on the Owner's periodic maintenance work at the Owner's Property, including, but not limited to, tower inspections, painting and maintenance of other equipment.

Tenant shall at all times comply with security and confidentiality regulations provided to them in effect at the Owner's property. Information belonging to the Owner shall be safeguarded by Tenant to the same extent as Tenant safeguards their information of like kind relating to its own operation.

5. Assignment/Subletting. Tenant will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld or conditioned; provided, however, that Tenant will have the right, without consent of Owner, to sublease all or any portion of the Site or assign its rights under this Agreement in whole or in part to: (a) any entity acquiring substantially all of the assets of Tenant; or (b) any successor entity in a merger or consolidation involving Tenant. Tenant must provide Owner with notice of the change within thirty (30) days of its occurrence. Owner will not be entitled to any additional rent or other fees for its review or approval.

6. Notices. All notices must be in writing and mailed via U.S. mail, certified, with return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Tenant are to be sent to the address provided below. Notices to Owner must be sent to the address provided below.

Tenant's Address:

Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

Copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway, Overland Park
Kansas 66251-2020
Attn.: Real Estate Attorney

Owner's Address:

City of Norman
c/o Jennifer Gray
P.O. Box 370
Norman, OK 73070

7. Improvements. Tenant may, at its expense, make improvements on and to the Site after providing 30 days notice to Owner of such intention and receiving the consent of Owner which consent shall not be unreasonably withheld or conditioned. Tenant may update or replace its equipment installed on the tower after providing 30 days notice to Owner, provided that (i) the equipment is not greater in number or size than the leased equipment to include six (6) antenna 72"x 6.2" and weighing 28.6 lbs per antenna, six (6) TMA 7"x 14.4"x 4" and weighing 14.1 lbs per TMA and twelve (12) coaxial cables 1-5/8" in diameter; (ii) that the installation of such equipment does not structurally impact the tower any more than the leased equipment. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant shall remove the above-ground Facilities; provided that Tenant shall restore Owner's property subject to terms in Section 11.1. If Tenant adds additional equipment to the site after this agreement has been executed by both parties, Tenant may be subject to a rent increase.

8. Compliance with Laws. Owner represents and warrants that Owner's Property (including the Site) is in substantial compliance with building codes and other laws, codes and regulations of applicable governmental authorities. Tenant must comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Tenant shall resolve technical interference problems that the Facilities might cause with (i) other equipment located at the Site or (ii) Owner's equipment, (iii) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Tenant shall not permanently or unreasonably interfere with existing or future Owner's use and/or public use of public rights-of-way and public properties. Likewise, Owner will not permit or suffer the installation of any equipment on Owner's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site; provided that said use or installation is not for a public use or purpose.

Tenant represents and agrees that the installation and operation of its property and equipment shall not cause damage of any kind to Owner's tower structure or surrounding property and that Tenant shall in no way interfere with the use, repair and/or maintenance of such tower by Owner.

10. Utilities. Tenant will pay for all utilities used by it at the Site. Tenant will install its own meter and pay for its usage directly to the electrical provider. Utility easements should accompany this document. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Owner's Property adjacent to the Site after providing adequate notice to Owner and receiving consent.

11. Termination. Upon termination of this agreement, Tenant shall restore, at its sole cost and subject to Section 11.1, the Site and Facility to its condition immediately prior to Tenant's installation of its Facilities excluding reasonable wear and tear.

11.1. Backfill and Revegetation. Tenant shall promptly backfill all trenches, fill all holes caused by shrinkage or compaction, remove all excess dirt and shall leave all disturbed property in a solid and safe condition. The Tenant shall promptly restore all sodded areas to its original condition by placing slab sod on all disturbed areas and provide or arrange for regular watering until the sod is established. All such restoration shall be subject to the inspection and approval of Owner. If the Tenant shall fail to

make any restoration, repairs or do any work required by the provisions of this Contract within ten (10) days after receipt of written notice from the Owner, then the Owner will have the right to make such restorations, repairs or do such work at the expense of the Tenant, and the Tenant shall reimburse the Owner for the cost and expense of such repairs within thirty (30) days of tender of a bill. However, if Tenant is prevented from restoring, repairing or performing such work because of conditions beyond their control, Tenant, upon written request, shall be given a reasonable amount of time to perform said repairs or restoration as determined by the Owner before issuance of ten (10) days written notice.

11.2 Removal of Facilities. Tenant upon termination of this Agreement, shall within sixty (60) days, remove its personal property and restore the Leased Premises as nearly as reasonably possible to its original condition, reasonable wear and tear expected. In the event any equipment installed on the Leased Premises by Tenant is not timely removed, Owner will have the right to remove such equipment from the Leased Premises. Tenant agrees to be responsible to Owner for the costs of such removal.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below and any waiver of subrogation agreed to in Section 17, Owner and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or employees.. The indemnity obligations under this Section will survive termination of this Agreement for one year.

14. Hazardous Substances. Owner represents and warrants that it has no knowledge of any substance, chemical or waste on or affecting Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property. Owner agrees to indemnify, defend and hold harmless Tenant from any and all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Effective Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant represents and warrants it will not permit any chemical substance or hazardous waste to be brought upon, kept or used in or about Owners' property or premises by Tenant, its officers, representatives, agents, employees, contracts, or invitees. If Tenant breaches this obligation, Tenant shall indemnify, defend and hold harmless Owner from and against all Claims arising out of Tenant's breach. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Agreement.

15. Subordination. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date.

16. Property Taxes. Tenant shall pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Owner must pay all property taxes and assessments attributable to Owner's Property. Within 60 days after receipt of evidence of Owner's payment, Tenant will pay to Owner any increase in Owner's real property taxes which Owner reasonably demonstrates is attributable to any improvements to the Site made by Tenant.

17. Insurance. During the initial Term and all Renewal Terms, Tenant shall procure and maintain commercial general liability insurance, with limits of not less than $5,000,000 and shall provide to Owner a Certificate of Insurance evidencing the required coverage. Tenant shall procure and maintain, and shall require its contractors and sub-contractors, to procure and maintain before commencing any installation and/or maintenance work at the Site, commercial general liability in the amount of at least $5,000,000 combined single limit per occurrence, as well as worker's compensation and employers liability insurance with a responsible insurance company rated at least A- by A.M. Best, providing for the payment of compensation in accordance with the laws of the state where the property is located and with a limit of at least $1,000,000 per occurrence for employers liability coverage. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. If so, Tenant shall provide Owner Certificates of Insurance prior to execution and approval of this document by Norman City Council. The worker's compensation coverage obtained by Tenant shall include a waiver of subrogation in favor of the respective parties. Tenant shall each procure and maintain "all risk" property insurance on their respective property at the Site on a replacement cost basis. Further, Tenant and Owner each assume full risk of loss for any damage to its respective property. The limits of insurance required in this paragraph do not limit in any way the indemnification obligations under Section 13.

18. Maintenance. Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto.

19. Force Majeure. If the Site or Facilities are damaged or destroyed due to extraordinary event or act of nature, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation by giving notice to Owner forty-five (45) days following the date of such damage or condemnation. If Tenant elects not to terminate this Agreement, Rent shall be temporarily reduced in proportion to the actual reduction or abatement of use of the Site while Tenant makes repairs. The duration of repairs must be for a reasonable amount of time.

19.1 Destruction Due to Tenant's Activities. Tenant shall, at its expense, repair all damages to Owner's water tower which are a direct result of Tenant's activities. If Tenant fails to make such repairs within fifteen (15) working days after the damage occurs, Owner shall have the right to make all necessary and reasonable repairs and Tenant shall reimburse Owner for its reasonable expense within thirty (30) days of Owner presenting to Tenant a statement showing the cost of such repairs.

20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State of Oklahoma; (c) Owner agrees to allow Tenant to file a recordable Memorandum of Agreement in the form of **Exhibit C**, attached; (d) each party will execute, within 60 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

22. Venue and Interpretation. All parties hereto expressly agree that the venue of any litigation relating to or involving this Permit and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Cleveland County, Oklahoma. This contract will be interpreted in accordance with Oklahoma law.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B and C.

OWNER:
The City of Norman, Oklahoma, a Municipal Corporation

Approved as to form and legality this 4th day of April, 2011.

City Attorney

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

ATTEST:

Brenda Hall, City Clerk

Cindy Rosenthal, Mayor

TENANT:
Sprint Spectrum L.P., a Delaware limited partnership

By: _____

Name: Don Anderson

Title: It's authorized rep

Date: 3-21-11

Attach Exhibit A – Legal Description of Owner's Property
Attach Exhibit B – Site Plan
Attach Exhibit C - Memorandum of Agreement Form

OWNER NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was *(choose one)* ☐attested or ☐acknowledged before me this _____ day of _____, 20____, by *(choose one)* ☐_____ as an individual, ☐_____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐_____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

_____
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was *(choose one)* ☐attested or ☑acknowledged before me this 21st day of March, 20 11, by *(choose one)* ☑ Don Anderson as an individual, ☐_____, as it's authorized rep of Sprint Spectrum L.P., a _____ corporation, on behalf of the corporation, or ☐_____, partner or agent on behalf of _____, a Delaware limited partnership.

(AFFIX NOTARIAL SEAL)

SUSAN LANKFORD NOTARY PUBLIC WAKE COUNTY, N.C.

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF North Carolina

My commission expires:
2/9/2015

Susan Lankford
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

EXHIBIT A
TO SITE LEASE AGREEMENT

Legal Description of Owner's Property

The Owner's Property is located at 630 E. Lindsey St, situated in the City of Norman, County of Cleveland, State of Oklahoma, commonly described as follows:

Insert Legal Description:

PARENT TRACT DESCRIPTION

PARENT TRACT DESCRIPTION (Warranty Deed Book 82, Pages 395 and 396)
A tract of land described as follows: The East Sixty-six (66) feet of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), of Township Eight North (8N), Range Two West (2W), Cleveland County, Oklahoma, containing one acre, more or less. AND All that part of the East One-half (E 1/2) of the Northeast Quarter (NE/4) of Lot Three (3), Section Five (5), Township Eight North, Range Two West of the I.M., lying West of the A.T. & S.F. Right-of-way.

LESSEE'S LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner of said NE/4 NW/4; Thence South 89°46'10" West, along the North line of said NE/4 NW/4, a distance of 111.24 feet; Thence South 00°13'50" East a distance of 628.78 feet to the point of beginning; Thence South 05°40'43" East a distance of 10.00 feet; Thence South 84°19'17" West a distance of 20.00 feet; Thence North 05°40'43" West a distance of 10.00 feet; Thence North 84°19'17" East a distance of 20.00 feet to the point of beginning. Containing 200 square feet.

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

A 35.00 foot wide easement for ingress, egress purposes crossing a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma as described in Volume 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma. Said 35.00 foot wide easement being 17.50 feet on each side of the following described centerline: Commencing at a Mag Nail set for the Northeast corner of the above described 0.057 acre lease site; Thence S 84°26'16" W on the North line of said 0.057 acre lease site a distance of 25.00 feet to a point, said point being the Point of Beginning; Thence N 24°35'29" W a distance of 427.07 feet to a point; Thence N 00°40'13" W a distance of 170.86 to a point of termination on the South right of way line of Lindsey Street, a public road. Side lines of said 35.00 foot wide easement to be shortened or extended such as to begin on the North line of said 0.057 acre Lessee's lease site and terminate on the South right of way line of Lindsey Street, a public road to the North.

LESSEE'S UTILITY EASEMENT DESCRIPTION

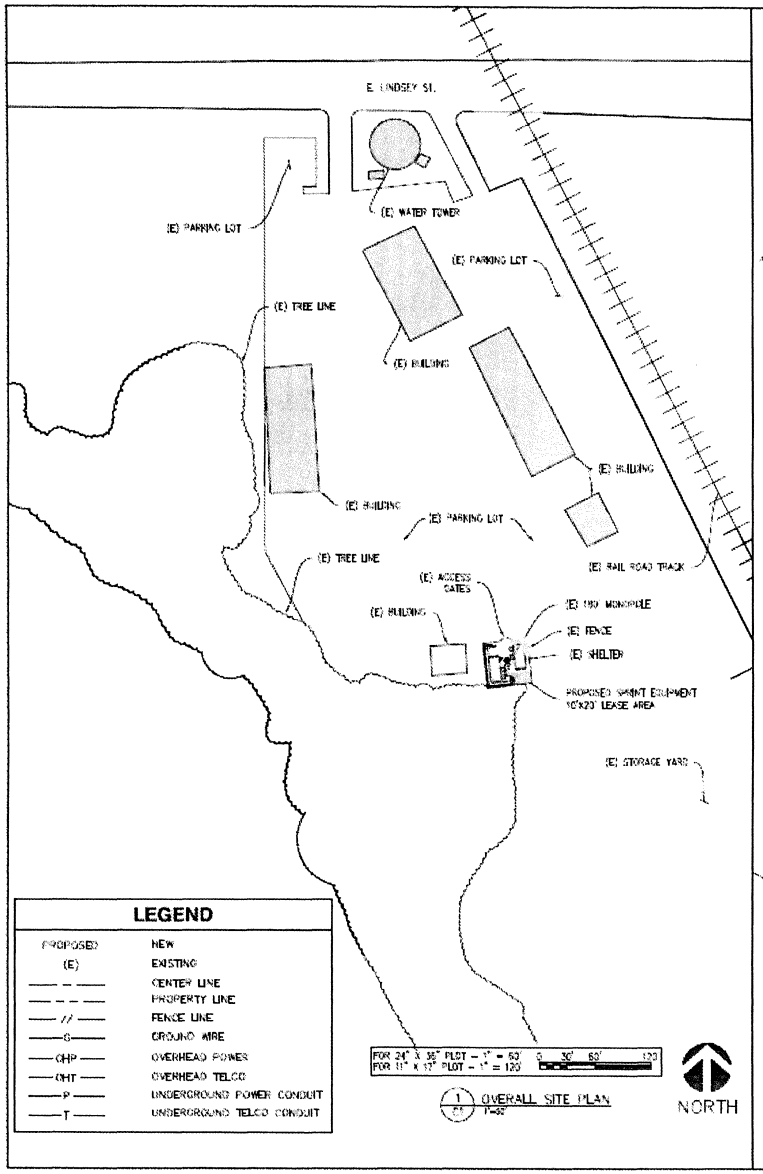
An Four feet (4') wide easement for utility purposes crossing a part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, the centerline being more particularly described as follows: Commencing at the Northeast corner of said NE/4 NW/4; Thence South 89°46'10" West, along the North line of said NE/4 NW/4, a distance of 111.24 feet; Thence South 00°13'50" East a distance of 628.78 feet to the Northeast corner of the above described lease area; Thence South 05°40'43" East, along the East line of said lease area, a distance of 10.00 feet to the Southeast corner of said lease area; Thence South 84°19'17" West, along the South line of said lease area, a distance of 20.00 feet to the Southwest corner of said lease area; Thence North 05°40'43" West, along the West line of said lease area, a distance of 1.00 foot to the point of beginning; Thence South 84°19'17" West a distance of 25.58 feet; Thence North 05°40'43" West a distance of 42.34 feet; Thence North 84°19'17" East a distance of 8.59 feet to an ending point at an existing utility rack.

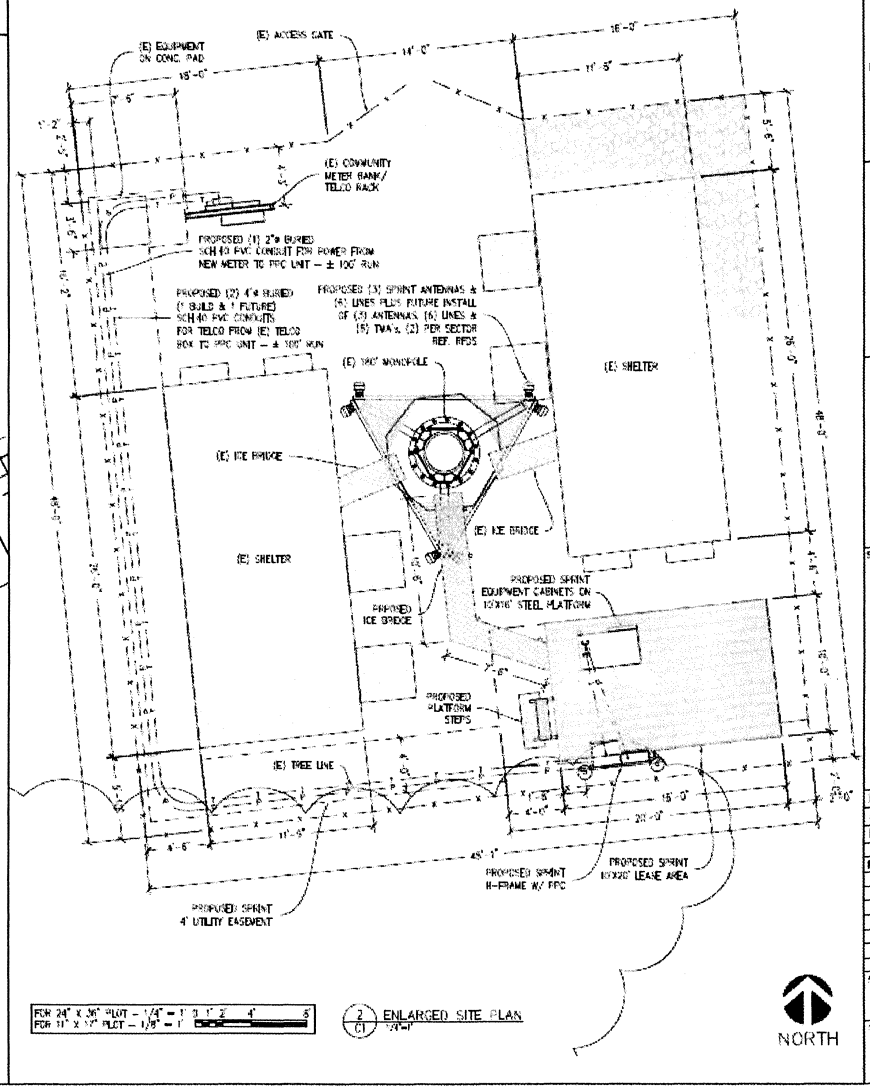
EXHIBIT B
TO SITE LEASE AGREEMENT

Site Plan

The Site is described as follows:

Insert Site Plan: See Attached Site Plan





PREPARED FOR:

VERTICOM
IDEAS. SOLUTIONS. RESULTS.

ON BEHALF OF:

Sprint

SPRINT SPECTRUM L.P.
1300 E. ROCHELLE BLVD.
IRVING, TEXAS 75062

CONSULTANT:

ALLPRO
CONSULTING GROUP, INC.

ACCI # 10-1965

SITE NUMBER:
OK25XC367-A

SITE NAME:
LINDSEY ST & HWY 77

SITE ADDRESS:
630 E. LINDSEY ST
NORMAN, OK 73069
(CLEVELAND COUNTY)

STAMP HERE:

03/11/11

DRAWN BY:	DL
APPROVED BY:	RS
DATE DRAWN:	06/01/10

REVISION

NO	DESCRIPTION	BY	DATE
0	PRELIMINARY CD	DL	07/12/10
1	REVISED PRELIMINARY CD	JJ	08/11/10
2	REVISED PER COMMENTS	CP	01/07/11
3	REVISED PER COMMENTS	RPS	02/11/11
4	REV PRELIM CD-RF COMMENTS	DL	02/26/11
5	FINAL CD	DL	03/11/11

SHEET TITLE:
OVERALL & ENLARGED SITE PLAN

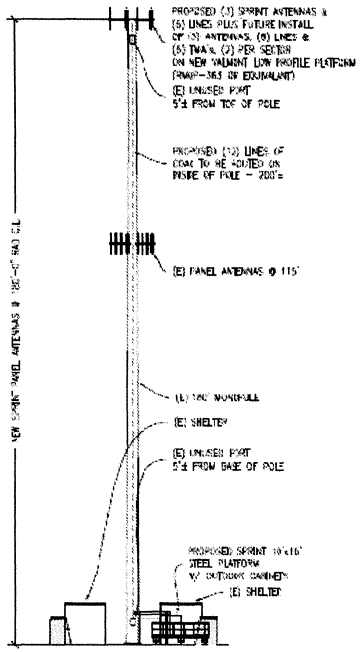
SHEET NUMBER:
C1

Site Plan–Elevation View

See Attached Site Plan-Elevation View

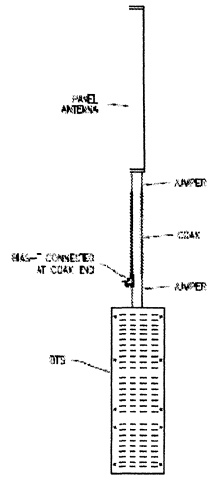
Note: Owner and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.



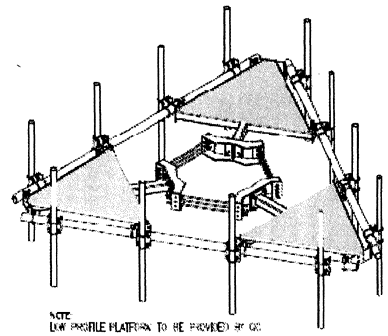
FOR 24" X 36" PLOT - 1/16" = 1' 0 4' 8' 16' 32'
FOR 11" X 17" PLOT - 3/64" = 1'

1 TOWER ELEVATION
SCALE 1/16" = 1'



2 ANTENNA ONE-LINE
NOT TO SCALE

ANALYSIS AND DESIGN OF TOWER AND FOUNDATION BY OTHERS. NO ERECTION OR MODIFICATION OF TOWER AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



NOTE
LOW PROFILE PLATFORM TO BE PROVIDED BY OC

MONOPOLE LOW PROFILE PLATFORM FOR 12 ANTENNAS

COMPLETE KIT INCLUDES RING MOUNT, (3) SUPPORT ARMS, GRATING, ANTENNA MOUNTING PIPES AND ALL HARDWARE

3 LOW PROFILE PLATFORM
NOT TO SCALE

NOTES:

1. CONTRACTOR TO FIELD VERIFY ANTENNA CABLE LENGTHS.
2. ALL MAIN CABLES WILL BE COLOR CODED AT THREE (3) LOCATIONS:
3. COLOR CODE ALL ANTENNA AND COAX WITH 2" WIDE BANDS OF COLORED TAPE WITH 1" SEPARATION BETWEEN BANDS.
4. COLOR CODE ALL TOP AND BOTTOM GROUND KITS WITH 1" WIDE BANDS OF COLORED TAPE WITH 1/2" SEPARATION BETWEEN BANDS
5. START COLOR BANDS 2" BEYOND WEATHERPROOFING.
6. START SECTOR COLOR NEXT TO END CONNECTION.
7. ALL MAIN CABLES WILL BE GROUNDED W/ COAXIAL CABLE GROUND KITS AT:
   - THE ANTENNA LEVEL
   - MID LEVEL IF TOWER IS OVER 200'
   - BASE OF TOWER JUMPER TO RUNNING HORIZONTAL
   - TERMINATION OF COAX LINES TO JUMPERS
8. ALL NEW GROUND BAR DOWNLEADS ARE TO BE CADWELDED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4FT BELOW GROUND BAR
9. PROVIDE BUSS BAR NEAR BTS FOR ATTACHMENT OF RRMA COAX GROUND KITS

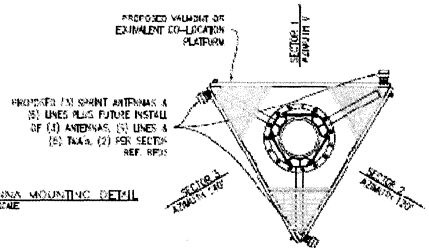
COAXIAL ANTENNA CABLE NOTES:

1. THE ANTENNA COAXIAL CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING SPRINT WITH A TYPE-RATED SWEEP TESTS (ANTENNA RETURN LOSS TEST). THIS TEST SHALL BE PERFORMED TO THE SPECIFICATIONS AND PARAMETERS DEFINED BY THE SPRINT RADIO FREQUENCY (RF) ENGINEER. THIS TEST SHALL BE PERFORMED PRIOR TO FINAL ACCEPTANCE OF THE SITE.
2. THE COAXIAL ANTENNA CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING SPRINT WITH A TYPE-RATED TIME DOMAIN REFLECTOMETER (TDR) TESTS TO VERIFY CABLE LENGTH AND TO CHECK FOR WATER DAMAGE.
3. VAPOR WRAP WILL BE USED TO SEAL ALL CONNECTIONS.
4. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE WILL BE 1/2" JUMPERS AND SHALL NOT EXCEED 6'-0". MAXIMUM LENGTH FOR THE JUMPERS AT RRMA BTS UNITS WILL BE 5'-0".
5. ALL COAXIAL CABLE WILL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE AT DISTANCES NOT TO EXCEED 4'0" O.C.
6. IF COAX IS BEING RE-USED FOR THIS INSTALLATION, PRE AND POST ANTENNA LINE SWEEPS ARE REQUIRED.
7. UPON COMPLETION, PROVIDE A HEIGHT VERIFICATION DEPICTING RAD CENTER AND TOP OF ANTENNA.

ANTENNA MOUNTING NOTES:

1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/EIA/TIA-222; APPENDIX B FOR WIND LOADING, "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES" OR APPLICABLE LOCAL CODES.
2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIPPED GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
4. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED SNUG TIGHT.
6. MINIMUM HORIZONTAL SPACING SHALL BE 2'-0" BETWEEN ALL ANTENNAS.

NOTES:
1. ALL AZIMUTHS ARE TO BE ESTABLISHED CLOCKWISE FROM THE TRUE NORTH HEADING.
2. CONTRACTOR SHALL VERIFY PROPOSED ANTENNA RAD CENTER AND ORIENTATIONS WITH SPRINT RFS PRIOR TO INSTALLATION OF ANTENNAS.



4 ANTENNA MOUNTING DETAIL
NOT TO SCALE

CINGULAR ANTENNA & RRTS SPECIFICATIONS:

	Alpha		Beta		Gamma	
	Before	After	Before	After	Before	After
Orientation (degrees)		0		120		240
Coaxial Cable Line Length (feet)		200'+/-		200'+/-		200'+/-
Number of Coaxial Cable (Runs Approximately)		3		3		3
Coaxial Cable Manufacturer		Commscope		Commscope		Commscope
Coaxial Cable Size		FXL 1873 (1-5/8")		FXL 1873 (1-5/8")		FXL 1873 (1-5/8")
Cross Band Coupler (Manufacturer, Model)		n/a		n/a		n/a
Other (Unique Combiner, Splitter, Connector Type, Insertion Loss dB)		n/a		n/a		n/a
Number of Cross Band Coupled Coaxial Cables		n/a		n/a		n/a
Antenna Height (Rad Center)		140'		140'		140'
Number of Antennas (Assembly)		3		3		3
Antenna Manufacturer		KMW		KMW		KMW
Antenna Model #		HBX-AW-16-65-DIM-RET		HBX-AW-16-65-DIM-RET		HBX-AW-16-65-DIM-RET
Antenna Remote Electrical Azimuth Adjustment (degrees)		TBD		TBD		TBD
Mechanical Tilt (degrees)		0		0		0
Electrical Tilt (degrees)		3		3		3
Tx Design ERP (Watts, dBm)		51 dBm / Carrier		51 dBm / Carrier		51 dBm / Carrier
# of Carriers (UMTS)		4		4		4
# of Carriers (EVDO)		2		2		2
Mercury Cells (Y/N)		No		No		No
Type of Forward link Mercury Equipment		n/a		n/a		n/a
Type of Reverse link Mercury Equipment (TTA? N/A (Type)		n/a		n/a		n/a

5 PROPOSED RF SCHEDULE
NOT TO SCALE

PREPARED FOR:

VERTICOM
REAL SOLUTIONS. REALTY.

ON BEHALF OF:

Sprint

SPRINT SPECTRUM L.P.
1300 E. ROCHELLE BLVD.
IRVING, TEXAS 75062

CONSULTANT:

ALLPRO CONSULTING GROUP, INC.
[illegible]
ACG # [illegible]

SITE NUMBER:
OK25XC367-A

SITE NAME:
LINDSEY ST & HWY 77

SITE ADDRESS:
630 E. LINDSEY ST.
NORMAN, OK 73069
(CLEVELAND COUNTY)

STAMP HERE:

PRELIMINARY
RAJESH BENGAL
25MM
OKLAHOMA

03/11/11

DRAWN BY:	DL
APPROVED BY:	RS
DATE DRAWN:	06/01/10

REVISION

NO	DESCRIPTION	BY	DATE
0	PRELIMINARY CD	DL	07/12/10
1	REVISED PRELIMINARY CD	DL	08/31/10
2	REVISED PER COMMENTS	SP	01/07/11
3	REVISED PER COMMENTS	RPS	02/11/11
4	REV PRELIM CD-RF COMMENTS	DL	02/28/11
5	FINAL CD	DL	03/11/11

SHEET TITLE:
TOWER ELEVATION AND ANTENNA CONFIGURATION

SHEET NUMBER:
C2

EXHIBIT C
TO SITE LEASE AGREEMENT

Memorandum of Agreement

~~~THIS MOA NOT FOR EXECUTION~~~

This Memorandum of Agreement ("Memorandum") dated _____, 20__, evidences that a Site Agreement (the "Agreement") dated _____, 20___ (the "Effective Date"), was made and entered into between The City of Norman, Oklahoma, a Municipal Corporation ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Owner and located at 630 E. Lindsey St, City of Norman, County of Cleveland, State of Oklahoma, subject to the terms of Section 4 of Owner/Tenant Agreement, for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 45 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 2 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period, defined as the time between the Effective Date and the Term Commencement Date.

The parties have executed this Memorandum as of the day and year first above written.

OWNER
The City of Norman, Oklahoma,
a Municipal corporation

By: DO NOT EXECUTE – FOR EXHIBIT ONLY

Name: _____

Title: _____

Address: _____

Witness Name: _____ Witness Name: _____
Print: _____ Print: _____

TENANT
Sprint Spectrum L.P.,
a Delaware limited partnership

By: DO NOT EXECUTE – FOR EXHIBIT ONLY

Name: _____

Title: _____

Address: _____

Witness Name: _____ Witness Name: _____
Print: _____ Print: _____

Attach Exhibit A - Site Description
~~~

OWNER NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was *(choose one)* ☐attested or ☐acknowledged before me this _____ day of _____, 20____, by *(choose one)* ☐_____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐_____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

_____
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was *(choose one)* ☐attested or ☐acknowledged before me this _____ day of _____, 20____, by *(choose one)* ☐_____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐_____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

_____
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

PREPARED BY AND RETURN TO:
VERTICOM
1829 E. Levee St. Suite 100
Dallas, TX 75207
Attn: Ashley Fricke
Site Name: **Lindsey St & Hwy 77**
Site ID #: **OK25XC367-A**

Memorandum of Agreement

This Memorandum of Agreement ("Memorandum") dated _____, 20__, evidences that a Site Agreement (the "Agreement") dated _____, 20___ (the "Effective Date"), was made and entered into between The City of Norman, Oklahoma, a Municipal Corporation ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Owner and located at 630 E. Lindsey St, City of Norman, County of Cleveland, State of Oklahoma, subject to the terms of Section 4 of Owner/Tenant Agreement, for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 45 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 2 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period, defined as the time between the Effective Date and the Term Commencement Date.

The parties have executed this Memorandum as of the day and year first above written.

OWNER
The City of Norman, Oklahoma,
a Municipal corporation

By: _____

Name: Cindy Rosenthal

Title: Mayor

Date: _____

Witness Name: _____
Print: Brenda Hall, City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 4/13/11

TENANT
Sprint Spectrum L.P.,
a Delaware limited partnership

By: _____

Name: Don Anderson

Title: It's authorized rep

Date: 3-21-11

Witness Name: Kimbly C Bufford
Print: Kimbly C. Bufford

Attach Exhibit A - Site Description

Sprint Site Name: **Lindsey St & Hwy 77** Sprint Site ID #: **OK25XC367-A**

OWNER NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was *(choose one)* ☐attested or ☐acknowledged before me this _____ day of _____, 20____, by *(choose one)* ☐_____ as an individual, ☐_____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐_____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was *(choose one)* ☐attested or ☑acknowledged before me this 21st day of March, 2011, by *(choose one)* ☑ Don Anderson as an individual, ☐_____, as its authorized rep of Sprint Spectrum, L.P., a _____ corporation, on behalf of the corporation, or ☐_____, partner or agent on behalf of _____, a Delaware limited partnership.

(AFFIX NOTARIAL SEAL)

SUSAN LANKFORD NOTARY PUBLIC WAKE COUNTY, N.C.

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF North Carolina

Susan Lankford
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

My commission expires:

2/12/2015

EXHBIT A

The Owner's Property is located at 630 E. Lindsey St, situated in the City of Norman, County of Cleveland, State of Oklahoma, commonly described as follows:

Insert Legal Description:

PARENT TRACT DESCRIPTION

PARENT TRACT DESCRIPTION (Warranty Deed Book 82, Pages 395 and 396)
A tract of land described as follows: The East Sixty-six (66) feet of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), of Township Eight North (8N), Range Two West (2W), Cleveland County, Oklahoma, containing one acre, more or less. AND All that part of the East One-half (E 1/2) of the Northeast Quarter (NE/4) of Lot Three (3), Section Five (5), Township Eight North, Range Two West of the I.M., lying West of the A.T. & S.F. Right-of-way.

LESSEE'S LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner of said NE/4 NW/4; Thence South 89°46'10" West, along the North line of said NE/4 NW/4, a distance of 111.24 feet; Thence South 00°13'50" East a distance of 628.78 feet to the point of beginning; Thence South 05°40'43" East a distance of 10.00 feet; Thence South 84°19'17" West a distance of 20.00 feet; Thence North 05°40'43" West a distance of 10.00 feet; Thence North 84°19'17" East a distance of 20.00 feet to the point of beginning. Containing 200 square feet.

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

A 35.00 foot wide easement for ingress, egress purposes crossing a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma as described in Volume 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma. Said 35.00 foot wide easement being 17.50 feet on each side of the following described centerline: Commencing at a Mag Nail set for the Northeast corner of the above described 0.057 acre lease site; Thence S 84°26'16" W on the North line of said 0.057 acre lease site a distance of 25.00 feet to a point, said point being the Point of Beginning; Thence N 24°35'29" W a distance of 427.07 feet to a point; Thence N 00°40'13" W a distance of 170.86 to a point of termination on the South right of way line of Lindsey Street, a public road. Side lines of said 35.00 foot wide easement to be shortened or extended such as to begin on the North line of said 0.057 acre Lessee's lease site and terminate on the South right of way line of Lindsey Street, a public road to the North.

LESSEE'S UTILITY EASEMENT DESCRIPTION

An Four feet (4') wide easement for utility purposes crossing a part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, the centerline being more particularly described as follows: Commencing at the Northeast corner of said NE/4 NW/4; Thence South 89°46'10" West, along the North line of said NE/4 NW/4, a distance of 111.24 feet; Thence South 00°13'50" East a distance of 628.78 feet to the Northeast corner of the above described lease area; Thence South 05°40'43" East, along the East line of said lease area, a distance of 10.00 feet to the Southeast corner of said lease area; Thence South 84°19'17" West, along the South line of said lease area, a distance of 20.00 feet to the Southwest corner of said lease area; Thence North 05°40'43" West, along the West line of said lease area, a distance of 1.00 foot to the point of beginning; Thence South 84°19'17" West a distance of 25.58 feet; Thence North 05°40'43" West a distance of 42.34 feet; Thence North 84°19'17" East a distance of 8.59 feet to an ending point at an existing utility rack.

LEASE AGREEMENT

This AGREEMENT made this 24th day of April 2007, by and between NORMAN UTILITIES AUTHORITY, A Public Trust, hereinafter called the LESSOR, and Sprint Spectrum L.P., a Delaware limited partnership, hereinafter called LESSEE.

WHEREAS, the LESSOR is the owner of a water tower located at 600 E. Lindsey Street, and more fully described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, LESSEE desires to lease antenna space on said water tower and a ground lease area as shown on "Exhibit A" in which to maintain a 7' x 16' concrete pad and other pertinent telecommunications equipment.

NOW THEREFORE, in and for the covenants, conditions, agreements and rents hereinafter set forth, and other good and valuable consideration, the adequacy of which is hereby acknowledged, LESSOR hereby leases to LESSEE, and LESSEE takes from LESSOR, a 112 square foot ground lease area, including access thereto as shown on Exhibit "A", located in what is known as the 600 E. Lindsey Street Water Tower and antenna space on the structure of the said water tower.

The equipment space and antenna space on the water tower described above is hereinafter referred to as the "Leased Premises". In addition, LESSOR grants to LESSEE the right to construct the necessary conduit and/or duct space on the tower, for electrical wiring, telephone lines, and coaxial cable, pipes, tubes and appurtenances thereto, all of which are required by LESSEE as an integral part of its mobile communication facility. LESSEE shall be allowed to install, operate, maintain, replace and remove its communications equipment, and related cables, wires, conduit, antennas, air conditioning equipment, and other appurtenances as it may from time to time require. Although such equipment and appurtenances may become fixtures, they shall be and shall remain the property of LESSEE and LESSEE shall have the right to remove all of them at the expiration or termination of this lease. However, in the event of termination or default, LESSEE's equipment and appurtenances, if not removed from Leased Premises within sixty (60) days, LESSOR may remove and store equipment at LESSEE's expense, however any and all equipment shall be and shall remain the property of the LESSEE. LESSEE shall pay LESSOR within 15 days of receipt of charges for storage and removal of the property based upon the LESSOR's cost of said removal and storage.

ARTICLE I

The initial term of this agreement shall be five (5) years, commencing on the first day of May, 2007, and extending through the 1st day of May, 2012. This Agreement may be renewed for four (4) additional terms of five (5) years each, unless LESSEE or LESSOR provides the other party with written notice of intention not to renew or renegotiate not less than one hundred (180) days prior to the expiration of the then-current five-year term.

In addition to other termination provisions contained herein, in the event of a substantial

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change in circumstance, upon agreement by the parties, this agreement may be renegotiated in part or in whole. A substantial change shall be limited to, the LESSEE requesting to move equipment to a different location on the water tower for better reception and/or coverage; the LESSOR relocating and/or closing the accessibility to structure due to road and/or other municipal construction, changes in federal requirements or an event of force majeure.

The basic monthly rental rate payable by LESSEE to LESSOR shall be One Thousand Dollars ($1,000.00). The rentals payable hereunder shall be paid monthly on or before the tenth day of each month.

The monthly rental will be increased annually on the anniversary date of the beginning date of this agreement by three percent (3%).

ARTICLE II

Upon LESSOR approval of applicable utility easements, LESSOR shall permit the local electric and telephone utility companies providing services to LESSEE to extend their lines and facilities over, across and if necessary into LESSOR'S property for such purposes. LESSOR will cooperate with LESSEE in LESSEE's efforts to obtain utilities from any location provided by LESSOR or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, LESSEE may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site. The location of emergency generator and fuel must be within the fenced area of the Site. Lessee's fuel tank must be double walled or other containment provided in accordance with applicable federal regulations.

LESSEE shall have a separate power meter installed for its electric service and LESSEE shall pay all costs related to said electric service.

ARTICLE III

LESSEE agrees that it will operate its equipment in a manner which will not interfere with LESSOR'S existing communications systems or the existing equipment of any other tenant sharing the use of this location. Should such harmful interference be identified as being caused by LESSEE'S equipment, LESSEE shall immediately take every reasonable step to mitigate and eliminate said interference. LESSOR shall require that all future radio operators desiring to use this location will first coordinate with LESSEE to insure that their frequencies and antenna locations will be compatible with LESSEE'S so as to prevent such harmful interference.

If the Director of Utilities of LESSOR shall reasonably determine that any such harmful interference caused by LESSEE'S equipment adversely affects the ability of the police, the fire department or any other department of the City or other agency furnishing emergency services to carry out their duties and thereby endangers the health, safety and welfare of the public, LESSEE shall discontinue the use of its equipment until the interference has been eliminated.

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ARTICLE IV

It is understood and agreed that LESSEE'S ability to use the Leased Premises is contingent upon its obtaining, either before or after the effective date of this Lease Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities. LESSEE shall make due and timely application for all such necessary certificates and approvals, and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use there by LESSEE. LESSOR agrees to cooperate with LESSEE with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. In the event that any of such applications is finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled or otherwise withdrawn or terminated by governmental authority so that LESSEE in its sole discretion will be unable to use the Lease Premises for its specified purposes, the LESSEE shall have the right to terminate this Agreement. Notice of said termination shall be given to the LESSOR in writing by certified mail. All rental paid for the lease of the property to said termination date shall be retained by the LESSOR. Upon such termination, this agreement shall become null and void, and the parties shall have no further obligations, including the payment of money, to each other.

ARTICLE V

LESSOR and LESSEE each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

ARTICLE VI

LESSEE shall install and locate its telecommunication equipment within the lease area as shown on Exhibit "A".

The location of the equipment and property to be constructed and installed on the Leased Premises and on the water tower and LESSEE'S use of said premises and water tower shall in no way interfere with the LESSOR'S use thereof and the location of such equipment and property shall be approved by the Director of Utilities of the City of Norman before being installed or constructed by LESSEE.

LESSEE shall at its expense complete all make ready work and install its equipment and antennas in accordance with plans and specifications prepared by LESSEE and submitted to LESSOR for approval. LESSOR shall have thirty (30) working days to review said construction plans and approve them, or in the alternative, to advise LESSEE of necessary changes. LESSEE shall not commence construction until said approval has been received from LESSOR. LESSEE further agrees to comply with all applicable rules and regulations of the Federal Communications Commission and all applicable local building and electrical codes.

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LESSEE shall, at its expense, repair all damages to LESSOR'S water tower which are a direct result of LESSEE'S activities. If LESSEE fails to make such repairs within fifteen (15) working days after the damage occurs, LESSOR shall have the right to make all necessary and reasonable repairs and LESSEE shall reimburse LESSOR for its reasonable expense within three (3) days of LESSOR presenting to LESSEE a statement showing the cost of such repairs.

LESSEE represents and agrees that the installation and operation of its property and equipment shall not cause damage of any kind to LESSOR'S water tower structure and that LESSEE shall in no way interfere with the use, repair and/or maintenance of such tower by LESSOR.

ARTICLE VII

LESSEE will procure and maintain a public liability policy, with limits of $2,000,000 for bodily injury, $3,000,000 for property damage, $5,000,000 aggregate, with a certificate of insurance to be furnished to LESSOR within thirty (30) days of a written request. Such policy will name LESSOR as an additional insured and provide that cancellation will not occur without at least thirty (30) days prior written notice to LESSOR. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

ARTICLE VIII

LESSEE shall not be deemed to have abandoned the Leased Premises even though LESSEE may cease using the communications facilities for a period of time so long as LESSEE continues to pay all rental.

ARTICLE IX

If any portion of said water tower is destroyed or becomes damaged by fire, wind, water or other natural disaster not caused by or arising from LESSEE'S gross negligence or willful misconduct so as to render the Leased Premises, in the sole judgment of the LESSEE, unfit in whole or in part for occupancy or use by the LESSEE, LESSOR shall restore or cause to be restored within a reasonable period of time not to exceed sixty (60) days of the occurrence of said damage or destruction. In the event the water tower cannot be restored in this time period, LESSOR or LESSEE shall have the option of terminating this Lease.

ARTICLE X

LESSEE shall have access to the water tower and the area around the water tower, at reasonable times which shall not interfere with the maintenance or use of said water tower and adjacent area by LESSOR, for the purpose of installing LESSEE'S equipment and constructing its facilities. Once installations are made, LESSEE shall have reasonable access to the area for the purpose of maintenance of equipment on the water tower and in the building. LESSOR will not have unsupervised access to LESSEE'S Facilities.

Presence and operation of proposed equipment must have minimal impact on the tank's

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periodic maintenance work. This may include but shall not be limited to, tank inspections, painting and maintenance of Federal Aviation Administration required equipment and/or police, fire and other emergency communications system equipment. No cables, or other equipment of LESSEE may be installed on or near access ladders.

LESSEE shall be responsible to remove its telecommunication facilities during any required maintenance of water tower after 90 days written notice and then re-install at no cost to the LESSOR. If the LESSEE does not remove its facilities, the LESSOR shall have the right to either remove the LESSEE'S facilities by an approved contractor, and bill LESSEE for such costs or LESSEE agrees that facilities left in place following notice of upcoming maintenance may receive sandblasting and painting related maintenance actions.

LESSOR agrees that the Authorized Parties of the LESSEE may enter upon the Leased Property to perform maintenance, repair or renovations to LESSEE'S equipment located on the water tower and the adjacent premises upon execution of this Agreement. However, LESSEE agrees that access for routine maintenance, repair or renovations will be denied unless LESSEE identifies, at least 24 hours prior to entry, those employees, agents and independent contractors whom are Authorized Parties of LESSEE. Authorized Parties must report to LESSOR prior to entry and may access the Leased Property only between the hours of 7:00 a.m. and 7:00 p.m.

However, for emergency repairs, Authorized Parties of the LESSEE shall have full and free access to LESSEE'S equipment and antennas twenty-four (24) hours per day, seven (7) days a week, upon first providing proper identification to the on-site water plant operator. LESSEE will coordinate said operations with LESSOR.

LESSEE shall have the option to maintain a city issued time-stamp or other key to the facility. LESSEE shall place a $200 deposit to the City for the issuance of such key. Upon completion or termination of the contract, the key must be returned within sixty (60) days for a refund on deposit.

LESSEE shall at all times comply with security and confidentiality regulations provided to them in effect at the LESSORS property. Information belonging to the LESSOR shall be safeguarded by the LESSEE to the same extent as the LESSEE safeguards their information of like kind relating to its own operation.

LESSOR shall provide parking privileges at no cost to LESSEE for at least one vehicle to be used by LESSEE'S maintenance personnel.

ARTICLE XI

Notwithstanding anything to the contrary contained herein, LESSOR'S prior written consent shall not be required, nor shall LESSOR have the right to cancel this Lease if LESSEE assigns or subleases, this Agreement or any interest herein or the Lease Premises, ground lease area or other rented area hereunder to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with LESSEE, or (ii) shall merge or consolidate with or into LESSEE, or (iii) shall succeed to all or substantially all the assets,

property and business of LESSEE. LESSEE may not assign or sublease their rights under this agreement to any independent or non-related entity without prior written approval of LESSOR.

ARTICLE XII

Should LESSEE fail to pay the rental herein above specified when the same shall become due and payable, or should LESSEE attempt to use the Leased Premises for any purpose other than that described herein above, or should the LESSEE attempt to assign or sublet this Lease without prior written consent of the LESSOR, except as provided for above, or should LESSEE in any way default or breach in its performance of any of the conditions of this Lease, LESSOR may, at its option, thereupon declare this Lease terminated, provided, however, LESSOR shall have first given LESSEE notice in writing of said default. Upon receipt of such notice, LESSEE shall have thirty (30) days to correct the condition or conditions and bring same into compliance with the terms of this Lease. If said conditions of default persist after (30) days of notice thereof by LESSOR to LESSEE, then LESSOR may declare this Lease terminated. This Agreement may not be terminated if LESSEE commences action to cure the default and LESSOR agrees in writing to grant LESSEE additional time within such 30 day period to fully cure the default. Upon written notice of said termination to LESSEE, LESSOR shall be entitled to possession of the above described Leased Premises; provided, however, that any such termination shall not relieve LESSEE of its obligations to pay any rental, damages, storage and removal expenses which may be due and payable to the date of said termination.

ARTICLE XIII

Any notice or demand made pursuant to this Agreement shall be sufficiently given if made by certified mail, in a sealed envelope, postage prepaid, and addressed as shown below:

LESSEE:

Sprint National Lease Management
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, Kansas 66251-2650
Sprint PCS Site No.: OK03XC300

With a copy to:

Sprint Law Department
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
Attn: Sprint PCS Real Estate Attorney
Sprint PCS Site No.: OK03XC300

LESSOR:

Norman Utilities Authority
P.O. Box 370
Norman, OK 73070
Attn: City Clerk

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Tax ID: 52-1645638
Phone: (405) 366-5386
Fax: (405) 366-5389

With a copy to:

City of Norman
P.O. Box 370
Norman, OK 73070
Attn: Director of Utilities
Phone: (405) 366-5443
Fax: (405) 366-5447

Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Mail. LESSOR or LESSEE may from time to time designate any other address for this purpose by written notice to the other party.

ARTICLE XIV

LESSOR warrants that it has full right and power to execute and perform this Lease, and to grant the estate demised herein.

ARTICLE XV

Subject to the other terms of this Lease, LESSOR covenants that LESSEE shall, and may peacefully have, hold and enjoy the Leased Premises for the Lease Term free of any claims by any party claiming by, through or under LESSOR, provided that LESSEE pays the rent to be paid to LESSOR under this Agreement and performs all LESSEE'S covenants and agreements herein contained.

ARTICLE XVI

Should LESSOR fail to perform any of its obligations hereunder, LESSEE may (but shall not be obligated to), enter upon the Leased Premises and perform all or any part of such obligations. LESSEE may deduct the cost of such performance from subsequent rental payments. No action taken by LESSEE under this Section shall relieve LESSOR from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations. LEESEE shall give LESSOR 30 days notice in writing to correct defect as provided in article XIII.

ARTICLE XVII

LESSEE upon termination of this Agreement, shall within sixty (60) days, remove its personal property and restore the Leased Premises as nearly as reasonably possible to its original condition, reasonable wear and tear expected. In the event any equipment installed on the Leased Premises by LESSEE is not timely removed, LESSOR will have the right to remove such

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equipment from the Leased Premises. LESSEE agrees to be responsible to LESSOR for the costs of such removal. LESSEE shall continue to pay rent to LESSOR until LESSEE's property is removed from the Leased Premises.

ARTICLE XVIII

Any sale by the LESSOR of all or part of the Leased Premises to a purchaser other than LESSEE shall be under and subject to this Lease Agreement and LESSEE'S rights hereunder.

ARTICLE XIX

This Agreement shall extend to and bind heirs, executors, administrators, successors and assigns of the parties hereto.

ARTICLE XX

At LESSOR'S option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Leased Premises; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR'S interest and also LESSEE'S right to remain in occupancy of and have access to the Leased Premises as long as LESSEE is not in default of this Agreement. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause.

ARTICLE XXI

This Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Oklahoma, and the parties hereto agree to the venue and personal jurisdiction of these courts.

ARTICLE XXII

The parties hereto declare that they have read and do understand each and every term, condition and covenant contained in this Agreement and in any document incorporated by reference. This lease includes the entire Agreement between the parties relating hereto and supersedes all prior or contemporaneous negotiations, commitments, representation, writings and/or oral understandings or Agreement. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

ARTICLE XXIII

LESSEE represents that it is a Limited Partnership in good standing in the State of Delaware and qualified to do business as a Foreign Limited Partnership in the State of Oklahoma.

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ARTICLE XXIV

LESSEE shall not have exclusive use or possession of any portion of the property and premises upon which the LESSOR'S water tower and other facilities are located, except the equipment shelter to be constructed and installed by LESSEE, and LESSEE'S rights hereunder shall be subject and subordinate to LESSOR'S right to use and occupy said property and premises for any municipal purpose or purposes, so long as LESSOR'S use does not unreasonably interfere with LESSEE'S use hereunder.

ARTICLE XXV

LESSOR represents and warrants to LESSEE that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. LESSEE will not introduce or use any Substance on the Site in violation of any applicable law. LESSOR will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of LESSEE.

ARTICLE XXVI

The provisions of this agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the agreement.

ARTICLE XXVII

Both parties to this agreement recognize that this is a property lease agreement. This agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

Both parties assume responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act.

Both parties herein, shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, the LESSOR subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 OS 1990 Supp., Sec. 151-171# therefore, neither party shall be liable for the acts or omissions of the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

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Approved by the NORMAN UTILITIES AUTHORITY, a Public Trust this 24th day of April, 2007.

LESSOR: NORMAN UTILITIES AUTHORITY, A PUBLIC TRUST

By: Harold Haralson
Name:
Harold Haralson, Chairman

ATTEST: Brenda Hall
Brenda Hall
Assistant Secretary

APPROVED AS TO FORM AND LEGALITY THIS 3rd DAY OF April, 2007

By _____,
~~Jeff Bryant~~, CITY ATTORNEY.
SUSAN ROGERS, ASST.

LESSEE: SPRINT SPECTRUM L.P. , a Delaware limited partnership

By: _____
Name: VIO M. DIRVONIS
Title: National Property Manager

LESSEE NOTARY BLOCK:

STATE OF KANSAS

COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2007 by VIO M. DIRVONIS, who is authorized to execute contracts on behalf of Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.

(AFFIX NOTARIAL SEAL)

DIANE M. ADAMSON
Notary Public - State of Kansas
My Appt. Expires 6-7-2008

COMMISSION EXPIRES

(OFFICIAL NOTARY SIGNATURE)

DIANE M. ADAMSON
PRINTED NAME OF NOTARY

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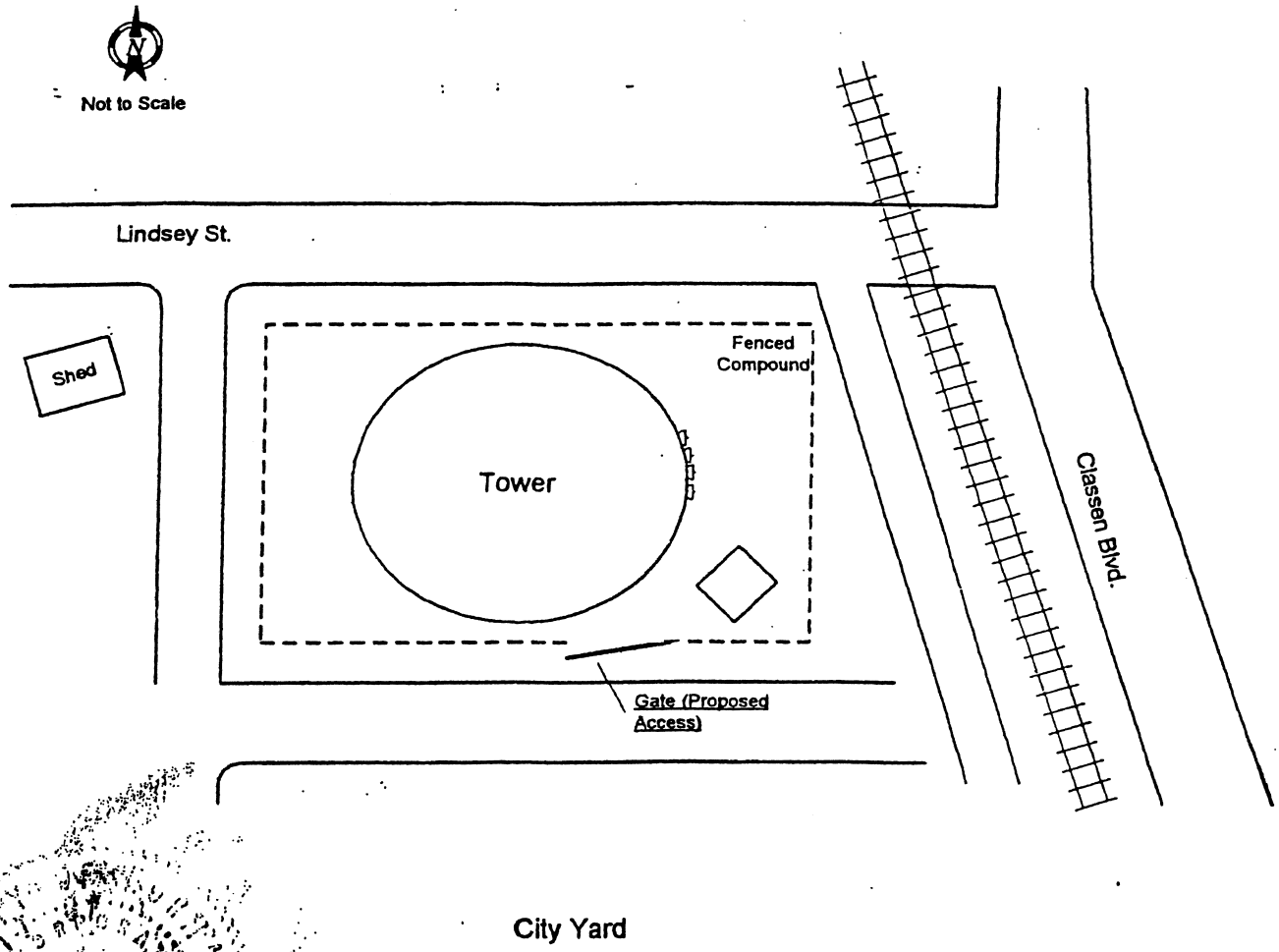
EXHIBIT A*

Site Name OKC3067 (Lindsey & Classen) **Site Description** **Site I. D.** OK03XC367

Site situated in the City of Norman, County of Cleveland, State of Oklahoma, commonly described as follows:

Legal Description: A 5.35 acre tract of land located in the East Half (E/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4), in Section 5, Township 8 North, Range 2 West of the Indian Meridian.

Sketch of Site:



Owner Initials _____

SLP Initials _____

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 23

File Number: K-1011-157

Introduced: 3/7/2011 by Jennifer Gray, Telecommunications Administrator **Current Status:** Consent Item

Version: 1 **Matter Type:** Contract

Title

CONTRACT NO. K-1011-157: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND NEW CINGULAR WIRELESS, PCS, L.L.C., FOR THE CONSTRUCTION OF AN UNDERGROUND GROUNDING SYSTEM AND LEASE OF A MONOPOLE EAST OF THE WATER TREATMENT FACILITY LOCATED AT 3000 EAST ROBINSON STREET.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1011-157 with New Cingular Wireless, PCS, L.L.C.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: The City of Norman has a monopole at the Water Treatment Plant located at 3000 East Robinson. There are currently two cellular vendors leasing space at this location. However, there is still space available. For the reasons outlined below, it is recommended this contract be approved.

DISCUSSION: Staff has negotiated with New Cingular Wireless PCS, LLC for space on the existing monopole at the Water Treatment Plant. The term of the lease is five (5) years and will automatically renew for three (3) additional terms of five (5) years each. New Cingular Wireless PCS, LLC will pay $2,000 rent per month. The rent will be increased by three percent (3%) of the monthly installment of rent payable during the previous year. New Cingular Wireless PCS, LLC will pay for all utilities used by the company. The City of Norman will grant to New Cingular Wireless PCS, LLC, and the local utility companies (as appropriate) any easement(s) reasonably required in order to provide utility service necessary for its intended use of the site throughout the term of the lease agreement. New Cingular Wireless PCS, LLC will be responsible for repairing and maintaining the site and any other improvements, including revegetation standards.

The proposed agreement is beneficial to the City in that it will not incur any costs in the use of the monopole and its accompanying facilities by New Cingular Wireless PCS, LLC. Also, they will be responsible for installation or construction of any additional hardware or equipment needed to facilitate their use of the monopole. Further, they are going to assist in any licensing for the monopole. This is required if any structure exceeds two hundred feet (200') as required by FCC Regulations. This will include the installation of an alarm system that would be required pursuant to FCC Regulations.

RECOMMENDATION: Staff recommends approval of Contract K-1011-157, with New Cingular Wireless PCS, LLC for the construction of an underground grounding system and rental of tower space.

Lease Agreement by and between New Cingular Wireless PCS. LLC And Norman Utilities Authority

Site Name: 3000 E. Robinson **Site ID #: OK1381**

This Site Lease Agreement ("Agreement") is entered into as of _____ by New Cingular Wireless PCS LLC, a Delaware limited liability company ("Tenant") and the Norman Utilities Authority, public trust ("Owner"). Owner acknowledges receiving Ten Dollars ($10.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner owns a leasehold estate in the property described on **Exhibit A** attached ("Owner's Property") pursuant to a certain Amended Lease Agreement and Operation and Maintenance Contract, dated as of November 1, 1984 by and between City of Norman, Oklahoma ("Lessor") and Owner (the "Ground Lease"). Owner leases to Tenant the site (consisting of a portion of Owner's Property) described below:

☒ Land consisting of approximately 300 square feet for construction of: shelter & generator
☒ Shelters and/or base station equipment and
☒ Tower space at the 150 foot level on the tower for attachment of antennas;

generally in the location(s) shown on **Exhibit A** attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Tenant (the "Site"). The Site may be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures (the "Facilities"). All of the Facilities will remain Tenant's personal property and are not fixtures. Any visual or textual representation of the Facilities on **Exhibit B** is illustrative only, and does not limit the rights of Tenant as provided for in this Agreement. Tenant will use the Site in a manner which will not disturb the occupancy of Owner's other tenants. Tenant will have access to the Site and Facilities to install, repair, replace, remove, modify or maintain its Facilities. Such access is subject to the terms and requirements as noted in Section 4 of this Agreement.

The location of the equipment and property to be constructed and installed on the Leased Premises and on the tower and Tenant's use of said premises and tower shall in no way interfere with the Owner's use thereof and the location of such equipment and property shall be approved by the Director of Finance of the City of Norman before being installed or constructed by Tenant.

Tenant shall at its expense complete all make ready work and install its equipment and antennas in accordance with the plans and specifications prepared by Tenant and submitted to Owner for approval. Owner shall have thirty (30) working days to review said construction plans and approve them, or in the alternative, to advise Tenant of necessary changes. Tenant shall not commence construction until said approval has been received from Owner. Tenant further agrees to comply with all applicable rules and regulations of the Federal Communications Commission and all applicable local building and electrical codes.

2. Term. This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period (which is defined as the time between the Effective Date and the Term Commencement Date) on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 45 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 3 additional terms of 5 years each (each a "Renewal Term"), unless Tenant or Owner provides the other with written notice of its intention not to renew not less than one hundred eighty (180) days prior to the expiration of the then-current year term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period..

During the Due Diligence Period, Tenant will be permitted to enter Owner's Property to perform surveys, inspections, investigations and tests, including signal, topographical, geotechnical, structural and environmental tests to determine the physical condition, suitability and feasibility of the Site. Such access is subject to the terms and requirements as noted in Section 4 of this Contract. If Tenant determines that the Site is not appropriate for Tenant's intended use, then Tenant may terminate this Agreement upon notice to Owner at any time prior to the end of the Due Diligence Period with the understanding that in such event, Tenant shall pay to Owner a lump sum termination fee in the amount of Two Thousand Dollars and no/100 ($2,000.00). Upon termination of this agreement, Tenant shall restore, at its sole cost and subject to Section 11.1, the Site and Facility to its original condition excluding any and all reasonable wear and tear.

3. Rent. Starting on the Term Commencement Date and then on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of Two Thousand and 00/100 Dollars ($2,000) ("Rent"). Rent for any partial months will be prorated. The Rent due for each year will be increased on the anniversary of each Term Commencement Date by three percent (3%) of the monthly installment of rent payable during the previous year. If the Renewal Term commences on any day other than the first day of a calendar month, then the rent will not be increased until the first day of the first calendar month following the anniversary of the Term Commencement Date. Owner shall provide Tenant with an IRS approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner. Rent will be sent to the following address:

City of Norman
Attn: Accounts Receivable
P.O. Box 370
Norman, Oklahoma 73070

4. Title. Owner warrants: (i) that the Ground Lease is in full force and effect; (ii) that Owner has not assigned any of its rights under the Ground Lease; and (iii) that during the Term of this Agreement, Owner shall not terminate the Ground Lease, or amend it any way which adversely affects Tenant. Owner shall timely perform and comply with all of the terms covenants and conditions of the Ground Lease, and not do or permit anything that would result in a default under or cause the Ground Lease to be terminated.

4.1 Tenant Access. Tenant may access the Site 24 hours a day, 7 days a week to install, repair, replace, remove, modify or maintain its Facilities. Tenant shall notify Owner 24 hours prior to accessing the Site. If Tenant must access the Site due to an emergency situation, Tenant shall notify Owner one hour in advance, unless an

emergency situation arises where in Tenant attempts on more than one occasion to contact Owner and is unable to do so. An "emergency situation" is defined as any event, situation or occurrence as a result of which Tenant requires immediate access to the Site in order to (i) prevent or minimize the risk of bodily injury or material property damage or (ii) repair damage to or malfunction of the Facilities that has triggered an internal emergency alert on the Facilities or which has materially limited the normal operations of the Facilities, or the facilities of Owner. When requesting access to Owner's property, Tenant shall contact Owner, regardless of day or time, at:

City of Norman
(405) 321-2182

Tenant's access to the tower or installation and construction of the Facilities shall not interfere with the maintenance or use of the Owner's Property, including, without limitation said tower, by Owner. Subject to the provisions of Exhibit D hereto, the presence and operation of Tenant's Facilities must have minimal impact on the Owner's periodic maintenance work at the Owner's Property, including, but not limited to, tank inspections, painting and maintenance of Federal Aviation Administration required equipment.

5. Assignment/Subletting. Tenant will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld or conditioned; provided, however, that Tenant will have the right, without notice to or consent of Owner, to sublease all or any portion of the Site or assign its rights under this Agreement in whole or in part to: (a) any entity acquiring substantially all of the assets of Tenant; or (b) any successor entity in a merger or consolidation involving Tenant. Tenant must provide Owner with notice of the change within thirty (30) days of its occurrence. Owner will not be entitled to any additional rent or other fees for its review or approval.

6. Notices. All notices must be in writing and mailed via U.S. mail, certified, with return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Tenant are to be sent to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: OK1381; Cell Site Name: 3000 E. Robinson
Fixed Asset No: 10148000
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: OK1381; Cell Site Name: 3000 E. Robinson
Fixed Asset No: 10148000
15 East Midland Avenue
Paramus, NJ 07652

Notices to Owner must be sent to:

City of Norman
Telecom Administrator

P.O. Box 370
Norman, OK 73070

7. Improvements. Tenant may, at its expense, make improvements on and to the Site after providing 30 days notice to Owner of such intention and receiving the consent of Owner which consent shall not be unreasonably withheld or conditioned. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant shall remove the above-ground Facilities; provided that Tenant shall restore Owner's property subject to terms in Section 11.1. If Tenant adds additional equipment to the site after this agreement has been executed by both parties, Tenant may be subject to a rent increase.

8. Compliance with Laws. Owner represents and warrants that Owner's Property (including the Site) is in substantial compliance with building codes and other laws, codes and regulations of applicable governmental authorities, including federal (including without limitation, Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC")), state and local marking, lighting, monitoring and any other regulatory obligations. Owner's failure to comply with the foregoing obligations of this Section shall be a material default for which Tenant may terminate this Agreement immediately upon written notice to Owner. Owner further acknowledges that, to the extent such Legal Requirements are applicable, it is subject to forfeitures assessed by the FCC, the FAA and/or any state or local regulatory agencies for violations of such rules and requirements. Owner shall forward to Tenant a written copy of any notices of violation/apparent liability or forfeitures in connection with its regulatory obligations referenced in this Section within five (5) business days of receipt. Owner's failure to comply with the foregoing obligations of this Section shall be a material default for which Tenant may terminate this Agreement immediately upon written notice to Owner. Owner further acknowledges that, to the extent such Legal Requirements are applicable, it is subject to forfeitures assessed by the FCC, the FAA and/or any state or local regulatory agencies for violations of such rules and requirements. Owner shall forward to Tenant a written copy of any notices of violation,apparent liability or forfeitures in connection with its regulatory obligations referenced in this Section within five (5) business days of receipt. Tenant must comply with all applicable laws relating to its possession and use of the Site. If the Structure is subject to the FAA/FCC antenna structure marking and lighting requirements, Owner agrees (i) to allow Tenant to bridge into Owner's automatic alarm system ("Alarm") which monitors the lighting of the Structure so as to permit a parallel alarm system and Tenant shall be permitted continuous access to make repairs and inspections to its bridge, or (ii) if Owner currently does not have an Alarm, Tenant will be responsible for installing their own alarm system. Tenant shall, at its own expense, be responsible for the maintenance and repair of its bridge and alarm. If for any reason, Owner fails to maintain any required marking and/or lighting on the Structure, and Tenant has reason to believe that the Structure is not in compliance with the applicable regulations, Owner acknowledges and agrees that Tenant may (i) notify Owner, any Owner site management company and the FCC thereof; and (ii) notwithstanding any other provision of this Agreement, take immediate corrective action to ensure that the Structure is brought into compliance and deduct the cost of such corrective action from any monies due to Owner from Tenant.

If deemed over the 200' maximum amount, Tenant will take measures to bring the monopole into compliance with the rules and regulations regarding FCC/FAA lighting. If this work is necessary and complete, this contract will change as follows:

Tenant will, once work is approved, be credited for eight (8) months of monthly Rent. Starting on the ninth (9th) month, the terms will be effective as stated in the contract.

9. Interference. Where there are existing radio frequency user(s) on the Owner's Property, Owner will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Owner's Property to allow Tenant to evaluate the potential for technical interference. Tenant shall resolve technical interference problems that the Facilities might cause with (i) other equipment located at the Site on the Effective Date, or (ii) Owner's equipment, (iii) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Tenant shall not permanently or unreasonably interfere with existing or future Owner's use and/or public use of public rights-of-way and public properties. Likewise, Owner will not permit or suffer the installation of any equipment on Owner's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site; provided that said use or installation is not for a public use or purpose. Owner will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Owner's Property. Owner will cause any technical interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such technical interference does not cease within the aforementioned cure period, Owner shall cause all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) to cease until the interference has been corrected. For the purposes of this Agreement, "technical interference" may include, but is not limited to, any use on the Owner's Property or that causes electronic or physical obstruction with, or degradation of, the communications signals from the Facility. Tenant represents and agrees that the installation and operation of its property and equipment shall not cause damage of any kind to Owner's monopole structure and that Tenant shall in no way interfere with the use, repair and/or maintenance of such tower by Owner.

10. Utilities. Tenant will pay for all utilities used by it at the Site. Owner grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Site throughout the initial Term and each Renewal Term. However, such easement is subject to the review and approval by Lessor's legislative body. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Owner's Property adjacent to the Site after providing adequate notice to Owner and receiving consent. Such consent will not be unreasonably delayed, withheld or conditioned.

11. Termination. Upon termination of this agreement, Tenant shall restore, at its sole cost and subject to Section 11.1, the Site and Facility to its condition immediately prior to Tenant's installation of its Facilities excluding reasonable wear and tear.

11.1. Backfill and Revegetation. Tenant shall promptly backfill all trenches, fill all holes caused by shrinkage or compaction, remove all excess dirt and shall leave all disturbed property in a solid and safe condition. The Tenant shall promptly restore all sodded areas to its original condition by placing slab sod on all disturbed areas and provide or arrange for regular watering until the sod is established. All such restoration shall be subject to the inspection and approval of Owner. If the Tenant fails to make any restoration, repairs or do any work required by the provisions of this Contract within ten (10) days after receipt of written notice from the Owner, then the Owner will have the right to make such restorations, repairs or do such work at the expense of the Tenant, and the Tenant shall reimburse the Owner for the cost and expense of such repairs within thirty (30) days of tender of a bill. However, if Tenant is prevented from restoring, repairing or performing such work because of conditions beyond their control, Tenant, upon written request, shall be given a reasonable amount of time to perform said repairs or restoration as determined by the Owner before issuance of ten (10) days written notice.

11.2 Removal of Facilities. Tenant upon termination of this Agreement, shall within sixty (60) days, remove its personal property and restore the Leased Premises as nearly as reasonably possible to its

original condition, reasonable wear and tear expected. In the event any equipment installed on the Leased Premises by Tenant is not timely removed, Owner will have the right to remove such equipment from the Leased Premises. Tenant agrees to be responsible to Owner for the costs of such removal.

11.3 This Agreement may be terminated, without penalty or further liability as follows:

(a) by Tenant upon sixty (60) days written notice to Owner, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facility as now or hereafter intended by Tenant;

(b) by Tenant upon written notice to Owner, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant upon sixty (60) days' prior written notice to Owner for any reason or no reason, so long as Tenant pays Owner a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any provision contained herein.

12. Default. If either party is in default under this Agreement for a period of thirty (30) days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the thirty (30)day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below and any waiver of subrogation agreed to in Section 17, Owner and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or employees. This indemnity does not apply to any Claims arising from the negligence or intentional misconduct of the indemnified party, its agents or employees. The indemnity obligations under this Section will survive termination of this Agreement for one year.

14. Hazardous Substances. Owner represents and warrants that it has no knowledge of any substance, chemical or waste on or affecting Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property. Owner agrees to indemnify, defend and hold harmless Tenant from any and all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Effective Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant represents and warrants it will not permit any chemical substance or hazardous waste to be brought upon, kept or used in or about Owners' property or premises by Tenant, its officers, representatives, agents, employees, contracts, or invitees, in violation of any laws applicable thereto. If Tenant breaches this obligation, Tenant shall indemnify,

defend and hold harmless Owner from and against all Claims arising out of Tenant's breach of this sentence. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach of this sentence. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Agreement. In the event Tenant becomes aware of any Hazardous Substance on the Owner's Property, or any environmental, health or safety condition or matter relating to the Owner's Property, that, in Tenant's sole determination, renders the condition of the Site or Owner's Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Site would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Owner.

15. Subordination. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date. If the Owner's Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Owner will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

16. Property Taxes. Tenant shall pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Owner must pay all property taxes and assessments attributable to Owner's Property. Within 60 days after receipt of evidence of Owner's payment, Tenant will pay to Owner any increase in Owner's real property taxes which Owner reasonably demonstrates is directly and solely attributable to any improvements to the Site made by Tenant.

17. Insurance. During the initial Term and all Renewal Terms, Tenant shall procure and maintain commercial general liability insurance, with limits of not less than $5,000,000 to Owner with a Certificate of Insurance evidencing the required coverage. Tenant shall procure and maintain, and shall require its contractors and sub-contractors, to procure and maintain before commencing any installation and/or maintenance work at the Site, commercial general liability in the amount of at least $5,000,000 combined single limit per occurrence, as well as worker's compensation and employers liability insurance with a responsible insurance company rated at least A- by A.M. Best, providing for the payment of compensation in accordance with the laws of the state where the property is located and with a limit of at least $1,000,000 per occurrence for employers liability coverage. The worker's compensation coverage obtained by Tenant shall include a mutual waiver of subrogation in favor of the respective parties. Tenant shall each procure and maintain "all risk" property insurance on their respective property at the Site on a replacement cost basis. Further, Tenant and Owner each assume full risk of loss for any damage to its respective property. The limits of insurance required in this paragraph do not limit in any way the indemnification obligations under Section 13. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Owner as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Owner shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like and (2) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Owner, its employees, agents, or independent contractors.

18. Maintenance. Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors

or employees, Owner will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto.

19. Destruction or Condemnation. If the Site or Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Owner forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. Owner agrees to permit Tenant to place temporary transmission and reception facilities on the Owner's Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location within sixty (60) days; notwithstanding the termination of this Agreement; unless otherwise agreed to by parties; such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Owner or Tenant undertakes to rebuild or restore the Site and/or the Facility, as applicable, Owner agrees to permit Tenant to place temporary transmission and reception facilities on the Owner's Property at no additional Rent over and above current rent amount until the reconstruction of the Site and/or the Facility is completed. Owner agrees that the Rent shall be abated in proportion to the actual reduction or abatement of use of the Site until the Site is rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Owner's Property.

(a) Destruction Due to Tenant's Activities. Tenant shall, at its expense, repair all damages to Owner's monopole which are a direct result of Tenant's activities. If Tenant fails to make such repairs within fifteen (15) working days after the damage occurs, Owner shall have the right to make all necessary and reasonable repairs and Tenant shall reimburse Owner for its reasonable expense within thirty (30) days of Owner presenting to Tenant a statement showing the cost of such repairs.

20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State of Oklahoma; (c) Owner agrees to allow Tenant to file a recordable Memorandum of Agreement in the form of **Exhibit C**, attached; (d) each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

22. Venue and Interpretation. All parties hereto expressly agree that the venue of any litigation relating to or involving this Permit and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Cleveland County, Oklahoma. This contract will be interpreted in accordance with Oklahoma law.

23. **Condition Precedent.** The following shall be required to be completed by Owner within sixty days of the Effective Date:

(a) Owner shall deliver to Tenant, a written consent to this Agreement signed by the Lessor, provided such consent of Lessor is required under the Prime Lease; and

(b) Owner shall secure, with all reasonable efforts from Lessor, Attornment and Non-Disturbance Agreement in form attached hereto as Exhibit F or such other form as may be subsequently approved by Tenant in the exercise of its prudent business judgment.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B, C, D, E and F.

OWNER:
NORMAN UTILITIES AUTHORITY
A Public Trust

By:_____

_____, its _____

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

_____
City Attorney

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

ATTEST:

_____ _____
Brenda Hall, City Clerk Cindy Rosenthal, Mayor

TENANT:
New Cingular Wireless PCS, LLC
By : AT&T Mobility Corporation, its Manager

By: _____

Name: Kevin L. Lilly
Title: Area Manager, Construction & Engineering, AR/OK
Date: 4/4/2011

Attach Exhibit A – Legal Description of Owner's Property
Attach Exhibit B – Site Plan
Attach Exhibit C - Memorandum of Agreement Form
Attach Exhibit D – Temporary Relocation Right
Attach Exhibit E – Subordination Nondisturbance and Attornment Agreement

EXHIBIT A
TO SITE LEASE AGREEMENT

Legal Description of Owner's Property

The Owner's Property is located at , situated in the City of Norman, County of Cleveland, State of Oklahoma, commonly described as follows:

Insert Legal Description:

PARENT TRACT DESCRIPTION

LESSEE'S LEASE SITE DESCRIPTION

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

LESSEE'S UTILITY EASEMENT DESCRIPTION

LESSEE'S UTILITY EASEMENT DESCRIPTION

Exhibit A

Site Name: Robinson & 48th
Site No.: OK1381-C
H&S No.: 3015.0027
Date: 03-21-11

PARENT TRACT DESCRIPTION
The North One-half of the Northwest Quarter of the Northeast Quarter of Section Twenty-seven (27), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, State of Oklahoma.
(WARRANTY DEED RECORDED IN BOOK 293, PAGE 258, DEED RECORDS OF CLEVELAND COUNTY, OKLAHOMA.)

LESSEE'S LEASE SITE DESCRIPTION
A tract of land lying in and being part of the Northeast Quarter (NE/4) of Section 27, Township 9 North, Range 2 West of the Indian Meridian, as described in Book 293, Page 258, Deed Records of Cleveland County, Oklahoma; Said tract being more particularly described as follows:
Commencing at a Mag nail found for the Northwest corner of said NE/4; Thence N 89°48'47" E on the North line of said NE/4, a distance of 996.86 feet to a point on said North line; Thence S 00°11'13" E perpendicular to said North line, a distance of 220.65 feet to a 1/2" iron rod with cap set for the Northwest corner, said corner being the Point of Beginning; Thence S 89°48'54" E a distance of 12.00 feet to a 1/2" iron rod with cap set for the Northeast corner; Thence S 00°11'06" W a distance of 20.00 feet to a 1/2" iron rod with cap set for the Southeast corner; Thence N 89°48'54" W a distance of 12.00 feet to a 1/2" iron rod with cap set for the Southwest corner; Thence N 00°11'06" E a distance of 20.00 feet to the Point of Beginning, containing 240.00 square feet or 0.006 acres, more or less.

ACCESS NOTE: ***LESSEE has common access from the Lessee's Lease Site via the existing gravel drive on the subject property to E. Robinson Street, a public street to the North.***

UTILITY NOTE: ***LESSEE has common usage of the existing utilities on the subject property as shown hereon.***

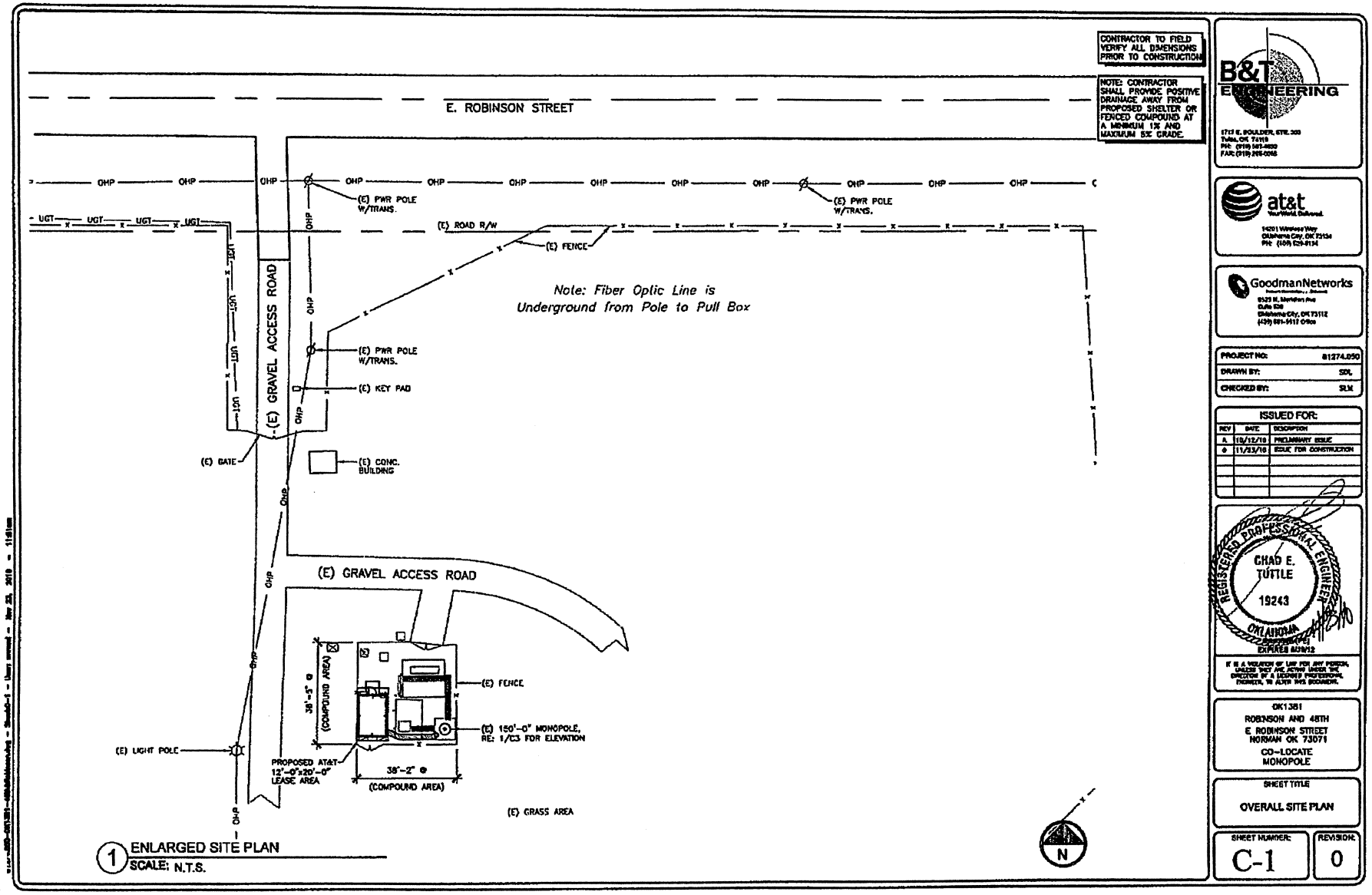
EXHIBIT B
TO SITE LEASE AGREEMENT

Site Plan

The Site is described as follows:

Insert Site Plan:

Exhibit B



K-1011-157

Exhibit B (continued)

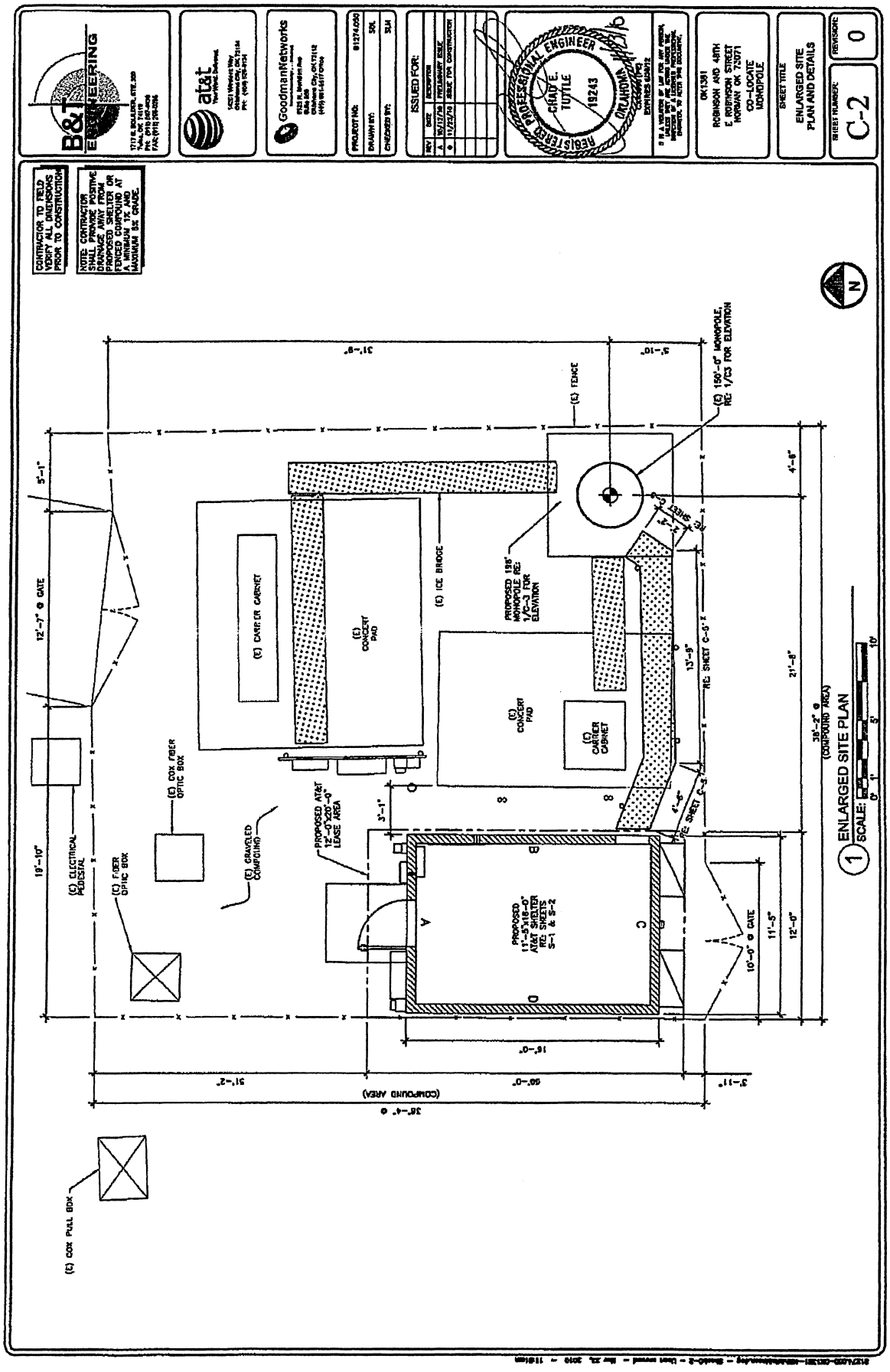


Exhibit B (continued)

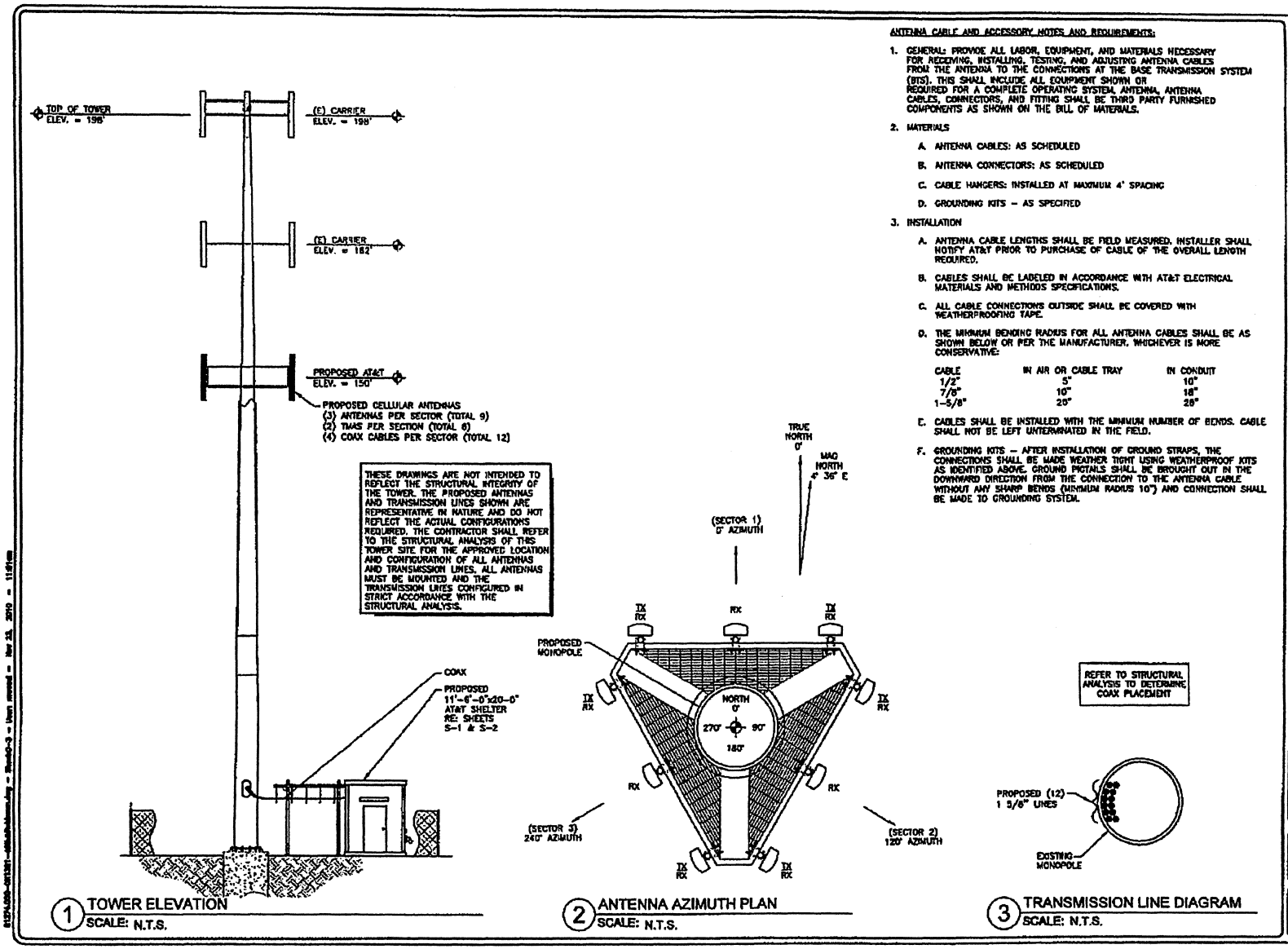
Cox Site Name: Robinson Monopole **Cox Site ID #: OK005R**

Site Plan – Elevation View

Note: Owner and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.

Site Plan Elevation



ANTENNA CABLE AND ACCESSORY NOTES AND REQUIREMENTS:

1. GENERAL: PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY FOR RECEIVING, INSTALLING, TESTING, AND ADJUSTING ANTENNA CABLES FROM THE ANTENNA TO THE CONNECTIONS AT THE BASE TRANSMISSION SYSTEM (BTS). THIS SHALL INCLUDE ALL EQUIPMENT SHOWN OR REQUIRED FOR A COMPLETE OPERATING SYSTEM, ANTENNA, ANTENNA CABLES, CONNECTORS, AND FITTING SHALL BE THIRD PARTY FURNISHED COMPONENTS AS SHOWN ON THE BILL OF MATERIALS.
2. MATERIALS
   A. ANTENNA CABLES: AS SCHEDULED
   B. ANTENNA CONNECTORS: AS SCHEDULED
   C. CABLE HANGERS: INSTALLED AT MAXIMUM 4' SPACING
   D. GROUNDING KITS – AS SPECIFIED
3. INSTALLATION
   A. ANTENNA CABLE LENGTHS SHALL BE FIELD MEASURED. INSTALLER SHALL NOTIFY AT&T PRIOR TO PURCHASE OF CABLE OF THE OVERALL LENGTH REQUIRED.
   B. CABLES SHALL BE LABELED IN ACCORDANCE WITH AT&T ELECTRICAL MATERIALS AND METHODS SPECIFICATIONS.
   C. ALL CABLE CONNECTIONS OUTSIDE SHALL BE COVERED WITH WEATHERPROOFING TAPE.
   D. THE MINIMUM BENDING RADIUS FOR ALL ANTENNA CABLES SHALL BE AS SHOWN BELOW OR PER THE MANUFACTURER, WHICHEVER IS MORE CONSERVATIVE:

CABLE	IN AIR OR CABLE TRAY	IN CONDUIT
1/2"	5"	10"
7/8"	10"	18"
1-5/8"	20"	28"

   E. CABLES SHALL BE INSTALLED WITH THE MINIMUM NUMBER OF BENDS. CABLE SHALL NOT BE LEFT UNTERMINATED IN THE FIELD.
   F. GROUNDING KITS – AFTER INSTALLATION OF GROUND STRAPS, THE CONNECTIONS SHALL BE MADE WEATHER TIGHT USING WEATHERPROOF KITS AS IDENTIFIED ABOVE. GROUND PIGTAILS SHALL BE BROUGHT OUT IN THE DOWNWARD DIRECTION FROM THE CONNECTION TO THE ANTENNA CABLE WITHOUT ANY SHARP BENDS (MINIMUM RADIUS 10") AND CONNECTION SHALL BE MADE TO GROUNDING SYSTEM.

B&T ENGINEERING
1717 E. BOULDER, STE. 300
Tulsa, OK 74119
PH: (918) 587-4630
FAX: (918) 294-0508

at&t
14391 Worth Way
Oklahoma City, OK 73134
PH: (405) 629-6134

GoodmanNetworks
6125 N. Meridian Ave
Suite 520
Oklahoma City, OK 73112
(405) 601-6417 Office

PROJECT NO:	81274.030
DRAWN BY:	SDL
CHECKED BY:	SLM

ISSUED FOR:

REV	DATE	DESCRIPTION
A	10/13/10	PRELIMINARY ISSUE
0	11/23/10	ISSUE FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER
CHAD E. TUTTLE
19243
OKLAHOMA
CA#3399 (PE)
EXPIRES 6/30/12

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

OK1381
ROBINSON AND 48TH
E ROBINSON STREET
NORMAN OK 73071
CO-LOCATE
MONOPOLE

SHEET TITLE
ELEVATION AND AZIMUTH PLAN

SHEET NUMBER: C-3
REVISION: 0

Exhibit B (continued)

Cox Site Name: Robinson Monopole **Cox Site ID #: OK005B**

Site Plan – Description of Equipment on Tower

Tower Information:

Tower Type: 195.4' Monopole
Tower Manufacturer: *Unknown*
Mfg. File Number / Date: *Unknown*

Analysis Criteria:

Codes	Wind Speed	Controls Design
TIA/EIA-222-F	75 mph (fastest mile)	X
International Building Code 2003	90 mph (3-second gust)	

Design Criteria Used in this Analysis:

- Basic Wind Speed: 75 mph (fastest mile)
- Basic Wind Speed (Ice): 65 mph (fastest mile)
- Ice Thickness: 1/2"
- Exposure Category: N/A
- Structure Classification: N/A
- Topographic Category: N/A

Table 1 – Proposed Appurtenances

Elev. (ft)	Qty.	Antenna Manufacturer	Antenna Model	Mount	TX Lines	Comments
150	9 6	Powerwave	P65-17-XLH-RR TT08-19DB111-001	Platform w/Rails	(12) 1 5/8"	AT&T

Table 2 – Existing/Reserved Appurtenances

Elev. (ft)	Qty.	Antenna Manufacturer	Antenna Model	Mount	TX Lines	Comments
205	2	--	15'x3" Omni	Platform w/Rails	(2) 7/8" (6) 1 5/8"	
188	6	EMS Wireless	RR65-19-00DP			
172	6	Comsat RSI	PCSA065-19-2	Low Profile Platform	(6) 1 5/8"	

Notes:
1. N/A

B&T Engineering, Inc.

Cox Site Name: **Robinson Monopole** Cox Site ID #: OK005B

EXHIBIT C
TO SITE LEASE AGREEMENT

Memorandum of Agreement

~~~THIS MOA NOT FOR EXECUTION~~~

This Memorandum of Agreement ("Memorandum") dated _____, 20__, evidences that a Site Agreement (the "Agreement") dated _____, 20___ (the "Effective Date"), was made and entered into between Norman Utilities Authority, a public trust, ("Owner") and New Cingular Wireless PCS, LLC, a Delaware corporation ("Tenant" or "Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Owner and located at _____, City of Norman, County of Cleveland, State of Oklahoma, subject to the terms of Section 4 of Owner/ Tenant Agreement, for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 90 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 5 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period, defined as the time between the Effective Date and the Term Commencement Date.

The parties have executed this Memorandum as of the day and year first above written.

OWNER:
Norman Utilities Authority
A Public Trust

By: _____

Name: _____

Title: _____

Address: _____
_____
_____

Contact Phone Number: _____
Email Address: _____

TENANT:
New Cingular Wireless PCS, LLC
By : AT&T Mobility Corporation, its Manager

By: _____

Name: _____

Title: _____

Address: _____
_____
_____

Attach Exhibit A - Site Description
~~~

OWNER NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was *(choose one)* ☐attested or ☐acknowledged before me this _____ day of _____, 20____, by *(choose one)* ☐_____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐_____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

_____
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was *(choose one)* ☐attested or ☐acknowledged before me this _____ day of _____, 20____, by *(choose one)* ☐_____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐_____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

_____
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT D
TO SITE LEASE AGREEMENT

Temporary Relocation Right

A. If Owner needs to perform necessary maintenance to Owner's Property that reasonably requires the temporary relocation of the Facilities, Owner will have the right to require Tenant to temporarily relocate the Facilities or any part thereof, to an alternate location on Owner's Property or space within or on top of a building and necessary ground space for the installation and use of a Cell Site on Wheels ("COW"); provided, however, that any temporary relocation, including the return to the original location upon completion of the necessary maintenance, will: (a) be at Tenant's sole cost and expense; (b) be performed exclusively by Tenant or Tenant's contractors; (c) not result in any interruption of the communications service provided from the Facilities; (d) not impair or in any manner alter the quality of communications service provided from the Facilities; and (e) be done in strict accordance with the terms and conditions contained in paragraphs B, and C below.

B. Owner will exercise its temporary relocation right under paragraph A above by delivering written notice to Tenant at least 90 days prior to the proposed temporary relocation date (the "Notice"). In the Notice, Owner will propose an alternate site ("Temporary Relocation Site") on Owner's Property to which Tenant may relocate. Within 30 days Owner and Tenant must mutually agree to a proposed temporary relocation site. Failure of Tenant to approve a temporary relocation site within 30 days of notice from Owner shall permit Owner to require Tenant to temporarily relocate its Facilities to another location. If the Tenant does not remove its facilities, the Owner shall have the right to either remove the Tenant's facilities by an approved contractor and bill Tenant for such costs or Tenant agrees that facilities left in place following notice of upcoming maintenance may receive sandblasting and painting related maintenance actions.

C. Owner and Tenant agree that the relocation is only temporary. Furthermore, Tenant does not relinquish any rights under this Agreement as they pertain to the Site and Facilities. Any reinstallation of the Facilities at the original Site will be at Tenant's sole cost and expense, subject to the terms and conditions in Section 11 detailing termination.

EXHIBIT D
TO SITE LEASE AGREEMENT

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

Cell Site No:
Cell Site Name:
Fixed Asset Number:
State:
County:

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT ("Agreement), dated as of the date below, by and among City of Norman Oklahoma, having an address at _____, (hereinafter collectively called "**Owner**") and Norman Utilities Authority, a public trust, having its principal office at _____ (hereinafter called "**Sublessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter called "**Tenant**").

W I T N E S S E T H :

WHEREAS, Owner and Sublessor have entered into a Lease Agreement (the "**Prime Lease**"), dated _____, covering property in _____ County, State of _____ more fully described on **Exhibit A** attached hereto and made a part hereof, ("**Tower Site**"), a part of which Tower Site contains the Subleased Property (as hereinafter defined); and

WHEREAS, Tenant has entered into a certain lease dated _____, 20___, (the "**Lease**") with Sublessor, covering property more fully described in **Exhibit B** attached hereto and made a part hereof (the "**Subleased Property**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Subleased Property under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the Prime Lease insofar as it affects the real property and fixtures of which the Subleased Property forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Prime Lease.

2. In the event the Prime Lease is terminated or expires or Owner succeeds to the interest of Sublessor or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Owner (and their heirs, distributes and assigns) and Tenant; (b) Owner agrees not to affect or disturb Tenant's right

to possession of the Subleased Property and any of Tenant's other rights under the Lease so long as Tenant is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; and (c) Owner and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease. Accordingly, from and after any such event, Owner and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Sublessor had before Owner succeeded to the interest of Sublessor; provided, however, that Owner will not be personally liable for any act or omission of any prior landlord (including Sublessor).

3. Owner understands, acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or otherwise in any other document, Owner will acquire no interest in any equipment, trade fixtures and/or other property installed by Sublessee on the Tower Site or Subleased Property. Owner hereby expressly waives any interest which Owner may have or acquire with respect to such equipment, trade fixtures and/or other property of Sublessee now, or hereafter, located on or affixed to the Tower Site, Subleased Property or any portion thereof, and Owner hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Tower Site or Subleased Property.

4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Sublessee which are permitted under the Lease. The term "**Owner,**" when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Tower Site by, through or under Owner, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the _____ day of _____, 2011.

"SUBLESSOR"
Norman Utilities Authority,
A public trust

By: _____
Print Name: _____
Its: _____
Date: _____

"SUBLESSEE"
New Cingular Wireless PCS, LLC,
aDelaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Kevin L. Lilly
Its: Area Manager, Construction & Engineering, AR/OK
Date: 4/4/4

"OWNER"

City of Norman, Oklahoma

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Arkansas)

Exhibit D (continued)

COUNTY OF Rowski)

On the 4th day of Apr, 2011, before me personally appeared Kevin Lilly, and acknowledged under oath that he is the Manager-CBE of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: 20050040813
My Commission Expires: 4-13-2015

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ ____, 2011, _____ personally came before me and acknowledged under oath that he or she:

(a) is the _____ of _____, the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

OWNER ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Owner for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT E

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

Cell Site No:
Cell Site Name:
Fixed Asset Number:
State:
County:

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT ("Agreement), dated as of the date below, by and among _____ having an address at _____, (hereinafter collectively called **"Owner"**) and _____ an Oklahoma corporation having its principal office at _____ (hereinafter called **"Sublessor"**), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter called **"Tenant"**).

WITNESSETH:

WHEREAS, Owner and Sublessor have entered into a Lease Agreement (the **"Prime Lease"**), dated _____, covering property in _____ County, State of _____ more fully described on **Exhibit A** attached hereto and made a part hereof, (**"Tower Site"**), a part of which Tower Site contains the Subleased Property (as hereinafter defined); and

WHEREAS, Tenant has entered into a certain lease dated _____, 20___, (the **"Lease"**) with Sublessor, covering property more fully described in **Exhibit B** attached hereto and made a part hereof (the **"Subleased Property"**); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Subleased Property under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the Prime Lease insofar as it affects the real property and fixtures of which the Subleased Property forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Prime Lease.

2. In the event the Prime Lease is terminated or expires or Owner succeeds to the interest of Sublessor or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Owner (and their heirs, distributes and assigns) and Tenant; (b) Owner agrees not to affect or disturb Tenant's right

to possession of the Subleased Property and any of Tenant's other rights under the Lease so long as Tenant is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; and (c) Owner and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease. Accordingly, from and after any such event, Owner and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Sublessor had before Owner succeeded to the interest of Sublessor; provided, however, that Owner will not be personally liable for any act or omission of any prior landlord (including Sublessor).

3. Owner understands, acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or otherwise in any other document, Owner will acquire no interest in any equipment, trade fixtures and/or other property installed by Sublessee on the Tower Site or Subleased Property. Owner hereby expressly waives any interest which Owner may have or acquire with respect to such equipment, trade fixtures and/or other property of Sublessee now, or hereafter, located on or affixed to the Tower Site, Subleased Property or any portion thereof, and Owner hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Tower Site or Subleased Property.

4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Sublessee which are permitted under the Lease. The term **"Owner,"** when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Tower Site by, through or under Owner, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the _____ day of _____, 2010.

"SUBLESSOR"

_____,
a(n) _____ _____

By: _____
Print Name: _____
Its: _____
Date: _____

"SUBLESSEE"
New Cingular Wireless PCS, LLC,
aDelaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Kevin L. Lilly
Its: Area Manager, Construction & Engineering, AR/OK
Date: 4/4/11

"OWNER"

_____,
a(n) _____ _____

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

Exhibit E (continued)

State of Arkansas
) ss:
COUNTY OF Pulaski)

On the 4th day of Apr, 2010, before me personally appeared Kevin Lilly, and acknowledged under oath that he is the Manager-CBE of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

TONYA S. POITEVIN
MY COMM. EXP.
NOTARY
PUBLIC
APRIL 13, 2015
PULASKI CO., ARKANSAS

Notary Public: 2005040813
My Commission Expires: 4-13-2015

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ _____, 2010, _____ personally came before me and acknowledged under oath that he or she:

(a) is the _____ of _____, the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

OWNER ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Owner for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 24

Text File Number: K-1011-158

Introduced: 3/7/2011 by Jennifer Gray, Telecommunications Administrator **Current Status:** Consent Item

Version: 2 **Matter Type:** Contract

Title

CONTRACT NO. K-1011-158: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEW CINGULAR WIRELESS, PCS, L.L.C., FOR THE LEASE OF A MONOPOLE TOWER LOCATED AT THE STREET MAINTENANCE FACILITY AT 668 EAST LINDSEY STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-158 with New Cingular Wireless, PCS, L.L.C.; and, if approved authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: New Cingular Wireless PCS, LCC has inquired about leasing space on the City of Norman monopole at the Street Maintenance Facility. This monopole has one additional cellular vendor in place, but still has space available

DISCUSSION: Staff has negotiated with New Cingular Wireless PCS, LCC and is now recommending approval of Contract No. K-1011-158. This contract is comparable with other contracts the City of Norman has executed with other cellular phone providers. The contract includes set land premise and use, monthly lease terms of $2,000 with a 3% increase annually on the anniversary date of the contract starting at the 2nd year, backfill and re-vegetation standards, and insurance requirements. The initial term of the contract is five years. The contract shall renew three additional terms of 5 years each. There will be equipment mounted to the monopole and a shelter at the base of the monopole for Cingular Wireless equipment.

RECOMMENDATION: Staff recommends the approval of Contract No. K-1011-158 with New Cingular Wireless, PCS LLC to lease space for telecommunications equipment to be placed on the monopole at the Street Maintenance Facility.

Lease Agreement by and between New Cingular Wireless PCS. LLC And The City of Norman Oklahoma

Site Name: 630 E Lindsey St. **Site ID #: OK1660**

This Site Lease Agreement ("Agreement") is entered into as of _____ by New Cingular Wireless PCS LLC, a Delaware limited liability company ("Tenant") and the The City of Norman Oklahoma, a Municipal Corporation, ("Owner"). Owner acknowledges receiving Ten Dollars ($10.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner owns the property described on **Exhibit A** attached ("Owner's Property") . Owner leases to Tenant the site (consisting of a portion of Owner's Property) described below:

☒ Land consisting of approximately 375 square feet for construction of: shelter & generator
☒ Shelters and/or base station equipment and
☒ Tower space at the 125 foot level on the tower for attachment of antennas;

generally in the location(s) shown on **Exhibit A** attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Tenant (the "Site"). The Site may be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures (the "Facilities"). All of the Facilities will remain Tenant's personal property and are not fixtures. Any visual or textual representation of the Facilities on **Exhibit B** is illustrative only, and does not limit the rights of Tenant as provided for in this Agreement. Tenant will use the Site in a manner which will not disturb the occupancy of Owner's other tenants. Tenant will have access to the Site and Facilities to install, repair, replace, remove, modify or maintain its Facilities. Such access is subject to the terms and requirements as noted in Section 4 of this Agreement.

The location of the equipment and property to be constructed and installed on the Leased Premises and on the tower and Tenant's use of said premises and tower shall in no way interfere with the Owner's use thereof and the location of such equipment and property shall be approved by the Director of Finance of the City of Norman before being installed or constructed by Tenant.

Tenant shall at its expense complete all make ready work and install its equipment and antennas in accordance with the plans and specifications prepared by Tenant and submitted to Owner for approval. Owner shall have thirty (30) working days to review said construction plans and approve them, or in the alternative, to advise Tenant of necessary changes. Tenant shall not commence construction until said approval has been received from Owner. Tenant further agrees to comply with all applicable rules and regulations of the Federal Communications Commission and all applicable local building and electrical codes.

2. Term. This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period

(which is defined as the time between the Effective Date and the Term Commencement Date) on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 45 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 3 additional terms of 5 years each (each a "Renewal Term"), unless Tenant or Owner provides the other with written notice of its intention not to renew not less than one hundred eighty (180) days prior to the expiration of the then-current year term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period..

During the Due Diligence Period, Tenant will be permitted to enter Owner's Property to perform surveys, inspections, investigations and tests, including signal, topographical, geotechnical, structural and environmental tests to determine the physical condition, suitability and feasibility of the Site. Such access is subject to the terms and requirements as noted in Section 4 of this Contract. If Tenant determines that the Site is not appropriate for Tenant's intended use, then Tenant may terminate this Agreement upon notice to Owner at any time prior to the end of the Due Diligence Period with the understanding that in such event, Tenant shall pay to Owner a lump sum termination fee in the amount of Two Thousand Dollars and no/100 ($2,000.00). Upon termination of this agreement, Tenant shall restore, at its sole cost and subject to Section 11.1, the Site and Facility to its original condition excluding any and all reasonable wear and tear.

3. Rent. Starting on the Term Commencement Date and then on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of Two Thousand and 00/100 Dollars ($2,000) ("Rent"). Rent for any partial months will be prorated. The Rent due for each year will be increased on the anniversary of each Term Commencement Date by three percent (3%) of the monthly installment of rent payable during the previous year. If the Renewal Term commences on any day other than the first day of a calendar month, then the rent will not be increased until the first day of the first calendar month following the anniversary of the Term Commencement Date. Owner shall provide Tenant with an IRS approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner. Rent will be sent to the following address:

City of Norman
Attn: Accounts Receivable
P.O. Box 370
Norman, Oklahoma 73070

4. Title. Owner represents, warrants and agrees that: (i) Owner solely owns the Owner's Property as a legal lot in fee simple; (ii) the Owner's Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's permitted use and enjoyment of the Site under this Agreement; (iii) as long as Tenant is not in default then Owner grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Site; (iv) Owner's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Owner; and (v) if the Owner's Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Owner will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

4.1 Tenant Access. Tenant may access the Site 24 hours a day, 7 days a week to install, repair, replace, remove, modify or maintain its Facilities. Tenant shall notify Owner 24 hours prior to accessing the Site. If Tenant must

access the Site due to an emergency situation, Tenant shall notify Owner one hour in advance, unless an emergency situation arises where in Tenant attempts on more than one occasion to contact Owner and is unable to do so. An "emergency situation" is defined as any event, situation or occurrence as a result of which Tenant requires immediate access to the Site in order to (i) prevent or minimize the risk of bodily injury or material property damage or (ii) repair damage to or malfunction of the Facilities that has triggered an internal emergency alert on the Facilities or which has materially limited the normal operations of the Facilities, or the facilities of Owner. When requesting access to Owner's property, Tenant shall contact Owner, regardless of day or time, at:

City of Norman
(405) 321-1600

Tenant's access to the tower or installation and construction of the Facilities shall not interfere with the maintenance or use of the Owner's Property, including, without limitation said tower, by Owner. Subject to the provisions of Exhibit D hereto, the presence and operation of Tenant's Facilities must have minimal impact on the Owner's periodic maintenance work at the Owner's Property, including, but not limited to, tank inspections, painting and maintenance of Federal Aviation Administration required equipment.

5. Assignment/Subletting. Tenant will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld or conditioned; provided, however, that Tenant will have the right, without notice to or consent of Owner, to sublease all or any portion of the Site or assign its rights under this Agreement in whole or in part to: (a) any entity acquiring substantially all of the assets of Tenant; or (b) any successor entity in a merger or consolidation involving Tenant. Tenant must provide Owner with notice of the change within thirty (30) days of its occurrence. Owner will not be entitled to any additional rent or other fees for its review or approval.

6. Notices. All notices must be in writing and mailed via U.S. mail, certified, with return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Tenant are to be sent to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: OK1660; Cell Site Name: Lindsey & Classen
Fixed Asset No: 10148009
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: OK1660; Cell Site Name: Lindsey & Classen
Fixed Asset No: 10148009
15 East Midland Avenue
Paramus, NJ 07652

Notices to Owner must be sent to:

City of Norman
Telecom Administrator

P.O. Box 370
Norman, OK 73070

7. Improvements. Tenant may, at its expense, make improvements on and to the Site after providing 30 days notice to Owner of such intention and receiving the consent of Owner which consent shall not be unreasonably withheld or conditioned. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant shall remove the above-ground Facilities; provided that Tenant shall restore Owner's property subject to terms in Section 11.1. If Tenant adds additional equipment to the site after this agreement has been executed by both parties, Tenant may be subject to a rent increase.

8. Compliance with Laws. Owner represents and warrants that Owner's Property (including the Site) is in substantial compliance with building codes and other laws, codes and regulations of applicable governmental authorities, including federal (including without limitation, Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC")), state and local marking, lighting, monitoring and any other regulatory obligations. Owner's failure to comply with the foregoing obligations of this Section shall be a material default for which Tenant may terminate this Agreement immediately upon written notice to Owner. Owner further acknowledges that, to the extent such Legal Requirements are applicable, it is subject to forfeitures assessed by the FCC, the FAA and/or any state or local regulatory agencies for violations of such rules and requirements. Owner shall forward to Tenant a written copy of any notices of violation/apparent liability or forfeitures in connection with its regulatory obligations referenced in this Section within five (5) business days of receipt. Owner's failure to comply with the foregoing obligations of this Section shall be a material default for which Tenant may terminate this Agreement immediately upon written notice to Owner. Owner further acknowledges that, to the extent such Legal Requirements are applicable, it is subject to forfeitures assessed by the FCC, the FAA and/or any state or local regulatory agencies for violations of such rules and requirements. Owner shall forward to Tenant a written copy of any notices of violation,apparent liability or forfeitures in connection with its regulatory obligations referenced in this Section within five (5) business days of receipt. Tenant must comply with all applicable laws relating to its possession and use of the Site. If the Structure is subject to the FAA/FCC antenna structure marking and lighting requirements, Owner agrees (i) to allow Tenant to bridge into Owner's automatic alarm system ("Alarm") which monitors the lighting of the Structure so as to permit a parallel alarm system and Tenant shall be permitted continuous access to make repairs and inspections to its bridge, or (ii) if Owner currently does not have an Alarm, Tenant will be responsible for installing their own alarm system. Tenant shall, at its own expense, be responsible for the maintenance and repair of its bridge and alarm. If for any reason, Owner fails to maintain any required marking and/or lighting on the Structure, and Tenant has reason to believe that the Structure is not in compliance with the applicable regulations, Owner acknowledges and agrees that Tenant may (i) notify Owner, any Owner site management company and the FCC thereof; and (ii) notwithstanding any other provision of this Agreement, take immediate corrective action to ensure that the Structure is brought into compliance and deduct the cost of such corrective action from any monies due to Owner from Tenant.

9. Interference. Where there are existing radio frequency user(s) on the Owner's Property, Owner will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Owner's Property to allow Tenant to evaluate the potential for technical interference. Tenant shall resolve technical interference problems that the Facilities might cause with (i) other equipment located at the Site on the Effective Date, or (ii) Owner's equipment, (iii) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Tenant shall not permanently or unreasonably interfere with existing or future Owner's use and/or public use of public rights-of-

way and public properties. Likewise, Owner will not permit or suffer the installation of any equipment on Owner's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site; provided that said use or installation is not for a public use or purpose. Owner will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Owner's Property. Owner will cause any technical interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such technical interference does not cease within the aforementioned cure period, Owner shall cause all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) to cease until the interference has been corrected. For the purposes of this Agreement, "technical interference" may include, but is not limited to, any use on the Owner's Property or that causes electronic or physical obstruction with, or degradation of, the communications signals from the Facility. Tenant represents and agrees that the installation and operation of its property and equipment shall not cause damage of any kind to Owner's monopole structure and that Tenant shall in no way interfere with the use, repair and/or maintenance of such tower by Owner.

10. Utilities. Tenant will pay for all utilities used by it at the Site. Owner grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Site throughout the initial Term and each Renewal Term. However, such easement is subject to the review and approval by Lessor's legislative body. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Owner's Property adjacent to the Site after providing adequate notice to Owner and receiving consent. Such consent will not be unreasonably delayed, withheld or conditioned.

11. Termination. Upon termination of this agreement, Tenant shall restore, at its sole cost and subject to Section 11.1, the Site and Facility to its condition immediately prior to Tenant's installation of its Facilities excluding reasonable wear and tear.

11.1. Backfill and Revegetation. Tenant shall promptly backfill all trenches, fill all holes caused by shrinkage or compaction, remove all excess dirt and shall leave all disturbed property in a solid and safe condition. The Tenant shall promptly restore all sodded areas to its original condition by placing slab sod on all disturbed areas and provide or arrange for regular watering until the sod is established. All such restoration shall be subject to the inspection and approval of Owner. If the Tenant fails to make any restoration, repairs or do any work required by the provisions of this Contract within ten (10) days after receipt of written notice from the Owner, then the Owner will have the right to make such restorations, repairs or do such work at the expense of the Tenant, and the Tenant shall reimburse the Owner for the cost and expense of such repairs within thirty (30) days of tender of a bill. However, if Tenant is prevented from restoring, repairing or performing such work because of conditions beyond their control, Tenant, upon written request, shall be given a reasonable amount of time to perform said repairs or restoration as determined by the Owner before issuance of ten (10) days written notice.

11.2 Removal of Facilities. Tenant upon termination of this Agreement, shall within sixty (60) days, remove its personal property and restore the Leased Premises as nearly as reasonably possible to its original condition, reasonable wear and tear expected. In the event any equipment installed on the Leased Premises by Tenant is not timely removed, Owner will have the right to remove such equipment from the Leased Premises. Tenant agrees to be responsible to Owner for the costs of such removal.

11.3 This Agreement may be terminated, without penalty or further liability as follows:

(a) by Tenant upon sixty (60) days written notice to Owner, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facility as now or hereafter intended by Tenant;

(b) by Tenant upon written notice to Owner, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant upon sixty (60) days' prior written notice to Owner for any reason or no reason, so long as Tenant pays Owner a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any provision contained herein.

12. Default. If either party is in default under this Agreement for a period of thirty (30) days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the thirty (30)day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below and any waiver of subrogation agreed to in Section 17, Owner and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or employees. This indemnity does not apply to any Claims arising from the negligence or intentional misconduct of the indemnified party, its agents or employees. The indemnity obligations under this Section will survive termination of this Agreement for one year.

14. Hazardous Substances. Owner represents and warrants that it has no knowledge of any substance, chemical or waste on or affecting Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property. Owner agrees to indemnify, defend and hold harmless Tenant from any and all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Effective Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant represents and warrants it will not permit any chemical substance or hazardous waste to be brought upon, kept or used in or about Owners' property or premises by Tenant, its officers, representatives, agents, employees, contracts, or invitees, in violation of any laws applicable thereto. If Tenant breaches this obligation, Tenant shall indemnify, defend and hold harmless Owner from and against all Claims arising out of Tenant's breach of this sentence. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach of this sentence. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Agreement. In the event Tenant becomes aware of any Hazardous Substance on the Owner's Property, or any environmental, health or safety condition or matter relating to the Owner's Property, that, in Tenant's sole determination, renders the condition

of the Site or Owner's Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Site would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Owner.

15. Subordination. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date. If the Owner's Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Owner will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

16. Property Taxes. Tenant shall pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Owner must pay all property taxes and assessments attributable to Owner's Property. Within 60 days after receipt of evidence of Owner's payment, Tenant will pay to Owner any increase in Owner's real property taxes which Owner reasonably demonstrates is directly and solely attributable to any improvements to the Site made by Tenant.

17. Insurance. During the initial Term and all Renewal Terms, Tenant shall procure and maintain commercial general liability insurance, with limits of not less than $5,000,000 to Owner with a Certificate of Insurance evidencing the required coverage. Tenant shall procure and maintain, and shall require its contractors and sub-contractors, to procure and maintain before commencing any installation and/or maintenance work at the Site, commercial general liability in the amount of at least $5,000,000 combined single limit per occurrence, as well as worker's compensation and employers liability insurance with a responsible insurance company rated at least A- by A.M. Best, providing for the payment of compensation in accordance with the laws of the state where the property is located and with a limit of at least $1,000,000 per occurrence for employers liability coverage. The worker's compensation coverage obtained by Tenant shall include a mutual waiver of subrogation in favor of the respective parties. Tenant shall each procure and maintain "all risk" property insurance on their respective property at the Site on a replacement cost basis. Further, Tenant and Owner each assume full risk of loss for any damage to its respective property. The limits of insurance required in this paragraph do not limit in any way the indemnification obligations under Section 13. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Owner as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Owner shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like and (2) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Owner, its employees, agents, or independent contractors.

18. Maintenance. Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto.

19. Destruction or Condemnation. If the Site or Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Owner forty-five (45) days

following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. Owner agrees to permit Tenant to place temporary transmission and reception facilities on the Owner's Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location within sixty (60) days; notwithstanding the termination of this Agreement; unless otherwise agreed to by parties; such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Owner or Tenant undertakes to rebuild or restore the Site and/or the Facility, as applicable, Owner agrees to permit Tenant to place temporary transmission and reception facilities on the Owner's Property at no additional Rent over and above current rent amount until the reconstruction of the Site and/or the Facility is completed. Owner agrees that the Rent shall be abated in proportion to the actual reduction or abatement of use of the Site until the Site is rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Owner's Property.

(a) Destruction Due to Tenant's Activities. Tenant shall, at its expense, repair all damages to Owner's monopole which are a direct result of Tenant's activities. If Tenant fails to make such repairs within fifteen (15) working days after the damage occurs, Owner shall have the right to make all necessary and reasonable repairs and Tenant shall reimburse Owner for its reasonable expense within thirty (30) days of Owner presenting to Tenant a statement showing the cost of such repairs.

20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State of Oklahoma; (c) Owner agrees to allow Tenant to file a recordable Memorandum of Agreement in the form of **Exhibit C**, attached; (d) each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

22. Venue and Interpretation. All parties hereto expressly agree that the venue of any litigation relating to or involving this Permit and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Cleveland County, Oklahoma. This contract will be interpreted in accordance with Oklahoma law.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B, C, and D.

OWNER:
THE CITY OF NORMAN OKLAHOMA, a Municipal Corporation

By:_____

_____, its _____

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

_____
City Attorney

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

ATTEST:

_____ _____
Brenda Hall, City Clerk Cindy Rosenthal, Mayor

TENANT:
New Cingular Wireless PCS, LLC
By : AT&T Mobility Corporation, its Manager

By: _____
Name: Kevin L. Lilly
Title: Area Manager, Construction and Engineering, AR/OK
Date: 4/6/11

Attach Exhibit A – Legal Description of Owner's Property
Attach Exhibit B – Site Plan
Attach Exhibit C - Memorandum of Agreement Form
Attach Exhibit D – Temporary Relocation Right

EXHIBIT A
TO SITE LEASE AGREEMENT

Legal Description of Owner's Property

The Owner's Property is located at 630 E Lindsey St. , situated in the City of Norman, County of Cleveland, State of Oklahoma, commonly described as follows:

Insert Legal Description:

PARENT TRACT DESCRIPTION

LESSEE'S LEASE SITE DESCRIPTION

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

LESSEE'S UTILITY EASEMENT DESCRIPTION

LESSEE'S UTILITY EASEMENT DESCRIPTION

Exhibit A

Site Name: Lindsey & Classen
Site No.: OK1660-A
H&S No.: 3015.0051
Date: 03-21-11

PARENT TRACT DESCRIPTION

A tract of land described as follows: The East Sixty-six (66) feet of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), of Township Eight North (8N), Range Two West (2W), Cleveland County, Oklahoma, containing one acre, more or less.
(WARRANTY DEED RECORDED IN BOOK 82, PAGE 395, RECORDS OF THE COUNTY CLERK, CLEVELAND COUNTY, OKLAHOMA)
AND
All that part of the East One-half (E 1/2) of the Northeast Quarter (NE/4) of Lot Three (3), Section Five (5), Township Eight North, Range Two West of the I. M., lying West of the A.T. & S.F. Right-of-way.
(WARRANTY DEED RECORDED IN BOOK 82, PAGE 396, RECORDS OF THE COUNTY CLERK, CLEVELAND COUNTY, OKLAHOMA)

LESSOR'S LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Records of County Clerk, Cleveland County, Oklahoma; said tract being more particularly described as follows:
Commencing at a Brass Cap Monument found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4, a distance of 112.96 feet to a point on said North line; Thence S 00°13'07" E perpendicular to said North line, a distance of 590.49 feet to a Mag Nail set for the Northeast corner, said corner being the Point of Beginning; Thence S 05°33'44' E a distance of 50.00 feet to a Mag Nail set for the Southeast corner; Thence S 84°26'16" W a distance of 50.00 feet to a Mag Nail set for the Southwest corner; Thence N 05°33'44" W a distance of 50.00 feet to a Mag Nail set for the Northwest corner; Thence N 84°26'16" E a distance of 50.00 feet to the Point of Beginning. Containing 2,500.00 square feet or 0.057 acres more or less.
(EXHIBIT "C" & "D" OF GRANT OF EASEMENT RECORDED IN BOOK 4722, PAGE 1150, DEED RECORDS OF CLEVELAND COUNTY, OKLAHOMA.)

Exhibit A (continued)

Site Name: Lindsey & Classen
Site No.: OK1660-A
H&S No.: 3015.0051
Date: 03-21-11

LESSOR'S ACCESS EASEMENT DESCRIPTION

A 35.00 foot wide easement for ingress, egress purposes crossing a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma as described in Volume 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma. Said 35.00 foot wide easement being 17.50 feet on each side of the following described centerline:
Commencing at a Mag Nail set for the Northeast Corner of the above described 0.057 acre lease site; Thence S 84°26'16" W on the North line of said 0.057 acre lease site, a distance of 25.00 feet to a point, said point being the Point of Beginning;
Thence N 24°36'29" W a distance of 427.07 feet to a point; Thence N 00°40'13" W a distance of 170.86 feet to a point of termination on the South right of way line of Lindsey Street, a public road. Side lines of said 35.00 foot wide easement to be shortened or extended such as to begin on the North line of said 0.057 acre Lessee's lease site and terminate on the South right of way line of Lindsey Street, a public road to the North.
(EXHIBIT "C" & "D" OF GRANT OF EASEMENT RECORDED IN BOOK 4722, PAGE 1150, DEED RECORDS OF CLEVELAND COUNTY, OKLAHOMA.)

LESSOR'S UTILITY EASEMENT DESCRIPTION

A tract of land lying in and being a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Records of County Clerk, Cleveland County, Oklahoma; said tract being more particularly described as follows:
Commencing at a Brass Cap Monument found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4, a distance of 387.76 feet to a point on said North line; Thence S 00°13'07" E perpendicular to said North line, a distance of 194.70 feet to the Point of Beginning; Thence S 00°32'45" E a distance of 260.87 feet to a point; Thence S 44°58'10" E a distance of 253.01 feet to a point; Thence N 84°04'35" E a distance of 48.95 feet to a point on the West line of the above described 0.057 acre Lease Site; Thence S 05°33'44" E on said West line of 0.057 acre Lease Site, a distance of 10.00 feet to a point on said West line; Thence S 84°04'35" W a distance of 53.65 feet to a point; Thence N 44°58'10" W a distance of 247.57 feet to a point; Thence S 00°32'45" E a distance of 9.53 feet to a point; Thence S 89°27'15" W a distance of 10.00 feet to a point; Thence N 00°32'45" W a distance of 284.69 feet to a point; Thence N 89°27'15" E a distance of 10.00 feet to the Point of Beginning, containing 5,862.72 square feet or 0.135 acres, more or less.
(EXHIBIT "C" & "D" OF GRANT OF EASEMENT RECORDED IN BOOK 4722, PAGE 1150, DEED RECORDS OF CLEVELAND COUNTY, OKLAHOMA.)

Exhibit A (continued)

Site Name: Lindsey & Classen
Site No.: OK1660-A
H&S No.: 3015.0051
Date: 03-21-11

LESSEE'S LEASE SITE DESCRIPTION

A tract of land lying in and being part of a certain tract situated in the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma; Said tract being more particularly described as follows:

Commencing at a Brass Cap Monument found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4, a distance of 95.70 feet to a point on said North line; Thence S 00°13'07" E perpendicular to said East line, a distance of 613.98 feet to a 1/2" iron rod with cap set for the Northeast corner, said corner being the Point of Beginning; Thence S 05°33'44" E a distance of 25.00 feet to a Mag nail set for the Southeast corner; Thence S 84°26'16" W a distance of 15.00 feet to a Mag nail set for the Southwest corner; Thence N 05°33'44" W a distance of 25.00 feet to a 1/2" iron rod with cap set for the Northwest corner; Thence N 84°26'16" E a distance of 15.00 feet to the Point of Beginning, containing 375.00 square feet or 0.009 acres, more or less.

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

A 20.00 foot wide easement for ingress, egress and utility purposes crossing a part of a certain tract situated in the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma; Said easement being 10.00 feet on each side of the following described centerline:

Commencing at a Brass Cap Monument found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4, a distance of 315.55 feet to a point on said North line; Thence S 00°13'07" E perpendicular to said East line, a distance of 33.00 feet to the Point of Beginning on the South Public Street Statutory Right-of-way line; Thence S 00°40'13" E a distance of 170.86 feet to a point; Thence S 24°36'29" E a distance of 261.93 feet to a point; Thence S 62°58'38" E a distance of 123.30 feet to a point; Thence S 05°33'44" E a distance of 139.70 feet to the Point of termination 10.00 feet East of the Mag nail set for the Southeast corner of the above described 0.009 acre Lessee's Lease Site. Side lines of said easement to be shortened or extended such as to begin on the South Public Street Statutory Right-of-way line and terminate 10.00 feet East of the Southeast corner of said 0.009 acre Lessee's Lease Site.

Exhibit A (continued)

Site Name: Lindsey & Classen
Site No.: OK1660-A
H&S No.: 3015.0051
Date: 03-21-11

LESSEE'S UTILITY EASEMENT DESCRIPTION

A 5.00 foot wide easement for utility purposes crossing a part of a certain tract situated in the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma; Said easement being 2.50 feet on each side of the following described centerline:
Commencing at a Mag nail set for the Southeast corner of the above described 0.009 acre Lessee's Lease Site; Thence S 05°33'44" E a distance of 2.50 feet to the Point of Beginning; Thence S 84°26'16" W a distance of 71.58 feet to a point;
Thence N 05°33'44" W a distance of 11.88 feet to the Point of termination at an existing electric transformer. Side lines of said easement to be shortened or extended such as to begin 2.50 feet South of the Southeast corner of said 0.009 acre Lessee's Lease Site and terminate at an existing electric transformer.

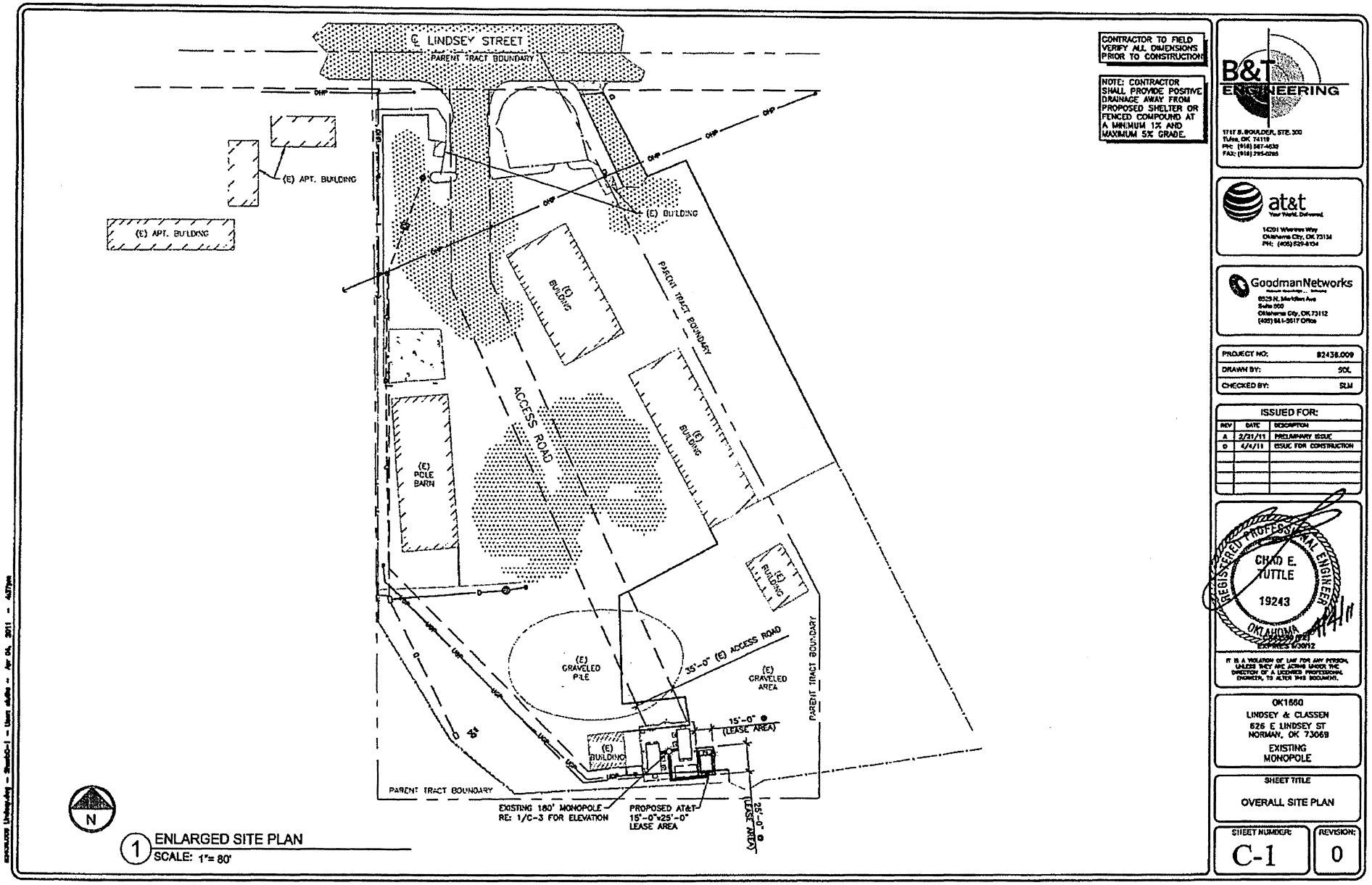
EXHIBIT B
TO SITE LEASE AGREEMENT

Site Plan

The Site is described as follows:

Insert Site Plan:

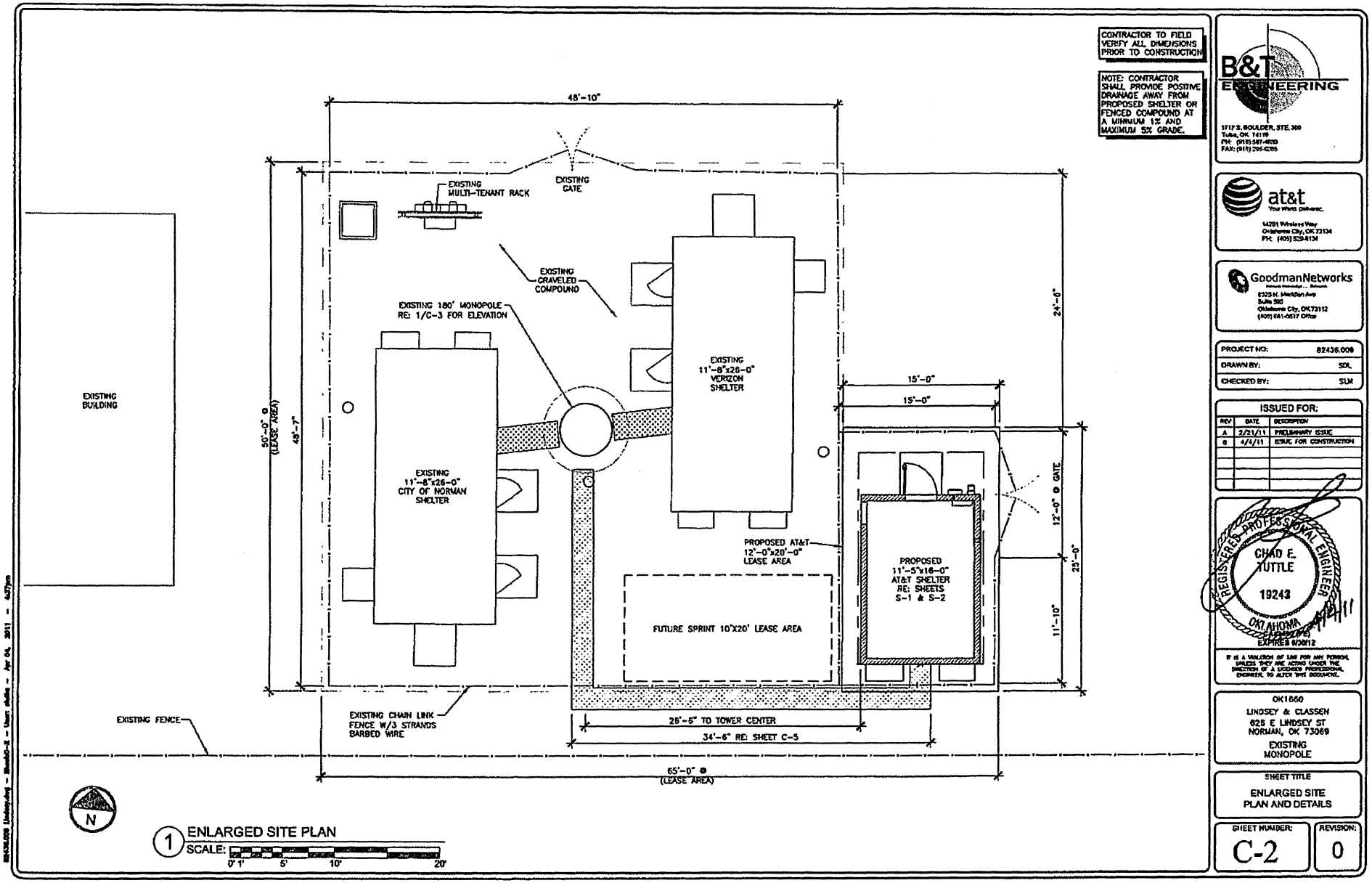
Exhibit B



K-1011-158

24-16

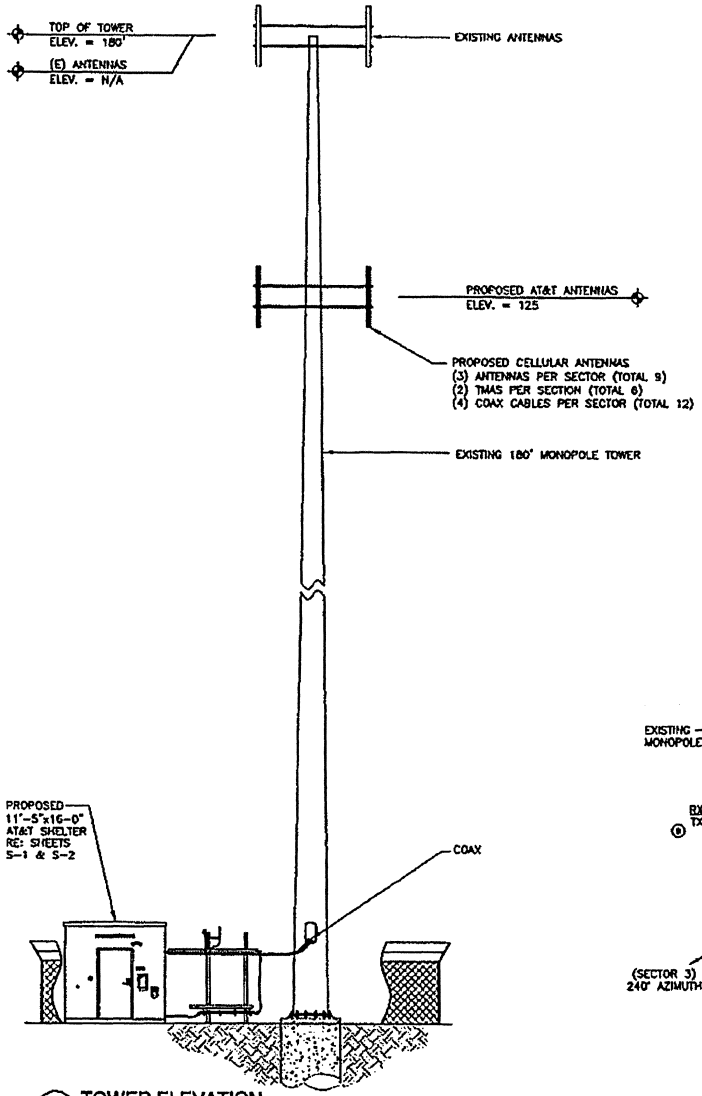
Exhibit B (continued)



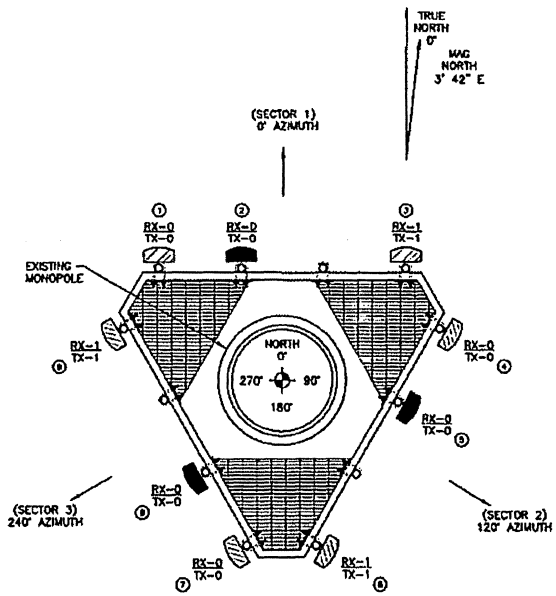
Site Plan – Elevation View

Note: Owner and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

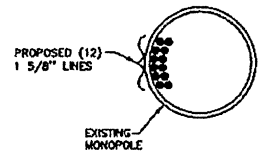
1. The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.



1 TOWER ELEVATION
SCALE: N.T.S.



2 ANTENNA AZIMUTH PLAN
SCALE: N.T.S.



3 TRANSMISSION LINE DIAGRAM
SCALE: N.T.S.

ANTENNA CABLE AND ACCESSORY NOTES AND REQUIREMENTS:

1. GENERAL: PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY FOR RECEIVING, INSTALLING, TESTING, AND ADJUSTING ANTENNA CABLES FROM THE ANTENNA TO THE CONNECTIONS AT THE BASE TRANSMISSION SYSTEM (BTS). THIS SHALL INCLUDE ALL EQUIPMENT SHOWN OR REQUIRED FOR A COMPLETE OPERATING SYSTEM. ANTENNA, ANTENNA CABLES, CONNECTORS, AND FITTING SHALL BE THIRD PARTY FURNISHED COMPONENTS AS SHOWN ON THE BILL OF MATERIALS.
2. MATERIALS
   A. ANTENNA CABLES: AS SCHEDULED
   B. ANTENNA CONNECTORS: AS SCHEDULED
   C. CABLE HANGERS: INSTALLED AT MAXIMUM 4' SPACING
   D. GROUNDING KITS – AS SPECIFIED
3. INSTALLATION
   A. ANTENNA CABLE LENGTHS SHALL BE FIELD MEASURED. INSTALLER SHALL NOTIFY AT&T PRIOR TO PURCHASE OF CABLE OF THE OVERALL LENGTH REQUIRED.
   B. CABLES SHALL BE LABELED IN ACCORDANCE WITH AT&T ELECTRICAL MATERIALS AND METHODS SPECIFICATIONS.
   C. ALL CABLE CONNECTIONS OUTSIDE SHALL BE COVERED WITH WEATHERPROOFING TAPE.
   D. THE MINIMUM BENDING RADIUS FOR ALL ANTENNA CABLES SHALL BE AS SHOWN BELOW OR PER THE MANUFACTURER, WHICHEVER IS MORE CONSERVATIVE:

CABLE	IN AIR OR CABLE TRAY	IN CONDUIT
1/2"	5"	10"
7/8"	10"	18"
1-5/8"	20"	28"

   E. CABLES SHALL BE INSTALLED WITH THE MINIMUM NUMBER OF BENDS. CABLE SHALL NOT BE LEFT UNTERMINATED IN THE FIELD.
   F. GROUNDING KITS – AFTER INSTALLATION OF GROUND STRAPS, THE CONNECTIONS SHALL BE MADE WEATHER TIGHT USING WEATHERPROOF KITS AS IDENTIFIED ABOVE. GROUND PIGTAILS SHALL BE BROUGHT OUT IN THE DOWNWARD DIRECTION FROM THE CONNECTION TO THE ANTENNA CABLE WITHOUT ANY SHARP BENDS (MINIMUM RADIUS 10") AND CONNECTION SHALL BE MADE TO GROUNDING SYSTEM.

B&T ENGINEERING
1717 S. BOULDER, STE. 300
Tulsa, OK 74119
PH: (918) 587-4630
FAX: (918) 295-8255

at&t
Your World. Delivered.
14201 Wireless Way
Oklahoma City, OK 73134
PH: (405) 359-4134

GoodmanNetworks
6625 N. MacArthur Ave
Suite 300
Oklahoma City, OK 73112
(405) 881-2517 Office

PROJECT NO:	82436.009
DRAWN BY:	SDL
CHECKED BY:	SLM

ISSUED FOR:

REV	DATE	DESCRIPTION
A	2/21/11	PRELIMINARY ISSUE
0	4/4/11	ISSUE FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER
CHAD E. TUTTLE
19243
OKLAHOMA
EXPIRES 6/30/12
4/4/11

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

OK1660
LINDSEY & CLASSEN
626 E LINDSEY ST
NORMAN, OK 73069
EXISTING
MONOPOLE

SHEET TITLE
ELEVATION
AND AZIMUTH PLAN

SHEET NUMBER: C-3
REVISION: 0

Exhibit B (continued)

AT&T Site Name: **Lindsey & Classen** AT&T Site ID #: OK1660

Site Plan – Description of Equipment on Tower

Configuration:
Platform Mount @ 125'
9 Antennas, 6 TMA's, 3 RRU's, 1 Demarcation Box, 12 runs of 1 5/8" coax, 3 runs of 3/8" Fiber, 1 run of 3/8" control cable for RET, 1 run of ½" power cable.
All on Platform with Handrails.

EXHIBIT C
TO SITE LEASE AGREEMENT

Memorandum of Agreement

~~~THIS MOA NOT FOR EXECUTION~~~

This Memorandum of Agreement ("Memorandum") dated _____, 2011, evidences that a Site Agreement (the "Agreement") dated _____, 2011_ (the "Effective Date"), was made and entered into between The City of Norman Oklahoma, a Municipal Corporation ("Owner") and New Cingular Wireless PCS, LLC, a Delaware corporation ("Tenant" or "Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Owner and located at 600 E. Lindsey St., Norman, Ok , City of Norman, County of Cleveland, State of Oklahoma, subject to the terms of Section 4 of Owner/ Tenant Agreement, for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 90 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 5 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period, defined as the time between the Effective Date and the Term Commencement Date.

The parties have executed this Memorandum as of the day and year first above written.

OWNER:
The City of Norman Oklahoma
a Municipal Corporation

By: _____

Name: Cindy Rosenthal,

Title: Mayor

Address: City of Norman
Attn: Telecom Administrator
P.O. Box 370
Norman, OK 73070

Contact Phone Number: 405-366-5262
Email Address: Jennifer.Gray@ Normanok.gov

Attach Exhibit A - Site Description

TENANT:
New Cingular Wireless PCS, LLC
By : AT&T Mobility Corporation, its Manager

By: _____

Name: Kevin L. Lilly

Title: Area Manager, Construction and Engineering, AR/OK

Address: 12555 Cingular Way, Suite 1300
Alpharetta, GA 30004
~~~

Exhibit C (continued)

OWNER NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was ☒acknowledged before me this _____ day of _____, 2011, by ☒ Cindy Rosenthal, as Mayor of The City of Norman Oklahoma, a Municipal Corporation, on behalf of the corporation..

(AFFIX NOTARIAL SEAL)

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

_____
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was ☒acknowledged before me this _____ day of _____, 2011, by , ☒Kevin L. Lilly, as Area Manager, Construction and Engineering, AR/OK of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant

(AFFIX NOTARIAL SEAL)

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

_____
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT D
TO SITE LEASE AGREEMENT

Temporary Relocation Right

A. If Owner needs to perform necessary maintenance to Owner's Property that reasonably requires the temporary relocation of the Facilities, Owner will have the right to require Tenant to temporarily relocate the Facilities or any part thereof, to an alternate location on Owner's Property or space within or on top of a building and necessary ground space for the installation and use of a Cell Site on Wheels ("COW"); provided, however, that any temporary relocation, including the return to the original location upon completion of the necessary maintenance, will: (a) be at Tenant's sole cost and expense; (b) be performed exclusively by Tenant or Tenant's contractors; (c) not result in any interruption of the communications service provided from the Facilities; (d) not impair or in any manner alter the quality of communications service provided from the Facilities; and (e) be done in strict accordance with the terms and conditions contained in paragraphs B, and C below.

B. Owner will exercise its temporary relocation right under paragraph A above by delivering written notice to Tenant at least 90 days prior to the proposed temporary relocation date (the "Notice"). In the Notice, Owner will propose an alternate site ("Temporary Relocation Site") on Owner's Property to which Tenant may relocate. Within 30 days Owner and Tenant must mutually agree to a proposed temporary relocation site. Failure of Tenant to approve a temporary relocation site within 30 days of notice from Owner shall permit Owner to require Tenant to temporarily relocate its Facilities to another location. If the Tenant does not remove its facilities, the Owner shall have the right to either remove the Tenant's facilities by an approved contractor and bill Tenant for such costs or Tenant agrees that facilities left in place following notice of upcoming maintenance may receive sandblasting and painting related maintenance actions.

C. Owner and Tenant agree that the relocation is only temporary. Furthermore, Tenant does not relinquish any rights under this Agreement as they pertain to the Site and Facilities. Any reinstallation of the Facilities at the original Site will be at Tenant's sole cost and expense, subject to the terms and conditions in Section 11 detailing termination.

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 25

Text File Number: K-1011-161

Introduced: 3/29/2011 by Mike White, Fleet Superintendent

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-1011-161: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND OKLAHOMA NATURAL GAS COMPANY IN THE AMOUNT OF $50,129 TO EXTEND A GAS LINE FROM ROBINSON STREET TO THE NEW COMPRESSED NATURAL GAS (CNG) PUBLIC FUELING STATION AT 1301 DA VINCI STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1011-161 with Oklahoma Natural Gas Company in the amount of $50,129; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: On November 23, 2010 the City of Norman selected Small Arrow Engineering, LLC (SAE) to begin design activities for the new Compressed Natural Gas (CNG) Public Fueling Station at Goddard Avenue and Flood Avenue, adjacent to the Fleet Management Facility. SAE evaluated various options for CNG compressor equipment relative to available natural gas supplies from Oklahoma Natural Gas (ONG).

In subsequent meetings with ONG, it was determined that the present natural gas supply at Goddard Avenue and Flood Avenue is limited in pressure and capacity to adequately serve the projected load. The current ONG distribution system is primarily comprised of 2 pipelines that operate at a pressure of 10 to 20 psig (pounds per square inch gauge). The new CNG station compressors work at optimum efficiency at suction pressures of 35 to 40 psig and have a demand that is best served from a 4-inch pipeline. If the proposed CNG compressors were connected only to the present ONG distribution system, station capacity would be reduced by over 50% in the summer and by over 67% in wintertime operations.

City staff had previously considered a gas pipeline reinforcement from the Goddard Avenue and Flood Avenue intersection with a 4 loop by ONG, but this reinforcement would still only provide about 20 psig operating pressure to the proposed CNG station.

DESCRIPTION: After research of available natural gas sources and supply by SAE, it was determined that the best source and supply of natural gas for the CNG station is from the existing 6-inch ONG main pipeline along Robinson Street. This main pipeline contains adequate supply and operates at a normal pressure of 40 to 42 psig. An extension of approximately 6,300 linear feet of 6-inch gas pipeline is required to serve the new CNG station.

ONG was asked to prepare a main extension agreement and calculations were made for the total cost of the main extension with allowances made for the projected CNG load from the City fleet vehicles. The ONG investment allowance is based upon anticipated natural gas use by the City fleet in five years. With this in mind, ONG has determined that a one-time $50,129 payment is required to complete the extension from Robinson Street north to the Goddard Avenue and Flood Avenue intersection. This balance results from a total main extension cost of $181,487 minus the investment allowance of $131,358 for the City of Norman fleet. The City will not have to reimburse the ONG allowance at a later date. This $50,129 payment to ONG is considered an eligible item for equipment related costs for the CNG station from the American Recovery and Reinvestment Act (ARRA) grant payable through the Oklahoma Department of Commerce and the U.S. Department of Energy.

RECOMMENDATION: Staff recommends approval by City Council of Contract No. K-1011-161 (Agreement No. 2011001387) with Oklahoma Natural Gas. If approved, the fee of $50,129 will be paid by the City to ONG from the following Capital Improvement Project account. The entire fee of $50,129 will then be reimbursed to the City through the ARRA grant from the Oklahoma Department of Commerce.

ACCOUNT NAME: CNG Fueling Facility, ARRA Grant Reimbursable Items
ACCOUNT NUMBER: 022-9503-435.67-01
AMOUNT BUDGETED: $50,129
ONG PAYMENT: $50,129

K-1011-161

Original-
Please sign and return with your check in the enclosed envelope.

GAS LINE EXTENSION AGREEMENT

FORM 73 (1-04)

ESTIMATE NO. 2011001387 SECTION 24 TOWNSHIP 9N RANGE 3

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between OKLAHOMA NATURAL GAS COMPANY, a division of ONEOK, Inc., herein called ONG, and the applicant and/or applicants listed on the second page of this Agreement, herein called Applicant, whether one or more.

WITNESSETH:

WHEREAS, Applicant desires that ONG add to its distribution system by extending its gas pipeline and installing service lines and metering equipment (the "Line Extension"), as generally shown on Exhibit A attached hereto and by reference made a part hereof [OR, if there is no Exhibit A, at a location determined by ONG], for a distance of approximately 6,294 feet, for the purpose of furnishing Customers along the extended line with gas service.

NOW, THEREFORE, in consideration of the above premises and of the agreement hereinafter contained, it is agreed as follows:

1. Applicant has advanced to ONG, at the time of the execution hereof, the sum of Fifty Thousand, One Hundred, and Twenty-Nine dollars **($50,129.00)** as a co-payment toward the costs of the Line Extension, the receipt whereof is hereby acknowledged.

2. For the purposes of this Agreement, the term Customer shall mean a customer on property located immediately adjacent to and who receives gas service from the extended gas pipeline, which is the subject of this Agreement.

3. The estimated cost of the Line Extension based on minimum cost to serve is One Hundred and Eighty-One Thousand, Four Hundred and Eighty-Seven dollars ($181,487.00). Applicant's co-payment was determined by reducing the estimated cost of the Line Extension by the Maximum Allowable Investment (MAI) in compliance with ONG's Rate Schedule 1081. In calculating the MAI, ONG relied in part on the information and representations furnished by Applicant.

4. Upon the execution hereof, ONG will, within a reasonable time, commence work on said Line Extension and complete same, provided however, ONG's obligation to make the Line Extension is contingent upon ONG being able to obtain necessary right-of-way at what it considers to be a reasonable cost. The Line Extension shall remain the property of ONG, its successors, and assigns, at all times. The foregoing notwithstanding, if, for any reason, ONG has not completed the Line Extension within one year of the execution of this Agreement, ONG has the right to terminate this Agreement without further obligation except to return the co-payment to the Applicant.

5. The rights and obligations of Applicant under this Agreement may not be assigned without the written consent of ONG.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals and Applicant (if more than one, then each Applicant) acknowledges receipt of one of such multiple originals or a copy thereof, all as of the day and year first above written.

OKLAHOMA NATURAL GAS COMPANY

By_____

Customer Development Manager
(Title)

APPLICANT

_____
(Signature of Applicant)

City of Norman
(Name, Print or Type)

P.O. Box 370

Norman, OK 73070
(Address)

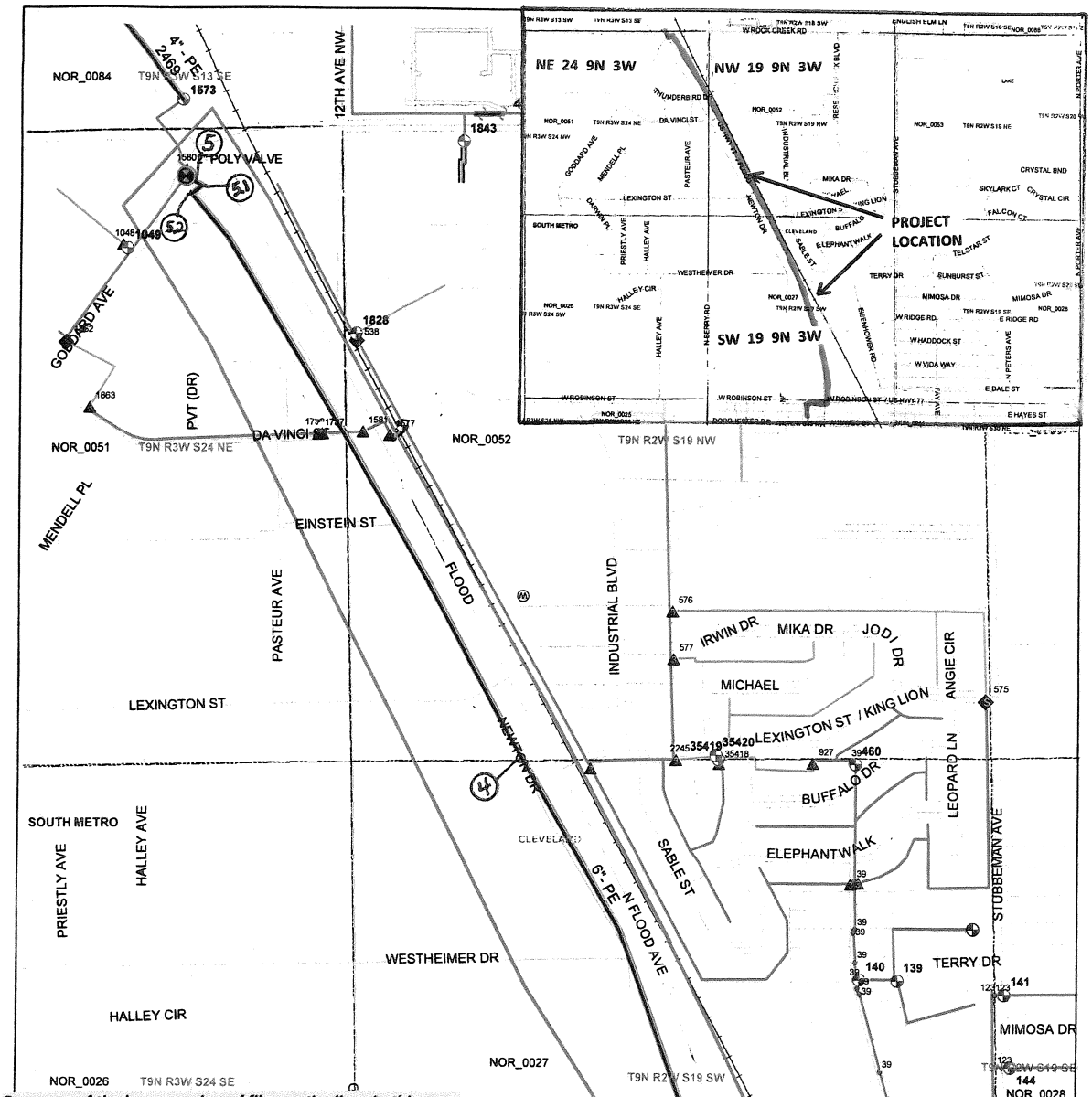
For service to: CNG Public Fill Station
2351 Goddard Ave.
Norman, OK 73069

_____
City Clerk

Status of Applicant: Developer ☐ Individual ☒ LIHEAP ☐

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY_____ DATE 4-1-11

{360058; 3}



Be aware of the large number of fiber optics lines in this area.

CITY OF NORMAN CNG PUBLIC FILL STATION
2351 GODDARD AVE. -- NORMAN

Pt. 1	6" steel tie-in: 6" X 6" full encirclement sleeve, 6" X 8" T.O.E. nipple (2) 6" flanges RF 150's, 6" gate valve - 150 series (2) 6" gaskets - ANSI 150, 6" weld-transition nipple
Pt. 2	6" plastic ell
Pt. 3	6" plastic ell
Pt. 5	6" X 2" high volume tee, E/F
Pt. 5.1	2" plastic ell
Pt. 5.2	2" steel tie-in: 2" short stop tee, 2" weld transition nipple, 2" polyvalve,
Pt. 1--2	320' of 6" plastic pipe, incl. 320' bore
Pt. 2--3	250' of 6" plastic pipe
Pt. 3--4	2,900' of 6" plastic pipe, incl. 200' bore
Pt. 4--5	2,820' of 6" plastic pipe, Incl. 1,400' bore
Pt. 5--5.1	4' of 2" plastic pipe

Note: Pt. 5 tie-in is for temporary purposes only. There are plans for a 4" PE interconnection at this point.

OKLAHOMA NATURAL GAS
A DIVISION OF ONEOK

Title: City of Norman CNG Station--2351 Goddard Ave.		
Legal:	Coordinates x,y 2101243, 12797478	
Town: Norman	Service Group: SOUTH METRO	
Scale: 1"=442'	By: oke03281	Date: 3/14/2011

EXHIBIT A

PURCHASE REQUISITION NBR: 0000184771

STATUS: DIVISION APPROVAL

REQUISITION BY: SHAMILTON

REASON: UTILITY ONG CONTRACT FOR CNG STATION

DATE: 4/05/11

SHIP TO LOCATION: FLEET MANAGEMENT

SUGGESTED VENDOR: 7735 OKLAHOMA NATURAL GAS

DELIVER BY DATE: 4/05/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ONG CONTRACT K-1011-161 (AGREEMENT NO. 2011001387) COMMODITY: MISCELLANEOUS SERVICES, N SUBCOMMOD: UTILITY MANAGEMENT SERVIC	1.00	EA	50129.0000	50129.00	K-1011-161

REQUISITION TOTAL: 50129.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	02295034356701	Capital Projects Utilities	TR0071 CNG Facility Fast Fill St	100.00	50129.00
					50129.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 26

Text File Number: K-1011-167

Introduced: 3/31/2011 by Lisa Krieg, Grants Planner

Current Status: Consent Item

Version: 1

Matter Type: Contract

Title

CONTRACT NO. K-1011-167: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BANK OF OKLAHOMA, N.A., TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 1318 KEYSTONE LANE.

ACTION TAKEN: Motion to approve or reject Contract No. K-1011-167 with Bank of Oklahoma, N.A.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Body

BACKGROUND: In November 2010 the City of Norman HOME Partnership Program provided $5,000 as down payment assistance to Nicole Gervacio and Randall Baum for the purchase of a home at 1318 Keystone Lane as a part of the NCRC Homebuyer Program. The NCRC Homebuyer Program is operated in conjunction with the Norman Community Reinvestment Council (NCRC), an organization that is comprised of Norman banking institutions providing assistance to lower income citizens of Norman. Over four hundred fifty (450) such loans have been made since the program was initiated in 1995 to provide down payment assistance and closing costs to income-qualified Norman citizens in the purchase of their first home.

As a condition of funding, a lien was placed on the property and was filed as a subordinate mortgage to the primary mortgage on the property. Any modification of the primary mortgage requires re-subordination of the lien. The program does not require repayment of the loan as long as the applicant maintains their home as their primary residence for five years; and at the end of five years the subordinate mortgage is released.

DISCUSSION: Approval of the request for subordination of the lien on 1318 Keystone Lane would allow the owner (Randall Baum) to secure a loan to refinance the primary mortgage at the same interest rate (4.25%) and is providing funds for the payment of all closing costs therefore not increasing the initial amount of the mortgage. A change in household status has necessitated this refinancing to remove Nicole Gervacio from the mortgage and deed. Documentation from Bank of Oklahoma, N.A. including a Certification of Mortgage Loan Refinancing, Good Faith Estimate, and a Truth in Lending Disclosure Statement are required and have been provided. The Subordination Agreement that will be filed with the new primary loan is attached. In accordance with the adopted City of Norman Housing Handbook, these documents prove that all funds will be used for the refinancing of the home, with no funds going toward payment of debt.

The City will maintain a second position on the property. The terms and conditions of program participation as described in the subordinate mortgage executed in November 2010 will not be modified.

RECOMMENDATION: Approval of Contract No. K-1011-167 for subordination of the lien on 1318 Keystone Lane is recommended. Subordination of liens in the HOME Partnership Program is allowed by the Department of Housing & Urban Development and is consistent with program goals.

SUBORDINATION AGREEMENT K-1011-167

Know All Men By These Presents:

That, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, in hand paid, receipt of which are hereby acknowledged, THE CITY OF NORMAN, an Oklahoma Municipal Corporation, the undersigned, has agreed, and by these present, does agree with Randall Baum that the lien of a certain mortgage to Bank of Oklahoma, from said Randall Baum,

Dated the _____ day of _____, _____, and recorded in Book _____ at Pages _____ of the records of Cleveland County, Oklahoma, upon the following described real property, to-wit:

Lot 13 in Block 5 Lakecrest Estates Addition to Norman, Cleveland County, Oklahoma according to the recorded plat thereof. 1318 Keystone Lane.

Shall be prior and superior lien upon said property to the lien of that certain Mortgage on said real property, from said Nicole Gervacio and Randall Baum to THE CITY OF NORMAN, dated November 23, 2010 and recorded in Book 4814 at Pages 1187-1194 of the records of Cleveland County, Oklahoma, and such priority shall be accorded said first above described mortgage, notwithstanding that said mortgage was dated and recorded subsequent to the date and recordation of the said second above described mortgage. If superior mortgage is renewed, extended or assigned, it is still the intent that this Subordination Agreement be enforced.

SIGNED AND AGREED TO THIS 31st DAY OF March, 2011.

By: Randall Baum

State of Oklahoma
County of Cleveland

This instrument was acknowledged before me on the 31 day of March, 2011.

My commission expires: 5-19-2013

Kelly K. Bittle
Notary Public

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
Kelly K. Bittle
Commission # 05004729
Expires May 19, 2013

SIGNED AND AGREED TO THIS _____ DAY OF _____, 2011.

THE CITY OF NORMAN, OKLAHOMA

BY: _____

Cindy S. Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

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

_____

City Attorney's Office

State of Oklahoma
County of Cleveland

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public, personally appeared Cindy S. Rosenthal, Mayor for THE CITY OF NORMAN, OKLAHOMA, who executed the foregoing document as his voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires: _____

_____

Notary Public

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 27

Text File Number: R-1011-104

Introduced: 3/29/2011 by Mike White, Fleet Superintendent

Current Status: Consent Item

Version: 1

Matter Type: Resolution

Title

RATIFICATION OF RESOLUTION NO. R-1011-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AN APPLICATION TO SEEK FINANCIAL ASSISTANCE THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANTS FUND FOR THE CONVERSION OF SEVERAL VEHICLES TO ALTERNATIVE FUELS.

ACTION NEEDED: Motion to approve or reject ratification of Resolution No. R-1011-104.

ACTION TAKEN: _____

Body

BACKGROUND: On February 25, 2011, the Association of Central Oklahoma Governments (ACOG) announced the fourth year of an ACOG-administered public fleet conversion grant program using Federal Fiscal Year (FFY) 2011 Congestion Mitigation and Air Quality (CMAQ) funds. CMAQ funds support transportation projects that reduce mobile source emissions. This grant program allows public sector fleets to access CMAQ funds for fleet conversions to clean fuel technologies including alternative fuel vehicles such as compressed natural gas (CNG), hybrid vehicles and refueling infrastructure. This grant program is reimbursable and is funded on an up to 80/20 basis with a maximum award of $165,707 per entity. Grants will be awarded in June 2011.

Due to the time sensitivity of the application, City staff submitted the application to ACOG prior to acceptance by City Council. The application was due no later than April 8, 2011 while the earliest date available for City Council approval was April 12, 2011. Submission of the application does not imply acceptance of award and the application can be withdrawn at any time.

Successful Public Fleet Conversion Grants to Date:

* The City of Norman received a grant from ACOG in 2009 in the amount of $114,000 for the additional cost of the purchase of the City's first two compressed natural gas (CNG) refuse trucks.
* The City of Norman received a grant from ACOG in 2010 in the amount of $200,000 for the additional cost associated with the installation of the City's proposed CNG Slow Fill station which will be located at the North Base Fleet Facility.
* The City of Norman received a grant from ACOG in 2010 in the amount of $205,143 for the purchase of three CNG vehicles and one CNG lawn mower.

DISCUSSION: City staff prepared the attached grant application requesting assistance with the purchase of one (1) compressed natural gas street sweeper and one (1) 36-volt electric utility cart that are scheduled for replacement in the FYE 2012 Capital Vehicle Replacement Budget. The CNG Street Sweeper will replace an existing 2002 diesel fuel street sweeper in the Public Works/StormWater Division. The 36-volt electric utility cart will replace an existing 1989 unleaded fuel cart in the Public Works/Fleet Division.

Funds for the City's share of this grant are included in the proposed FYE 2012 Capital Vehicle Replacement Budget. Current pricing in FYE 2012 reflects the full cost of a CNG Street Sweeper and a 36-volt electric utility cart.

The estimated cost and savings for the two (2) vehicles is:

(SEE ATTACHED ESTIMATED COST AND SAVINGS TABLE)

RECOMMENDATION: It is recommended that the City Council approve ratification of Resolution No. R-1011-104 authorizing submission of the ACOG Application.

Acog Grant Application

CNG Street Sweeper and a 36-volt electric utility cart
Estimated Cost and Savings

Vehicle	ACOG Grant	City's Match	Estimated FYE 2012 Vehicle Cost	FYE 2012 City Savings
CNG Street Sweeper	$160,957 (60%)	$106,513 (40%)	$267,470	$160,957
Electric Utility Cart	$4,750 (50%)	$4,750 (50%)	$9,500	$4,750
TOTAL	$165,707 (59.8%)	$111,263 (40.2%)	$276,970	$165,707

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AN APPLICATION TO SEEK FINANCIAL ASSISTANCE THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANTS FUND FOR THE CONVERSION OF SEVERAL VEHICLES TO ALTERNATIVE FUELS.

§ 1. WHEREAS, the City of Norman desires to seek financial assistance through the ACOG Public Fleet Conversion Grants Fund for the purchase of one (1) Compressed Natural Gas (CNG) Vehicle (a dedicated CNG Street Sweeper along with one (1) 36 Volt Electric Utility Cart (a dedicated battery electric vehicle); and

§ 2. WHEREAS, it is in the best interest of the City of Norman to expedite the preparation and submission of an application for financial assistance from the ACOG Public Fleet Conversion Grants Fund in the form of a grant.

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

§ 3. That the Mayor of the City of Norman is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application through the ACOG Public Fleet Conversion Grants Fund on behalf of the City of Norman.

PASSED AND ADOPTED this 6th day of April, 2011.

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

ATTEST:

Brenda Hall

City Clerk

Cindy S Rosenthal

Mayor

SECTION 1 – APPLICANT INFORMATION

1.PROJECT TITLE (10 words or less): CNG Vehicle Replacement/Electric Vehicle Replacement	**2. DATE SUBMITTED BY APPLICANT**: (M/d/yyyy) **4/8/2011**
	3. DATE RECEIVED BY ACOG: (to be completed by ACOG; leave this area blank)

4. APPLICANT INFORMATION

Legal Name of Entity: CITY OF NORMAN	**Organizational Unit:**
	Department: PUBLIC WORKS
Street Address: **1301 DA VINCI, NORMAN, OK 73069-6560**	Division: FLEET MANAGEMENT
Mailing Address (if different from Street Address):	
City:	**Name and telephone number of person to be contacted on matters involving this application**
State: / Zip:	Prefix: MR. / [redacted]
5. EMPLOYER IDENTIFICATION NUMBER (FEI): 736005350	First Name: MIKE / Middle Initial: W
6. PROPOSED PROJECT:	Last Name: WHITE / Suffix:
Start Date: 7/1/2011 (M/d/yyyy) / Ending Date: 6/30/2012 (M/d/yyyy)	
7. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Cng Vehicle Replacement/Electric Vehicle Replacement	Email: mike.white@normanok.gov
8. LOCATION OF PROJECT (if different from Street Address above)	Phone Number: (give Area Code) (405) 292-9709
Physical Address: 1301 Da Vinci	FAX Number: (give Area Code) (405) 292-9710
City: Norman / State: OK / Zip: 73069-6560	
9. PROJECT MANAGER CONTACT:	**10. TYPE OF APPLICANT: (check appropriate box)**
Prefix: Mr. / First Name: Mike	☐ A. County ☒ B. Municipal ☐ C. Township ☐ D. Public School District ☐ E. State Controlled Institution of Higher Learning ☐ F. Government Contractor ☐ G. Other (Specify)
Last Name: White / Suffix:	
Email: mike.white@normanok.gov	
Phone: (give Area Code) (405) 292-9709	
FAX : (give Area Code) (405) 292-9710	

11. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES.

a. Authorized Representative [redacted]	
Prefix MR. / First Name SHAWN	Middle Name
Last Name O'LEARY	Suffix
b. Title Director Of Public Works	c. Phone (give Area Code) (405) 366-5453
d. Email shawn.oleary@normanok.gov	e. FAX (give Area Code) (405) 366-5418

f. Signature of Authorized Representative	g. Date Signed (M/d/yyyy) 4/5/14

SECTION 2 - PROJECT INFORMATION

A.	Category in which you are applying (check one) ☐ Alternative Fuel Infrastructure ☒ Alternative Fuel/Hybrid Vehicles ☐ Both Fueling Infrastructure and Alternative Fuel/Hybrid Vehicles	
B.	Amount of Grant Request: $165,707	C. Total project cost including planning, engineering, design and construction: $276,970
	Project Description (be brief but complete)	

D. Where is the project located? Who does it serve? How large will it be? How will it be accomplished?

Important: In addition to describing the project location, if the project involves the installation of alternative fuel infrastructure, attach a black and white map on 8 ½ X 11 inch paper showing location and layout of any proposed fueling infrastructure facilities. The map should clearly indicate the location/placement of fueling islands, compressors, charging stations, storage tanks, dispensers, etc. that will be built or expanded with the proposed funding. *Existing facilities and future facilities adjacent to the proposed project should be clearly distinguished on the map and reproducible in black and white.* **Label as Infrastructure Site Map . Attach to application.**

The City of Norman has proposed the purchase of a 2012 compressed natural gas (CNG) 8 Yard Street Sweeping vehicle for the Public Works Storm Water Division and a 36 volt electric utility cart for the Public Works Fleet Management Division.

The City of Norman will be fulfilling the commitment of the Alternative Fuel Policy, which was adopted by City Council in February 2009, by replacing one existing vehicle that utilize diesel and/or unleaded with the compressed natural gas (CNG) vehicles and by replacing one commercial utility cart that utilizes unleaded with one that is powered by battery electricity.

While the City of Norman has purchased compressed natural gas (CNG) vehicles, we have yet to purchase a compressed natural gas (CNG) Street Sweeper or a Battery powered utility cart. Staff will pilot the CNG Street Sweeper and 36 Volt Electric Utility Cart for a period of twelve months to monitor performance, fuel savings, and possible maintenance concerns. If the pilot program is a success, staff will start the process of replacing all diesel powered Street Sweepers with compressed natural gas (CNG) powered Street Sweepers for our Storm Water Department and all small utility carts to electric utility carts city wide.

D.1.	If project involves the replacement of school buses, also respond to the following:			
D.1a.	Average number of district elementary, middle school and high school students riding the school buses on a daily basis:			
D.1b.	Total district enrollment:	# elementary students	# middle school students	# high school students
D.1c.	Entity owning the buses:			
D.1d.	Entity operating and maintaining the fleet:			

D.1e.	Fleet replacement rate:
E.	Why is the project necessary? How will it contribute to improving air quality? The City of Norman is committed to purchasing natural gas vehicles and trucks. By using cleaner burning natural gas to help clean up the environment and reduce our dependency on foreign oil we will cut emissions significantly in the city as we go about replacing our diesel trucks. A long-term goal is to show the rest of the industry how to eliminate foreign oil imports while also playing a role in Oklahoma of reducing harmful emissions in and around our communities. When compared to a new diesel truck, the NOx emissions alone in the Street Sweeper will be reduced by over 83% and even more when compared against older diesel Street Sweepers currently being used. This is primarily because of the substitution of a heavy-duty natural gas engine for a heavy-duty diesel engine that uses a 5.9 liter Cummins B series Diesel engine. The reduction in PM (the visible particulate matter that diesels emit when burning fuel) is even more dramatic as is the greenhouse gases, CO2. The City of Norman is committed to finding new innovative technologies that assist the city in its goal of improving the environment and saving money. When compared to an unleaded powered utility cart, an electric utility cart is better for the environment and has a longer engine life. By using an electric utility cart as opposed to an unleaded powered utility cart, emissions will be reduced by 100%.
F.	What is the project timeline? Include anticipated start date, term of construction or implementation and proposed completion date How will the applicant ensure that the project is implemented in the timeframe requirement of this solicitation? Compressed Natural Gas (CNG) Street Sweeper will be delivered 190 days from receipt of the Purchase Order. Electric Utility Cart will be delivered 90 days from receipt of the Purchase Order.

SECTION 3 - PROJECT IMPACT AND VIABILITY

A.	For the following questions, do not include vehicles such as golf carts that may be driven on-road but are not manufactured primarily for on-road use. Do include heavy-duty equipment such as refuse haulers, and street sweepers.
A.1.	What is the total number of on-road vehicles currently in applicant fleet? 465
A.2.	What is the total number of on-road alternative fuel vehicles currently in application fleet? 74
A.3.	What is the total number of on-road hybrid-electric vehicles currently in applicant fleet? 2
A.4.	If fleet includes alternative fuel vehicles, how many gasoline gallon equivalents of fuel by alternative fuel type were used in Fiscal Year 2010? CNG 18,765 LPG E85 B20 25,874
A.5.	If requested, is applicant prepared and willing to provide ACOG with complete inventory of on-road vehicles owned and/or leased by applicant? ☒ Yes ☐ No

B.	If the proposed project is for the purchase of alternative fuel vehicles, how and where will the vehicles refuel? Please include the location of refueling/recharging site(s) and proximity to the fleet location. Until our CNG station is completed onsite in November 2011, the alternative fuel vehicles will have two options for fueling: University of Oklahoma Fleet Services 510 East Chesapeake Room 104 Norman, Oklahoma 73019 Oklahoma Natural Gas 605 North Berry Road Norman, Oklahoma 73070 The City of Norman currently purchases compressed natural gas (CNG) from the University of Oklahoma and Oklahoma Natural Gas. The University of Oklahoma is the primary vendor with ONG used as a backup incase the primary source is down.
C.	If the proposed project is alternative fuel infrastructure related, does it include a public-access component or multi-fleet component? Please describe and explain.
D.	If the proposed project includes alternative fuel infrastructure and involves a public/private partnership agreement, attach a copy of that agreement to this application signed by all appropriate parties. **Label as Public/Private Partnership Agreement. Attach to application.**
E.	If the project is alternative fuel infrastructure related, how much use will this facility get? How many vehicles will it serve, and what is the anticipated annual alternative fuel throughput (fuel purchased/loaded and sold/used) at proposed infrastructure. (See APPENDIX D.)
F.	If the proposed project is for the purchase of either alternative fuel vehicles or alternative fueling infrastructure, how will the alternative fuel vehicle(s) and alternative fuel infrastructure be serviced or repaired? Do you have certified alternative fuel vehicle technicians and/or certified compressor technicians on staff? Please explain and describe. The City of Norman currently has three (3) Automotive Service Excellence (ASE) and State of Oklahoma certified technicians for CNG operations on staff able to perform all necessary service and repair of our compressed natural gas vehicles.
G.	In the absence of future grant funding, how will the applicant entity sustain its commitment to continued incorporation of clean fuel technologies in its fleet? Please explain and describe. If funding is not available, the City of Norman will continue the commitment of our Alternative

	Fuel Policy by implementing cleaner, greener fuels and technology into our current fleet and reducing our country's dependency on foreign oil. Budget preparations will be submitted to sustain the full cost of CNG replacement vehicles. All other vehicles where CNG capability is not available will be right-sized and will be within the top three most fuel efficient in its class.
H.	Does your entity have a written Alternative Fuel/Hybrid Vehicle Replacement Program that has been approved the city council, board of commissioners, or appropriate governing body? ☒ Yes ☐ No If yes, please attach to this application and **Label as AFV Replacement Program**. **Attach to application.**
I.	What obstacles or problems must be overcome to implement this project? The City of Norman currently has been able to implement an Alternative Fuel Policy in conjunction with the replacement program (see attached Alternative Fuel Program) and utilizes a proven vehicle replacement program (Faster CCG Systems, Inc.) to manage fleet and replacements. With the lack of future funding, it does mean that the replacement of existing gasoline/diesel vehicles and gasoline/diesel utility carts will be at a slower pace. The City of Norman anticipates fuel savings from the natural gas vehicles, either on natural gas currently or planned replacements as shown above will help cover some of the differential costs associated with natural gas vehicles.
J.	What will make this project a success? Adequate funding to expand our internal fleet of natural gas vehicles. This would allow our fleet to have more vehicles converted to run on natural gas, thus reducing a greater number of emissions help lessen our dependence on foreign oil.
K.	If an ACOG Public Fleet Conversion Grant workshop was held subsequent to the April 29, 2010 release of this solicitation and application, did your entity attend? If so, please list name and title of attendee: Shawn O'Leary, City of Norman Director of Public Works Mike White, City of Norman Fleet Superintendent Ted Dumas, Fleet Equipment Support Supervisor

SECTION 4 - PROJECT BUDGET AND COST ESTIMATES

Project cost estimates

	Item	Totals
	Engineering & Design	$
	Utility Relocation	$
	Construction	$
	Equipment	$ 276,970
	Contractual	$
	Other (brief description)	$
	Other (brief description)	$
	Other (brief description)	$
	Total	**$ 276,970**
	Local share[1] (see Note below)	$ 111,263
	Federal Share[2]	$ 165,707

Note:

1 Eligible public sector projects can be funded at a ratio of up to 80 percent federal funds and 20 percent local funds for installation costs and capital investments in alternative refueling/recharging infrastructure, and the cost qualified dedicated AFVs, hybrid vehicles and trucks, hydraulic hybrid trucks and heavy-duty diesel engine replacement or repower to dedicated alternative fuel. Public-private partnerships where private sector vehicles will be purchased using CMAQ funds, are limited to the "incremental cost" of the AFV or hybrid vehicle(s).

2 As above

A.	If other awards, incentives, rebates, transferred tax credits or pass-through incentives will be utilized in this project, please disclose, itemize and explain. **no**
B.	Attach to this application **CURRENT (within the last three months) itemized price quotes from vendor/contractor** and any other pertinent documents supporting the project budget. If a project has multiple aspects such as vehicle purchase and infrastructure development, the project price quotes should be itemized by the appropriate categories. **Label as Itemized Project Budget.**
C.	Describe the nature and extent of your entity's efforts in this project. Please explain in detail the amount and source of local match funds, and any other local support for the proposed project. Cost of CNG Dedicated 8 Yard Street Sweeping Vehicle $267,470 City of Norman's portion (40%) $106,513 Proposed ACOG Grant (60%) $160,957 Cost of Electric 36 volt Utility Cart $ 9,500 City of Norman's portion (50%) $ 4,750 Proposed ACOG Grant (50%) $ 4,750
D.	Does your entity currently have any open or pending loans or grants of any kind for alternative fuel or hybrid vehicles, or alternative fuel infrastructure? Further, does your entity have any open or pending grants or loans related to the project for which this application is being submitted? Please explain. **no**

SECTION 5 - EQUIPMENT RETIREMENT AND REPLACEMENT TABLES

A. Vehicle summary: Complete the following two tables listing vehicles to be retired and new clean fuel technology vehicles that will replace retired vehicles.

TABLE 1

VEHICLES TO BE RETIRED

Make	Model	Model Year	Vehicle Identification Number (VIN)	Gross Vehicle Weight Rating (GVWR)	Engine Example: DT466, Cummins ISL, GM 8.1L, Ford 6.0L, etc.	Fuel Type Diesel or Gasoline	Total Vehicle Mileage	Avg. Annual Mileage	Avg. Annual Fuel Use (gal.)	EPA est. MPG
Freightliner	FX-70	2002	1FVAB3BV72DH73916	33,000	Cummins 5.9L	Diesel	41,000	3,200	1525	2.0
EZ-GO	D2789	1989	523438	1,000	EZ-GO 2-Stroke	Gasoline	n/a	n/a	100	2.5

27-9

TABLE 2

CLEAN FUEL TECHNOLOGY VEHICLES TO BE PURCHASED OR CONVERTED

Make	Model	Model Year	Gross Vehicle Weight Rating (GVWR)	Engine Example: DT466, Cummins ISL, GM 8.1L, Ford 6.0L, etc.	Fuel Type Example: CNG, LPG, Gasoline or Diesel Hybrid, Battery Electric Vehicle, Plug-in Hybrid, Hydraulic Hybrid	EPA estimated MPG (or expected MPG if not EPA rated)	Name of Clean Fuel Technology Manufacturer Must be EPA and/or CARB certified Small Volume Manufacturer or Original Equipment Manufacturer See APPENDICES B and C
International	4300	2012	33,000	DT466	CNG	3.0	ESI
Taylor Dunn	B-210	2012	1,400	36 Volt Electric	Batter Electric Vehicle	n/a	Taylor Dunn

27-10

SECTION 6 - ASSURANCES & RESOLUTIONS

Please affirm your understanding of the following project conditions by initialing in the spaces provided:	
Initial each block below ↓	
CR	Private organizations proposing projects must be contracted to a public entity for public services and must have a public sponsor (a local government unit or transit operator).
CR	In the case of alternative fuel infrastructure projects, the project sponsor or private partner must provide matching dollar funding of a minimum of 50% cost share for eligible expenses.
CR	This is a reimbursement program. The applicant organization must finance the project until Federal reimbursement funds are available.

I hereby certify that the statements contained within the foregoing Application for ACOG Public Fleet Conversion grant are true and complete to the best of the applicant's knowledge and understanding.

Name of Applicant Organization The City of Norman	
Name of Authorized Official Cindy Rosenthal	Title Mayor
Signature Cindy S Rosenthal	Date April 6, 2011

Subscribed and sworn to before me this 6th day of April, 20 11.

(Seal)

Lou Ellen Usry
NOTARY PUBLIC

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
Lou Ellen Usry
Commission # 00006975
Expires May 21, 2012

My Commission Expires: _____

My Commission number: _____

SOONER LIFT INC. 3401 S. Purdue - OKC, OK 73179 - 405.682-1480

City of Norman Fleet Mgmt.

1301 DaVinci St.

Norman, OK 73071

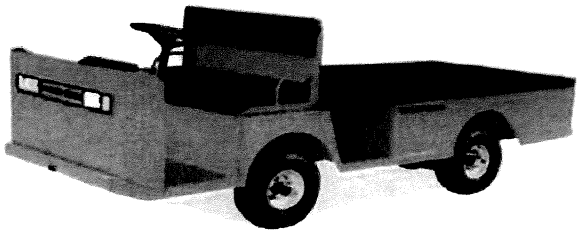
DATE 3/11/2011

QUOTATION RM0230a

YOUR INQUIRY

ATTENTION: Ted Dumas

QUANTITY	EQUIPMENT SPECIFICATIONS	PRICE EACH	TOTAL
One	New Taylor Dunn B-210 GT 36 Volt Electric Burden Carrier - Dual Headlights and taillights/brake light - 2,400 lbs load capacity - Seats 2, bench seat, black vinyl cushions with full seat back - 217 amp hour battery pack - Built In 36 volt charger - Hydraulic Disc Brakes - Color: Safety Orange - Horn - Back Up Alarm - Deck, Full Plywood Deckboard, 43"x75" - Smart View Display (Battery discharge indicator, hour meter, fault codes) - Warranty: 1 Year		
	Total Price: Delivered		$ 9,500.00 (not including tax)



ALL PRICES SUBJECT TO CITY AND STATE TAXES WHERE APPLICABLE

TERMS: NET ON RECEIPT OF INVOICE F.O.B Delivered

Terms of this quotation are subject to acceptance by the management of Sooner Lift, Inc Oklahoma City, OK

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

Purchase Order:

The undersigned hereby purchases and authorized Sooner Lift, Inc. to furnish the equipment as specified in this quotation on the terms and conditions stated.

Company _____

By _____

Date _____

By Ryan McIver

Ryan McIver, Territory Manager

J&R EQUIPMENT, LLC

3-11-11

We are pleased to quote the following Elgin CNG Crosswind Sweeper mounted on a CNG Freightliner M2 with the following options. Please let us know if there is anything else you need. Price for completed sweeper delivered with training is $267,470.00

Regards,

Rodney Womack

MODEL DESCRIPTION
2010 M2 DUAL (CNG: 80 DGE)
CROSSWIND DUAL SIDEBROOMS - CNG

2010 spark ignited emissions, GM 5.7L, 115 HP natural gas engine, 8.0 cu. Yd. Hopper, right and left side brooms, sweeper is powder coated from powder coatings chart 2000W with powder coated gray undercarriage and includes the standard features listed below.

Alternator, 95 amp
Auto Shutdown, Aux. Engine
Backup Alarm, electric
Blower, 20,000 CFM rating with lifetime lined housing
Brooms, hydraulic rotation
Brooms, Dual with side broom lights for night operation
Camera, rear mounted
Console, switches for all sweep functions, including memory sweep with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel level indicator, water level gauge and warning lights for hopper "up", hopper rear door "open" and hopper "full", with auxiliary engine, RPM control, side broom down pressure controls and manual reset circuit breakers
Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
Electronic Throttle, sweep resume/sweep transport/reverse pick-up
Fuel Water Separator on Aux Engine
Hopper rear door, hydraulically opened/closed and locked/unlocked with external controls.
Hose, hydrant fill, 16'9" (5080 mm) with coupling
In-Cab Hopper Dump
LED Clearance Lights
Lights, rear clearance and rear identification
Manuals, operator and parts
Mirrors, West Coast type with 8" convex inserts, one each side
Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12-3/4" (324mm) inside diameter (11" on FSX) suction hose with quick disconnect on suctions side
Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom
Side Broom Outer Position Stop
Trans Oil Cooler
Vacuum enhancer, in-cab operated
Water tank, molded polyethylene, 240 gallons (907L)
Water pre-filter, hydrant fill hose

—WANDERING HOSE—
HYDRAULIC WANDERING HOSE
4 FT. ALUMINUM WANDERING HOSE EXTENSION REAR MOUNT
(2) 4 FT. ALUMINUM WANDERING HOSE EXTENSION
WANDERING HOSE LIGHT DUTY SPRING
LIGHT DUTY LITTER HOSE
REAR STROBE / LED ARROWBOARD
(2) ALTERNATING FLASHING REAR LIGHTS

—LIFELINER HOPPER—
LIFELINER HOPPER SYSTEM W/WARRANTY

RIGHT HAND INSPECTION DOOR & STEP
LEFT HAND INSPECTION DOOR & STEP
6" HOPPER DRAIN
AUXILIARY HYDRAULIC PUMP

—SIDE BROOM OPTIONS—
LEFT HAND SIDE BROOM TILT
RIGHT HAND SIDE BROOM TILT

—MANUALS—
CROSSWIND OPERATORS MANUAL
CROSSWIND PARTS BOOK
CROSSWIND SERVICE MANUAL
CNG MANUAL PACKAGE
CROSSWIND PARTS BOOK - CNG
CROSSWIND OPERATORS MANUAL - CNG

25 - C N. Council, Oklahoma City, OK 73127 • 405-495-5110 • Fax 405-495-5112

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 28

Text File Number: R-1011-109

Introduced: 3/28/2011 by James Fullingim, Fire Chief

Current Status: Consent Item

Version: 1

Matter Type: Resolution

title

RESOLUTION NO. R-1011-109: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACCEPTING RESTITUTION FOR ARSON CASES TO BE USED FOR FUTURE FIRE PREVENTION PROJECTS AND INCREASING THE FIRE INVESTIGATION LIABILITY ACCOUNT BY $2,734.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-109.

ACTION TAKEN: _____

body

BACKGROUND: The Fire Department periodically receives restitution related to arson cases. Restitution is typically part of the resolution of a criminal arson case. It is requested that Council review and consider the following item for acceptance and future use by the Norman Fire Department.

DISCUSSION: The Fire Department has received restitution in the amounts of $1,157.20 and $1,576.80 from arson cases that were prosecuted in federal court. The money will be deposited into the Fire Investigations account to be applied to future fire prevention projects.

RECOMMENDATION: It is recommended that City Council accept restitution in the total amount of $2,734.00 and the money be deposited into Other: Fire Investigation (account #010-0000-227.24-27).

Resolution

R-1011-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACCEPTING RESTITUTION FOR ARSON CASES TO BE USED FOR FUTURE FIRE PREVENTION PROJECTS AND INCREASING THE FIRE INVESTIGATION LIABILITY ACCOUNT BY $2,734.

§ 1. WHEREAS, the Fire Department periodically receives restitution related to arson cases; and

§ 2. WHEREAS, restitution has been received totaling $2,734 from arson cases and staff has requested that the funds be applied to future fire prevention projects; and

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

§ 3. That Other/Fire Investigation Liability Account (010-0000-227.24-27) be increased by $2,734 for future projects.

PASSED AND ADOPTED this 12th day of April, 2011.

ATTEST:

_____
Mayor

_____
City Clerk

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 29

Text File Number: WCC 2009-11497 H

Introduced: 3/21/2011 by Blaine Nice, Assistant City Attorney

Current Status: Consent Item

Version: 1

Matter Type: Court Order

Title

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $52,173.26 REGARDING RICHARD HARTLESS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-11497H.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of $52,173.26 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Body

BACKGROUND: Richard Hartless, a Firefighter for the Norman Fire Department, filed Workers' Compensation Case No. WCC 2009-11497H on September 14, 2009 alleging injury as a result of an incident on April 9, 2009. The case has proceeded through the normal litigation process. A trial was held on February 18, 2010, and the Court awarded Mr. Hartless $47,880.00. The City appealed the trial court's Order based on an objection to the claimant's medical evidence. The Court Order has now been through the available appeals process and is being presented to City Council for consideration. It is recommended that the City comply with this Order.

DISCUSSION:

Nature of Claim. Mr. Hartless was hired by the City on July 22, 1985 with the Norman Fire Department. He filed a Workers' Compensation claim alleging an injury on April 9, 2009. While fighting a grass fire, Mr. Hartless was attempting to pull off a jammed booster line when he injured his left shoulder.

Mr. Hartless was initially seen at Norman Regional Occupational Medicine on April 14, 2009 by Dr. Kim Weise and was diagnosed with an acute left rotator strain. Occupational Medicine proceeded with conservative treatment and Mr. Hartless was placed on light duty until the end of May, 2009 when he was referred to Dr. Carlan Yates of the McBride Clinic due to persistent left shoulder pain. An MRI revealed the cause of the continued pain, and it was determined that surgery would be necessary to alleviate some of Mr. Hartless' pain. On June 2, 2009, claimant underwent arthroscopic surgery. He was then placed on temporary total disability until October 1, 2009 when he reached maximum medical improvement and returned to full work duty with no restrictions.

Issues for Trial. There is no question Mr. Hartless' injury arose out of and during the course of his employment with the City. Therefore, the only issues before the Workers' Compensation Court in this case were the nature and extent of Mr. Hartless' injury, commutation of the award, and continuing medical maintenance. These are determined by the trial judge based on the claimant's testimony and expert medical evidence. The Workers' Compensation Court Judge is free to accept either doctors' opinion or find anywhere within the range of competent medical evidence presented.

On October 28, 2009, Mr. Hartless was evaluated by Dr. Stephen Wilson who opined 33% PPD to the left shoulder. It was also Dr. Wilson's opinion that Mr. Hartless was entitled to continuing medical maintenance due to chronic pain in his left shoulder. A rating of 33% PPD to the "whole man" would be $56,430.00. However, Dr. Wilson's report opined 33% PPD to the "left shoulder". Had Dr. Wilson properly converted the PPD rating of the shoulder to the PPD rating for the whole man, then the proper PPD would have equated to 21% or $35,910.00. The City had Mr. Hartless evaluated on January 7, 2010 by Dr. Kent Hensley who opined 11% PPD to the whole man due to the left shoulder injury. Dr. Hensley also stated that continuing medical maintenance would not be required. The 11% PPD rating equates to $18,810.00. The Workers' Compensation Court trial judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's maximum exposure to compensate Mr. Hartless for his injuries is 33% PPD which equates to $56,430.00 or 21% which equates to $35,910.00 depending on the trial court's interpretation of the medical evidence. There could also be further medical maintenance.

Court Award. This case was heard by the Workers' Compensation Court on February 23, 2010. After hearing the claimant's testimony and considering the expert medical evidence, the Court opined that Mr. Hartless sustained 28% PPD to the left shoulder, and is entitled to continuing medical maintenance and commutation of a portion of net award. The Court's findings are set out in Paragraph Nos. 3, 4, 5 and 6 of the Order as follows:

-3- THAT as a result of said injury, claimant sustained 28 percent permanent partial disability to the LEFT SHOULDER (DUE TO INJECTED AND OPERATED SHOULDER INCLUDING GLENOHUMERAL DEBRIDEMENT, CHONDROPLASTY, LABRAL DEBRIDEMENT, ROTATOR CUFF TEAR REPAIR, DECOMPRESSIONS, BURSECTOMY, ACROMIOPLASTY, LIGAMENT RELEASE AND RESECTION OF THE DISTAL CLAVICLE. THE CLAIMANT HAS RESIDUAL RANGE OF MOTION DEFICITS, WEAKNESS AND NUMBNESS), for which claimant is entitled to compensation for 140 weeks at $342.00 per week, or the total amount of $47,880.00, of which 21 weeks have accrued and shall be paid in a lump sum of $7,182.00.

-4- THAT respondent or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

-5- THAT it would be to the best interests of claimant that 25% of the award ($11,970.00) entered in this case be commuted to a lump sum.

-6- THAT respondent or insurance carrier shall pay claimant the accrued portion of the award of $7,182.00 and the 25% commutation of $11,970.00 here in a lump sum of $19,152.00 and pay the balance of said award at the rate of $342.00 per week until the total award of $47,880.00 (less attorney fee) has been paid to claimant.

On March 15, 2010, an Order Nunc Pro Tunc was entered which vacated paragraphs 3 and 6 of the Order of March 8, 2010, and entered the following:

-3- THAT as a result of said injury, claimant sustained 28 percent permanent partial disability to the WHOLE MAN LEFT SHOULDER (DUE TO INJECTED AND OPERATED SHOULDER INCLUDING GLENOHUMERAL DEBRIDEMENT, CHONDROPLASTY, LABRAL DEBRIDEMENT, ROTATOR CUFF TEAR REPAIR, DECOMPRESSION, BURSECTOMY, ACROMIOPLASTY, LIGAMENT RELEASE AND RESECTION OF THE DISTAL CLAVICLE. THE CLAIMANT HAS RESIDUAL RANGE OF MOTION DEFICITS, WEAKNESS AND NUMBNESS), for which claimant is entitled to compensation for 140 weeks at $342.00 per week, or the total amount of $47,880.00, of which 21 weeks have accrued and shall be paid in a lump sum of $7,182.00.

-6- THAT respondent or insurance carrier shall pay the accrued portion of the award of $7,182.00 and the 25% commutation of $11,970.00 here in a lump sum of $19,152.00 and pay the balance of said award at the rate of $342.00 per week until the total award of $47,880.00 (less attorney fee) has been paid to claimant.

This Order properly found the PPD to the "whole man" as opposed to the "left shoulder."

As can be noted in Paragraph No. 3 of the Court's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rates over a period of time. Mr. Hartless' weekly wage PPD rate is $342.00. In this instance, a portion of the award has accrued and was to be paid in a lump sum.

The City appealed the award to the Workers' Compensation Court En Banc on the basis that the claimant's medical expert had not properly converted the 33% PPD rating of the left shoulder to a rating for PPD to the whole man. Consequently, the City argued that the Court's award of 28% PPD to the whole man was outside the range of medical evidence and, therefore, not competent. The Court En Banc affirmed, finding the trial court's award "was not against the clear weight of evidence nor contrary to law." In addition, the En Banc court ordered the City to pay interest at 5.25% per year from the date of the award, March 11, 2010.

Thereafter, the City appealed the award to the Oklahoma Supreme Court. The Supreme Court assigned the appeal to the Court of Civil Appeals who sustained the Workers' Compensation Court En Banc's decision. The City then asked for a rehearing and that request was denied.

On January 2, 2011, the City filed a Petition for Writ of Certiorari with the Oklahoma Supreme Court. The Court denied the request on March 7, 2011 and there is no further appeal available. The award of the Workers' Compensation Court is now brought forward for Council acceptance.

Due to the length of time for the appeals process, the entire award is now due in a lump sum payment in addition to interest accrued from March 11, 2010 through April 19, 2011. In complying with the Workers' Compensation Order, payment to claimant and his attorney will be as set out in Attachment 2. The total cost of this Order to the City would be $52,173.26.

RECOMMENDATION: The issues tried on February 18, 2010 were the nature and extent of Mr. Hartless' injury, commutation of the award and continued medical maintenance. Due to the length of time for the appeals process, the entire Award is now due in a lump sum. The appeals process has been exhausted. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined above. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 2b, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

Richard Hartless v. City of Norman
WCC-2009-11497 H
Attachment No. 2

DESCRIPTION	AMOUNT
PPD (28% Whole Body)	$ 47,880
5.25% interest from March 11, 2010, to March 7, 2011 (per court order)	$ 2,494.18
5.25% interest 6 weeks Finance processing	$ 289.38
Total Lump Sum to Claimant	**$ 50,663.56**

Also, as noted, in Paragraph Nos. 7 & 8 of the Order, the City will incur additional costs and fees and follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	$ 957.60
Special Occupational Health & Safety Fund Tax	$ 359.10
Filing Fee (Workers' Comp Court)	$ 75.00
Filing Fee (Cleveland County District Court)	$ 118.00
Total costs & fees to the City of Norman	**$ 1,509.70**

The total cost of this Order to the City would be $52,173.26.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

In re claim of:

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
March 8, 2010
Robert L. Tharp
COURT CLERK

RICHARD HARTLESS Claimant	)	Court Number: 2009-11497H
NORMAN FIRE DEPARTMENT Respondent	)	
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	Claimant's Social Security Number: [redacted]

ORDER DETERMINING COMPENSABILITY AND AWARDING PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 23rd day of FEBRUARY, 2010, this cause came on for consideration pursuant to regular assignment and hearing on FEBRUARY 18, 2010, before JUDGE ERIC W QUANDT, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, HEATHER A. LEHMAN and respondent and insurance carrier appeared by counsel, REBECCA R FRAZIER.

The Court having considered the evidence and records on file, and being well and fully advised in the premises FINDS AND ORDERS AS FOLLOWS:

- 1 -

THAT on APRIL 9, 2009, claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on said date claimant sustained accidental personal injury to the LEFT SHOULDER arising out of and in the course of claimant's employment.

- 2 -

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at $683.00 per week for temporary total disability and $342.00 per week for permanent partial disability.

-3 -

THAT as a result of said injury, claimant sustained 28 percent permanent partial disability to the LEFT SHOULDER (DUE TO INJECTED AND OPERATED SHOULDER INCLUDING GLENOHUMERAL DEBRIDEMENT, CHONDROPLASTY, LABRAL DEBRIDEMENT, ROTATOR CUFF TEAR REPAIR, DECOMPRESSION, BURSECTOMY, ACROMIOPLASTY, LIGAMENT RELEASE AND RESECTION OF THE DISTAL CLAVICLE. THE CLAIMANT HAS RESIDUAL RANGE OF MOTION DEFICITS, WEAKNESS AND NUMBNESS), for which claimant is entitled to compensation for 140 weeks at $342.00 per week, or the total amount of $47,880.00 of which 21 weeks have accrued and shall be paid in a lump sum of $7,182.00.

- 4 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

- 5 -

THAT it would be to the best interests of claimant that 25% of the award ($11,970.00) entered in this case be commuted to a lump sum.

- 6 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award of $7,182.00 and the 25% commutation of $11,970.00 here in a lump sum of 419,152.00 and pay the balance of said award at the rate of $342.00 per week until the total award of $47,880.00 (less attorney fee) has been paid to claimant.

- 7 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $359.10, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $957.60 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 8 -

THAT pursuant to Title 85 O.S. Section 93, a filing fee of seventy-five dollars ($75.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator unless a filing fee was previously paid, within twenty (20) days from the date this order becomes final.

- 9 -

THAT the sum of $9,576.00 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/S/ Eric W. Quandt

ERIC W QUANDT, JUDGE

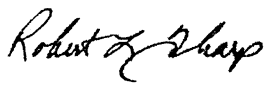
lw/CRichardson

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: REBECCA R FRAZIER
ASSISTANT CITY ATTORNEY
P O BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.



Court Clerk
March 8, 2010

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
March 15, 2010
Robert L. Tharp
COURT CLERK

In re claim of:

RICHARD HARTLESS Claimant	)	Court Number: 2009-11497H
NORMAN FIRE DEPARTMENT Respondent	)	
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	Claimant's Social Security Number: [redacted]

ORDER NUNC PRO TUNC

Now on this 11th day of MARCH, 2010, the Court finds that due to SCRIVENER'S ERROR Paragraph 3 and 6 of the order entered herein on MARCH 8, 2010, should be and the same is hereby vacated and the following entered in lieu thereof:

I. VACATE PARAGRAPH 3 AND ENTER THE FOLLOWING IN LIEU THEREOF:

-3 -

THAT as a result of said injury, claimant sustained 28 percent permanent partial disability to the **WHOLE MAN** LEFT SHOULDER (DUE TO INJECTED AND OPERATED SHOULDER INCLUDING GLENOHUMERAL DEBRIDEMENT, CHONDROPLASTY, LABRAL DEBRIDEMENT, ROTATOR CUFF TEAR REPAIR, DECOMPRESSION, BURSECTOMY, ACROMIOPLASTY, LIGAMENT RELEASE AND RESECTION OF THE DISTAL CLAVICLE. THE CLAIMANT HAS RESIDUAL RANGE OF MOTION DEFICITS, WEAKNESS AND NUMBNESS), for which claimant is entitled to compensation for 140 weeks at $342.00 per week, or the total amount of $47,880.00 of which 21 weeks have accrued and shall be paid in a lump sum of $7,182.00.

II. VACATE PARAGRAPH 6 AND ENTER THE FOLLOWING IN LIEU THEREOF:

- 6 -

THAT respondent or insurance carrier shall pay the accrued portion of the award of $7,182.00 and the 25% commutation of $11,970.00 here in a lump sum of $19,152.00 and pay the balance of said award at the rate of $342.00 per week until the total award of $47,880.00 (less attorney fee) has been paid to claimant.

This order corrects nunc pro tunc the order entered herein on MARCH 8, 2010, and all other provisions of said order shall remain in full force and effect as the order of this Court.

BY ORDER OF:

/s/ Eric W. Quandt

ERIC W QUANDT, JUDGE

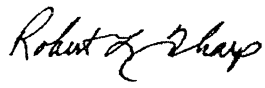
../CRichardson

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: REBECCA R FRAZIER
ASSISTANT CITY ATTORNEY
P O BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.



Court Clerk
March 15, 2010

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
August 10, 2010
Robert L. Tharp
COURT CLERK

In re claim of:

RICHARD HARTLESS Claimant	)	Court Number: 2009-11497H
NORMAN FIRE DEPARTMENT Respondent	)	Claimant's Social Security Number: [redacted]
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	

ORDER ON APPEAL AFFIRMING
THE DECISION OF THE TRIAL COURT

On JUNE 4, 2010, this cause came on for hearing before the undersigned Judges, sitting as a panel, on appeal from the order of the Trial Judge heretofore entered on MARCH 8, 2010.

After reviewing the record in this case, and being fully informed in the premises, said Judges find that the order of the Trial Judge heretofore entered in this case on MARCH 8, 2010, was not against the clear weight of evidence nor contrary to law and the same is hereby AFFIRMED.

Respondent or insurance carrier is hereby ordered to pay interest on the accrued portion of said award at the rate of 5.25% per year from the date of the award.

Upon adoption of the foregoing order on the 30th day of JULY, 2010, the roll was called and the following voted:

/s/ Kent Eldridge
JUDGE CLARENCE KENT ELDRIDGE, AYE

/s/ Bob Lake Grove
JUDGE BOB LAKE GROVE, AYE

/s/ Cherri Farrar
JUDGE CHERRI FARRAR, **I DISSENT**

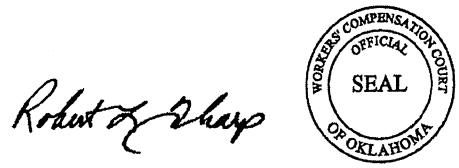
../CRichardson

A copy of the above and foregoing Court Order was mailed, by regular or certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: REBECCA R FRAZIER
ASSISTANT CITY ATTORNEY
P O BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.



Court Clerk
August 10, 2010

NOT FOR OFFICIAL PUBLICATION

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

FILED
COURT OF CIVIL APPEALS
STATE OF OKLAHOMA
DEC - 3 2010
MICHAEL S. RICHIE
CLERK

DIVISION I

CITY OF NORMAN, a Municipal Corporation, Own Risk,	)	
Petitioner,	)	
vs.	)	Case No. 108,473
RICHARD HARTLESS and THE WORKERS' COMPENSATION COURT,	)	
Respondents.	)	

PROCEEDING TO REVIEW AN ORDER OF A THREE-JUDGE PANEL
OF THE WORKERS' COMPENSATION COURT

SUSTAINED

Jeff H. Bryant,
City Attorney,
Rebecca R. Frazier,
Assistant City Attorney,
Norman, Oklahoma, For Petitioner,

William C. Doty,
Heather A. Lehman,
BELL LAW FIRM,
Norman, Oklahoma, For Respondents.

Opinion by Wm. C. Hetherington, Jr., Judge:

¶1 Petitioner City of Norman (Employer) seeks review of the judgment of the Workers' Compensation Court, affirmed by a three-judge panel, finding Respondent Richard Hartless (Claimant) had suffered 28% permanent partial disability to the "whole man left shoulder." Employer's failure to object to Claimant's medical evidence *at trial* precludes Employer from appealing the issue and renders the evidence competent. As such, the trial court's judgment was within the range of competent medical evidence, and we **sustain**.

¶2 When reviewing orders of the Workers' Compensation Court, we apply the "any competent evidence" standard. *Parks v. Norman Municipal Hospital*, 1984 OK 53, ¶12, 684 P.2d 548, 551. This standard of review requires us to canvass the facts, not to weigh conflicting proof to determine where the preponderance lies, but to ascertain whether the decision is supported by any competent evidence. *Yocum v. Greenbriar Nursing Home*, 2005 OK 27, ¶8, 130 P.3d 213, 219. Only in the absence of competent support may the order be viewed as legally erroneous and subject to appellate vacation. *Id.*

¶3 Claimant is, and has been for over twenty years, a City of Norman firefighter. On April 9, 2009, Claimant sustained an injury to his left shoulder when, during a grass fire, he jerked on a jammed booster line. It is undisputed this injury occurred

during Claimant's employment and the action in which he sustained injury was within his scope of employment. Claimant filed a Form 3 on September 14, 2009, seeking permanent partial disability benefits.

¶4 Claimant filed a Form 9 December 9, 2009, which included a medical report by Dr. M. Stephen Wilson. On December 14, 2009, Employer filed an entry of appearance, a Form 10, and a timely objection to Dr. Wilson's medical report. Employer's objection to Dr. Wilson's medical report contained general contentions that the report was hearsay, lacked probative value, and was incompetent – without any specificity as to said propositions. Dr. Wilson's report contained a finding Claimant had sustained a "31% permanent partial impairment to his shoulder due to his work related accident while employed by City of Norman Fire Department."

¶5 Trial was held February 18, 2010. Employer admits, as is confirmed by the record, that Employer failed to object to Claimant's medical report at trial. Specifically, Employer failed to object to Dr. Wilson's finding Claimant had sustained a 31% permanent partial impairment to his shoulder. Dr. Wilson's report seemingly inadvertently failed to convert this finding to a percentage of the "whole man" as is required by the *American Medical Association Guides to the Evaluation*

of Permanent Impairment, Fifth Edition (AMA Guides).[1] Employer's medical report found Claimant had suffered an 11% permanent partial impairment of the whole man regarding the left shoulder. Ultimately, the trial court awarded Claimant compensation for a finding of 28% permanent partial disability to the "whole man left shoulder." The trial court's finding of 28% permanent partial disability is within the range established by Dr. Wilson's medical report (31%) and Employer's medical report (11%).

¶6 Employer appealed to the Workers' Compensation Court three-judge panel on March 18, 2010. Employer contended the trial court's judgment was against the clear weight of evidence and contrary to law because Dr. Wilson's report should be found incompetent for failing to convert to the whole man standard. Employer sought an order reducing the award of benefits Claimant received to be within the alleged range of the competent evidence. The three-judge panel found the ruling was not against the weight of the evidence and sustained the trial court's judgement.

¶7 Employer's failure to object to Claimant's medical report at trial waived the right to appeal the issue pursuant to 85 O.S. Ch. 4 App., Rule 20 (F), which states,

> F. 1. Upon receipt of the treating physician's or independent medical examiner's medical report, the

[1]Compliance with the AMA Guides is required pursuant to 85 O.S. Ch. 4 App, Rule 21(A) and (F).

> party-recipient may object to the report *on any of the following grounds* by giving written notice to all parties and to the Court within ten (10) days or such objections shall be deemed waived:
>
> > a. object to the hearsay nature of the report and request cross-examination of the physician by deposition; or
> >
> > b. object to the treating physician's medical report by filing a Form 13 requesting the appointment of an independent medical examiner pursuant to 85 O.S. Section 17(A)(2) and Section 17(D)(3).
>
> 2. *All other objections to the medical report* <u>*shall be raised*</u> *at the time of trial or shall be waived.*
> (Emphasis added.)

The rule very clearly states that "[a]ll other objections" shall be raised during trial or they shall be waived.

¶8 "Failure to lodge a specific objection at trial results in waiver of that issue on appeal." *Rush Truck Center v. Watson*, 2007 OK CIV APP 37, ¶4, 159 P.3d 1146, 1148 (citing *In re Death of Garland*, 1998 OK 72, ¶7, 968 P.2d 1214, 1217). Similarly, evidence not objected to stands as properly admitted and constitutes competent medical evidence which may be used to support a trial court's judgment. *Id.* Employer has waived its objection to Claimant's medical evidence, and Claimant's medical evidence stands as properly admitted and competent. Therefore,

the trial court's judgment was within the range of competent evidence and is not contrary to law. **SUSTAINED.**

BUETTNER, P.J., and HANSEN, J., concur.

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION I

FILED
COURT OF CIVIL APPEALS
STATE OF OKLAHOMA

JAN - 7 2011

MICHAEL S. RICHIE
CLERK

CITY OF NORMAN, a Municipal Corporation, Own Risk,	)	
Petitioner,	)	
vs.	)	Case No. 108,473
RICHARD HARTLESS and THE WORKERS' COMPENSATION COURT,	)	
Respondents.	)	

ORDER

Petitioner's Petition for Rehearing filed December 27, 2010 is DENIED.

DONE BY ORDER OF THE COURT OF CIVIL APPEALS this 6th day of January, 2011.

Kenneth L. Buettner

KENNETH L. BUETTNER
Presiding Judge

20 days - 1-27-11

$2600 interest

FILED
SUPREME COURT
STATE OF OKLAHOMA

MAR - 7 2011

MICHAEL S. RICHIE
CLERK

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

MONDAY, MARCH 7, 2011

THE CLERK IS DIRECTED TO ENTER THE FOLLOWING ORDERS OF THE COURT:

107,162 In re: The marriage of Caleb Lynn Garrison v. Kirsten Nichole Garrison
Petition for certiorari is denied.
Appellee's request for attorney's fee is denied.
ALL JUSTICES CONCUR.

107,785 In the matter of the Estate of Lester Jennings, Tinsley, Jr., deceased; Leslie Edwards etc. v. Don Sessions et al
Petition for certiorari is denied.
ALL JUSTICES CONCUR.

107,862 MacDonald Oil & Gas, LLC v. Keith Sledd, Trustee of the Nedbalek Family Trust, dated 3/1/1993
Petition for certiorari is denied.
ALL JUSTICES CONCUR:

108,473 City of Norman, a municipal corporation, Own Risk v. Richard Hartless et al
Petition for certiorari is denied.
ALL JUSTICES CONCUR.

108,736 BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP v. Ronald R. White a/k/a Ronald R. White, Jr. et al
Petition for certiorari is denied.
ALL JUSTICES CONCUR.

CHIEF JUSTICE

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

In re claim of:

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
March 17, 2011
Robert L. Tharp
COURT CLERK

RICHARD HARTLESS Claimant	)	
	)	Court Number: 2009-11497H
NORMAN FIRE DEPARTMENT Respondent	)	
	)	Claimant's Social Security
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	Number: [redacted]
	)	Supreme Court No. 108473

ORDER ON MANDATE

Now on this 17th day of MARCH, 2011, this case comes for consideration pursuant to receipt of the Mandate of the Supreme Court, same bearing date of MARCH 17, 2011, said Mandate SUSTAINED the Order of the Workers Compensation Court and commanding the Workers' Compensation Court to cause such SUSTAINING of the Order to show of record, and said Mandate further directing the Workers' Compensation Court to issue such process and take such other and further action as may be in accord with the right and justice of said opinion.

Respondent or Insurance Carrier is hereby ordered to pay interest on the accrued portion from the date of the award at the rate of 5.25%, and any subsequent change in postjudgment interest as outlined in Title 12, Sec. 727.1 until such judgment is satisfied.

IT IS THEREFORE ordered that the Mandate of the Supreme court be and the same hereby is spread of record in this court.

Upon adoption of the foregoing order on the 17th day of MARCH, 2011, the roll was called and the following voted:

JUDGE MICHAEL J HARKEY, AYE

JUDGE GENE PRIGMORE, AYE

JUDGE CHERRI FARRAR, AYE

JUDGE JOHN MICHAEL MCCORMICK, AYE

JUDGE CLARENCE KENT ELDRIDGE, AYE

JUDGE BOB LAKE GROVE, AYE

JUDGE WILLIAM R FOSTER, AYE

JUDGE OWEN T EVANS, AYE

JUDGE DAVID P REID, AYE

../RTharp

Claimant's Attorney:

RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

W.C. DOTY
PO BOX 1529
NORMAN, OK 73070-1529

HEATHER A. LEHMAN
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney:

REBECCA R FRAZIER
ASSISTANT CITY ATTORNEY
P O BOX 370
NORMAN, OK 73070

JEFF H. BRYANT
CITY ATTORNEY
PO BOX 370
NORMAN, OK 73070

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Court Clerk
March 17, 2011

RECEIVED
MAR 18 2010
Office of the
City Attorney

PURCHASE REQUISITION NBR: 0000184140

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS' COMP AWARD

DATE: 3/21/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: RICHARD HARTLESS & BELL LAW OF

DELIVER BY DATE: 4/13/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS' COMP AWARD HARTLESS V. CON; WCC 2009-11497 H; COURT AWARD IN THE AMOUNT OF $47,880 PLUS 5.25% INTEREST FROM 3-7-11 THROUGH 4-19-11 IN THE AMOUNT OF $2,783.56 FOR A TOTAL DUE OF $50,663.56 CONTINGENT UPON COUNCIL APPROVAL 4-12-11. SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	50663.5600	50663.56	

REQUISITION TOTAL: 50663.56

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	01030024152131	Other Salary Orders/Settlements		100.00	50663.56
					50663.56

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT UPON COUNCIL APPROVAL ON 4-12-11; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000184142

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS' COMP ADMIN TAX

DATE: 3/21/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION

DELIVER BY DATE: 3/22/11

1	WORKERS COP ADMIN TAX HARTLESS V. CON; WCC 2009-11497 H; CONTINGENT UPON COUNCIL APPROVAL ON 4-12-11; SEPARATE CHECK; RETU RN CHEC TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	957.6000	957.60	2267

REQUISITION TOTAL: 957.60

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	01030024152133	Other Salary Administration Fund		100.00	957.60
					957.60

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000184143

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: SPEC OCCUP & HEALTH TAX

DATE: 3/21/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN

DELIVER BY DATE: 3/22/11

1	SPECIAL OCCU & HEALTH TAX HARTLESS V. CON; WCC 2009-11497 H; CONTINGENT UPON COUNCIL APPROVAL ON 4-12-11; SEPARATE CHECK; RETU RN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	359.1000	359.10	1950

REQUISITION TOTAL: 359.10

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	01030024152135	Other Salary Spec Occ Health & Safety		100.00	359.10
					359.10

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000184144

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS' COMP FILING FEE

DATE: 3/21/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT

DELIVER BY DATE: 3/22/11

1	WORKERS' COMP FILING FEE HARTLESS V. CON; WCC 2009-11497 H; CONTINGENT UPON COUNCIL APPROVAL; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	140.0000	140.00	2268

REQUISITION TOTAL: 140.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	01030024154704	Miscellaneous Services Other Filing Fees		100.00	140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETUN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000184145

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: CLEVELAND COUNTY FILING FEE

DATE: 3/21/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK

DELIVER BY DATE: 3/22/11

1	CLEVELAND COUNTY FILING FEE HARTLESS V. CON; WC 2009-11497 H; CONTINGENT UPON COUNCIL APPROVAL 4-12-11; SEPARATE CHECK; RETURN C HECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	118.0000	118.00	434

REQUISITION TOTAL: 118.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	01030024154703	Miscellaneous Services District Court Filing Fee		100.00	118.00
					118.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

CITY COUNCIL AGENDA
MARCH 22, 2011

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

Item No. 30

Text File Number: R-1011-82

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

Current Status: Non-Consent Item

Version: 1

Matter Type: Land Use Plan Resolution

Title

RESOLUTION NO. R-1011-82: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1011-5**, SO AS TO LOTS 1-10, BLOCK 3; LOTS 1-9, BLOCK 4; LOTS 1-10, BLOCK 5; AND LOT 1, BLOCK 6, PRESIDENTIAL NO. 4 ADDITION AND ALL OF LOTS 1-13, BLOCK 1, AND LOTS 1-6, BLOCK 2, PRESIDENTIAL NO. 3 ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE HIGH-DENSITY RESIDENTIAL DESIGNATION AND REMOVE THE SAME FROM THE COMMERCIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (1801 JEFFERSON COURT AND 2681 JEFFERSON DRIVE)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-82, Land Use Plan Amendment No. LUP-1011-5; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto.

ACTION TAKEN: _____

Body

BACKGROUND. The property was constructed as a hotel in 1983, and was subsequently purchased by the Marriott Corporation, who has operated it since then. The property has been offered for sale, and the new owner wishes to convert the use to apartments. Apartments are not an allowed use under the current commercial zoning, and the new owner has submitted a request to amend the plan designation to High Density Residential and to rezone the property to RM-6, Medium Density Apartment District. The plan designation of High Density would support requests for either RO (a mixed-use High Density District) or RM-6 (a Medium Density Apartment District).

DISCUSSION. The hotel units were originally constructed to allow long-term occupancy, as they include kitchens and multiple bedrooms in most cases. Parking is dispersed throughout the property. The conversion process should not be extensive, and the exterior appearance will be similar. There are other apartments nearby, and this conversion should not result in any negative impacts.

STAFF RECOMMENDATION: This request satisfies both criteria for plan amendments, essentially, changing circumstances (the number of newer competing hotel rooms in Norman), and no adverse impacts on surrounding properties (existing nearby apartment units). Because the units were initially constructed with a residential appearance, the conversion from commercial to residential will not be visually apparent. The Planning Commission, by a vote of 7-0, recommended adoption of this Resolution. Staff is able to support this request to amend the 2025 Plan and rezone the property to RM-6. Medium Density Apartment District.

Resolution

R-1011-82
LUP-1011-5

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1011-5**, SO AS TO LOTS 1-10, BLOCK 3; LOTS 1-9, BLOCK 4; LOTS 1-10, BLOCK 5; AND LOT 1, BLOCK 6, PRESIDENTIAL NO. 4 ADDITION AND ALL OF LOTS 1-13, BLOCK 1, AND LOTS 1-6, BLOCK 2, PRESIDENTIAL NO. 3 ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE HIGH-DENSITY RESIDENTIAL DESIGNATION AND REMOVE THE SAME FROM THE COMMERCIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (1801 JEFFERSON COURT AND 2681 JEFFERSON DRIVE)

§ 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and

§ 2. WHEREAS, the City Council at its meeting of December 19, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan; and

§ 3. WHEREAS, 2681 Jefferson Street Holdings, L.L.C., has requested that the following described property be moved from the Commercial Designation and placed in the High-Density Residential Designation, to wit:

Lots 1-10, Block 3; Lots 1-9, Block 4; Lots 1-10, Block 5; and Lot 1, Block 6, PRESIDENTIAL NO. 4 ADDITION, and all of Lots 1-13, Block 1, and Lots 1-6, Block 2, PRESIDENTIAL NO. 3 ADDITION to the City of Norman, Cleveland County Oklahoma. Said track contains 4.88 acres, more or less.

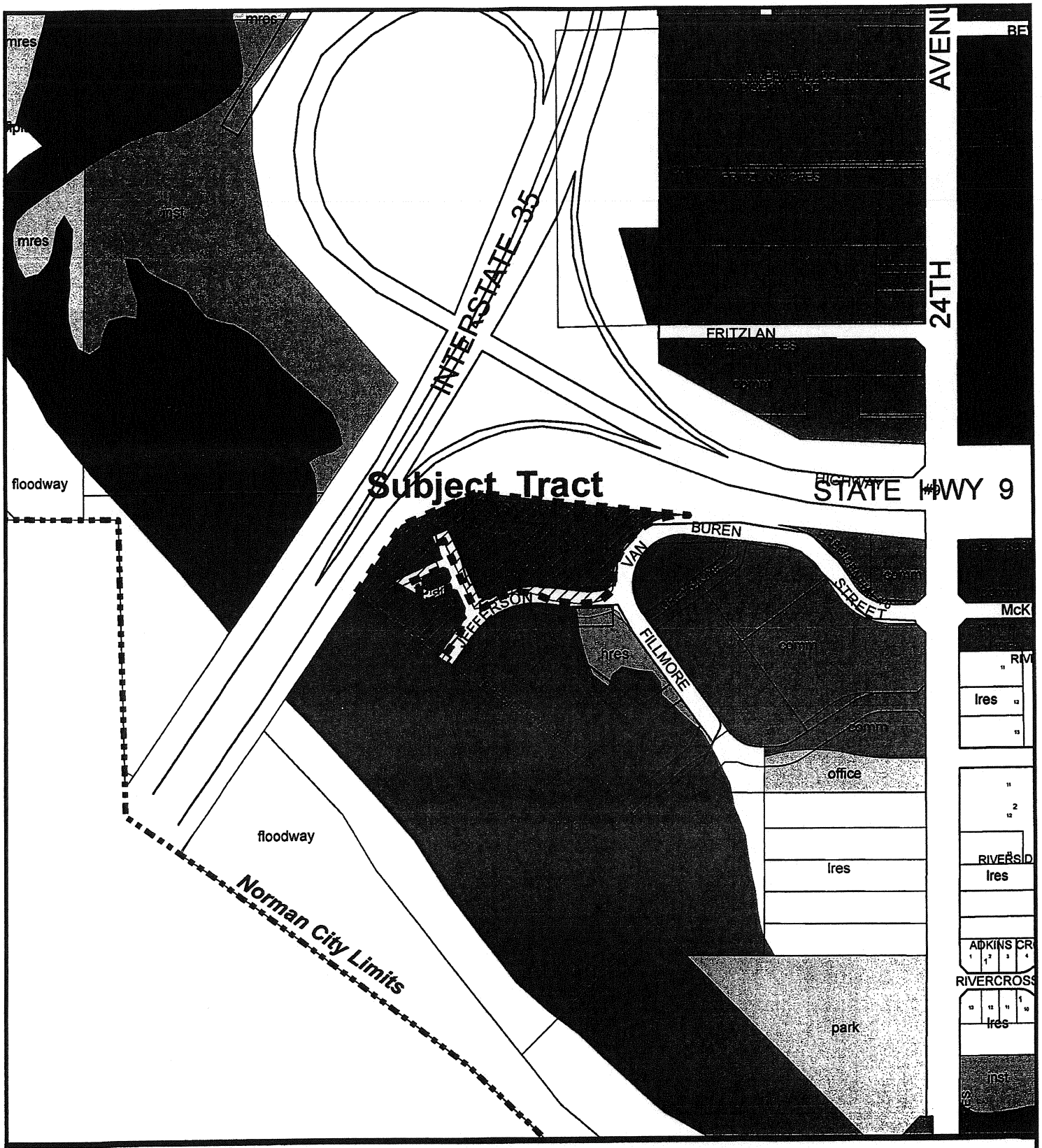
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration, has determined that the requested amendment is compatible with the adopted NORMAN 2025 Land Use and Transportation Plan and does hereby approve the requested amendment.

PASSED and ADOPTED this _____ day of _____, 2011.

ATTEST: _____
Mayor

_____
City Clerk



Location Map

R-1011-82
NORMAN 2025 Land Use Amendment
Owner/Developer: 2681 Jefferson Street Holdings, L.L.C.

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

N W E S

January 27,

0 200 400 Ft.

Zoning

RESOLUTION NO. R-1011-82 ITEM NO. 5a

STAFF REPORT

ITEM: 2681 Jefferson Street Holdings, L.L.C. requests amendment of the NORMAN 2025 Land Use and Transportation Plan (LUP-1011-5) from Commercial Designation to High-Density Residential Designation for property located at 1801 Jefferson Court and 2681 Jefferson Street (currently Marriott Residence Inn).

SUMMARY OF REQUEST: The property was constructed as a hotel in 1983, and was subsequently purchased by the Marriott Corporation, who has operated it since then. The property has been offered for sale, and the new owner wishes to convert the use to apartments. Apartments are not an allowed use under the current commercial zoning, and the new owner is seeking approval to change the plan designation and zoning of the property.

STAFF ANALYSIS: The primary reason for the requested change is an acknowledgement that the number of newer hotel rooms available in the Norman area has resulted in a decreased demand for older properties such as this. The hotel units were originally constructed to allow long-term occupancy, as they include kitchens and multiple bedrooms in most cases. Multiple buildings are scattered around the parcel, with parking intermixed throughout. The conversion process should not be extensive, and the exterior appearance will be similar. There are other apartments nearby, and this conversion should not result in any negative impacts.

STAFF RECOMMENDATION: This request satisfies both criteria for plan amendments, essentially, "changing circumstances" (the number of newer hotel rooms in Norman), and "no adverse impacts on surrounding properties" (existing nearby apartment units). Because the units were initially constructed with a residential appearance, the conversion from "commercial" to "residential" will not be visually apparent. Staff is able to support this request to amend the 2025 Plan.

Applicant	2681 Jefferson Street Holdings, LLC
Location	South of intersection of I-35 and Highway 9 East
Case Number	PD10-28
Time	6:30—7:00 PM

Attendee	Stakeholder	Address	Phone
Sean P. Rieger	Applicant's attorney	136 Thompson Drive	329-6070
William Forrest	Commercial realtor	1200 NW 63rd Street OKC 73116	272-5357
Susan Atkinson	City facilitator		366-5392
Doug Koscinski	City Advisor		366-5437
Leah Messner	City Attorney's office		366-7748

Application Summary. Applicants are seeking to rezone the majority of a 4.88-acre commercial parcel to an RM-6 Medium Density Apartment District. A portion of the parcel is already zoned RM-6. The applicants are also seeking to amend the *Norman 2025 Land Use Plan* from Commercial to Residential. The entire area is located in a Floodplain Zone as well.

Applicant's Opportunity. The applicants are seeking to convert the existing Marriott Residence Inn from a hotel use to an apartment use. The applicants believe this facility was originally built as apartments in the 1980s but was later converted to a hotel use. All units are equipped with kitchens that include full-size stoves and refrigerators in addition to living and dining rooms, bathrooms and bedrooms. There is also a pool and laundry facility on the site similar to apartment developments.

The southernmost portion of this property including the southernmost two buildings are already zoned RM-6. Immediately adjacent to this property is the Presidential Gardens Apartment complex which has been zoned RM-6 since the early 1970s. No additional construction is proposed for this property, so the existing site plan is submitted.

GREENBELT COMMISSION MEETING

GREENBELT ENHANCEMENT STATEMENT COMMENTS

JANUARY 24, 2011

PD10-28

Applicant:	2681 Jefferson Street Holding, LLC
Location:	This property is located at the southeast corner of the intersection of I-35 and Highway 9.
Request:	NORMAN 2025 Land Use Plan from Commercial to Floodplain to High Density Residential and Floodplain and request for zoning change from C-2 (General Commercial) to RM-6 (Medium Density Apartment) to allow for apartment use rather than the extended stay hotel. This property is currently known as the Marriott Residence Inn.

This item was on the consent docket. The consent docket passed unanimously.

Pre-Development Case No. PD 10-28

NORMAN GREENBELT ENHANCEMENT STATEMENT DATE: **11/29/10**

The Norman City Council established the Norman Greenbelt Commission and charged the group with reviewing proposed developments in order to increase the preservation of beneficial green spaces and to identify trail system opportunities in new developments where appropriate. This Greenbelt Enhancement Statement form was developed to aid in assessing proposed new developments to insure that green space and trail opportunities are being included in new development designs, whenever possible.

As part of your application and submittal of information for a Pre-Development Meeting, this form should be utilized to address the Greenbelt Commission's review. ***The City of Norman ordinances require that you complete this Greenbelt Enhancement Statement and leave it with City of Norman staff at the same time as you submit the required information for a Pre-Development Meeting.***

Review: At the time you submit the application and information for a Pre-Development Meeting, you will be provided with both the date of the Pre-Development Meeting and the date of the next Greenbelt Commission meeting. You are urged to attend that Greenbelt Commission meeting where you will be provided an opportunity to present information, to explain and discuss your proposed development, and to answer questions the Greenbelt Commission might have about your submittal. Based upon the review and discussion at the Greenbelt Commission meeting, the Greenbelt Commission will make comments and recommendations about your proposal. Those comments and recommendations will then be recorded and provided to you. The comments and recommendations will also be forwarded to the Planning Commission and City Council as part of their agenda packets whenever you make an application for consideration of your proposed development.

Should you have any questions about this process or any of the questions, please feel free to contact the City of Norman Greenbelt Commission staff at 405-366-5435. (Attached is the adopted Greenbelt Ordinance which includes guidelines.)

Greenbelt Enhancement Statement for Proposed Developments

Applicant Name: **2681 JEFFERSON STREET HOLDINGS, LLC**
Date: **11/29/10**
Contact Person: **c/o Sean Paul Rieger, Attorney for Applicant**
Telephone/Fax/Email: **P 405.329.6070; F 405.329.7103; email sp@riegerllc.com**

1. List development name, location, number of acres, and type of development, including types of buildings and their proposed uses.

   - **Currently called the Marriott Residence Inn**
   - **Just south of the intersection of I-35 and Highway 9 East.**

- **1801 JEFFERSON CT, NORMAN OK 73072**
    - **Roughly 2.73 acres**
- **2681 JEFFERSON, NORMAN OK 73072**
    - **Roughly 2.15 acres**
- **The development will not change in its built form. This is only a zoning change of the use of the currently developed property. Currently the property is operated as an extended stay hotel. The proposed change will allow for apartment use.**

2. How does your proposed development or project incorporate open space(s)? Are those open spaces accessible to the general public, only to the future owners of property within the proposed development, or some other arrangement? Please explain.

    - **The development will not change in its built form, and thus the current arrangement of open space, sidewalks, trails, paths, etc., will all remain as is. Any open spaces on the property are privately owned and accessible.**

3. Does (do) the open space(s) for this development include some kind of trail or path? Indicate all that are applicable.

    - **The development will not change in its built form, and thus the current arrangement of open space, sidewalks, trails, paths, etc., will all remain as is.**

	For access only	Within open space
Sidewalks		
Other paved surface trail		
Unpaved Trail		
Direct Access from lots		

4. Identify the public open space(s), such as a parks or trails, within ½ mile of your proposed development. Explain how the proposed development will connect to that area via a trail, sidewalk, or other means.

    - **Adkins Crossing Park lies roughly ¼ mile southeast of the property as the crow flies.**
    - **The development will not change in its built form, and thus the current arrangement of open space, sidewalks, trails, paths, etc., will all remain as is.**

5. Please provide a short description for each type of proposed trail, if any. The description should include information about anticipated users, connectivity, accessibility to area residents, accessibility by the general public, and other information which you believe would be helpful for the Commission to understand your development's compliance with the Guidelines for Evaluating Greenbelt Enhancement Statements in Sec. 4-2028 of the Greenbelt Commission Ordinance.

    - **The development will not change in its built form, and thus the current arrangement of open space, sidewalks, trails, paths, etc., will all remain as is.**

6. Projects in close proximity to schools, recreational areas (parks, playgrounds), commercial sites, and residential neighborhoods should, ideally, allow connection points promoting non-motorized transportation between key areas. Please describe how the proposed development plan accommodates those using alternative transportation, such as walkers and bicyclists? Examples include sidewalks connecting key areas, designated bike paths, and bike parking.

   - **The development will not change in its built form, and thus the current arrangement of open space, sidewalks, trails, paths, etc., will all remain as is.**

7. Please circle, from the following (or make a list) of geographical and/or environmental factors in your development that might offer opportunities for greenbelts and trails. These may include: **storm water channels, detention ponds, floodplains, stream bank/ riparian corridors, utility easements, abandoned or active railroad corridors.** How will your development incorporate those elements into greenbelts and trails?

   - **The development will not change in its built form, and thus the current arrangement of open space, sidewalks, trails, paths, etc., will all remain as is.**

8. If after answering the above questions you feel like your proposed development or project has no opportunities to add to nor detract from the City of Norman Greenbelt System, please explain briefly.

   - **No Greenbelt Opportunity exists in this zoning change, as the development will not change in its built form, and thus the current arrangement of open space, sidewalks, trails, paths, etc., will all remain as is.**

9. Other comments:

Signature of Applicant or Contact Person: _____

GREENBELT COMMISSION COMMENTS AND SUGGESTIONS ABOUT PROPOSED DEVELOPMENT AS SUBMITTED FOR PLANNING COMMISSION AND CITY COUNCIL CONSIDERATION (MAY ATTACH AS SEPARATE SHEET):

VOTE BY COMMISSION: _____

Item No. 5, being:
CONSIDERATION OF A REQUEST SUBMITTED BY 2681 JEFFERSON STREET HOLDINGS, L.L.C., FOR PROPERTY LOCATED AT 1801 JEFFERSON COURT AND 2681 JEFFERSON (CURRENTLY MARRIOTT RESIDENCE INN).

5a. RESOLUTION NO. R-1011-82
2681 JEFFERSON STREET HOLDINGS, L.L.C., REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1011-5) FROM COMMERCIAL DESIGNATION TO HIGH-DENSITY RESIDENTIAL DESIGNATION FOR PROPERTY LOCATED AT 1801 JEFFERSON COURT AND 2681 JEFFERSON (CURRENTLY MARRIOTT RESIDENCE INN).

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Pre-Development Summary
4. Greenbelt Commission Comments
5. Greenbelt Enhancement Statement

5b. ORDINANCE NO. O-1011-41
2681 JEFFERSON STREET HOLDINGS, L.L.C., REQUESTS REZONING FROM C-2, GENERAL COMMERCIAL DISTRICT, TO RM-6, MEDIUM DENSITY APARTMENT DISTRICT, FOR PROPERTY LOCATED AT 1801 JEFFERSON COURT AND 2681 JEFFERSON (CURRENTLY MARRIOTT RESIDENCE INN).

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report

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

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

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Zev Trachtenberg moved to recommend adoption of Resolution No. R-1011-82 and Ordinance No. O-1011-41, the Site Development Plan and accompanying documentation, to the City Council. Andy Sherrer seconded the motion.

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

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

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

* * *

Brenda Hall

From: Sean Rieger [sp@riegerllc.com]

Sent: Friday, March 11, 2011 3:09 PM

To: Susan Connors; Doug Koscinski; Brenda Hall; Cindy Rosenthal; Cindy Rosenthal; Steve Lewis; Tom Kovach; hezzell@coxinet.net; Ellen Usry

Subject: Jefferson Street rezoning - Marriott Residence Inn

I represent the applicant in this rezoning for the Marriott Residence Inn in south Norman. This is going to be on the agenda for final second reading at next Council meeting, March 22. I have been advised by the applicant client that due to a delay in their property sale closing that is the impetus for this rezoning, they respectfully request that the rezoning hearing be postponed until the next following City Council meeting on April 12. Please let me know if you need any further notice from me in order to accommodate this postponement and thank you for your assistance. Respectfully and best wishes, Sean.

Sean Paul Rieger

Attorney ▪ Architect ▪ Broker

THE RIEGER LAW GROUP
S.P. RIEGER, PLLC

REAL ESTATE LAW ▪ CONSTRUCTION LAW ▪ BUSINESS LAW

136 Thompson Drive
Norman, OK 73069-5245
405.329.6070 phone
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sp@riegerllc.com email

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CITY COUNCIL AGENDA
MARCH 22, 2011

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

Item No. 31

Text File Number: O-1011-41

Introduced: 1/11/2011 by Doug Koscinski, Current Planning Manager
Version: 2

Current Status: Non-Consent Items
Matter Type: Zoning Ordinance

Title

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

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-41 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-41 upon Final Reading as a whole.

ACTION TAKEN: _____

Body

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

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

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

O-1011-41

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

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

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the RM-6, Medium Density Apartment District, and to remove the same from the C-2, General Commercial District, to wit:

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

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

ADOPTED this _____ day of

_____, 2011.

_____
(Mayor)

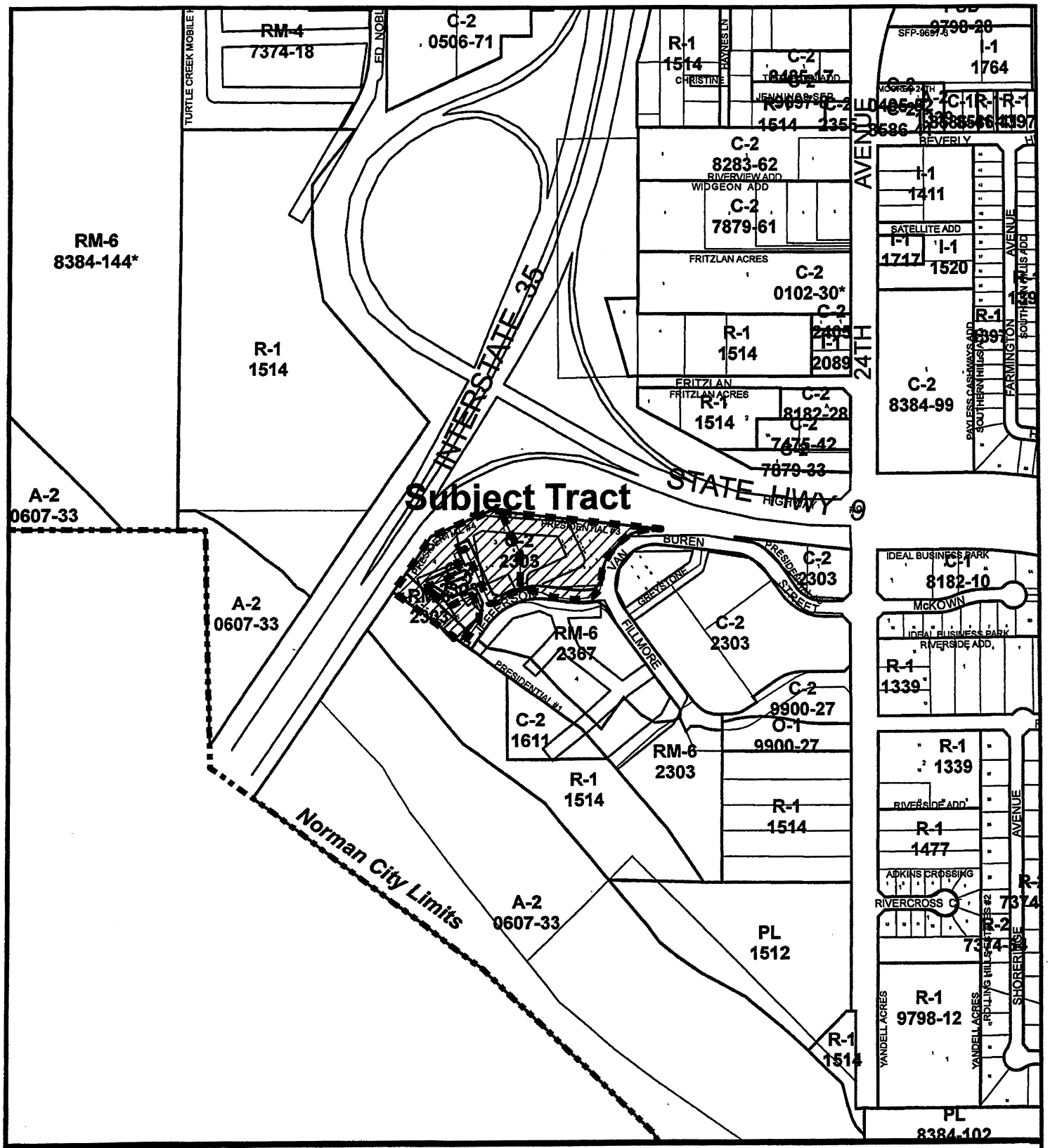
NOT ADOPTED this _____day of

_____, 2011.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Location Map

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

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

N W E S

December 2, 2010

0 250 500 Ft.

Zoning

ORDINANCE NO. O-1011-41 ITEM NO. 5b

STAFF REPORT

GENERAL INFORMATION

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

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

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

OTHER AGENCY COMMENTS:

- **PUBLIC WORKS** The property is already platted, and no additional public improvements are needed to facilitate this change.

- **PARK BOARD** The Park Board is scheduled to meet on February 3, and is expected to make a decision to require "fee in lieu of" land dedication, as the property is fully developed.

- **GREENBELT COMMISSION** Because the site is fully developed, the Greenbelt Commission acknowledged few opportunities for new trails.

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

Item No. 5, being:
CONSIDERATION OF A REQUEST SUBMITTED BY 2681 JEFFERSON STREET HOLDINGS, L.L.C., FOR PROPERTY LOCATED AT 1801 JEFFERSON COURT AND 2681 JEFFERSON (CURRENTLY MARRIOTT RESIDENCE INN).

5a. RESOLUTION NO. R-1011-82
2681 JEFFERSON STREET HOLDINGS, L.L.C., REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1011-5) FROM COMMERCIAL DESIGNATION TO HIGH-DENSITY RESIDENTIAL DESIGNATION FOR PROPERTY LOCATED AT 1801 JEFFERSON COURT AND 2681 JEFFERSON (CURRENTLY MARRIOTT RESIDENCE INN).

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Pre-Development Summary
4. Greenbelt Commission Comments
5. Greenbelt Enhancement Statement

5b. ORDINANCE NO. O-1011-41
2681 JEFFERSON STREET HOLDINGS, L.L.C., REQUESTS REZONING FROM C-2, GENERAL COMMERCIAL DISTRICT, TO RM-6, MEDIUM DENSITY APARTMENT DISTRICT, FOR PROPERTY LOCATED AT 1801 JEFFERSON COURT AND 2681 JEFFERSON (CURRENTLY MARRIOTT RESIDENCE INN).

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report

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

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

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Zev Trachtenberg moved to recommend adoption of Resolution No. R-1011-82 and Ordinance No. O-1011-41, the Site Development Plan and accompanying documentation, to the City Council. Andy Sherrer seconded the motion.

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

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

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

* * *

Brenda Hall

From: Sean Rieger [sp@riegerllc.com]

Sent: Friday, March 11, 2011 3:09 PM

To: Susan Connors; Doug Koscinski; Brenda Hall; Cindy Rosenthal; Cindy Rosenthal; Steve Lewis; Tom Kovach; hezzell@coxinet.net; Ellen Usry

Subject: Jefferson Street rezoning - Marriott Residence Inn

I represent the applicant in this rezoning for the Marriott Residence Inn in south Norman. This is going to be on the agenda for final second reading at next Council meeting, March 22. I have been advised by the applicant client that due to a delay in their property sale closing that is the impetus for this rezoning, they respectfully request that the rezoning hearing be postponed until the next following City Council meeting on April 12. Please let me know if you need any further notice from me in order to accommodate this postponement and thank you for your assistance. Respectfully and best wishes, Sean.

Sean Paul Rieger

Attorney ▪ Architect ▪ Broker

THE RIEGER LAW GROUP
S.P. RIEGER, PLLC

REAL ESTATE LAW ▪ CONSTRUCTION LAW ▪ BUSINESS LAW

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CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 32

Item File Number: O-1011-18

Introduced: 3/7/2011 by Leah Messner, Assistant City Attorney

Current Status: Non-Consent Items

Version: 1

Matter Type: Ordinance

Title

ORDINANCE NO. O-1011-18: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE VIII, SECTIONS 13-809 THROUGH 13-814; AND ARTICLE XXVIII, SECTION 13-2804, 13-2806 AND 13-2809 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY ADDING PROVISIONS AND AMENDING THE APPLICATION AND PERMIT ISSUANCE PROCEDURES AND FEES FOR TEMPORARY FOOD ESTABLISHMENTS AND SOLICITORS AND PEDDLERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-18 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-18 upon Final Reading as whole.

ACTION TAKEN: _____

Body

BACKGROUND: The City Council Oversight Committee began studying these two ordinances in May 2010 and continued their discussions at their July, August, October, November, and December 2010 meetings and at their January 2011 meeting. The full City Council has also discussed these ordinances at a Council Conference on February 22, 2011.

Solicitor/Peddler Ordinance

The ordinance regulating solicitors and peddlers was adopted in 1985 and later amended in 1991. It currently requires persons seeking to solicit in Norman to apply for a permit from the City Clerk's Office. An applicant must submit the following: name, address, photograph, vehicle tag number, and a description of the business and goods to be sold. The applicant must also pay a permit fee of $150. The permit has a three-day term; however, the City Manager may extend the permit to a 45-day term if he deems it appropriate.

Amendments to the City's ordinance were originally suggested because groups, particularly the Southwestern Book Company, had expressed dissatisfaction with the brevity of the three-day permit term and questioned the legality of the 45-day extension by the City Manager.

Temporary Food Ordinance
The ordinance regulating temporary food sales was adopted in 1982 and later amended in 2006. It currently requires outdoor food vendors to apply for a 14-day permit at the City Clerk's Office. These permits are renewable. In addition, the City of Norman Zoning Ordinances require that temporary structures remain in one location no longer than six months. These temporary structures must be masonry. The City's current ordinances and regulations do not contain a provision that allows vendors to move from location to location. They must sit at one location the entire length of their permit.

The Oversight Committee has made some recommendations for changes to the temporary food ordinance because the Oklahoma Department of Health is currently in the process of revising their standards for mobile temporary food vendors. The highlights of those revisions are as follows: mobile units must be vehicle-mounted, readily moveable, and not stay in one place longer than 12 hours; mobile units are required to return to commissary daily to dispose of waste water, refill with fresh water, and service the mobile unit; and mobile units must have the name of the business and State Health Department license number clearly visible on outside of unit. The current regulations require them to remove the unit for servicing once a week.

DISCUSSION:

Solicitor/Peddler Ordinance
In making suggestions for the amendments to the current ordinances regulating soliciting and peddling, the City Council Oversight Committee reviewed research from the City Attorney's Office regarding judicial scrutiny of similar ordinances. Ordinances like these have come under repeated First Amendment free speech challenge. The United States Supreme Court has recognized municipal authority "to protect its citizens from crime and undue annoyance by regulating soliciting and canvassing. A narrowly drawn ordinance that does not vest in municipal officials the undefined power to determine what messages residents will hear may serve these important interests without running afoul of the First Amendment." *Hynes v. Mayor of Oradell*, 425 U.S. 610, 616-617 (1976). Because of the 45 day extension provision by the City Manager, it could be argued that the current ordinance allows him to determine which messages residents will hear. Under *Hynes*, this arguably violates the First Amendment. Because of the questionable nature of the current ordinance language, the City Council Oversight Committee has recommended to remove that provision from the new amended language.

The Committee has also made some additional suggestions that protect the health, safety, and welfare of the citizens of Norman while still allowing soliciting and peddling to occur in Norman. In making those suggestions, the Oversight Committee reviewed ordinances from nineteen other cities in Oklahoma and surrounding states. These cities had an average permit duration of six months to one year; the permit fees ranged from $25 to $500; Oklahoma City required a current Oklahoma State Bureau of Investigation criminal history report; and several cities required permit applicants to post a bond to either ensure payment of sales tax or to recover damages for wrongful, fraudulent, or illegal conduct.

The Oversight Committee recommends adding to the list of materials necessary to apply for a permit. These additions include: an OSBI criminal history report issued in the last thirty days for each applicant; a $10,000 surety bond payable to the City of Norman to ensure payment of sales tax or to recover damages for wrongful, fraudulent, or illegal conduct; and applicants convicted of a felony shall go before a Review Board consisting of a member of NPD, a member of the City Attorney's Office, and the City Clerk.

The Oversight Committee has also split the permit into two types: a Solicitor/Peddler permit or an Outdoor Vending permit. The Solicitor/Peddler permit is for applicants who plan to sell door-to-door or are mobile vendors. An applicant can choose either a thirty (30) day or sixty (60) day permit under this category. A thirty day permit costs $100 and a sixty day permit costs $200. Each additional seller under a 30 day permit must pay a $50 fee and each additional seller under a 60 day permit must pay a $100 fee. The other category of permit, outdoor vending, is for sellers at fixed locations such as the parking lot at the Sooner Fashion Mall. These permits may be issued in thirty day increments not too exceed six months in a calendar year. A thirty day permit costs $500. These changes are attached as part of Ordinance No. O-1011-18.

Temporary Food Ordinance

The Oversight Committee has also proposed amendments to the ordinances regulating temporary food sales. An applicant for a permit must provide: name and description of applicant; address; brief description of business, goods to be sold, and location desired; time period for which applicant wishes to do business; license number and description of vehicle to be used, if any; verification that applicant is bonded as group II vendor by the State Tax Commission or other proof that sales tax has been or is being paid on the merchandise sold or to be sold, if applicable; and proof that a county health permit has been obtained. In addition, each applicant, if the applicant does not operate a fixed, permanent restaurant within the City of Norman, shall file with the application a certificate of insurance from the appropriate insurer that the applicant has general liability and vehicular insurance in the amount required by the State of Oklahoma.

As with the permits for soliciting, peddling, and outdoor vending, these permits have been broken down into two categories. Both categories must have the permission of the property owner prior to operation in any location. The first category is fixed temporary food sales. These vendors operate at a single location for a maximum of 6 months, and they must comply with the applicable requirements of the City of Norman zoning ordinances. An example is snow-cone stands that operate through the summer months. These vendors may purchase either a thirty (30) day or six (6) month permit. The fee for a 30-day permit is $50 and the fee for a 6-month permit is $250. The second category is mobile temporary food sales. These vendors may also purchase either a 30-day or 6-month permit. The fee for a 30-day permit is $50 and the fee for a 6-month permit is $250. These vendors may not stop for longer than three hours at a single location. The amended language states that a single location includes a shared parking lot. Examples of these vendors are ice cream trucks or taco trucks. These vendors may not sell in City rights-of-way except for a brief stop for point of sale. These requirements ensure that the safety concerns of increased traffic, parking, and trash are mitigated. The amended language includes an exception to the three-

hour rule for food sales at events that are not open to the general public or are sponsored, catered, or hosted by a business or group. It also includes an exception for University of Oklahoma home football game days. These changes are attached as part of Ordinance No. O-1011-18.

STAFF RECOMMENDATION: Based upon the above and foregoing discussion, it is the staff recommendation that Ordinance No. O-1011-18 be adopted.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE VIII, SECTIONS 13-809 THROUGH 13-814; AND ARTICLE XXVIII, SECTIONS 13-2804, 13-2806 AND 13-2809 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY ADDING PROVISIONS AND AMENDING THE APPLICATION AND PERMIT ISSUANCE PROCEDURES AND FEES FOR TEMPORARY FOOD ESTABLISHMENTS AND SOLICITORS AND PEDDLERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Article VIII, Section 13-809 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-809. License Required.

* * *

(b) A person desiring to operate a temporary food service establishment may apply for either a 30 day or a 180 day temporary license at least twenty-four (24) hours prior to any sales at said establishment. This temporary license shall be issued by the City Clerk following approval of such application by the Cleveland County Health Authority and City Clerk. The temporary license may be renewed for an additional 180 days following approval by the Cleveland County Health Authority and City Clerk.

(c) There shall be two types of licenses issued as follows:

1. Fixed Temporary Food Service License – this license shall be for temporary food service businesses operating at a fixed location for a maximum of 180 days. This license may not be renewed for an additional 180 days at the same location. These food service businesses must comply with all provisions of the City of Norman Zoning Code.
2. Mobile Temporary Food Service License – this license shall be for facilities that are vehicle mounted and are readily moveable.

§ 2. That Article VIII of Chapter 13 of the Code of the City of Norman shall be amended to add the following Sections:

Sec. 13-810. Application procedure for temporary food license.

(a) *Contents of application.* Applicants for a permit under this article must file with the City Clerk a (verified) sworn application in writing on a form to be furnished by the City Clerk, which shall give the following information:

1. Name and description of applicant.

2. Address.
3. Brief description of business, goods to be sold, location desired.
4. Time period for which applicant wishes to do business.
5. License number and description of vehicle to be used, if any.
6. Verification that applicant is bonded as group II vendor by the State Tax Commission or other proof that sales tax has been or is being paid on the merchandise sold or to be sold, if applicable.
7. Proof that a county health permit has been obtained.
8. At time of filing, fee as provided in Section 13-812 shall be paid to the City Clerk.
9. Each applicant, if the applicant does not operate a fixed, permanent restaurant within the City of Norman, shall file with the application a certificate of insurance from the appropriate insurer that the applicant has general liability and vehicular insurance in the amount required by the State of Oklahoma.

(b) *Review of application.*

1. The City Clerk shall review the application to ensure:
   a. That applicant is aware of his responsibility to collect and pay sales tax and that applicant is properly registered with the Oklahoma Tax Commission. If applicant is not properly registered with the Oklahoma Tax Commission, the permit will not be issued.
   b. That the chosen location for issuance of a Fixed Temporary Food Service License is commercially zoned and does not extend onto the public right-of-way.
   c. That the applicant's business operation will not obstruct a safe line of sight from any street or private drive used to exit the subject property, or cause other sight-distance related problems.
   d. That Chapter 18, "City of Norman Sign Code," Ordinance No. 0-7879-10, is to be properly complied with during applicant's business activity.
   e. That applicant's business operations will not reduce the required off-street parking of the host business.
   f. That a valid county health permit is obtained.
2. Within seven (7) days after receipt of the application, the City Clerk shall either approve or disapprove of the application.
   a. If the application is approved, the Clerk shall issue the permit within three (3) days after the approval.
   b. If the application is not approved, the City Clerk must state with specificity the reason(s) for nonapproval and the City Clerk shall notify the applicant within three (3) days after nonapproval. Proper mailing to the address shown on the application shall be adequate notification to the applicant.

Sec. 13-811. Conditions of permit issuance.

(a) All temporary food vendors must have the permission of the property owner prior to operating a temporary food vending unit on the subject property.

(b) No mobile temporary food vendor may stop for longer than three hours at a single location or address in a twenty-four hour period. A single location or address shall include a single parking lot shared by multiple businesses.

a. This section shall not apply to food sales at events that are not open to the general public or are sponsored, catered, or hosted by a business or group.

b. This section shall not apply on University of Oklahoma home football game days.

(c) Mobile temporary food vendors may not sell food on public right-of-way except for a brief stop for point of sale. For purposes of this section, *public right-of-way* means any street or highway and property adjacent to streets and highways which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion; or any bridge, alley, sidewalk, pedestrian way, stairs or elevator which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion.

Sec. 13-812. Permit issuance.

a. Permits shall be issued by the City Clerk.

b. A permit must be issued not less than twenty-four (24) hours prior to any actual selling activity by the applicant.

c. The format of such permit will generally follow the format of licenses as provided in Section 13-109, and such permit shall be prominently displayed at the applicant's selling location.

Sec. 13-813. Permit fee.

The application fee to be paid to the City Clerk upon submission of the application for a temporary food license shall be $50.00 for a 30 day permit or $250.00 for a 180 day permit.

* * *

§ 3. That Article VIII, Section 13-810 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-814. Outside sales.

(a) Food Service Establishments holding an annual city license may have outside sales on their premises if all conditions of the Food Service Establishment Regulations, Zoning Ordinances and Fire Code are met.

(b) Food Service Establishments with temporary licenses issued by the City may have outdoor sales if all conditions of the Food Service Establishment Regulations, Zoning Ordinances and Fire Code are met.

* * *

§ 4. That Article XXVIII, Section 13-2804 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2804. Application procedure.

a. *Contents of application.* Applicants for a permit under this article must file with the City Clerk a (verified) sworn application in writing on a form to be furnished by the City Clerk, which shall give the following information:

(1) Name and description of applicant.

(2) Address.

(3) Brief description of business, goods to be sold, location desired.

(4) Time period for which applicant wishes to do business.

(5) License number and description of vehicle to be used (if applicable).

(6) Verification that applicant is bonded as group II vendor by the State Tax Commission or other proof that sales tax has been or is being paid on the merchandise sold or to be sold, if applicable.

(7) If applicable, proof that a county health permit has been obtained.

(8) If applicable, proof that a nursery and floral inspection certificate has been obtained from the Oklahoma State Department of Agriculture.

(9) Photo of person or persons to be selling.

(10) Content of signs to be used.

(11) Site plan depicting the location of any structure, vehicle, sign, or display to be used while conducting the business.

(12) At time of filing, fee as provided in Section 13-2809 shall be paid to the City Clerk.

(13) Along with the written application, the applicant shall obtain from the Oklahoma State Bureau of Investigation and provide to the City Clerk a current Oklahoma criminal history information report. The criminal record is considered current if it is dated no more than 30 days prior to the date on which the applicant submits a completed application to the City Clerk.

(14) Each applicant for a permit under this article shall file with the application a bond in the sum of $10,000.00, issued by a corporate surety authorized to do business in this state, which bond shall be payable to the City of Norman for the use and benefit of any person entitled thereto, and conditioned that the principal and surety will pay all damages to persons caused by, arising from, or growing out of the wrongful, fraudulent or illegal conduct of the licensee while conducting the business in the city. The surety bond may also be used to secure collection and payment to the Oklahoma Tax Commission of all City sales tax due and payable by reason of sales made within this City. Such bond shall be forfeited to the City if applicant does not, within ninety (90) days of the expiration his license, demonstrate by affidavit or otherwise that such sales taxes have been paid. The bond shall remain in full force and effect for the entire duration of the permit and for two years thereafter.

(15) Each applicant for a permit to solicit services under this article shall file with the application a certificate of insurance from the appropriate insurer that the applicant has general liability and workers compensation insurance in the amount required by the State of Oklahoma when licensing the appropriate trade.

b. *Review of application.*

(1) The City Clerk shall review the application to ensure:

a. That applicant is aware of his responsibility to collect and pay sales tax and that applicant is properly registered with the Oklahoma Tax Commission. If applicant is not properly registered with the Oklahoma Tax Commission, the permit will not be issued.

b. That the chosen location is commercially zoned and does not extend onto the public right-of-way.

c. That the applicant's business operation will not obstruct a safe line of sight from any street or private drive used to exit the subject property, or cause other sight-distance related problems.

d. That Chapter 18, "City of Norman Sign Code," Ordinance No. 0-7879-10, is to be properly complied with during applicant's business activity.

e. That applicant's business operations will not reduce the required off-street parking of the host business.

f. That a valid county health permit is obtained if required.

g. That a valid nursery and floral inspection certificate has been obtained from the Oklahoma Department of Agriculture, if required.

(2) Applications of persons previously convicted of murder, manslaughter, kidnapping, robbery, rape, arson, burglary, and grand larceny, as defined by state and federal law, shall be reviewed by a review board to determine fitness to hold a license. The Review Board shall consist of a representative of the Police Department, a representative of the City Attorney's Office, and the City Clerk.

(3) Within seven (7) days after receipt of the application, the City Clerk shall either approve or disapprove of the application.

a. If the application is approved, the Clerk shall issue the permit within three (3) days after the approval.
b. If the application is not approved, the City Clerk must state with specificity the reason(s) for nonapproval and the City Clerk shall notify the applicant within three (3) days after nonapproval. Proper mailing to the address shown on the application shall be adequate notification to the applicant.

* * *

§5. That Article XXVIII, Section 13-2806 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2806. Permit issuance.

(a) Permits shall be issued by the City Clerk.

(b) A permit must be issued not less than forty-eight (48) hours prior to any actual selling activity by the applicant.

(c) Permits shall be issued according to the place and manner of the soliciting, peddling, or outdoor vending. If a change of location is desired during the permit period, the permit will first have to be updated and reviewed.

1. Permits for soliciting or peddling may be either for a thirty or sixty day duration.
2. Permits for outdoor vending shall be issued in increments of thirty days for up to six months, but a vendor may not receive a permit for more than six months in a calendar year.

(d) The format of such permit will generally follow the format of licenses as provided in Section 13-109, and such permit shall be prominently displayed at the applicant's selling location.

* * *

§6. That Article XXVIII, Section 13-2809 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2809. Fees.

(a) The application fee to be paid to the City Clerk upon submission of the application for a permit shall be as follows:

1. A thirty day permit for soliciting or peddling shall be $100.00. Each additional seller, operating under one thirty-day permit, shall pay a fee of $50.00
2. A sixty day permit for soliciting or peddling shall be $200.00 Each additional seller, operating under one sixty-day permit, shall pay a fee of $100.00
3. A thirty day permit for outdoor vending shall be $500.00.

* * *

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

ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE VIII, SECTIONS 13-809 THROUGH 13-814; AND ARTICLE XXVIII, SECTIONS 13-2804, 13-2806 AND 13-2809 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY ADDING PROVISIONS AND AMENDING THE APPLICATION AND PERMIT ISSUANCE PROCEDURES AND FEES FOR TEMPORARY FOOD ESTABLISHMENTS AND SOLICITORS AND PEDDLERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Article VIII, Section 13-809 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-809. ~~Annual~~ License Required.

* * *

(b) A person desiring to operate a temporary food service establishment may apply for ~~fourteen-day~~ either a 30 day or a 180 day temporary license at least twenty-four (24) hours prior to any sales at said establishment. This temporary license shall be issued by the City Clerk following approval of such application by the Cleveland County Health Authority and City Clerk. The temporary license may be renewed for an additional ~~fourteen (14)~~ 180 days following approval by the Cleveland County Health Authority and City Clerk.

(c) There shall be two types of licenses issued as follows:

1. Fixed Temporary Food Service License – this license shall be for temporary food service businesses operating at a fixed location for a maximum of 180 days. This license may not be renewed for an additional 180 days at the same location. These food service businesses must comply with all provisions of the City of Norman Zoning Code.
2. Mobile Temporary Food Service License – this license shall be for facilities that are vehicle mounted and are readily moveable.

§ 2. That Article VIII of Chapter 13 of the Code of the City of Norman shall be amended to add the following Sections:

Sec. 13-810. Application procedure for temporary food license.

(a) *Contents of application.* Applicants for a permit under this article must file with the City Clerk a (verified) sworn application in writing on a form to be furnished by the City Clerk, which shall give the following information:

1. Name and description of applicant.
2. Address.
3. Brief description of business, goods to be sold, location desired.
4. Time period for which applicant wishes to do business.
5. License number and description of vehicle to be used, if any.
6. Verification that applicant is bonded as group II vendor by the State Tax Commission or other proof that sales tax has been or is being paid on the merchandise sold or to be sold, if applicable.
7. Proof that a county health permit has been obtained.
8. At time of filing, fee as provided in Section 13-812 shall be paid to the City Clerk.
9. Each applicant, if the applicant does not operate a fixed, permanent restaurant within the City of Norman, shall file with the application a certificate of insurance from the appropriate insurer that the applicant has general liability and vehicular insurance in the amount required by the State of Oklahoma.

(b) *Review of application.*

1. The City Clerk shall review the application to ensure:
    a. That applicant is aware of his responsibility to collect and pay sales tax and that applicant is properly registered with the Oklahoma Tax Commission. If applicant is not properly registered with the Oklahoma Tax Commission, the permit will not be issued.
    b. That the chosen location for issuance of a Fixed Temporary Food Service License is commercially zoned and does not extend onto the public right-of-way.
    c. That the applicant's business operation will not obstruct a safe line of sight from any street or private drive used to exit the subject property, or cause other sight-distance related problems.
    d. That Chapter 18, "City of Norman Sign Code," Ordinance No. 0-7879-10, is to be properly complied with during applicant's business activity.
    e. That applicant's business operations will not reduce the required off-street parking of the host business.
    f. That a valid county health permit is obtained.
2. Within seven (7) days after receipt of the application, the City Clerk shall either approve or disapprove of the application.
    a. If the application is approved, the Clerk shall issue the permit within three (3) days after the approval.

b. If the application is not approved, the City Clerk must state with specificity the reason(s) for nonapproval and the City Clerk shall notify the applicant within three (3) days after nonapproval. Proper mailing to the address shown on the application shall be adequate notification to the applicant.

Sec. 13-811. Conditions of permit issuance.

(a) All temporary food vendors must have the permission of the property owner prior to operating a temporary food vending unit on the subject property.

(b) No mobile temporary food vendor may stop for longer than three hours at a single location or address in a twenty-four hour period. A single location or address shall include a single parking lot shared by multiple businesses.

a. This section shall not apply to food sales at events that are not open to the general public or are sponsored, catered, or hosted by a business or group.

b. This section shall not apply on University of Oklahoma home football game days.

(c) Mobile temporary food vendors may not sell food on public right-of-way except for a brief stop for point of sale. For purposes of this section, *public right-of-way* means any street or highway and property adjacent to streets and highways which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion; or any bridge, alley, sidewalk, pedestrian way, stairs or elevator which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion.

Sec. 13-812. Permit issuance.

a. Permits shall be issued by the City Clerk.

b. A permit must be issued not less than twenty-four (24) hours prior to any actual selling activity by the applicant.

c. The format of such permit will generally follow the format of licenses as provided in Section 13-109, and such permit shall be prominently displayed at the applicant's selling location.

Sec. 13-813. Permit fee.

The application fee to be paid to the City Clerk upon submission of the application for a temporary food license shall be $50.00 for a 30 day permit or $250.00 for a 180 day permit.

* * *

§ 3. That Article VIII, Section 13-810 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-~~810~~-814. Outside sales.

(a) Food Service Establishments holding an annual city license may have outside sales on their premises if all conditions of the Food Service Establishment Regulations, Zoning Ordinances and Fire Code are met.

(b) Food Service Establishments with temporary licenses issued by the City may have outdoor sales if all conditions of the Food Service Establishment Regulations, Zoning Ordinances and Fire Code are met.

* * *

§ 4. That Article XXVIII, Section 13-2804 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2804. Application procedure.

a. *Contents of application.* Applicants for a permit under this article must file with the City Clerk a (verified) sworn application in writing on a form to be furnished by the City Clerk, which shall give the following information:

(1) Name and description of applicant.

(2) Address.

(3) Brief description of business, goods to be sold, location desired.

(4) Time period for which applicant wishes to do business.

(5) License number and description of vehicle to be used (if applicable).

(6) Verification that applicant is bonded as group II vendor by the State Tax Commission or other proof that sales tax has been or is being paid on the merchandise sold or to be sold, if applicable.

(7) If applicable, proof that a county health permit has been obtained.

(8) If applicable, proof that a nursery and floral inspection certificate has been obtained from the Oklahoma State Department of Agriculture.

(9) Photo of person or persons to be selling.

(10) Content of signs to be used.

(11) Site plan depicting the location of any structure, vehicle, sign, or display to be used while conducting the business.

(12) At time of filing, fee as provided in Section 13-2809 shall be paid to the City Clerk.

(13) Along with the written application, the applicant shall obtain from the Oklahoma State Bureau of Investigation and provide to the City Clerk a current Oklahoma criminal history information report. The criminal record is considered current if it is dated no more than 30 days prior to the date on which the applicant submits a completed application to the City Clerk.

(14) Each applicant for a permit under this article shall file with the application a bond in the sum of $10,000.00, issued by a corporate surety authorized to do business in this state, which bond shall be payable to the City of Norman for the use and benefit of any person entitled thereto, and conditioned that the principal and surety will pay all damages to persons caused by, arising from, or growing out of the wrongful, fraudulent or illegal conduct of the licensee while conducting the business in the city. The surety bond may also be used to secure collection and payment to the Oklahoma Tax Commission of all City sales tax due and payable by reason of sales made within this City. Such bond shall be forfeited to the City if applicant does not, within ninety (90) days of the expiration his license, demonstrate by affidavit or otherwise that such sales taxes have been paid. The bond shall remain in full force and effect for the entire duration of the permit and for two years thereafter.

(15) Each applicant for a permit to solicit services under this article shall file with the application a certificate of insurance from the appropriate insurer that the applicant has general liability and workers compensation insurance in the amount required by the State of Oklahoma when licensing the appropriate trade.

b. *Review of application.*

(1) The City Clerk shall review the application to ensure:

a. That applicant is aware of his responsibility to collect and pay sales tax and that applicant is properly registered with the Oklahoma Tax Commission. If applicant is not properly registered with the Oklahoma Tax Commission, the permit will not be issued.

b. That the chosen location is commercially zoned and does not extend onto the public right-of-way.

c. That the applicant's business operation will not obstruct a safe line of sight from any street or private drive used to exit the subject property, or cause other sight-distance related problems.

d. That Chapter 18, "City of Norman Sign Code," Ordinance No. 0-7879-10, is to be properly complied with during applicant's business activity.

e. That applicant's business operations will not reduce the required off-street parking of the host business.

f. That a valid county health permit is obtained if required.

g. That a valid nursery and floral inspection certificate has been obtained from the Oklahoma Department of Agriculture, if required.

(2) Applications of persons previously convicted of murder, manslaughter, kidnapping, robbery, rape, arson, burglary, and grand larceny, as defined by state and federal law, shall be reviewed by a review board to determine fitness to hold a license. The Review Board shall consist of a representative of the Police Department, a representative of the City Attorney's Office, and the City Clerk.

~~2.~~(3)Within seven (7) days after receipt of the application, the City Clerk shall either approve or disapprove of the application.

a. If the application is approved, the Clerk shall issue the permit within three (3) days after the approval.

b. If the application is not approved, the City Clerk must state with specificity the reason(s) for nonapproval and the City Clerk shall notify the applicant within three (3) days after nonapproval. Proper mailing to the address shown on the application shall be adequate notification to the applicant.

* * *

§5. That Article XXVIII, Section 13-2806 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2806. Permit issuance.

(a) Permits shall be issued by the City Clerk.

(b) A permit must be issued not less than forty-eight (48) hours prior to any actual selling activity by the applicant.

(c) ~~Each~~ Permits shall be issued ~~for a three-day period for each location~~ according to the place and manner of the soliciting, peddling, or outdoor vending. If a change of

location is desired during the ~~three-day~~ permit period, the permit will first have to be updated and reviewed.

1. Permits for soliciting or peddling may be either for a thirty or sixty day duration.
2. Permits for outdoor vending shall be issued in increments of thirty days for up to six months, but a vendor may not receive a permit for more than six months in a calendar year.

~~(d) No permit shall be issued or renewed for more than one (1) three-day period every thirty (30) days. Notwithstanding, in the event there is more than one (1) University of Oklahoma home football game within a thirty-day period, a permit may be renewed upon payment of the renewal fee for game day only.~~

~~(e) Permits may be reviewed at the end of the three-day period pursuant to Section 13-2807.~~

~~(f)~~ (d). The format of such permit will generally follow the format of licenses as provided in Section 13-109, and such permit shall be prominently displayed at the applicant's selling location.

~~(g) .Notwithstanding subsections (c) and (d) above, the City Manager may order such permits to be issued for a longer period as deemed appropriate provided that such a period shall not exceed forty-five (45) days.~~

* * *

§6. That Article XXVIII, Section 13-2809 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2809. Fees.

(a) The application fee to be paid to the City Clerk upon submission of the application for a permit shall be as follows: ~~one hundred fifty dollars ($150.00)~~.

1. A thirty day permit for soliciting or peddling shall be $100.00. Each additional seller, operating under one thirty-day permit, shall pay a fee of $50.00
2. A sixty day permit for soliciting or peddling shall be $200.00 Each additional seller, operating under one sixty-day permit, shall pay a fee of $100.00
3. A thirty day permit for outdoor vending shall be $500.00.

~~(b) The application for a renewal fee shall be fifty dollars ($50.00). A renewal may be applied for any time within one (1) year from the issuance of the initial permit as provided in Section 13-2806.~~

~~(c). In no event shall a renewal be issued for more than one (1) three-day period every thirty (30) days with the exception provided in Section 13-2806(d).~~

* * *

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

ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES

May 12, 2010

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 12th day of May, 2010, 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 Atkins, Griffith, Kovach, and Chairman Dillingham
ABSENT:	None
OTHERS PRESENT:	Ms. Brenda Hall, City Clerk Ms. Leah Messner, Assistant City Attorney Ms. Syndi Runyon, Administrative Assistant IV

DISCUSSION REGARDING SOLICITOR/PEDDLER PERMITS.

Chairman Dillingham said Councilmembers receive complaints from citizens, usually in the summer season, regarding door-to-door soliciting. She said Ms. Leah Messner, Assistant City Attorney, has distributed a memo outlining information on solicitor/peddler ordinances from other cities, which indicates the City of Norman's ordinance needs to be adjusted to be more in line with other communities.

Ms. Messner said the ordinance was amended in March 1991, to its current status as the result of the Norman Chamber of Commerce lobbying Council to restrict the amount of time outdoor solicitors were allowed to sell and Council tried to balance the interests of local merchants with interests of door-to-door solicitors. She said Council limited the permit to three consecutive days per month, but an exception of 45 days could be granted by the City Manager. Historically, the City Manager has not granted many exceptions in order to avoid the perception of picking and choosing between vendors. She said exceptions are granted to an annual Christmas tree vendor and a vendor that sells plants, flowers, and pumpkins in the Sooner Mall parking lot in the summer and fall for a total of approximately 150 days per year. Ms. Messner said these exceptions have been made because the vendors are not door-to-door solicitors, have been selling in Norman for a number of years, and have been granted extensions by previous City Managers.

Ms. Messner said the Southwestern Book Company sends college students to various communities during the summer months to sell books and magazines door-to-door, but the City Manager has never granted them the extension and they always complain that Norman's ordinance is too restrictive and unconstitutional. Ms. Brenda Hall, City Clerk, said Southwestern has sold door-to-door for many years and when the ordinance was changed in 1991, they quit coming to Norman, but have returned in recent years with requests to allow longer selling periods.

Ms. Messner said, legally, this is protected commercial speech under the First Amendment and cited several cases with the most recent being an ordinance in Colorado where the City Council was choosing between vendors requesting permits by approving or denying those requests. She said the State Court ruled it was unconstitutional to pick and choose and everyone should be allowed to speak and follow regulations or no one is allowed to speak. Ms. Messner said in the case of door-to-door solicitors, letting no one speak is not really an option, but you can adopt time, place, and manner regulations. She said you can require a sales tax permit number, name, address, phone number, locations of sales, etc., and some of these requirements are already in the current ordinance. She said Lee Summit, Missouri, requires a bond and if the vendor does not submit an affidavit indicating sales tax has been remitted by the end of the permit period, the City retains the bond. Chairman Dillingham said she liked that requirement and Councilmembers agreed. Councilmember Griffith felt that sales tax revenues are not properly

remitted by vendors selling at special events in Norman and Ms. Hall said organizers of special events generally require vendors to have a sales tax permit number, but the Oklahoma Tax Commission (OTC) no longer issues temporary sales tax numbers to out of state vendors. She said OTC now allows out of state vendors to remit sales tax on a casual remittance basis, which is essentially an honor system. She said sales tax reports are remitted by the fifteenth day of the following month of sales. Councilmember Griffith felt a bond would insure that tax revenue is collected and Ms. Messer said the ordinance could require submission of an affidavit within so many days after the expiration of the permit stating sales taxes had been paid, similar to the Lee Summit ordinance. She said if that affidavit is not submitted, the City could keep the bond.

Chairman Dillingham said she did not want to follow Colorado's example by picking and choosing, but wanted to find a fair ordinance. She asked Ms. Messner if three days is too short and Ms. Messner said most of the other cities studied fell within a six month to one year range. She said the City of Moore had the least amount of days with sixty days and she would recommend sixty to ninety days, which would accommodate summer sellers.

Ms. Messner said the current ordinance only allows a three day permit in a thirty day period, but there is an exception in the ordinance for games days that allow vendors to obtain a permit for each game day. Ms. Hall said those permits are restricted to game days only and those vendors pay $150 for the first game and $50 for the remaining games. She said the Norman ordinance allows soliciting for three consecutive days in a thirty day period and the first license is $150. You can obtain a permit once a month for $50 up to a year from the date the first license was issued then you begin the process over with the $150 fee.

Councilmember Griffith said Edmond has time spans of a few days, a few weeks, or up to one year and asked Ms Messner if she knew what criteria is used to determine the amount of time granted and Ms. Messner said she thought it was based on vendor needs, not to exceed one year. Councilmember Atkins felt the timeframes should be different for stationery vendors versus door-to-door vendors. Ms. Hall said the City receives numerous complaints regarding door-to-door solicitors and asked Council to consider the outcome of allowing a six month or annual permit that would give a vendor carte blanche to knock doors every day.

Councilmember Griffith said he likes Edmond's requirements, which allow ninety days maximum per year. He asked if the City had many requests for a lengthy permit and Ms. Hall said no because of the restrictive requirements. She said, to her knowledge, the City has never approved an extension for door-to-door sales because they are more problematic and citizens are more apprehensive about door-to-door solicitors. Councilmember Atkins asked if the City would face challenges granting longer periods of time to fixed location vendors opposed to door-to-door vendors. Ms. Messner said that would be possible as rule of thumb is to adopt a policy that would be the least restrictive to regulate and still meet the needs.

Councilmember Atkins said he would like to require the criminal history report like Oklahoma City and Ms. Hall agreed and said this would be especially good for door-to-door sales because individuals are approaching citizens at their homes.

Councilmembers discussed various scenarios such as 45 day maximum with bond and background check. Ms. Messner said 45 days is still shorter than other communities, but 45 to 60 days would cover any legal basis and requiring a bond and background check are a good basis for extending the selling periods. Chairman Dillingham felt it made vendors commit resources up front and Ms. Messner said the $150 fee is also a deterrent to some vendors.

Ms. Hall suggested stationary vendors be able to get a 30 day or 60 day permit for a tiered price with submission of a tiered price bond. She felt the background checks were more important for the door-to-door solicitors and Councilmembers agreed. She said citizens call wanting to know if door-to-door vendors are licensed and if they are a legitimate company and requiring background checks and bonds might give citizens some peace of mind as to the legitimacy. Chairman Dillingham felt a background check, bond, and photo identification should be required for all door-to-door solicitors. Councilmembers also talked about requiring proof that sales tax is being remitted and, if not paid, what steps could be taken.

Councilmembers discussed having two types of permits, one for stationary and one for door-to-door as well as the amount of the bonds needed for each. Ms. Hall suggested Staff conduct additional research from other cities that require bonds and background checks to provide the Committee with additional options. Councilmembers said they want to charge an appropriate permit fee without losing revenue and Ms. Hall said Staff will research previous revenues for further review. Councilmember Atkins said the City could adjust the bond amount based on history of sales tax and if the vendor is tax delinquent, the City can deny future permits or cash in the bonds. Chairman Dillingham asked Staff to check if other cities distinguish different fees for the number of people being processed per permit.

Councilmembers agreed they wanted to remove the City Manager exception language because they felt it would not be needed if they expand the three day criteria. Chairman Dillingham said Staff will provide additional research and the Oversight Committee will have further discussion in their July 7th meeting.

Items submitted for the record

1. Memorandum dated May 4, 2010, from Leah Messner, Assistant City Attorney, through Jeff Bryant, City Attorney, to City Council Oversight Committee, Councilmember Atkins, Councilmember Dillingham, Councilmember Griffith, Councilmember Kovach

MISCELLANEOUS DISCUSSION.

None

The meeting adjourned at 6:33 p.m.

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES

August 4, 2010

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 4th day of August, 2010, 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 Griffith, Kovach, and Chairman Dillingham
ABSENT:	Councilmember Atkins
OTHERS PRESENT:	Ms. Brenda Hall, City Clerk Mr. Doug Koscinski, Current Planning Manager Ms. Leah Messner, Assistant City Attorney Ms. Syndi Runyon, Administrative Assistant IV

CONTINUED DISCUSSION REGARDING SOLICITOR/PEDDLER PERMITS.

Chairman Dillingham said Ms. Leah Messner, Assistant City Attorney, has distributed information on solicitor peddler ordinances from other communities and they varied in fees and requirements. At the previous meeting, Councilmembers had discussed having two types of permits and bonds, one for stationary venders and one for door-to-door sales. Ms. Brenda Hall, City Clerk, had suggested that Staff conduct additional research from other cities that require bonds and background checks to provide the Committee with additional options. Councilmembers agreed and said they want to charge an appropriate permit fee without losing revenue and Ms. Hall said Staff would also research previous revenues for further review. Chairman Dillingham asked Staff to check if other cities charge additional fees based on the number of people being processed per permit.

Ms. Messner said the Committee had talked about extending the amount of time a vendor can sell, changing the fee amount, requiring a bond, and requiring background checks. She said Houston, Texas, was interesting in that they require a $10,000 bond which can be used to pay damages for fraudulent and/or illegal conduct as well as unremitted sales tax. She said the duration of the permits varied with one year being the most common, some communities had tiered timeframes and fees, and others based fees on the type of activity, i.e., door-to-door versus stationary.

Ms. Messner said the City of Norman collected $15,000 over the last two years with the largest fees from Sooner Bloomers and Wiggins Christmas Trees. Ms. Hall said the Committee had stated they did not want to lose revenue with the new requirements and while she felt the City could possibly lose revenue in some respects, she felt overall, more companies would get permits if they were allowed more time to sell than the current three day period per month. She felt there are many companies that sell without a permit because the City Clerk's Office receives numerous calls regarding permit requirements, and fewer licenses are Issued. She said the Committee had talked about a six month permit for stationary vendors to cover the timeframe that Sooner Bloomers and Mr. Wiggins sell each year. She said Mr. Doug Koscinski, Current Planning Manager, reminded her that the City has other requirements in the Building Codes and six months is the longest amount of time a vendor can obtain a temporary building permit to set up the temporary facilities.

Ms. Hall said the Committee also had discussed requiring a $250 bond for 30 days and $500 bond for 60 days for door-to-door vendors and $1,000 bond for stationary vendors, which she felt was reasonable and believed vendors would have no problem posting the bonds. She said most vendors inquire if bonds, background checks, and/or insurance are required to sell in Norman because other cities do require these and the vendors are accustomed to providing them. The City of Norman currently does not check to see if sales tax is being remitted by temporary vendors and requiring a bond would insure that if sales tax is not remitted, the bond will be forfeited.

Councilmember Griffith asked if Sooner Bloomers came twice a year and Ms. Hall said yes, they obtain two 45 day permits in the spring and fall. She said Mr. Wiggins sells Christmas trees from Thanksgiving weekend to a few days before Christmas and both vendors pay $150.00 for the first three days and $50 for each three day period thereafter. She said the additional time extension must be approved by the City Manager. She said if the City relaxed their time requirements, Sooner Bloomers would probably set up for longer periods of time. Councilmember Griffith asked if the City could charge an annual fee for Sooner Bloomers and Ms. Hall said that would not be possible because the temporary building permit issued for the tent is only good for six months and they do not meet requirements, i.e. facade and bathroom, required for permanent facilities.

The Committee discussed door-to-door requirements and felt background checks should be required and discussed the criteria to be used. Ms. Hall said the City could mirror language used for licensing taxi drivers such as no felony conviction within a five year period, etc. Councilmembers agreed and felt crimes of moral turpitude constituted more of a reason for denial than a ten year old driving under the influence conviction. Councilmembers were also concerned about drivers for companies that drop off groups of people in an area to sell door-to-door and suggested they carry a Commercial Drivers License (CDL). Councilmember Kovach asked Ms. Messner if she knew of other cities requiring this and she said no, but she would research CDL requirements in Oklahoma for the Committee's review.

Councilmember Kovach asked if companies that provide a service such as tree trimming or roofing needed a permit and Ms. Hall said yes, if they are knocking doors, but they can distribute advertising flyers without a permit. She said local companies that have an office in Norman are not required to have a permit. Councilmember Kovach felt that companies offering a service should submit bonds or insurance in case of property damage or accidents. Councilmembers also felt companies should carry adequate insurance and Ms. Messner said the bond submitted could be used for any property damage.

Councilmember Griffith asked if all door-to-door solicitors are issued a badge and Ms. Hall said yes, and each person is given a copy of the paper license issued in case their badge is lost of destroyed. Chairman Dillingham suggested that, groups be required to pay an additional fee per person because of Staff time involved in making badges, copying licenses, reviewing background checks, etc.

Councilmember Kovach asked about the protocol for residences with a "No Soliciting" sign and Ms. Hall said solicitors are instructed to bypass those residences. He asked if there were any penalties if they did knock on those doors and Ms. Hall said the homeowner can file a trespassing complaint, but there is no recourse stipulated in the ordinance. Councilmember Kovach asked if the City could revoke a company's license if they received three citizen complaints and Ms. Hall said the City has an administrative policy for suspending or revoking an annual license if there are three convictions through Municipal Court for violations of the ordinances within a one year period. She said solicitors are different as there licenses are not annual, but if complaints are received, the company is verbally warned that if the City receives further complaints, the company is subject to denial of future permits. Ms. Hall said language could be included similar to that in the Special Events Ordinance that states if a company or person does not comply with all regulations, no further permits will be issued and Chairman Dillingham requested this be done.

Ms. Messner asked the Committee about the amount of the bonds and Councilmembers felt that $10,000 minimum surety bond should be required. Councilmember Kovach suggested varying the amount by the activity, but Ms. Messner said that constitutes picking and choosing. Ms. Hall asked if bond amounts could vary for selling services versus selling a product and Ms. Messner said she would have to research the legalities. Chairman Dillingham suggested requiring proof of insurance in the minimum amount of $1,000,000 for vendors selling a service and Councilmembers agreed.

Councilmember Kovach said he would like to have penalties for persons or companies that sell without obtaining the permit. Ms. Hall said, currently, a Police Officer will warn the sellers that they need a permit and direct them to cease sales until a permit is obtained. She said legitimate companies will comply. She said if the Police have to address the same company a second time, they will issue a citation and they are taken to Municipal Court and held until the fine is paid. She said the City's goal is compliance so a company or person is usually not penalized for not getting the permit prior to selling. Ms. Hall said there are criteria in the Special Event ordinance for denial or revocation of a license that could be used in the solicitor ordinance.

Councilmember Kovach suggested an educational component be included with the approval of a new ordinance and Chairman Dillingham agreed. Councilmembers suggested placing information on the City website and Channel 20. She said it would be important to get the information out annually. Ms. Hall said Staff would mail a copy of the ordinance to those solicitor/peddlers that are currently obtaining licenses from the City on a regular basis.

The Committee discussed different requirements for non-profit entities and Ms. Messner said the City cannot discriminate. Chairman Dillingham asked Ms. Messner to check if any other city has attempted to permit non-profits differently than other businesses.

Chairman Dillingham felt the general consensus of the Committee is to require bonds, background checks, and tiered selling periods such as 30 day or 60 day permits for door-to-door vendors and stationary vendors can obtain permits not to exceed six months per calendar year. Councilmembers felt that groups of sellers should pay $100 per 30 day permit plus $50 per person and $200 per 60 day permit plus $100 per person. Chairman Dillingham asked Ms. Messner to draft an ordinance amendment for the next Oversight Committee meeting for review. Ms. Hall felt that stationary vendors should be able to apply for 30 day permits up to six months per calendar year and the City could charge for 30 day increments and Councilmembers Kovach suggested $500 for a 30 day stationary permit and Councilmembers agreed.

The Committee also discussed OU game days vendors that do not fall under the Special Event umbrella and felt a six month permit for $500 would be appropriate stipulating the dates of sales (games days) on the permits. They felt this would cover game day sales without losing revenue or promoting prolonged continuous sales.

The Committee talked about Temporary Food permits and felt that temporary food and solicitor peddler permits requirements need to be consistent and no recommendations to Council would be forwarded until both permit requirements have been reviewed.

Items submitted for the record

1. Memorandum dated July 26, 2010, from Leah Messner, Assistant City Attorney, through Jeff Bryant, City Attorney, to City Council Oversight Committee, Councilmember Atkins, Councilmember Dillingham, Councilmember Griffith, Councilmember Kovach
2. Comparison chart of other cities

MISCELLANEOUS DISCUSSION.

Chairman Dillingham said the Committee will discuss Enforcement Authority recommendations and dumpster set-backs in residential areas in September and continue the solicitor permit discussions in October along with temporary food and mobile food permits.

The meeting adjourned at 6:50 p.m.

CONTINUED REVIEW OF PROPOSED ORDINANCE AMENDMENTS FOR SOLICITOR/PEDDLER PERMITS.

Ms. Messner highlighted the suggested amendments to the proposed ordinance as follows:

- Applicant must provide a current background report from the Oklahoma State Bureau of Investigation (OSBI) - dated no more than 30 days prior to application.
- Each applicant must file a two year bond in the sum of $10,000 issued by a corporate surety authorized business in the State payable to the City of Norman to pay all damages to persons caused by, arising from, or growing out of the wrongful, fraudulent or illegal conduct of the licensee while conducting business in the City and also to secure collection and payment of sales tax if applicant does not supply proof of payment within 90 days of expiration of the permit.
- Each applicant providing a service must file a certificate of insurance for general liability and workers compensation insurance in the amount required by the State of Oklahoma when licensing appropriate trades.
- Permits for door-to-door soliciting or peddling may be issued for thirty or sixty days, but cannot exceed six months in a calendar year.
- Permits for outdoor stationery sales may be issued for increments of thirty days up to six months, but cannot exceed six months in a calendar year.
- A thirty day permit for door-to-door soliciting or peddling would cost $100 plus $50 for each additional seller operating under the same license.
- A sixty day permit for door-to-door soliciting or peddling would cost $200 plus $50 for each additional seller operating under the same license.
- A thirty day permit for outdoor stationery sales would cost $500.
- Applications for person previously convicted of murder, manslaughter, kidnapping, robbery, rape, arson, burglary, and grand larceny, as defined by state and federal law, will be reviewed by a Review Board to determine fitness to hold a license.

Chairman Dillingham suggested adding child abuse to the list of crimes and Councilmember Atkins asked if the term "child abuse' is a wide enough scope and Chairman Dillingham asked Ms. Messner to add language appropriate for any crime against children. Ms. Messer said she would review language to try to capture all felonies. Councilmember Atkins asked if there would be a fee for the Review Board process and Ms. Hall said no fees are currently required for other licenses. Councilmember Kovach felt the City did not want to bar access to appeals by charging a fee.

Ms. Brenda Hall, City Clerk, suggested adding times allowed to sell in the ordinance because there had recently been solicitors selling as late as 9:15 p.m. and the police had received several complaints from citizens. Councilmembers discussed time frames and felt 8:00 a.m. to 8:00 p.m. would be adequate.

In prior meetings, the Committee had inquired if a Commercial Drivers License (CDL) was needed by applicants driving groups of sellers in minivans and Ms. Messner reviewed the types of vehicles that require a CDL and said minivans do not fall into that category.

Councilmembers were satisfied with the proposed ordinance, but wanted to review Mobile and Temporary Food Permits in November then bring the proposed ordinances forward to Council at the same time. Ms. Hall said Staff has been gathering information and preparing proposals to submit to the Committee regarding mobile/temporary food. She said the State Health Department Mobile Food regulations will have new guidelines effective July 2011, and Staff wants to make sure City guidelines are consistent with the Health Department's.

Items submitted for the record

1. Memorandum dated October 4, 2010, from Leah Messner, Assistant Attorney, through Jeff Bryant, City Attorney, to City Council Oversight Committee, Councilmember Atkins, Councilmember Dillingham, Councilmember Griffith, Councilmember Kovach
2. Draft ordinance

MISCELLANEOUS DISCUSSION.

None

The meeting adjourned at 6:33 p.m.

that candidate or issue" and Dr. Hilbert felt that would be fine. Ms. Hall said "issue" was not included because, under the Code, the Enforcement Authority only reviews campaign contributions and expenditures reports for Council elections, not City municipal issue elections so they do not have the purview to review those reports. Chairman Dillingham said there are specific issues that are targeted and felt it would not hurt to add another bullet point that the Enforcement Authority desires to assist the public in understanding the interests of candidates or those who support a candidate or issue. Ms. Mary Frances, Enforcement Authority Chair, said the terms liberal and conservative are rather subjective, so she would prefer not to use those words, but identify their occupation, which is in the Code.

Councilmember Kovach asked what the Enforcement Authority thought about omitting the specific examples of contributors as he is concerned there will be people who would want to be included or omitted from the list and rather than being specific, the list could be more general.

Dr. Hilbert said the Enforcement Authority would like to make the information available to the press in hopes they would do an opinion piece. Chairman Dillingham said if someone wrote their own item and submitted to The Norman Transcript, the paper usually publishes the piece. Councilmember Kovach asked if the Enforcement Authority had discussed other media options and Dr. Hilbert said no. Ms. Hall said they had talked about utilizing Channel 20 and the City's website. Councilmember Kovach said KGOU often airs PSA's as well the Voice of Reason radio. Chairman Dillingham suggested flyers that could be obtained at City Hall and candidates packets. Councilmember Kovach suggested sending the PSA to the Chamber of Commerce and political parties headquarters even though Norman Council races are non-partisan and Chairman Dillingham agreed. Ms. Hall said she provides election information to the Chamber and will add the PSA to that and felt it was a great suggestion.

Ms. Frances suggested adding the question, "If a person coordinates their activities with the candidate or the candidates campaign, who reports?" to the FAQ and Chairman Dillingham agreed.

Chairman Dillingham felt the Enforcement Authority could move forward with the PSA with changes as discussed and said the Committee would also welcome any other FAQ's the Enforcement Authority had in mind.

Councilmember Kovach said he would like, in a future meeting, to discuss regulations on the size of political signs as some have become billboard size. He said the City regulates every other type of sign and it should be easy to include political signs and Councilmembers agreed. Ms. Hall said, once the PSA and FAQ are refined, they will be distributed to Council in their weekly packets.

Items submitted for the record

1. Enforcement Authority's Public Service Announcement
2. Frequently Asked Questions regarding Campaign Contribution and Expenditure Reports for City of Norman Municipal Elections

DISCUSSION REGARDING PROPOSED MODIFICATIONS TO TEMPORARY/MOBILE FOOD PERMIT REQUIREMENTS.

Ms. Hall said in 2005, due to requests for sno cone stands and coffee kiosks, Council adopted a requirement that all new commercial buildings be faced with some type of masonry material and must submit a site plan if the original site plan did not depict the structure.

The State Department Health Department will not issue a permanent annual license to temporary or mobile units (units with wheels) because they are not connected to City water and sewer services and/or they are on wheels. They also require all mobile units to move off the property for a 24 hour period every 17 days. She said the City incorporates State food regulations into the Code of Ordinances, therefore, the City cannot license these facilities annually either.

Ms. Hall said Council has expressed concern about the Temporary and mobile food vendors in Norman such as the taco trucks. She said proposed changes in the State law should take effect in July 2011. She said the changes will be beneficial to Norman changing their regulations and said the City can be more restrictive than State law, but not more relaxed. She said the new state regulations will allow mobile vendors to be a true mobile unit. She said they would be allowed to set up at construction sites or in parking lots of larger businesses for a couple of hours then move on. Current City regulations will not allow this as the City requires the unit be on commercially zoned property with written permission from the property owner and the license is issued to a specific location.

Ms. Hall quoted new State regulations as follows:

> Mobile food service establishment means a facility that prepares food and is vehicle mounted (is Department of Transportation road approved, including wheels and axles), is readily moveable and remains at one physical address for no more than 12 hours at one time. Mobile food service establishments are required to return to a commissary daily to dispose of waste water, refill with fresh water, and service the mobile unit. The mobile food service establishment is required to remain a the commissary for a time period necessary to adequately service the unit; or shall operate and can remain stationary in conjunction with a single event or celebration. The name of the business and the Oklahoma State Department of Health license number shall be clearly visible on the outside of the vehicle during hours of operation.

Ms. Hall said the Health Department proposes to inspect and license the commissary. She was not sure what the regulations will be for the commissary, but feels it will affect those mobile vendors that service their units from their residences because the commissary will probably be required to be in an industrial zone. Chairman Dillingham said the "roach coach" explosion has become a nationwide trend and other states having problems are New York, California, Houston, and Chicago who require either a commercially license commissary type kitchen or a home kitchen, if the home kitchen is licensed commercial kitchen. She said these new regulations would be a great opportunity for someone to start a commissary business.

Ms. Hall said she envisions Norman continuing to require mobile units to have permission of the property owner, but Staff has not yet had discussions with developers or businesses that are not commercially zoned to see if they would be supportive of the new regulations. Councilmembers did not want vendors to be able to set up on public streets or schools. Ms. Hall said the only true mobile the City licenses is an ice cream truck and even though they are on public streets, they can only stop for point of sale and move on.

Ms. Hall said, after surveying several cities, Staff found regulations to be all over the place and many cities do not regulate mobile or temporary food unit, but leave that to the State's Health Department, which is not unusual as the City of Norman requires approval from the Cleveland County Health Department prior to licensing these units.

Councilmember Griffith asked if the Health Department would have a "mobile inspector" to inspect the mobile units and Ms. Hall said yes, the Health Department has several inspectors that currently inspect all food establishments including mobile units. She said the City's Food Service and Temporary Food Service applications require signatures from the Health Department inspectors and City Staff works closely with the Health Department on all food related businesses. She said the Health Department enforcement regulations can be cumbersome and inspectors will often turn to the City for help in enforcing compliance issues. Ms. Hall said the inspectors check stationary mobile units regularly and mobile units setting up for an event gets inspected the first day of the event prior to selling.

Councilmember Kovach said the complaint he has received has been more along the lines of the aesthetics and, was concerned that if a property owner gave a mobile taco truck permission to set up in the University North Park Tax Increment District (UNPTIF), for instance, there would be numerous complaints and mad business owners. He felt special events and festival regulations should be more flexible, but believed regulating one segment of the food industry, sno cone stands versus mobile units, creates an unlevel playing field. Chairman Dillingham agreed and felt there would be fewer problems with mobile units actually being mobile stopping at construction sites or businesses for a short period of time and she liked the idea of having a commissary instead of a home kitchen.

Councilmember Kovach asked about the hours of operations and Chairman Dillingham said they would have to have a time limit and should not stay in one location more than so many hours or between the hours of X and Y then move. Ms. Hall said most vendors have shown interest in working the lunch hour period without being restricted to the same location everyday. Councilmembers felt a time limit of no more than two hours at any location would be adequate. Ms. Susan Connors, Director of Planning and Community Development, suggested a three hour limit and said the ordinance could always be amended if needed and Chairman Dillingham agreed. She also suggested looking at ordinances from other cities. Chairman Dillingham said the City needs to accommodate mobile vendors with appropriate limitations to avoid an overabundance of mobile units setting up in one location for long periods of time.

Councilmembers felt that three hours was an adequate amount of time. Chairman Dillingham wanted defined locations to keep vendors from leaving a location, driving around the block, and returning to that same location for another three hours. Councilmember Atkins felt that could be regulated through the property owner and Ms. Hall said that language could be placed in the ordinance to be reiterated to the licensee at the time the license is issued. Councilmember Kovach said he would like to give the existing vendors a head's up about the new regulations and Ms. Hall said Staff is currently visiting with the mobile vendors when they come in for their temporary renewals.

Councilmembers discussed tiered licenses and fees, expiration period of license, proof of sales tax payment, and requiring bonds and/or insurance. Chairman Dillingham wanted the City to mirror State Statutes and asked Staff to draft terms and fee structures for the Committee to review in January.

Items submitted for the record

1. Memorandum dated October 28, 2010, from Brenda Hall, City Clerk, to Honorable Mayor and Councilmembers, Norman City Council
2. State Health Department definition for Mobile Food Service Establishment
3. Temporary/Mobile Food Permit Information for other cities

MISCELLANEOUS DISCUSSION.

None

The meeting adjourned at 6:48 p.m.

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES

December 1, 2010

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 1st day of December, 2010, 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 Atkins, Cubberley, Griffith, Kovach, and Chairman Dillingham
ABSENT:	None
OTHERS PRESENT:	Ms. Susan Connors, Director of Planning and Community Development Ms. Brenda Hall, City Clerk Mr. Doug Koscinski, Current Planning Manager Ms. Leah Messner, Assistant City Attorney Ms. Syndi Runyon, Administrative Assistant IV

DISCUSSION REGARDING PROPOSED MODIFICATIONS TO TEMPORARY/MOBILE FOOD PERMIT REQUIREMENTS.

Ms. Leah Messner, Assistant City Attorney, said the proposed ordinance is a rough draft and she highlighted the proposed language for temporary and mobile food vendors. She said the Committee had requested a tiered license and fee system and she is proposing a 30 day permit for $100 or a six month permit for $500. She said the 30 day permit would allow vendors to "test the market' prior to committing to six months. She said there will be two types of permits; Temporary Food Service, which would be acquired by vendors such as sno cone stands that are at a fixed location with masonry facade required by Zoning Codes and can only be at the location a maximum of 180 days. The other license would be a Mobile Food Service for units on wheels that can move around such as ice cream and taco trucks and could only be set up at a location for a maximum of three hours per day. Ms. Messner said the licenses would have to be obtained 24 hours prior to selling and the license must be displayed in public view. She said the original idea was to have the permit fees mirror the proposed changes for the solicitor/peddler fees, but after speaking to Ms. Brenda Hall, City Clerk, she believed those fees were extraordinarily high. Ms. Hall said the City charges restaurants $50 annually for a Food Service License and, currently, temporary and mobile vendors can obtain a 14 day permit for $20 that can be renewed indefinitely every 14 days for another $20; consequently, $100 for 30 days and $500 for six months seemed very high in comparison. Councilmembers discussed various fees and Councilmember Kovach suggested $50 for a 30 day permit and $250 for a six month permit and Councilmembers agreed.

Ms. Hall said the Committee had discussed requiring a bond for tax purposes or property damage, but felt this would be unnecessary since there were multiple checks and balances already in place. She said temporary and mobile food vendors must have an Oklahoma sales tax permit number and be licensed by the Cleveland County Health Department. The City checks tax records frequently to make sure the vendors are not delinquent, but would like Council's input on bonding. She said other language in the ordinance requires mobile vendors to be on commercially zoned property, but they would not necessarily be in commercially zoned areas if they are setting up at construction sites.

Chairman Dillingham said the Committee had proposed a bond be required for property damage or health and welfare issues, but felt that could be covered with proof of vehicular insurance and vendors should provide a certificate of appropriate insurance at the time of application. She said she would also like proof of general liability in case of food poisoning or other health issues to protect the public. Ms. Hall said the City requires public transportation companies to provide certificate of insurance and could incorporate that language into the proposed ordinance. Councilmember Atkins said the ordinance has language in Section 13-810 (11) requiring a certificate of insurance from the appropriate insurer that the applicant has general liability and workers compensation insurance in the amount required by the State of Oklahoma. Councilmember Kovach agreed and felt that since these vendors would be mobile the City would want a greater threshold of protection from them in case of personal injury claims.

Ms. Messner said the mobile vendors would need permission of the property owner to sell and the language states they cannot remain at a "single location or address" more than three hours in a 24 hour period, but said many parking lots have multiple addresses and asked for input on what language to use to keep vendors from moving from one side of a parking lot to the other when the City would consider that a single location. Mr. Doug Koscinski, Current Planning Manager, suggested using the language "common parking lot" to cover multiple addresses in a single parking lot and Councilmembers agreed.

Councilmember Kovach felt that, in some instances, there are brick and mortar businesses located in Norman that have mobile units for catering purposes or special events, does the City want to require general liability insurance from them. Chairman Dillingham felt that was a valid point and a provision could be added that if a business has a permanent commercial location in Norman and operated a mobile unit for limited purposes they would be exempt from insurance requirements.

Ms. Hall said when the Committee reviews the final draft of the solicitor/peddler, temporary food, and mobile food ordinances, she would like the Committee to also review adding regulations for panhandling under the licensing section of the Code. She said there are no requirements for licensing churches or non-profit agencies that solicit donations on the street so there is no legal way to stop or deter them from coming into Norman. She said all they have to do is register their tax exempt paperwork with the City Clerk's Office and stay out of the right-of-ways; otherwise, there is nothing in the Code to regulate what they can and cannot do. She said the Clerk's Office explains to them that they cannot be in the right-of-ways, in the street or the medians, and cannot block vehicular or pedestrian traffic, but if they do not comply the only recourse is to issue a citation for obstructing a public way or access. She said the City is dealing with a specific organization, at this time, that is continually in violation. Chairman Dillingham said she knew of panhandling issues on Campus Corner as well and she has intended to pursue the subject and this would be a good time to take action. Ms. Messner felt there needed to be some legal research done as far as religious groups and First Amendment rights and Chairman Dillingham agreed.

The Committee talked about when to bring these ordinances back for review as well as other topics for discussion and Chairman Dillingham said the Committee could review the ordinances in February as well as discussion on the Special Event ordinance, due to issues that have come to the City's attention since its adoption. Ms. Hall said the Committee also talked about reviewing the sign ordinance prior to the next election to regulate the size of political signs and placement in site triangles.

Items submitted for the record

1. Memorandum dated November 30, 2010, from Brenda Hall, City Clerk, and Leah Messner, Assistant City Attorney, to Oversight Committee Members
2. Draft Ordinance No. O-1011-33
3. Draft legislatively notated copy of Ordinance No. O-1011-33

MISCELLANEOUS DISCUSSION.

None

The meeting adjourned at 5:53 p.m.

ATTEST:

City Clerk

Mayor

Mr. Koscinski suggested locating dumpsters within 20 feet of the property line abutting residential property and if a complaint is filed, mandate compliance within two years or if no complaints are received on existing dumpsters within two years make no changes. Mr. Komiske asked that the Director of Utilities be given the option of overriding the regulation if there is no other viable place for the dumpster and Councilmembers agreed. Councilmember Kovach suggested allowing compliance within six months. Mr. Koscinski suggested language that read "where reasonably practicable." He said Midway Grocery on Eufaula Avenue is a perfect example of commercial business with a dumpster abutting a residential area that would be in violation under the proposed ordinance and where there is no other viable place to locate their dumpster to be compliant. Ms. Messner suggested the language read, "dumpsters must be relocated as close as practicable to the property line in order to comply to the new requirements" and Councilmembers agreed. Chairman Dillingham asked if a six month compliance window would be a problem and Ms. Messner said she thought it would be fine, but would research and draft the ordinance to be sure there would not be any legal issues then bring the draft back to the Committee. Chairman Dillingham asked the draft ordinance be brought back to the Committee in April.

Items submitted for the record

1. PowerPoint presentation entitled, "Department of Utilities Sanitation Division Commercial Dumpster Location Review, " dated January 2011

CONTINUED DISCUSSION REGARDING PROPOSED MODIFICATION TO TEMPORARY/MOBILE FOOD PERMIT REQUIREMENTS.

Ms. Messner said a draft of the proposed ordinance for temporary and mobile food permits was reviewed by the Committee on December 1, 2011, and changes were requested. She said there are two proposed types of temporary licenses, Fixed Temporary Food Service License and Mobile Temporary Food Service License with a definition for the Mobile Temporary Food Service License to read, "shall be for facilities that are vehicle mounted and are readily moveable." She said this was taken from the Oklahoma City ordinance. She said another change was made to Section 13-810(a) deleting the Oklahoma State Bureau of Investigation (OSBI) background check and bonding requirements and changing the insurance requirements to general liability and vehicular insurance. She said Section 13-811(b) was changed to read, "a single location or address shall include a single parking lot shared by multiple businesses." She said she also defined a public right-of-way for better clarification, which includes sidewalks and alleys as well as the street. She said the fee for a thirty day permit was changed to $50 and $250 for a 180 day permit.

Chairman Dillingham felt the proposed ordinance was ready to be submitted to the City Council in a Study Session for a full review along with the proposed changes to the Solicitor/Peddler ordinance and Councilmembers agreed. Councilmember Griffith asked when enforcement would begin and Ms. Hall said 30 days after Council adopts the ordinance. She said vendors that currently obtain Temporary Food Service Licenses will be notified upon adoption prior to enforcement. She said these vendors have been advised when they come in to renew their license that changes are in the pipeline, but the City Clerk's Office will follow up with a letter to each vendor with a copy of the ordinance. She said the same procedure of notification will be applied to regular stationary vendors that obtain solicitor/peddler licenses.

Mr. Koscinski asked if Councilmembers were going to allow mobile sales of food on construction sites and Councilmembers said yes. He suggested adding specific language to that effect in Section 13 811(b) or wherever applicable and Ms. Messner said she would place specific language in the ordinance prior to Council's full review. Mr. Koscinski suggested language such as "work sites or construction sites" be used and Councilmember Kovach asked about the difference between work sites and construction sites. Mr. Koscinski said a work site could be a business parking lot, such as Hitachi, versus a site where building construction is taking place. Chairman Dillingham suggested the language read, "shall include but not be limited to work site, construction site, etc."

Items submitted for the record

1. Memorandum dated December 28, 2010, from Leah Messner, Assistant City Attorney, through Jeff Bryan, City Attorney, to City Council Oversight Committee Member, Councilmember Atkins, Councilmember Dillingham, Councilmember Griffith, Councilmember Kovach
2. Draft legislatively notated copy of Ordinance No. O-1011-33

MISCELLANEOUS DISCUSSION.

Councilmember Kovach asked if the proposed solicitor/peddler ordinance had language regarding soliciting in the public right-of-way because he was concerned about the New Life Church of Dallas that comes into Norman and solicits at busy intersections. Ms. Hall said that language is not in the Solicitor/Peddler ordinance because the Church is a charitable organization and they do not need a license to solicit donations. She said the Church does have to comply with certain criteria, i.e., they are not supposed to be in the medians, in the street, or block pedestrian or vehicular traffic. She said in the past verbal notice of the regulations have been given; however, due to constant violations, they now have to sign a written agreement that defines all criteria to follow for soliciting donations in the City of Norman. She said they also have to provide a copy of their non-profit 501C paperwork and each time they are going to be in the City they must call and inform the City Clerk of the day, date, time, and locations and the Police Department is notified. She said the only enforcement mechanisms the City have deal with interference of traffic and obstruction of right-of-way and Ms. Messner said the Police Department did issue two citations to members of the New Life Church during the week of Christmas for being in the street. Ms. Hall said the signed agreement stipulates the language in Chapter 15 so the Church members are aware this would be a violation and they can be cited for the violation.

Councilmember Kovach said he was worried for their safety because he witnessed them in the street at the intersection of McGee and Lindsey during the Christmas week. Chairman Dillingham said she witnessed the same thing at Main and Ed Noble. Councilmember Atkins said they were doing the same thing at 12th Avenue S.E. and Alameda. Ms. Hall said the Church members were soliciting on New Year's Eve, but had not informed the City Clerk's Office they would be in Norman on that day and the Police Department had so many complaints about them being in the street so they asked them to cease soliciting due to violating the agreement as well as being a safety hazard to vehicular traffic and themselves. Ms. Hall said she had not heard from the Church since the citations were issued.

Ms. Hall said the City of Norman is not the only City having problems with New Life Church as Wichita, Kansas officials have contacted her office for information on Norman's regulations as they are also having problems. She said Wichita's Council will review an ordinance in February 2011 to prohibit charitable solicitations in intersections citywide. She said Wichita's City Council appointed a committee to review their permit process as well as possible alternatives to soliciting at intersections. She said she will follow those results and report back to the Committee.

Chairman Dillingham said the Committee will address the Mass Gathering/Festival and Special Events ordinance on February 2, 2011. She there are a couple of problems that have arisen regarding game days on Campus Corner and the Music Festival downtown. She said some downtown business owners that are open on Saturdays are concerned that the Music Festival is limiting their ability to conduct business and they want business owners as well as property owners to have leverage on whether or not the street is closed. Ms. Hall said the Music Festival has been more problematic this year due to Easter weekend and the 89'er Day Parade. Chairman Dillingham asked Staff to notify the Downtowners Association and other merchants downtown as well as Campus Corner.

Ms. Hall said the Campus Corner Association would like more control over who can conduct business outside during game day events since they pay costs related to the event. She said Mr. Jeff Stewart, owner of O'Connell's, is also interested in discussing an Overlay District for Campus Corner.

Councilmember Kovach asked that minutes from previous discussions regarding Festivals and Special Events be provided to Committee members to refresh their memory.

The meeting adjourned at 6:33 p.m.

Item 3, being:

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

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

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

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

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

Types of permits proposed by the OC include:

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

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

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

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

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

Additional requirements for *mobile* vendors include:

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

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

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

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

Items submitted for the record

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

The meeting adjourned at 5:57 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 33

Text File Number: O-1011-44

Introduced: 1/19/2011 by Doug Koscinski, Current Planning Manager **Current Status:** Non-Consent Items

Version: 1 **Matter Type:** Ordinance

Title

ORDINANCE NO. O-1011-44: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION 431.6 (COMMERCIAL OUTDOOR LIGHTING STANDARDS) AND AMENDING SECTION 431.7 (DEVELOPMENT AND MAINTENANCE OF OFF STREET PARKING FACILITIES), AND SECTION 450 (DEFINITIONS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO CREATE COMMERCIAL OUTDOOR LIGHTING STANDARDS AND ADDING RELATED DEFINITIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-44 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1011-44 upon Final Reading as a whole.

ACTION TAKEN: _____

Body

BACKGROUND: In January 2010, the Planning Commission was given a charge from the City Council Planning and Community Development Committee to develop a comprehensive ordinance that addresses the impact of commercial lighting on the community. Topics to be explored and considered included:

- Examination of the current ordinance sections to assess deficiencies.
- Review the International Energy Conservation Code (IECC) to evaluate the lighting standards contained therein.
- Review the International Dark Sky Association (IDA) Model Lighting Code that was prepared in consultation with the Illuminating Engineering Society of North America (IESNA), and related standards for direction in developing a code for Norman.
- Examine sample ordinances from peer communities for practical examples of code language that has been effective elsewhere.
- Develop a Draft Ordinance that addresses:

o - Lighting levels (minimum and maximum)
o - Light trespass (light where it is not wanted)
o - Glare (too much light, or badly oriented)
o - Light pollution (light where it is not needed, i.e. skyglow)
o - Easily definable or measurable outcomes

As background, the Planning Commission was presented with the language in the current zoning ordinance. The Zoning Ordinance for the City of Norman only references "lighting"

in two sections, both of which are focused entirely on parking lots. Although useful, the Committee felt that neither section provided the specific guidance that would be needed to control the impact that all types of commercial outdoor lighting can have on other properties, nearby residential uses, or the spillover effects on roadways. One of the recently adopted building codes, entitled the "International Energy Conservation Code (2006 version)," established power limitations (expressed as watts per square foot) on a variety of outdoor lighting applications. Although parking lots are included, all outdoor lighting is addressed in some fashion. What that ordinance does not address is the quality, character, direction, or lighting level of the various components of outdoor lighting.

Several topical articles on the impacts of different lighting systems were also distributed. Staff researched dozens of ordinances from communities throughout the country and incorporated various elements into several draft ordinances which the Commission reviewed in monthly study sessions throughout last year.

DISCUSSION: The earliest versions of the draft lighting standards established the basic form of the ordinance, and identified items that needed further discussion and direction. From the inception, the design standards were created to address on-site exterior lighting for "commercial" uses, and were not aimed at properties developed with one or two family dwellings. Street lighting, while an important issue, was also not included for regulation by this ordinance. This Ordinance is a requirement for all new public or private commercial, industrial, institutional, and multi-family land uses, developments, buildings and structures that require a permit.

Overall there were nine versions of the Commercial Outdoor Lighting Ordinance presented to and discussed by the Planning Commission with all meetings attended by representatives from the development community who actively participated in all discussions. The Planning Commission held ten study sessions on this ordinance. Staff also gave updates to the City Council Planning and Community Development Committee on seven occasions and held one Study Session with the full City Council in 2010. The early drafts of the Commercial Outdoor Lighting Ordinance were very extensive and included a wide range of topics for discussion by the Planning Commission.

Six topics became the focus of most of the discussion:

1. The broad topic of how to deal with existing commercial locations which would not comply with new, adopted standards was extensively discussed. For many months the draft ordinance included some provision that "major expansions" to either a building or a parking lot should include a requirement that the entire site be brought to the new standards. Most versions stated that if a building or a parking lot were substantially modified (50% was the consensus), then the exterior building or parking lot lights should all be upgraded to meet the new requirements. Later versions were moderated to only require existing lights to be "shielded, re-aimed, or re-lamped" (presumably with a lower intensity bulb) to minimize off-site impacts. The language in the version recommended by the Planning Commission was simplified to require only newly installed light fixtures in new construction comply with these standards.

2. All early versions included language requiring complete updating for all exterior lighting when a building remained vacant for at least two years. That requirement was changed to only apply to unshielded "wall-pack" lights if there was a complaint. The version recommended by the Planning Commission has eliminated any reference to a requirement for updating.

3. Early versions of the ordinance addressed the impacts of "light spillover" or "light trespass" by limiting the amount of light that fell at the property line to 0.05 footcandles when the abutting property was low density residential, and 0.1 footcandles in all other cases. Subsequent versions increased that limit to a uniform value of 0.2 footcandles in all cases. One of the major points of discussion on this topic was to have that limitation only apply when the adjacent property was used for single-family or two-family use, with no limitation for spillover onto the public right-of-way or other "commercial" properties. The version recommended by the Planning Commission requires a limit of light at all property boundaries.

4. The currently adopted International Energy Conservation Code (IECC) imposes limitations on the watts per square foot (energy) that are allowed under various commercial applications, but does not address how much light is allowed (lumens). Early versions of the draft ordinance suggested a lighting cap of 50,000 lumens per acre, which was raised to 75,000, then 100,000. The version of the ordinance recommended by the Planning Commission allows four lumens per square foot (to be consistent with how wattages are expressed in the IECC), roughly equivalent to 175,000 lumens per acre, an amount adequate to accommodate all new automobile dealerships, and more than most other current commercial uses.

5. While the IECC currently requires that exterior lights be controlled by a separate circuit that includes either a clock or sensor that would shut lights off during the daylight hours (in order to avoid unnecessary energy use), the code does not specifically require that they be extinguished when the business is closed. All early drafts of the ordinance included a requirement that non-security lights be extinguished thirty minutes after the business closed, and not be turned on again until thirty minutes before the business opened. Later drafts only imposed those time limits on new businesses. The version recommended by the Planning Commission does not require that any lights be extinguished at night.

6. The topic of "glare" was much discussed, with all early versions of the ordinance allowing only full cut-off fixtures which offer the most lighting control. That type of light, when mounted horizontally to the ground, most efficiently lights the object or area that is directly under the light, and minimizes any wasted "up-lighting" which does not provide any needed light. Accent lighting (which does allow up-lighting of architectural objects) was added to address concerns that limiting all lights to full cut-off may be too restrictive. The compromise offered by the development community added cut-off and semi cut-off fixtures as well. They were defined in the draft ordinance as allowing 5% up-lighting (cut-off) and 10% (semi cut-off), and their use was incorporated in the final version. Those definitions are not consistent with the industry standards established by IESNA, which limit cut-off fixtures to 2.5%, and semi cut-off fixtures to 5%. The version recommended by the

Planning Commission contains a broad exemption of all ordinance requirements for any light more than seventy-five feet from any property boundary, except that the 0.2 footcandle limitation at the property boundary must still be maintained.

In an effort to achieve compromise, the Planning Commission removed various elements from subsequent iterations and conceded to several last-minute suggestions. The last version was highlighted at an Open House hosted by staff on February 7, 2011, which was attended by residents and business owners who supported or opposed the final version. Several final amendments were proposed at the Public Hearing conducted by the Planning Commission on February 10, 2011. The final version applies only to new lights installed in new construction, and not to any lights installed in existing buildings or developments and does not require any retrofit of pre-existing fixtures.

RECOMMENDATION: The Commercial Outdoor Lighting Ordinance presented to the City Council does establish a limitation of 0.2 foot-candles at all property boundaries, and provides an allowance of four lumens per square foot of developed property on each site, plus an additional lighting allowance at each building entrance. The standards as proposed allow cut-off and semi cut-off fixtures as well as full cut-off fixtures. Cut-off and semi cut-off fixtures allow some light to escape above the 90-degree horizontal line whereas full cut-off fixtures do not when the fixture is mounted horizontally to the ground. Retrofitting an entire site, even when substantial expansions are proposed, is not required by this ordinance. The Planning Commission, by a vote of 4-3, forwarded the final version of the ordinance with a recommendation for approval. Staff forwards the ordinance to the Council for its consideration.

O-1011-44

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION 431.6 (COMMERCIAL OUTDOOR LIGHTING STANDARDS) AND AMENDING SECTION 431.7 (DEVELOPMENT AND MAINTENANCE OF OFF STREET PARKING FACILITIES), AND SECTION 450 (DEFINITIONS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO CREATE COMMERCIAL OUTDOOR LIGHTING STANDARDS AND ADDING RELATED DEFINITIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 431.6 of Chapter 22 of the Code of the City of Norman, Oklahoma, shall be and is hereby added to read as follows:

SEC. 431.6 -- COMMERCIAL OUTDOOR LIGHTING STANDARDS

(Established by Ord. No. O-1011-44 -- ___, 2011)

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, on new construction, 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) New Building Construction. For all new 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 (*30 days after Council adoption*), 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) Externally illuminated signs.
   (3) Temporary lighting for theatrical, television, and performance areas.

(4) Lighting for non-commercial public or private athletic fields and recreational facilities, although any new 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.

(5) Lighting in swimming pools and other water features governed by the most recently adopted National Electrical Code.

(6) Lighting for police, fire, and other emergency services, or required by any state or federal agency, such as the FAA.

(7) Interior lighting.

(8) Temporary holiday lighting.

(9) Low-voltage landscape lighting.

(10) Exterior lights that are mounted within interior courtyards or other areas of the building that are not visible from any abutting residential property.

(11) Decorative and architectural lighting of bridges, public monuments, public art, although all new luminaires should be installed to minimize glare and be shielded such that no glare is visible from any abutting property.

(12) New street lights installed within public rights-of-way.

(13) 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.

(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. <u>General Outdoor Lighting Standards.</u>

(a) Fixture Standards.

(1) Except as otherwise provided, all new nonexempt outdoor lighting fixtures shall be cut-off, semi-cut-off, or full cut-off fixtures mounted horizontally 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 4(f).

(2) Individual existing fixtures may be repaired or replaced with an identical fixture or with a then-available fixture that most nearly duplicates the fixture being replaced. Ordinary maintenance of existing fixtures, including replacement of lamps, is specifically allowed provided the new lamps are not increased in lumens. If existing fixtures is removed in order to upgrade, redesign, or reconfigure the lighting design on the property, then such fixtures must conform to the requirements of the Outdoor Lighting Standards.

(b) Pole Mounted Lights.

(1) The maximum light level at any point on a property line shall not exceed 0.2 footcandle.

(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 footcandle, with a uniformity ratio of 4/1.

(c) Lights Mounted to Walls of Buildings or Structures.

(1) All wall mounted lighting on new buildings or structures shall be cut-off, semi-cut-off, or 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 newly constructed 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 4(d)(2) below, new fixtures used for accent lighting shall be either cut-off, semi cut-off, 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 footcandle 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) 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 newly constructed canopies shall be adequate to facilitate the activities taking place in such locations (a minimum of 0.2 footcandle). 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 newly constructed 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 no 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.

(g) Exception for Lights Greater Than 75 Feet From a Property Boundary. Lights greater than seventy-five (75) feet from any property boundary line are only subject to the spillover requirements of Section 4(b)(1) and are not subject to any other requirements of this ordinance.

5. 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 5(a) above, all applications for building permits subject to this section which exceed 5,000 square feet and involve the installation of new outdoor lighting shall include the following information:

(1) A photometric plan, prepared by a professional ~~lighting~~ engineer or representative of the lighting industry, at a scale no smaller than one inch equals sixty (60) feet.

(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;

(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 ninety-five (95) percent of the on-premise data point sources, excluding two and one-half (2.5) percent of the lowest values and two and one-half (2.5) percent of the highest values; 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) 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.

(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 431.7 of Chapter 22 of the Code of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

SEC. 431.7 – DEVELOPMENT AND MAINTENANCE OF OFF STREET PARKING FACILITIES

* * *

2. Development and Maintenance of Off-Street Parking Facilities.

* * *

(f) Improvement.

* * *

(4) Landscaping. From the effective date of this ordinance, all new off-street parking areas with six (6) or more spaces shall be landscaped as per the requirements of Section 22-431.8. For enlarged parking areas, only the increment of expansion shall be subject to landscaping requirements.

(5) Waiver of Surfacing Requirements for those who are disabled. The Planning Director may, upon written request, consider a waiver of surfacing requirements which would permit persons with a disability to park their vehicles on unimproved front or side yard surfaces in order to allow access to a walkway suitable for safe transport to their dwelling unit. Consideration will be given only to individuals that qualify for Emergency Access Grant funds as administered by the City of Norman and to owners of vehicles currently displaying a handicapped person decal. The applicant shall, in writing, describe why he/she is unable to comply with the parking ordinance and what special needs will be met through a waiver. After review of the letter of application, the Planning Director shall either approve or deny the request. The Director's decision may be appealed to the Board of Adjustment.

* * *

§ 3. That Section 450 of Chapter 22 of the Code of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

SEC. 450 – DEFINITIONS

(1) ACCENT LIGHTING. Any lighting used as a decorative or design element, or to highlight architectural features, fascia, landscaping, flags, art, or other objects for architectural or landscape purposes.

* * *

(20) BUILDING SITE. A single parcel of land in one ownership, occupied or intended to be occupied by a building or structure.

(21) CANOPY. A multi-sided overhead structure, cantilevered or supported by columns, but not enclosed by walls.

* * *

(25.1) COMMERCIAL COMMUNICATIONS TOWER. A structure composed of a single spire erected and maintained by a public service corporation that supports antennae and necessary attachments including, but not limited to, microwave antennae used as part of a cellular mobile telephone communication system, and an accessory building not to exceed four hundred (400) square feet used to house equipment necessary for the operation of the cellular communication monopole and related facilities.

(25.2) COMMERCIAL LAND USE. Any public or private use allowed within the CO, C-1, C-2, C-3, CR, or TC zoning districts of the City of Norman.

(25.3) CUT-OFF FIXTURE. Fixtures, as installed, which are designed or shielded in such a manner that no more than approximately 5% of the light is allowed to escape the fixture upward, above 90 degrees.

(25.4) DANCE HALL. See NIGHTCLUB.

* * *

(48) FLOOR AREA, RESIDENTIAL. Floor area used for residential purposes but not including area for common use of all occupants (in multi-family dwellings) or for commercial or other non-residential purposes such as garages or carports.

(49) FOOTCANDLE. One footcandle is equal to the amount of light generated by one candle shining on a surface one foot away. Footcandles can be measured both horizontally and vertically by a footcandle or light meter.

(49.1) FULL CUT-OFF FIXTURE. Fixtures, as installed, which are designed or shielded in such a manner that no light is allowed to escape the fixture upward, above 90 degrees.

(50) GARAGE APARTMENT. A single dwelling unit co-located within a building where motor vehicles are normally and regularly stored and having a roof or wall in common.

(51) GLARE. The sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted so as to cause an average person difficulty seeing in the presence of very bright light.

(52) GROUND AREA. The horizontal area of the ground covered by any structure.

(53) GUEST HOUSE. An accessory building which is subordinate to, or smaller than, the principal residence on the same lot. It is intended to house occasional visitors or non-paying guests of the occupants of the principal residence on the same lot.

(53.1) HARDSCAPE. The sum total on an individual lot of the impervious, semi-impervious and landscaped areas required by the Zoning Ordinance, less any area devoted to buildings or structures, but does not include unimproved areas of the lot.

(54) HOME OCCUPATION. An accessory use of a dwelling unit, conducted entirely within the dwelling unit, carried on by one or more persons, all of whom reside within the dwelling unit, and where no other persons are employed other than maintenance and domestic help. The use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof. There shall be no sale or display of merchandise nor outside storage of any kind. (Cross-reference Section 22:438.1)

(56) HOTEL. A building or group of buildings under one (1) ownership containing six (6) or more sleeping rooms occupied, intended or designed to be occupied as the more or less temporary abiding place of persons who are lodged with or without meals for compensation, but not including an auto or trailer court or camp, sanitariums, hospital, asylum, orphanage, or building where persons are housed under restraint.

(56.1) INDUSTRIAL LAND USE. Any public or private use allowed within the M-1, I-1, or I-2 zoning districts of the City of Norman.

* * *

(59) INSTITUTIONAL, HIGH IMPACT. A public, quasi-public or private residential facility for individuals who are in need of special care, supervision, treatment, punishment or rehabilitation and must be maintained in a secured environment. Residents may be assigned to such a facility by a court, and may occupy the facility on a temporary or permanent basis. Typical uses include half-way houses for substance abuse patients, criminal pre-release centers, prisons, jails, and hospitals for mentally ill.

(59.1) INSTITUTIONAL LAND USE. Any public or private use allowed within the O-1 zoning district of the City of Norman, or a public, quasi-public, religious, fraternal, or institutional use authorized as a Special Use within another zoning district.

(60) LAND AREA. (For determining livability space ratio, open space ratio). The area of the lot plus one-half (1/2) of any beneficial open space plus one-half (1/2) of any abutting street or alley right-of-way up to a maximum of fifty (50) feet in an RM-6, Medium Density Apartment District, and up to a maximum of sixty (60) feet in an RO, Residence-Office District.

(61) LIGHT SPILLOVER. Light generated on one property that shines onto adjacent lots or the public right-of-way in excess of the standards established by Section 431.6.

* * *

(80.1) LOUNGE. See BAR.

(80.2) LUMEN. A unit of measurement of light equal to one footcandle falling on one square foot of area.

(80.3) LUMINAIRE. The complete lighting system, including the lamp, reflector (mirror), refractor (lens), ballast, and the fixture.

(80.4) LUMINOUS TUBE. A glass tube filled with a gas or gas mixture (including neon, argon, mercury or other gasses), usually of small diameter (10-15 millimeter), caused to emit light by the passage of an electric current, and commonly bent into various forms for use as decoration or signs. A luminous tube does not include common fluorescent tubes or compact fluorescent lamps.

(80.5) MAXIMUM EXTENT PRACTICABLE. Under the circumstances, reasonable efforts have been undertaken to comply with the regulations or requirement, the costs of compliance clearly outweigh the potential benefits to the public or would unreasonably burden the proposed project or development, and reasonable steps have been undertaken to minimize any potential harm or adverse impact resulting from noncompliance.

* * *

(84) MODEL HOME. A structure that is designed and built as a residence, with at least part of the dwelling in temporary use as a sales office and showcase or prototypical example of the kind of dwelling that its builder will construct within that subdivision. The dwelling may be used as a sales office for a period of not more than four (4) years, subject to an annually renewable permit that is administratively issued. For purposes of this ordinance, a model home does not include a home owned and occupied as a personal residence, but has been offered for sale and is simply being shown as an "open house."

(84.1) MULTI-FAMILY LAND USE. Any public or private use allowed within the R-2, R-3, RM-2, RM-4, RM-6, or RO zoning districts of the City of Norman.

* * *

(120) ROOMING UNIT. A room rented as sleeping and living quarters, but without kitchen facilities and with or without an individual bathroom. In a suite of rooms without kitchen facilities, each room which provides sleeping accommodations shall be counted as one rooming unit for the purpose of this ordinance.

(120.1) SEARCHLIGHT. A lighting installation designed to project a high-intensity beam of approximately parallel rays of light that is typically use to sweep the sky for promotional purposes.

(120.2) SEMI CUT-OFF FIXTURE. Fixtures, as installed, which are designed or shielded in such a manner that no more than approximately 10% of the light is allowed to escape the fixture upward, above 90 degrees.

(120.3) SHIELDED LIGHT FIXTURE. A light fixture with cutoff optics to generally prevent light from going upward. Any structural part of the light fixture which provides this cutoff angle must be permanently affixed.

(121) SHOPPING CENTER. One or more commercial buildings which are planned, developed, owned, or managed as a unit, which provide shared facilities, including parking. Although typically utilized for retail sales of goods and merchandise, offices, theaters, and food service tenants are authorized uses. Food service establishments are those which exclusively provide for on-premise consumption of prepared food.

(122) SIGN, ADVERTISING (OR STRUCTURE). Any cloth, card, paper, metal, painted, glass, wooden, plastic, plaster, stone or other sign, device or structure of any character whatsoever, including statuary, placed for outdoor

advertising purposes on the ground or on any tree, wall, bush, rock, post, fence, building or structure. The term "placed" shall include erecting, constructing, posting, painting, printing, tacking, nailing, gluing, sticking, carving or otherwise fastening, affixing or making visible in any manner whatsoever. The area of an advertising structure other than a sign shall be determined as the area of the largest cross-section of such structure. Neither directional, warning nor other signs posted by public officials in the course of their public duties shall be construed as advertising signs for the purpose of this definition.

(122.2) SINGLE-FAMILY DWELLING. A building designed to be occupied by one family.

(122.3) SOFFIT. The underside of an architectural feature, such as a beam, arch, ceiling, vault, cornice, or roof overhang.

* * *

(141.5) TRAVEL TRAILER PARK. A unified development which is designed primarily for transient service where travel trailers are parked or situated and which is used for the purpose of supplying to the public a parking space for such vehicles for only short durations of stay.

(141.6) TWO-FAMILY DWELLING. A building designed to be occupied by not more than two families.

(141.7) VETERINARY CLINIC/HOSPITAL. A facility for the medical or surgical treatment of diseases and injuries of domestic animals.

(141.8) WALL MOUNTED LIGHTING. Any light fixture attached to the building wall excluding accent lighting, canopy lighting, or exempt lights.

(141.9) WALL SCONCE. A decorative or architectural building mounted luminaire installed to add to the design quality of the building improvements for the purpose of highlighting features of the building or property, but that also may serve the purpose of lighting the areas around it.

* * * * *

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

ADOPTED this _____ day of

_____, 2011.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

NOT ADOPTED this _____ day of

_____, 2011.

_____
(Mayor)

Ordinance No. O-1011-44
Annotated

O-1011-44

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION 431.6 (COMMERCIAL OUTDOOR LIGHTING STANDARDS) AND AMENDING SECTION 431.7 (DEVELOPMENT AND MAINTENANCE OF OFF STREET PARKING FACILITIES), AND SECTION 450 (DEFINITIONS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO CREATE COMMERCIAL OUTDOOR LIGHTING STANDARDS AND ADDING RELATED DEFINITIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 431.6 of Chapter 22 of the Code of the City of Norman, Oklahoma, shall be and is hereby added to read as follows:

SEC. 431.6 -- COMMERCIAL OUTDOOR LIGHTING STANDARDS

(Established by Ord. No. O-1011-44 -- ___, 2011)

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, on new construction, 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) New Building Construction. For all new 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 (*30 days after Council adoption*), 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) Externally illuminated signs.
(3) Temporary lighting for theatrical, television, and performance areas.

(4) Lighting for non-commercial public or private athletic fields and recreational facilities, although any new 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.

(5) Lighting in swimming pools and other water features governed by the most recently adopted National Electrical Code.

(6) Lighting for police, fire, and other emergency services, or required by any state or federal agency, such as the FAA.

(7) Interior lighting.

(8) Temporary holiday lighting.

(9) Low-voltage landscape lighting.

(10) Exterior lights that are mounted within interior courtyards or other areas of the building that are not visible from any abutting residential property.

(11) Decorative and architectural lighting of bridges, public monuments, public art, although all new luminaires should be installed to minimize glare and be shielded such that no glare is visible from any abutting property.

(12) New street lights installed within public rights-of-way.

(13) 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.

(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. General Outdoor Lighting Standards.

(a) Fixture Standards.

(1) Except as otherwise provided, all new nonexempt outdoor lighting fixtures shall be cut-off, semi-cut-off, or full cut-off fixtures mounted horizontally 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 4(f).

(2) Individual existing fixtures may be repaired or replaced with an identical fixture or with a then-available fixture that most nearly duplicates the fixture being replaced. 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 the Outdoor Lighting Standards.

(b) Pole Mounted Lights.

(1) The maximum light level at any point on a property line shall not exceed 0.2 footcandle.

(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 footcandle, with a uniformity ratio of 4/1.

(c) Lights Mounted to Walls of Buildings or Structures.

(1) All wall mounted lighting on new buildings or structures shall be cut-off, semi-cut-off, or 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 newly constructed 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 4(d)(2) below, new fixtures used for accent lighting shall be either cut-off, semi cut-off, 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 footcandle 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) 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 newly constructed canopies shall be adequate to facilitate the activities taking place in such locations (a minimum of 0.2 footcandle). 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 newly constructed 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 no 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.

(g) Exception for Lights Greater Than 75 Feet From a Property Boundary. Lights greater than seventy-five (75) feet from any property boundary line are only subject to the spillover requirements of Section 4(b)(1) and are not subject to any other requirements of this ordinance.

5. 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 5(a) above, all applications for building permits subject to this section which exceed 5,000 square feet and involve the installation of new outdoor lighting shall include the following information:

(1) A photometric plan, prepared by a professional engineer or representative of the lighting industry, at a scale no smaller than one inch equals sixty (60) feet.

(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;

(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 ninety-five (95) percent of the on-premise data point sources, excluding two and one-half (2.5) percent of the lowest values and two and one-half (2.5) percent of the highest values; 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) 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.

(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 431.7 of Chapter 22 of the Code of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

SEC. 431.7 – DEVELOPMENT AND MAINTENANCE OF OFF STREET PARKING FACILITIES

* * *

2. Development and Maintenance of Off-Street Parking Facilities.

* * *

(f) Improvement.

* * *

~~(4) Lighting. Lighting for off-street parking shall be adequate and so arranged as to direct the light away from any adjoining property in a residential district. (O-0405-30)~~

(4) ~~(5)~~ Landscaping. From the effective date of this ordinance, all new off-street parking areas with six (6) or more spaces shall be landscaped as per the requirements of Section 22-431.8. For enlarged parking areas, only the increment of expansion shall be subject to landscaping requirements.

(5) ~~(6)~~ Waiver of Surfacing Requirements for those who are disabled. The Planning Director may, upon written request, consider a waiver of surfacing requirements which would permit persons with a disability to park their vehicles on unimproved front or side yard surfaces in order to allow access to a walkway suitable for safe transport to their dwelling unit. Consideration will be given only to individuals that qualify for Emergency Access Grant funds as administered by the City of Norman and to owners of vehicles currently displaying a handicapped person decal. The applicant shall, in writing, describe why he/she is unable to comply with the parking ordinance and what special needs will be met through a waiver. After review of the letter of application, the Planning Director shall either approve or deny the request. The Director's decision may be appealed to the Board of Adjustment.

* * *

§ 3. That Section 450 of Chapter 22 of the Code of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

SEC. 450 – DEFINITIONS

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* * *

(20) BUILDING SITE. A single parcel of land in one ownership, occupied or intended to be occupied by a building or structure.

(21) CANOPY. A multi-sided overhead structure, cantilevered or supported by columns, but not enclosed by walls.

* * *

(25.1) COMMERCIAL COMMUNICATIONS TOWER. A structure composed of a single spire erected and maintained by a public service corporation that supports antennae and necessary attachments including, but not limited to, microwave antennae used as part of a cellular mobile telephone communication system, and an accessory building not to exceed four hundred (400) square feet used to house equipment necessary for the operation of the cellular communication monopole and related facilities.

(25.2) COMMERCIAL LAND USE. Any public or private use allowed within the CO, C-1, C-2, C-3, CR, or TC zoning districts of the City of Norman.

(25.3) CUT-OFF FIXTURE. Fixtures, as installed, which are designed or shielded in such a manner that no more than approximately 5% of the light is allowed to escape the fixture upward, above 90 degrees.

(25.4) ~~(25.2)~~ DANCE HALL. See NIGHTCLUB.

* * *

(48) FLOOR AREA, RESIDENTIAL. Floor area used for residential purposes but not including area for common use of all occupants (in multi-family dwellings) or for commercial or other non-residential purposes such as garages or carports.

(49) FOOTCANDLE. One footcandle is equal to the amount of light generated by one candle shining on a surface one foot away. Footcandles can be measured both horizontally and vertically by a footcandle or light meter.

(49.1) FULL CUT-OFF FIXTURE. Fixtures, as installed, which are designed or shielded in such a manner that no light is allowed to escape the fixture upward, above 90 degrees.

(50) GARAGE APARTMENT. A single dwelling unit co-located within a building where motor vehicles are normally and regularly stored and having a roof or wall in common.

(51) GLARE. The sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted so as to cause an average person difficulty seeing in the presence of very bright light.

(52) GROUND AREA. The horizontal area of the ground covered by any structure.

(53) GUEST HOUSE. An accessory building which is subordinate to, or smaller than, the principal residence on the same lot. It is intended to house occasional visitors or non-paying guests of the occupants of the principal residence on the same lot.

(53.1) HARDSCAPE. The sum total on an individual lot of the impervious, semi-impervious and landscaped areas required by the Zoning Ordinance, less any area devoted to buildings or structures, but does not include unimproved areas of the lot.

(54) HOME OCCUPATION. An accessory use of a dwelling unit, conducted entirely within the dwelling unit, carried on by one or more persons, all of whom reside within the dwelling unit, and where no other persons are employed other than maintenance and domestic help. The use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the

character thereof. There shall be no sale or display of merchandise nor outside storage of any kind. (Cross-reference Section 22:438.1)

(56) HOTEL. A building or group of buildings under one (1) ownership containing six (6) or more sleeping rooms occupied, intended or designed to be occupied as the more or less temporary abiding place of persons who are lodged with or without meals for compensation, but not including an auto or trailer court or camp, sanitariums, hospital, asylum, orphanage, or building where persons are housed under restraint.

(56.1) INDUSTRIAL LAND USE. Any public or private use allowed within the M-1, I-1, or I-2 zoning districts of the City of Norman.

* * *

(59) INSTITUTIONAL, HIGH IMPACT. A public, quasi-public or private residential facility for individuals who are in need of special care, supervision, treatment, punishment or rehabilitation and must be maintained in a secured environment. Residents may be assigned to such a facility by a court, and may occupy the facility on a temporary or permanent basis. Typical uses include half-way houses for substance abuse patients, criminal pre-release centers, prisons, jails, and hospitals for mentally ill.

(59.1) INSTITUTIONAL LAND USE. Any public or private use allowed within the O-1 zoning district of the City of Norman, or a public, quasi-public, religious, fraternal, or institutional use authorized as a Special Use within another zoning district.

(60) LAND AREA. (For determining livability space ratio, open space ratio). The area of the lot plus one-half (1/2) of any beneficial open space plus one-half (1/2) of any abutting street or alley right-of-way up to a maximum of fifty (50) feet in an RM-6, Medium Density Apartment District, and up to a maximum of sixty (60) feet in an RO, Residence-Office District.

(61) LIGHT SPILLOVER. Light generated on one property that shines onto adjacent lots or the public right-of-way in excess of the standards established by Section 431.6.

* * *

(80.1) LOUNGE. See BAR.

(80.2) LUMEN. A unit of measurement of light equal to one footcandle falling on one square foot of area.

(80.3) LUMINAIRE. The complete lighting system, including the lamp, reflector (mirror), refractor (lens), ballast, and the fixture.

(80.4) LUMINOUS TUBE. A glass tube filled with a gas or gas mixture (including neon, argon, mercury or other gasses), usually of small diameter (10-15 millimeter), caused to emit light by the passage of an electric current, and

commonly bent into various forms for use as decoration or signs. A luminous tube does not include common fluorescent tubes or compact fluorescent lamps.

(80.5) ~~(80.2)~~ MAXIMUM EXTENT PRACTICABLE. Under the circumstances, reasonable efforts have been undertaken to comply with the regulations or requirement, the costs of compliance clearly outweigh the potential benefits to the public or would unreasonably burden the proposed project or development, and reasonable steps have been undertaken to minimize any potential harm or adverse impact resulting from noncompliance.

* * *

(84) MODEL HOME. A structure that is designed and built as a residence, with at least part of the dwelling in temporary use as a sales office and showcase or prototypical example of the kind of dwelling that its builder will construct within that subdivision. The dwelling may be used as a sales office for a period of not more than four (4) years, subject to an annually renewable permit that is administratively issued. For purposes of this ordinance, a model home does not include a home owned and occupied as a personal residence, but has been offered for sale and is simply being shown as an "open house."

(84.1) MULTI-FAMILY LAND USE. Any public or private use allowed within the R-2, R-3, RM-2, RM-4, RM-6, or RO zoning districts of the City of Norman.

* * *

(120) ROOMING UNIT. A room rented as sleeping and living quarters, but without kitchen facilities and with or without an individual bathroom. In a suite of rooms without kitchen facilities, each room which provides sleeping accommodations shall be counted as one rooming unit for the purpose of this ordinance.

(120.1) SEARCHLIGHT. A lighting installation designed to project a high-intensity beam of approximately parallel rays of light that is typically use to sweep the sky for promotional purposes.

(120.2) SEMI CUT-OFF FIXTURE. Fixtures, as installed, which are designed or shielded in such a manner that no more than approximately 10% of the light is allowed to escape the fixture upward, above 90 degrees.

(120.3) SHIELDED LIGHT FIXTURE. A light fixture with cutoff optics to generally prevent light from going upward. Any structural part of the light fixture which provides this cutoff angle must be permanently affixed.

(121) SHOPPING CENTER. One or more commercial buildings which are planned, developed, owned, or managed as a unit, which provide shared facilities, including parking. Although typically utilized for retail sales of goods and merchandise, offices, theaters, and food service tenants are authorized uses. Food service establishments are those which exclusively provide for on-premise consumption of prepared food.

(122) SIGN, ADVERTISING (OR STRUCTURE). Any cloth, card, paper, metal, painted, glass, wooden, plastic, plaster, stone or other sign, device or structure of any character whatsoever, including statuary, placed for outdoor advertising purposes on the ground or on any tree, wall, bush, rock, post, fence, building or structure. The term "placed" shall include erecting, constructing, posting, painting, printing, tacking, nailing, gluing, sticking, carving or otherwise fastening, affixing or making visible in any manner whatsoever. The area of an advertising structure other than a sign shall be determined as the area of the largest cross-section of such structure. Neither directional, warning nor other signs posted by public officials in the course of their public duties shall be construed as advertising signs for the purpose of this definition.

(122.2) SINGLE-FAMILY DWELLING. A building designed to be occupied by one family.

(122.3) SOFFIT. The underside of an architectural feature, such as a beam, arch, ceiling, vault, cornice, or roof overhang.

* * *

(141.5) TRAVEL TRAILER PARK. A unified development which is designed primarily for transient service where travel trailers are parked or situated and which is used for the purpose of supplying to the public a parking space for such vehicles for only short durations of stay.

(141.6) TWO-FAMILY DWELLING. A building designed to be occupied by not more than two families.

(141.7) VETERINARY CLINIC/HOSPITAL. A facility for the medical or surgical treatment of diseases and injuries of domestic animals.

(141.8) WALL MOUNTED LIGHTING. Any light fixture attached to the building wall excluding accent lighting, canopy lighting, or exempt lights.

(141.9) WALL SCONCE. A decorative or architectural building mounted luminaire installed to add to the design quality of the building improvements for the purpose of highlighting features of the building or property, but that also may serve the purpose of lighting the areas around it.

* * * * *

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

ADOPTED this _____ day of

_____, 2011.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

NOT ADOPTED this _____ day of

_____, 2011.

_____
(Mayor)

DATE: February 10, 2011

TO: Chairman and Members,
Norman Planning Commission

FROM: Doug Koscinski, AICP
Manager, Current Planning Division

SUBJECT: Ordinance No. O-1011-44
Commercial Outdoor Lighting Standards

BACKGROUND The Planning Commission began work on an ordinance that would detail Commercial Outdoor Lighting Standards at their February 2010 meeting. Over the last year, they reviewed various background articles, lighting standards, and ordinances from peer cities to develop a draft ordinance. Various iterations of that draft ordinance were discussed at numerous meetings over the last year, with considerable input from representatives of the business and development communities.

DISCUSSION At a public meeting on December 9, 2010, the Commissioners agreed to include specific sections within a draft that would be discussed at a full Public Hearing to be held on February 10, 2011. The attached ordinance is the version that was compiled at that meeting. A public Open House was held on February 7 to disseminate information to the general public on this latest version.

RECOMMENDATION The Planning Commission has completed its charge, and should forward the recommended Commercial Outdoor Lighting Ordinance adopting standards onto the City Council for their consideration, with all final comments and suggestions.

Item No. 8, being:
ORDINANCE NO. O-1011-44
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION 431.6 (COMMERCIAL OUTDOOR LIGHTING STANDARDS), AND AMENDING SECTION 431.7 (DEVELOPMENT AND MAINTENANCE OF OFF STREET PARKING FACILITIES), AND SECTION 450 (DEFINITIONS) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO CREATE COMMERCIAL OUTDOOR LIGHTING STANDARDS AND ADDING RELATED DEFINITIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Annotated Ordinance No. O-1011-44

PRESENTATION BY STAFF:
1. Mr. Koscinski reported that the Planning Commission has worked on this project for a year. The ordinance contains the sections and provisions that the Commission selected for inclusion at their public meeting in December. Under Section 3, Applicability, there was a comment received from Mr. Heiple about exempting public buildings, which was not the intent. So 3(c)(11) should be amended to delete "and public buildings". The intent of that paragraph is to talk about lighting on monuments such as bridges and statues. Public buildings would have to comply with these standards, which is stated earlier in the ordinance. Another comment was regarding the phrase "lighting engineer" which is an inappropriate phrase. There are engineers who do lighting, but they are not lighting engineers. Staff recommends that the phrase "lighting engineer" be changed to "professional engineer" in 5(b)(1) and changed from "registered lighting or electrical engineer" to "registered professional engineer" in 5(e).

2. Mr. Trachtenberg pointed out that the phrase "lighting engineer" also occurs in 5(b)(4). Mr. Koscinski indicated it should also be amended in that location.

3. Mr. Koscinski noted that a question was raised about section 4(a)(2), General Outdoor Lighting Standards. The paragraph currently says that if your light is damaged you can replace it without full compliance with this ordinance. It was suggested that language is not clear enough. Staff is recommending that the paragraph be amended to read: "Individual existing fixtures may be repaired or replaced with an identical fixture or with a then-available fixture that most nearly duplicates the fixture being replaced. 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 the Outdoor Lighting Standards."

4. Ms. Connors explained that these amendments, except the first one regarding public buildings, are based on comments that staff received from people who attended the Open House on February 7.

PRESENTATION BY THE AUDIENCE:
1. Harold Heiple, 218 East Eufaula, representing the Norman Developers Council – Last December, Sean Rieger and I submitted a compromise ordinance to the Planning

Commission and at that time four members of the Planning Commission wanted to recommend our compromise to the City Council, but five members of the Planning Commission asked the staff to bring back an ordinance with specific provisions designated by the five, and some of those provisions which have been inserted are unacceptable to the business community. For almost one year you have worked diligently in good faith on this and we have attended all of your meetings and we think we have also worked diligently and in good faith. Now, the Planning Commission makes only recommendations to the City Council, and I ask each of you to base your recommendation tonight on what has a realistic chance of becoming law in Norman, whether or not such a vote on your part reflects your personal preference. Last Monday I gave the staff this six-page document; the black print is the language of the ordinance which you have in your packets and the red print are insertions of our comments on the unacceptable provisions. I hope each of you has been able to review our comments. The suggestions or corrections or amendments that Mr. Koscinski suggested actually address two of the concerns we had, so that removes those. If I understood correctly, all he was saying on that last, I don't think we have any problem at all with that. If a majority of the Planning Commission recommends the black print, then the business community will actively oppose any lighting ordinance. But if two of the five members, and preferably all five, would support the red print insertions, we can have an ordinance that very likely can become law in Norman, Oklahoma. And before anybody jumps up and asks, "How come you get your way?" lets examine the fact that the black and the red are not that far apart. There are 82 separate sections and subsections in this ordinance; we have objected to or commented on only 7 of those 82, so the remaining 75 provisions that are in the black print most businesses can live with. By way of brief review on the first page, we agree with everything that's on there. On the second page, with the correction of (11), the change there we have no objection. We get down to General Outdoor Lighting Standards, and I want to point out that it says that "Except as otherwise provided, all new nonexempt ... lighting fixtures shall be cut-off, semi-cut-off, or full cut-off fixtures that prevent excessive light from going upward". Let me point out, particularly to the people who have been promoting dark sky ordinances, that that, in itself, is something brand new to Norman and it means that at least 90% of the light generated by new fixtures under the ordinance will not go up to the sky. Pole-mounted lights, under section 4(b)(1) provide that the "maximum light level ... on any property line shall not exceed 0.2 footcandles." That is a killer as it is written, because retail business owners insist on the right to be able to put whatever level of light they deem appropriate at any boundary which joins commercial or industrial or institutional uses, so long as that does not create glare, as glare is defined in this ordinance. Which is why we say we must have an insertion there of the phrase "single-family or two-family residences". The same is true of the shielding requirements in the parking lots under subsections (2) and (3). Again, lights mounted on walls had the same requirement for cut-off fixtures, which again will ensure no more than 10% would ever go upward to the sky – something we had no provision in current Norman ordinances, again, for those who are promoting a black sky encouragement. Canopy lighting, we have suggested a replacement in its entirety of language simply to provide for the cut-off, semi-cut-off, or full cut-off fixtures. On balance, let me just say to you that the only other problem is with the definition of light spillover. You have in our comments what we propose there. I urge you to recommend something that we can all get behind for the City Council to approve. Thank you.

2. Sean Rieger, 136 Thompson Drive, representing the Builders Association of Southcentral Oklahoma – My, we've been at this a long time. When did we first meet? I remember it was across the hall; you had a potluck that night. That was a year ago, I think. Many hearings, many hours later here we are. We're close. As Harold said, we're really close when you think about it. We're down to a few provisions. I think we're down to one major provision, and I want to show you why we're down to that. We're down to the issue of whether you should be regulating light on commercial properties that are far removed from residential properties. That's the problem, isn't it? That's what we've heard all along, that there's spillover onto residential properties that's intrusive, it's unwanted, it's unwelcome, and it's a problem. That's where the complaints are coming from. That's what we need to address. We have no problem with that. We have repeatedly said that we have no problem regulating the interface with residential and we've submitted edits that would do just that. In fact, the two or three that are left focus on that. When you think about it, there's an example of Embassy Suites right there. If we're talking about residential intrusion as the primary problem, why are you wanting to tag a business like this with the cost and expense of regulating its light around this property when it is a half mile from residential? A half mile from the nearest residential as the crows fly. Why on a new construction project, in an area that we're trying to generate business and capitalism, do we tag them with that kind of a burden? It's unnecessary. Here's another location – this is an industrial park. There's a pipe yard; there's a railroad. This is Sysco. This is all industrial south of Tecumseh/Deskin Drive. Why do you want to regulate that? I've asked that question repeatedly. I don't think we've got a proper answer. I think if we want to regulate lights that are going in residential, we do that – we're happy to do that. We have no problems doing that. And I've stood in front of you many times on PUDs and proposals and said we will do just that. But I don't think we need to stand in front of you on a PUD or anything like this and say we're going to tag the business owner with that kind of expense. Light spillover is another big issue. This is really the problem. Right now this ordinance is written to say, and right there is the language – that light spillover generated on one property that shines onto adjacent lots or the public right-of-way in excess of the standards – that will be a violation. It says pole-mounted lights – parking lot lights. The maximum light level at any point on a property line shall not exceed 0.2 footcandles – that's almost nothing. When you look at this, the way we develop in the City of Norman, the public sidewalk is right there. This is Cha Cha's, Brookhaven Village, right here – this is 36th Avenue. The public sidewalks are not in the property line, and many areas of Norman there are not streetlights in these locations. I think of others that don't have the streetlights yet. So what you're telling this business owner is that it will be illegal for them, on a new project, to put light out onto the public sidewalk or out on the public entryway. Why? There's no residence there. There's nobody's bedroom there. We're not affecting anybody there. But we are affecting that business owner's right to provide a good, safe entry and location in front of his property. It's unnecessary. Public buildings – here's another issue in this ordinance. Accent lighting is pretty severe; it's been diminished quite a bit in the recent draft, and I think there has been improvement on that, but we're also taking away aesthetic designs. You're only going to allow 2.0 footcandles for accent lighting on any surface. You're going to prohibit particular lights under canopies. This is a project in Norman I think has been well done, and this project has used lighting as an aesthetic tool to make it quite beautiful. I think they've done that effectively. There's no residence next to these lights right on this side of the property; there's no reason to regulate those lights. So I think what we're talking

about is we've very, very close. But we're still at a point, so long as you are regulating properties that are far removed from residential, that are overly burdensome. The Chamber, the Builders Associations, the Developers have all urged you repeatedly to bring this ordinance down to a residential interface ordinance. When you do that, we are there with you. I told two members of the City Council that this morning, and we commit to that. But go beyond that residential interface and we have unnecessarily burdened business beyond what is needing to be done. I thank you very much for the past year of working on this. Thank you for all of that time. We appreciate it and we'll see what happens going forward.

3. Richard McKown, 4409 Cannon Drive – I'm the chairman of the Norman Developers Council. I am not a commercial developer. But I do know that there are a tremendous amount of concerns here with the business community, and I think that this is a perfect example of how we arrive at having the reputation of being the most difficult town in Oklahoma to do business in. And that troubles me. Ultimately the business community has come down tonight to speak to you and we're going to be the only community in the Metro that has a lighting ordinance of this type that I'm aware of and it's going to be stringent either way, even if you arrive at a compromise position. And I think it's important to arrive at a compromise position, because we've demonstrated over the past five to ten years that we can encourage sales tax producing businesses to locate outside of our municipal boundaries and to take that money that we operate our City on and let other cities benefit from that type of positive business growth. We do business in lots of municipalities throughout the Metro, primarily the City of Oklahoma City. I think it's important to think on the issue of how does this relate to the overall Metro area, because someone visiting, thinking about relocating their business in Oklahoma City is thinking about Norman as a submarket or a subcity of the whole Metro. I know that rubs a lot of Normanites wrong. I was born and raised here in Norman and I am deeply disappointed when we dig our heels in and make it more difficult for business to take place here and to move here and to start up here. I'd like you to take that under consideration as you weigh the specific merits of this. Appreciate your time.

4. Tom McCaleb – I've been asked by a client to read a letter. Sean had a slide a while ago showing the Sooner Investments property, which is the Target and all that stuff. He showed that a while ago and showed the new hotel out there. This is from that company – Sooner Investments. "To the City of Norman Planning Commission. On behalf of the development team for the University Towne Center and the University North Park I, I would like to share with you the following observations and commentary regarding the recently proposed changes to the city lighting ordinance. 1) To prohibit any light from escaping the confines of a property of no more than 0.2 footcandles of light beyond property boundaries would present a problem impossible to resolve, in that there would be no way to map the combined photometrics of City lighting such as streetlights and private property lighting as they overlap in many cases. 2) With regard to limitations on the accent lighting of a particular object, the color of said objects play a vital role in how bright it appears from any given distance. Measuring the footcandles of such lighting would be difficult in itself and is it intended that this standard apply to the lighting of billboards as well? 3) Restricting the amount of light that may be used at ATMs and gas stations ignores an important factor when considering said lights. It is not the amount of light emitted, rather the amount that is

relative to other surrounding light, that is most important. It is the difference between the two that the eye perceives, not the actual amount of footcandles. These were also two examples of properties that are at risk for robbery and assault. Is that worth the risk? 4) Is it truly necessary that a third party be involved in approving plan submissions when applying for building permits? Creating this additional step would only prolong the already lengthy permitting process. To conclude, we believe that there are too many aspects that remain unstudied in order to implement these proposed changes. These are unclear issues creating potential for loopholes and compromise within the ordinance itself. As with any ordinance, this one should be well-researched by experts in the area. Actually achievable across the board, fair to all, and equally enforced. Thank you for the opportunity to voice our thoughts." Signed Brad Goodman, Sooner Investments. Thank you.

5. Judy Hatfield, 2609 Fairfield Drive – My company is Equity Commercial Realty. Been involved in that for 30 years. I am a commercial real estate developer and broker. I need to reiterate the things that have already been discussed with you. Harold brings on the perspective of the entire legal issues and represents the Developers Council. It was good to hear from Sean and his thoughts of the Builders Council. Then we hear from a lifelong family of developers, although he's not a commercial developer, and you could hear the passion in his voice, of the things that he thinks need to be done. We're very appreciative of the year of effort that has gone into all of this work, but I don't think we're there yet. As was told previously, there are like 82 different things that are involved in this; we're down to seven. We're close to two or three, but we think that those really need a lot of attention. The thing that was just mentioned about safety and robbery and theft and fear – as we get older, that becomes a bigger issue for everybody. And if we want to maintain the people in our community that are aging, we need to make sure that they're safe when we have different places that they can go in the evening and that they can be, particularly the University North Park, as an example, or Norman Regional Hospital on the west side, as an example. So I implore you all to really think about the things that are important in our lifestyle and where really there's a difference that matters and where there's a difference that maybe doesn't matter, that with a little bit more dialogue we could come together on something that the business community could agree with and we could continue to try to develop our community in an appropriate way and encourage the kind of businesses in our community that will increase our sales tax overall and give our city the money that we need to do the right thing. Thank you.

6. Tom Kovach, 1426 Beverly Hills – I'm the crazy person that brought this up five years ago. I gave it to my City Councilman, Richard Stawicki, and that's really how long this has been in the works. It's not just the past year you all have been working on it. It's been worked on in various incarnations for five years. The fact is that there has been compromise – a lot of compromise, and I appreciate Mr. Rieger and Mr. Heiple, who have both met with me on this issue on more than one occasion. I think that it's important to remember that we have come a long way, and although they're only talking about seven issues now, and I'm all for compromise, let's not forget about all the other issues that we have already compromised on in this ordinance. Some people have asked why is this important. Well, you know, we do regulate other things. We regulate sound, for instance, in this City and we don't segregate whether that's produced by an individual or by a business. At one point we were told we were not

going to fight this if it's only new business. If you make us go back and retrofit, that's too much of a burden on the business community. And I agree. But now there's a new hitch to it. Mr. McCaleb, in his letter just now, it was talking about surrounding lights from other businesses and how that might affect how much light you need to have in order to make your area as bright as you want it. That's the point of regulating inside the commercial area. You know, I am glad to hear Mr. Rieger finally say that there are complaints, because early on this was presented as there are no complaints on this issue. Well, it's hard to file a complaint on something that we don't have an ordinance against. If I wanted to file a complaint against somebody having blue grass in their front yard, I really couldn't do that because there is no way to register that complaint; there's no way for the City to file it. I can tell you that I have talked to many individuals who are very concerned about this issue and they're passionate about protecting their neighborhoods from the light, and the business community has worked with us on those things. But, yes, there are other businesses that are concerned about it, too. If you have too much light, you're going to have glare, and then you're going to have this competing thing. It's kind of like when people are talking in a room, and if everybody starts talking at once, you get louder and louder and louder and louder, and that's what happens with the light. That is why it is important to look at regulating it everywhere equally. I don't want to be overly burdensome. I think regulating it to new businesses is fine, but I think that there is a very important thing that we miss if we start segregating these things out. I just wanted to say that I appreciate everybody's concerns on this, but let's also please remember that the neighborhoods are also concerned about this, too, as well as the businesses. Some of these changes will make a dramatic difference in some people's lives who are very upset about the amount of light that gets spilled over into their back yards. Thank you.

7. Ola Fincke, 748 College Avenue – I didn't really come too prepared to talk, but I guess I'm another one of the just residents of Norman. And I've been struck that technology provides increasingly powerful lights. Anybody which just looks at the OU Stadium now – when I moved here it didn't bother me at all. Now you can get lights as powerful as you want. I don't just live in my house. I don't just live in my yard. I walk a lot, and I think a lot of Norman walks a lot and we don't just live in our houses or our neighborhoods. And I guess this idea of glare – you can see glare from cities. When you're out in the country, you see a whole city glare. So the idea that just because something is a half mile away from a residence or housing area doesn't mean that that's not affected. And I know most people in Oklahoma don't care to look at the night sky, but I'm an ecologist; I'm a biologist and I love to look at the night sky and it's something we're missing. And I can hear all the business people say, "Well, go live in the country." Well, I teach at the University of Oklahoma and I am growing old and it bothers my eyes to see the glare. It bothers my eyes when I drive and see those stadium lights. I hate them. And, so for what it's worth, we're not all business people. I don't think business is going to suffer. The nice thing about technology is it also provides a lot of ways that we can curb lights and this panel, by making this ordinance, you're using that technology of turning lights off when nobody is there. I mean, it's automatic. I have one of those in my driveway. It works great. So I'm sympathetic to business, but I guess I would just want to say don't forget the people that live in Norman and spend their money at those businesses. Thank you.

8. Tom Sherman, 2811 Majesty Court – I'm the current president of the Norman Chamber of Commerce. I'm glad I followed Judy, because I am one of those older people that she referred to. Mr. Kovach, who is my Councilman, made a comment about sound and that obtrusive sound can be regulated in this town regardless of where it comes from. This ordinance addresses commercial and industrial properties. It doesn't address residential properties. It doesn't address light spillover from residential properties to other residential properties, which in my neighborhood seems to be a much bigger problem than anything else. The Chamber of Commerce, from the time this started, has looked at this proposed ordinance, and has determined that the purpose for it is great. We need to have an ordinance in place that allows the mitigation and the solution to real light spillover and light intrusion. But the problem that we have with it is, when you start regulating businesses that are not adjacent to residential properties, it's unacceptable and the Chamber of Commerce and its membership believes that's the case. We cannot support a proposed ordinance that will do that. One of my friends I was talking to the other day about this particular situation made the comment, "Well, Tom, all you want is a business-friendly ordinance." And in this community, I would simply try to say I'd like to reach for a business-fair ordinance. Too many times the things that come across to City Council are ordinances that, while they are good intended and well intended, they go too far and they put our business at risk. I like walking in my neighborhood, too. I enjoy the night sky. But I'm also practical to the extent that the business of this community is what supports this community. The majority of the money that comes into this community to support the lifestyle we have, pay for the streets, pay fire and police protection comes from the sales tax that's generated by the businesses here. And when we do anything that puts their ability to be successful and their business in jeopardy we are shooting ourselves in the foot. Thank you.

9. Larry Steele, 730 Hoover Street – Thank you. I'd like to commend the Planning Commission for all the work they've put in on this. I've been to visit you guys twice and I left early and you guys were staying and hashing this out. So I know you've been through a lot of stuff with it. I, on the other hand from some of the other speakers, don't believe that this ordinance goes far enough. And the reason I don't is that 20 years ago we would go into restaurants and we would be sitting at tables right next to people who were smoking. And people started saying, "Maybe that second hand smoke is unhealthy." And people were saying, "Oh, no. It's second hand smoke. It's going right out through the ventilation system." Now in the past 20 years, the people that scoffed at that now understand that second hand smoke kills people. According to the CDC, second hand smoke killed 56,000 Americans last year, and 20 years ago nobody saw it as a problem. Light pollution – light spillover from anywhere in the community – whether it's right next to a residential area or away from a residential area is going to spillover. We have light that comes from stars that are millions and millions of light years away that still makes it here. Light doesn't stop somewhere. It goes all over our community. And, in doing so, it threatens the health of our citizens. I have presented a couple of things to the Planning Commission showing the tests – people are just now doing tests on that. The latest one that I have was done in Israel, and it showed that light pollution caused increased incidence in breast cancer in women and prostate cancer in men. It was a ten-year study that was just ended this past year. So not only is it an aesthetic thing, it's a public health thing also. One of the things that I think that people misunderstand about people like me who feel like that we should

have really stringent ordinances is that we don't want a dark city. We just want the light put where it's supposed to be put. And we have the technology with lighting design and lighting fixtures to put the light right where it needs to be. It needs to be at places to keep places safe. And I don't think anybody has any problem with that. The problem comes when people want to save a dollar or have not gotten any kind of outside input and have just thrown up huge light fixtures to throw light all over the place. And all of us live with that, whether we abut a business or whether we are a half a mile or a mile away from the business. And it is a health problem. I think that from the meetings that I attended that there were several things that were removed from the ordinance. As Mr. Kovach said, there has been a lot of compromise just to get to this, and I think that there has been too much compromise. I think one of the things was that businesses should extinguish most of their lights – I think it was mentioned 25-40% of their lights – when they are not doing business there. That's not in the ordinance, and I think it should be. I'm just wondering have people not ever heard of motion sensors? I've got three around my house. I don't leave my lights on all night, but if somebody walks by my motion sensors turn the lights on. If it's just a stray cat or a dog, then they turn them off. Instead of leaving a light on in the middle of a parking lot for 12 hours at night, why not do that? I've heard people say that it's not safe for employees when they turn the lights out if they have to turn them out outside. Timers. You know, there are all kinds of ways to solve problems if we could work together on it. If I had my home or my business and I do – well, just to give you an example, if I change my water heater, change my air conditioner or heating system, I have to bring it up to code. That's why I think that there should be some type of retrofit amendment in this so that people can, over a period of 5, 10, 15 – lighting fixtures last 15-20 years. Make it 20 years. By that time, all the lighting fixtures in the City should be switched over at minimal cost to make them full cut-off lights so that they'll put the lights down where it does the most good and doesn't spread it out all over the City. If I do any plumbing or electrical or structure, then I have to bring it up to City codes. I believe that lights should be in the same situation as all these other things are. Thank you very much.

10. Jim Rickards, 2501 Conference Drive, General Manager of the Embassy Suites Hotel and Conference Center – I wanted to thank the Commission for all the time and effort you've put into this ordinance. As I sit and hear about how long and all the hours I'm certain you've put in the last year and possibly longer, I bet you're sitting there with an uncomfortable feeling and compelled to push this ordinance forward. On behalf of the Embassy Suites I wanted to just point out a few of our concerns with it. Number one is the overall impact to new businesses in attracting them to come to Norman. As general manager, I have the opportunity to sell Norman as a location and destination every single day, and it's a tough job. Nothing against Norman, it's just not a market that has been traditionally a destination. Putting that into context, I can only imagine for the commercial brokers, NEDC and the Chamber of Commerce, what a burden that puts on them to be competitive in like markets or other metropolitans for businesses moving to Norman. Even if it's just a small chance that you lose one business, I do not believe that this Commission, or if it's proposed to our Council, can risk one business not coming to Norman in our current economic conditions. So in light of the way the ordinance is written, the Embassy Suites hopes you do not pass it the way it's written. Thank you.

11. Ed Copelin, 3704 Shadowridge Drive – I came tonight to share my concerns about the image that we plant in the minds of potential businesses. Richard McKown spoke to the same issue, that he doesn't want Norman to be difficult to do business with from a business standpoint. And I want to echo that, because I'm concerned that we're making it more and more difficult to come to Norman and do business through City Hall through Planning. Jim Rickards just spoke, and I have to compliment Embassy Suites on the beautiful facility they built in Norman. And it's my understanding that facility would not be in compliance under the proposed ordinance, and I'm concerned about that because they set a beautiful image off of the interstate and it looks great in Norman. We have spoken to the issues of sound and how we've controlled it, and we don't draw the line, as Mr. Kovach says, we don't segregate between when it comes from individuals or from business or whatever. But we are segregating our issues concerning lighting and we are pointing directly at business. We are exempting residential lighting and we're putting a burden on business that we know will prove to be more costly to build the buildings in compliance with this new ordinance. So I encourage you to consider the impact it has on economic development for our community. I want us to be a business-friendly community, and I hope that you will give that every consideration as you cast your vote for this proposed ordinance. Thank you very much.

12. Eileen Grzybowski, 715 Elmwood Drive – I teach astronomy and AP biology at Norman North High School and I happen to be the sponsor for two groups that are very interested in this ordinance. One is the Norman North Astronomy Club and the Environmental Awareness Club at Norman North. I also represent people who are part of the OKC Astronomy Club and we have many Norman members there, and the Odessey Astronomy Club. We would like to see you pass this ordinance and send it forward for many reasons. One, obviously, we're interested in dark skies. We're not asking that Norman be a dark place. We want the light directed down on the ground, and that means full cut-off fixtures. We also would like to see it extended, that it not just be business, that it go to residential areas and other entities: government, schools, athletic facilities. That is something that we are concerned about. The other thing is that, with environmental concerns, this would save energy, because you need less lighting ultimately, and when you put something like this in, you're going to save energy. Full cut-off fixtures direct the light down to the ground where it's needed for security reasons, so it really increases the security of an area. So those are two things. We would like to see retrofitting – please make this available. And full cut-off fixtures. And that's all I have to say. Thank you.

13. Doug Kennon, 1200 24th Avenue S.W. – I own Sooner Legends Inn and Suites. As many people have spoken, obviously I'm here on behalf of the business community. My business generates a lot of revenue for this City, for the state, for these schools. And I hear people. I live in the country, and if you want to see it dark, I live 18 miles out southwest of here and it's pitch black and I don't have a light within a half a mile of me. But I have a business here that would be crushed by an ordinance like this. I have safety. I have a 136-room hotel. And also on the marketing side it would affect my ability to market. We already have the toughest sign ordinance in the State of Oklahoma that is, I feel, very ridiculous. It's okay in Moore, Oklahoma City, Tulsa – every other city here, and I don't want to see this happen with the lighting. It unfairly puts barriers -- financial barriers is the big thing. As a businessman who has lost $40,000 over

the last two weeks due to snow storms, I don't want to see financial barriers that this lighting would cause businesses like myself. And the safety of the guests. The way this is written, the spillover outside my property line – I abut I-35 and I have about 100 feet that is DOT land. So is it supposed to be a pitch black between the highway or Lindsey Street and my business? And the way that this is written I would not be able to spill over into any of that area. And there's just a lot of things in here that are hard to make it. And mostly it's about the safety of my guests and that you, as members, would continue to look at Norman pro-business. And it is very hard to make it right now in business every day. And as they put more and more restrictions and ordinances on us and more costs, it will be harder to make it and people will choose to be, I believe, in other communities. And that is not what I want to see. I need more people, more guests, more business brought to this town. And I ask that that's how you would vote. Thank you.

14. Stephen Koranda, 223 East Main, Norman Convention & Visitors Bureau – I just about pulled my name off after I saw Jim and Doug here. We've got two of our leading hoteliers here. We represent 29 hotels and bed and breakfasts and over 200 restaurants and numerous attractions in our wonderful City of Norman. One of the interesting things is we recently went through a brand realignment. We asked the community what they felt was needed to further continue to develop Norman as a destination, and the number one response was continued beautification of Norman. We went back and looked at some old research from 2001 and a leading consultant recommended continued beautification of Norman. And the Downtowners Association, which I'm very involved with, one of the top three initiatives for this year is the continued beautification of downtown. And I bring this up to applaud the Planning Commission for the work you're doing to continue to beautify downtown and Campus Corner and the west side and all of Norman. The continued beautification of Norman, whether it's through sound or through lights or through trees or whatever is recognized throughout this community, not just the business community, but the residents, and especially the hospitality industry, which I represent. Absolutely hands down congratulations on the work you're doing to continue to beautify. And it's not just the lighting ordinance tonight – it's each and every night. As a former Planning Commissioner up in Kansas City in the community in which I resided but did not work, I recognize the long nights that you guys go through and so I just wanted to tip my hat to the work you're doing. We are close with this. We are very close. There are still a couple of issues which the Convention and Visitors Bureau Board of Directors have voiced back in November at other meetings throughout the winter months, and we're very close. One of them is the continued – and you've heard this repeatedly tonight – the slide continues to remain up behind you. It's the lighting of the public right-of-way in excess of the standards. We work diligently to attract visitors to this community, and our hope is to allow them to see where they're going simply by having well-lit public rights-of-way. The overwhelming visitors that we attract are women. And it's interesting. You look on the internet and there are two leading resources on the internet: Wikipedia and Facebook. So I'm going to refer to Facebook. There has been a discussion on this on Facebook today, and here's what one lady wrote: "No problem with the way lighting is in Norman today. Well-lit streets and neighborhoods are safer for women than dimly lit ones." We're attracting women to Norman. That's the overwhelming visitor demographic that we're attracting, and so I urge you to keep that in mind. Also, the stipulation that have the restrictions on the amount of light that

can be used at ATM and gas stations. I'm not here simply representing just hotels, just restaurants, just attractions, but also all the amenities that the visitors that come to Norman use, including ATM, gas stations, etc. Finally, through our brand realignment, we asked the hotels what are the segments that are missing? What are the segments that we need to continue to be developing? And the one that we heard overwhelmingly was business leisure, and what that means is the travelers that are coming in and out of a community to do business with a business in that community. We are significantly behind with regard to business leisure, and that means that the number of businesses that are in Norman that can provide that traffic are significantly low. This adds yet another hurdle, another impediment, for us to develop business in this community, and thus help with the traffic and help with the visitation, helping spend money, providing taxes, and helping pay all of our taxes in our community. So I urge you to consider this as you move forward with this, and this is just another barrier for development in Norman. Thank you.

15. Chadwick Cox, 2241 Ravenwood Lane – I like this ordinance and like to see it enacted. And if it is a problem with the business community, that they feel like it's being singled out and not covering the residential areas, I'd say let's do it for the residential, too. I can say that I also think that there's a lot of light in residential areas that's obnoxious. So that would be one thing. But I actually am here to address the point about why you should regulate businesses when there's no residential areas around. Nothing is permanent. There will be a time when there's probably a residential area that might move in close to one of those places, and if you grandfather in the bright lights and everything then the residential area would have to put up with those lights. So I think that's a specious argument and I would keep it in the regulations for business areas, even if there's not a residential place nearby at this time. Thank you.

Chairman Gasaway asked if anyone else wished to speak on this item. There being none, he closed the public hearing and turned the item over to the Commission for discussion.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Lewis commented that there has been an overwhelming voice from our business community in support of the proposed lighting ordinance that Mr. Heiple and Mr. Rieger worked on diligently to come to a compromise of.

Chris Lewis moved to recommend approval of the version of Ordinance No. O-1011-44 which was provided by Mr. Heiple, in his email of February 7, 2011, to the City Council. Andy Sherrer seconded the motion.

2. Mr. Lewis commented that, as he was listening to many presenters this evening, it was evident that one thing was becoming very clear. When we look at a City of Norman budget and approximately 65% of our general revenue fund comes from sales tax, to do anything that's going to impede the increase of that sales tax revenue in a city that is already seeing a budget shortfall, that cannot be in the best interests of the longevity and the future of the City. Several of the comments were that lighting could be detrimental to some. Moreso he heard that lighting is good and attracts business and people to the City of Norman wanting to spend their money. Golden Corral recently had a convention in Oklahoma City, and presented a study that they did; they

found that when they relamped one of their stores, sales increased by 10%. If we have an overall general revenue fund that gets 65% of its monies from sales tax, if we could increase those revenues by 10% there would not be an argument regarding the general revenue fund of the City of Norman and we wouldn't have to be concerned about the money that we spend because it would be there. Based on the many people that are here that are voicing their concerns regarding this ordinance moving forward, it appears that if there was such a loud outcry from the citizens of the City of Norman – we had an Open House which very few people attended. But this evening there is an overwhelming majority of business owners, developers, real estate developers here pointing out that the ordinance as it currently stands does not have a chance of life. So if you look at balance and you look at benefit for the overall City, what is the best compromise that has a chance of life? I've not heard anyone say here this evening that a proposed lighting ordinance is not in the best interest of the City of Norman. I think everyone collectively agrees let's have a lighting ordinance. I don't want to see glare as I'm driving down a street. But when we have in our proposed ordinance currently that no more than 10% of the light is going up, that all filaments are going to be encased, you're not going to have glare with this ordinance. But when we talk about a 0.2 footcandle light spillover onto a public right-of-way, when the majority of the people spending their money in the City of Norman are females and they want to feel safe, what is the harm in greater than 0.2 footcandles spilling over onto public right-of-way? What is the harm when we only rezoned eight times from commercial to residential or residential to commercial in the last year to have more than 0.2 footcandles at the property line? The real crux of the argument here is when commercial abuts to single or multi-family residential, no more than 0.2 footcandles should spillover, unless you're Andy because he likes a beacon of light in his back yard. But, truly, do we want something proposed this evening that has a chance of going to City Council with support of business and developers as well as the constituency of the City of Norman? Or do we want something that's going to go that has great contention, that many business owners and developers are going to oppose in the City? I'm for moving something forward that has a chance of life, and that is my motion as it currently stands – the Harold Heiple/Sean Rieger version of the proposed lighting ordinance.

3. Ms. Hartley – I agree with Chris and I have somewhat changed my mind about this, because I originally felt like we really were creating a solution to find a problem. We did check with police records over a four-year period and had a query done of all complaints that came in that had lighting in the word, and I think there were three that were commercial complaints spilling onto residential that were taken care of within 24 hours. Same thing with the Action Center through the City. If you have a problem, you'll call the City and they'll find a way to make it work, even if your trash doesn't get picked up on yard waste day and you didn't realize that it went to once a month. They'll be out that afternoon to pick up your yard waste for you, because that's what the City does. But now I can see the benefit, and so I have even come to the middle and compromised, and with Harold and Sean's recommendations, feel like if this motion carries and this goes forward, then it's something that I can support.

4. Mr. Sherrer – I think it was Tom Sherman that said the word "business-fair". I think I would add "lighting-smart" to that. I was kind of like Diana originally and felt like any ordinance of this type was searching for a solution to a problem that really didn't exist.

But I think as time has gone along, I think there is a need for light spillover, even though I do enjoy my commercial light that does shine in my back yard – I do think there is a need for an ordinance that restricts commercial lighting where that particular commercial property abuts next to a residence or an area. So I think that's important. I support this motion and I would use those words: business-fair and lighting-smart. I think that's what this is about. And I think if we go much beyond that, then I don't think I could say that this is lighting-smart and business-fair. I think those are important to have.

5. Ms. Gordon – From everything I've heard tonight, I've been convinced that maybe there's room for some wiggle room and that we can go back and tweak this, if possible, with some of the suggestions that Harold and Sean just sent us in an email. The whole thing feels a bit schizophrenic to me, because what I'm hearing from the business community is it's about cost, no it's about safety, no it's burdensome, no it's about why are the residents not required to do this, and it's all of the above. I think it's important to remember something that Mr. Kovach brought up and there has been some serious compromise on this. Trust me on that. There has been a ton of compromise on it and nobody is getting everything they want. Let's just put it out there. Nobody is getting everything they want, however I think, for those of you that argue cost, at least from what I've seen, the numbers that were presented to us, a lot of these things are not going to be overly burdensome cost-wise. Safety – we've seen the numbers with safety and ATMs and gas stations don't need to be lit up like a beacon in the night to be safe. There are some standards that are lighting industry standards that are just as safe that comply in this ordinance. I'm not sure what the issue is as far as if it's just a right issue or it's just more paperwork and we don't want to do it. I'm not willing to accept, respectfully, Chris's motion to accept the previous thing with Mr. Rieger and Mr. Heiple. But I am certainly willing, if possible, to maybe go back and look to see if there are some things that we can tinker with. Other than that, I think business doesn't like it and residents don't like it, so maybe it does kind of meet in the middle. Maybe we are kind of close to where we need to be.

6. Mr. Knotts – I'm unclear on the number of members of the Norman Developers Council and I'm unclear on the number of members of the Builders Association of Southcentral Oklahoma. I asked Doug earlier what the population of Norman was and he said in excess of 105,000. This ordinance is intended for the population, not these two councils which may have members in each. Tom did a great job reading. Thank you. But what he said – if you've ever been to the Embassy Suites, I believe it complies. You can take an aerial and say we can't spill over, but if you're out there at night, that last row of parking is fairly dark. I believe all the fixtures are horizontally mounted, full cut-off. I agree that this is about smart lighting; it's about good lighting. One of the points that was made in the letter that Tom read was that it's more about the differential of lighting. You can see pretty well in low light, as long as you're not overwhelmed by high light. The physiological response is that bright light causes your iris to contract, narrow and that allows less light to hit your retina, which obscures less well-lit objects. If those objects are a bollard, a curb, or a child, you don't know. So I don't agree – I won't support my friend here in his motion and I think, as some have voiced, that there are some additions that need to be made – some amendments that, after we vote on this, I will offer to the proposal that's standing.

7. Mr. Trachtenberg – I want to respond to something that Andy said, that what we should be after is smart lighting. I guess it was Mr. Kovach who initiated this, as I understand it, and we were given a charge by the City Council to examine this. It seems to me that what we were charged to do is let's sort of get modern here with our thinking about lighting. And what that means is let's start to be smart about lighting. And I think things like having full cut-off fixtures aimed at the place that needs to be illuminated and certainly not the sky or not your neighbor's yard, whatever your neighbor is – that's just smart lighting. That's smart in two senses. It's smart in the sense that it's addressing the function – it's doing what you need to have done. You need to have something lit, put the light there, don't put it somewhere else. And it's smart financially. It's smart that you don't need to use as many watts, you don't maybe need to have as many poles in order to get the job done. So I think really what the initiative here was exactly to do smart lighting. And I think the idea was that the City, by coming up with a standard ordinance, could do something that our colleague Tom has said many times before, just create a standard. Do a little work for the community as a whole and come up with a standard so that not everybody has to reinvent the wheel every time. That's part of what the function of the City can be – to come up with a standard that is responsive to what the world is doing, as this is, what the industry is saying, as we have had presentations from the industry, and say this is the smart way to do it. The second point I want to make is – Stephen, I want to thank you for your kind words to the Commission, but also I want to thank you for highlighting what is sort of my personal driver here, and that is continuing to beautify the City of Norman. I guess when push comes to shove, a lot of this is a very difficult, highly technical issue. I don't know a lumen from a lollipop, basically – at least I didn't at the beginning of this process. I think I've got a better idea now. So the technical side of this is extremely hard to follow. For me, what's driving this is not a kind of a concern about the wattage. Finally, it comes down to making Norman a more beautiful place. And I think that's part of the smartness, part of the intelligence that we're talking about. It's about doing lighting that's functional, that's serving the purpose that it's supposed to serve, showing people where they need to get to, providing for safety, but not putting it in your face or your eyes in ways that is just, frankly – and I'll just express my personal taste here – ugly, trashy. And I don't think anyone in the room is going to feel like I'm terribly off the mark if I say drive up I-35, you go through Moore, you go through I-240, go through Edmond, and a lot of that's just kind of trashy. That's not what we want. We want to continue to beautify Norman. We can do that in a way that meets our goals of smart lighting, functionally speaking – smart lighting, financially speaking. I think that is really what the ordinance is doing. Now let me close with the following comment – this is addressing those of you who have said that the business community is being singled out here because this is a commercial only ordinance and not a residential ordinance. And that is true. A point did not come up here that was made by opponents of this effort early on, which is that this ordinance does not address the undoubted worst contributor to light pollution in the City of Norman, and that's OG&E. I understand that it's not OG&E's fault. So we all know that the worst contributor to light pollution here are the streetlights and not a lot of other things. We were told right up front, for legal reasons, that's off the table; we couldn't deal with that now. It was suggested that we've got to do one thing at a time and so we addressed commercial; we didn't address residential. Or that was part of the thinking behind the charge. We were given a charge to develop a commercial lighting ordinance. I think it was believed that this was the beginning of a comprehensive approach to lighting, but you can't do

everything at once. You can only do one thing. Now that complicates the issue here, and you think why are we talking about this and not that. Sometimes you just have to do that. But here's a place I think – another point that Steve made and that Sean made, where I do think there can be some further discussion on this, and that has to do with the idea of lighting the sidewalks, as Sean pointed out. I firmly don't believe that it is the responsibility of businesses to light the sidewalks; I think that is the responsibility of the City. Now maybe that's not being reached. Maybe that responsibility is not being met adequately now, but that question, I think, would be part of a comprehensive discussion of lighting in the City. If that's not possible – if, in fact, that is a problem, and I'm not convinced that it is a problem because we have not studied that particular question, then I could see coming back and revisiting that question. But, other than that, I'm afraid I can't support my esteemed colleague Chris's amendment because I, as I'm on the record as saying, am firmly against the notion that all that matters is spillover into residential – single and double family residential areas. I think that reflects perhaps an unintended but unfortunate attitude toward people who live in apartments. But I also think it reflects an unfortunate attitude toward the idea of public space. I think the public space is not there to be the sink for waste, and unintended non-useful light is waste. It's not incumbent on the public to absorb that. That's why I'm not able to support this amendment, because I draw the line on that point and that's a line that I can't cross.

8. Mr. Sherrer – Just a question for staff – my understanding is that there is not a commercial lighting ordinance such as this in the Metro area from any other city that would have the impact that this particular ordinance would have, potentially, on the cost of businesses. Is that correct? We would be the first community within the Metro. Ms. Connors responded that Edmond has a lighting ordinance and Oklahoma City has somewhat of a lighting ordinance. Certainly Oklahoma City's, I don't think, quite extends to the amount of regulation that we're proposing here tonight. Edmond does have some restrictions for full cut-off fixtures and other requirements in their ordinance.

9. Chairman Gasaway – Let me make just a couple of comments. Not every topic that comes before the Planning Commission individually flips a switch with each of us. I mean there's lots of topics that come through here that we could really care less about, but we do what we think is best for the City of Norman. I'll have to be honest. When this topic came up about a year ago, that was kind of how I felt. I thought, well, I don't know that it's going to be worth all the trouble. I don't see what all the big deal is about, so I came to the first couple of meetings, and the more meetings I came to, the more interested I got in the topic. I don't think any of us ever considered making Norman a dark sky community. That's never once been a topic of discussion on the Commission. For 20 of my professional years, I was very active in the Chamber of Commerce, and I hope all of my Chamber of Commerce colleagues tonight know I would never do anything knowingly to harm business in Norman. I think this ordinance affects businesses in Norman, as well as all the citizens of Norman, but I don't think it's detrimental to the businesses. And the reason I say that – if you drive around town, which I think everyone on this board has done for the last year, looking for both good and bad examples, you see lots of both. You can sit at one corner and look at a bank that, for some unknown reason, specifically meets the guidelines of this ordinance. The builders of that bank decided it worked for them. It's well-lit for its customers, it doesn't glare in your face, it covers all of their security needs. You look to your right, there's a

gas station and quick shop with the drop-down fixtures, bright lights everywhere – you can't even tell what they are, because all you see are the bright lights from underneath the canopy. There are lots of examples through Norman of brand new businesses that meet these guidelines. Interurban Restaurant has full cut-off fixtures. The brand new buildings of the Norman Public Schools – the new Truman – meet these guidelines. They have full cut-off features, both in their parking lot and attached to the building. And if you go down that street, oddly enough, the light stops generally at the sidewalk. And it doesn't mean the sidewalk goes totally dark. Some of the comments I've heard tonight would make you think, all of sudden, at the end of your property there's darkness. That's not true. There's more than enough light for you to walk safely to the school. But when you get on the school property, those full cut-off lights seem to be much more efficient than a lot of the other lights that you see in public parking lots. We've had lots of examples as we've looked at different light fixtures, of the businesses that not only had more efficient lighting, in terms of energy because they can have less, but also they have the light going where they would like it to go. Another comment I'd like to make – I'm not sure if it's for this body to decide if something we pass has a chance of life. I think it's for this body to decide something that we pass is best for the City of Norman, and if it goes on to City Council and dies at that point, we've done our responsibility. We were charged by the City Council Planning Committee to come up with a lighting ordinance, and I don't think that the proposal that we're talking about fully does that without some significant changes.

There being no further discussion, a vote on the motion to recommend Mr. Heiple's version of the ordinance to the City Council was taken with the following result:

YEAS	Diana Hartley, Chris Lewis, Andy Sherrer,
NAYES	Cynthia Gordon, Tom Knotts, Zev Trachtenberg, Jim Gasaway
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to recommend approval of the version of Ordinance No. O-1011-44 provided in Mr. Heiple's February 7, 2011 email to the City Council, failed by a vote of 3-4.

Tom Knotts moved to accept the amendments recommended by staff: to delete "and public buildings" from 3(c)(11); to change "lighting engineer" to "professional engineer" in 5(b)(1) and 5(b)(4); to change "registered lighting or electrical engineer" to "registered professional engineer" in 5(e); and to amend 4(a)(2) to read "Individual existing fixtures may be repaired or replaced with an identical fixture or with a then-available fixture that most nearly duplicates the fixture being replaced. 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 the Outdoor Lighting Standards." Zev Trachtenberg seconded the motion.

There being no further discussion, a vote on the motion to include the amendments recommended by staff in the ordinance taken with the following result:

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

Recording Secretary Roné Tromble announced that the motion to accept the amendments recommended by staff, was adopted by a vote of 7-0.

RECESS
8:31 to 8:42 p.m.

10. Chairman Gasaway introduced Steve Ruse, a professional lighting engineer with Allen Consulting in Norman, who spoke at an earlier meeting of the Planning Commission. Mr. Gasaway asked for an example of what level of light 0.2 footcandles at a property line would be. Mr. Ruse said the table at the podium is probably 50-60 footcandles. IES (Illuminating Engineering Society) sets the standards and they have recommended light levels for just about everything. Their recommendation for parking lots, depending upon the purpose, is a minimum of 0.2, which is what is in the ordinance. Even a young person would probably have difficulty reading at that level. The IES recommended light levels for walking in a corridor in a building is between 10 and 20 footcandles. A corridor or fairly dark restroom might be 10-15 footcandles. It is difficult to understand the scale, because your eye adjusts to it. Mr. Koscinski added that the photo he took of the Walmart parking lot was about 0.2 footcandles. The Journey Church parking lot, which was much darker, was about 0.1 footcandles. Sooner Mall was probably a little over 0.2 footcandles, but the average was about 0.2-0.3. That is the minimum standard under this ordinance, and the allowed spillover off the property.

11. Chairman Gasaway asked about streetlights in a residential neighborhood. Mr. Ruse indicated that right under the fixture it would probably not be more than 5 footcandles. If you are 10-15 feet away, the level might be 1-2 footcandles. The rule of thumb his office uses is to have a typical parking lot at a level between 0.5 and 2.5 footcandles. There are times when you would want more light, depending on the use of the parking lot.

12. Mr. Trachtenberg asked whether the IES has a standard for sidewalks at night. Mr. Ruse indicated he is sure they would have a standard, but he doesn't know it off the top of his head.

13. Mr. Trachtenberg asked about a ballpark number for a typical city street at night. Mr. Ruse estimated that Main Street would probably be less than 5 footcandles, although substantially higher right under the streetlights. A typical street would probably be in the range of 1-2 footcandles.

14. Chairman Gasaway asked, if a business came to them and wanted them to design a lighting plan for them, what additional work, if any, this proposed ordinance would create in terms of time and cost. Mr. Ruse responded that in terms of time and cost it would not require much, if any. If he is doing a proposal to design a new hotel, this ordinance wouldn't affect it. They would not take into consideration that they

have to follow this ordinance in Norman, but not in Moore, for instance. If they are designing a parking lot, they will be doing the calculations anyway because they want the customer to be satisfied with the job they do and they don't want dark spots in the parking lot.

15. Mr. Sherrer asked if that cost would only include the engineer's services and not the cost of the fixtures. Mr. Ruse said that is correct. The fee for the design services would not be increased. He looked at the cost of fixtures quite a bit with the report that he put together. In general, the manufacturer designs the fixture, sends it to an independent laboratory to be tested, so that he can take the test data, put it in a computer, model it, and tell you exactly how many footcandles are going to be in your parking lot. He used a bunch of those for different type fixtures and tried different calculations. In general, a full cut-off fixture is going to be more efficient than a non-cut-off. If you have a 100-watt lamp and 30% of that light is directed into space, you're losing 30% of your light. If you have a full cut-off fixture, it's going to be directed toward the surface where you want it. In general, that means you're going to need fewer fixtures and less wattage to get the same light level. If he was asked to use non-cut-off fixtures to light a parking lot and use fewer or less watts than if using cut-off fixtures, he didn't think he could do it because the fixtures are inherently less efficient. In almost every case, it's going to cost more to use non-cut-off to get a particular average light level because of the efficiency of the fixture. It will require fewer fixtures if they're cut-off because they give you more usable light.

16. Mr. Sherrer said his concern is with the Fowler Honda project, where they were talking about a 20% increase in cost for a real live project. Mr. Ruse responded that he doesn't know how they arrived at the number. If you have fixtures emitting light where you don't need it, it will take more fixtures to get the desired light levels.

17. Ms. Hartley commented that if she came to him to do design work for her, she would take his recommendation and want the more energy efficient, and the market would take care of that for her. Her argument would be that we don't need an ordinance to do that; the market cost would take care of that. Mr. Ruse responded that would be true in some cases. Everybody has different criteria when they design something. You can throw up a wood light pole and a cheap light fixture real cheap and you've got light out there. Is that necessarily the best way to do it? No.

18. Mr. Sherrer asked if there is any such thing as a cheap full cut-off fixture. Mr. Ruse said there actually are. That was in the report. You can take a cheap non-cut-off fixture and put a cut-off reflector on it and all of a sudden there's more light under it.

19. Ms. Hartley commented that if she goes to the store to buy a new washing machine, she buys the one that is far more energy efficient. She buys more energy efficient light bulbs. She does that naturally because the market drives her in that way. She questions the need for the ordinance, because she thinks the market is driving it. LEED certifications are happening with architectural firms now. Everything is moving in that direction because the market is moving it that way. Mr. Ruse responded that the market is moving in that direction, and there are buildings built where that is definitely a factor. He would estimate that less than 2% of projects today are LEED. They have designed two in Norman and are designing another one, but the vast majority aren't.

The reason the market driving is not always true is that the owners don't know or care – they hire an engineer and hope he is doing what's best. Sometimes it happens and sometimes it doesn't. The owner doesn't even know that he needs to ask the engineer to design the lighting right. Most people paying for a new building to be built are not experts in any of these things.

20. Mr. Knotts asked about semi and cut-off fixtures emitting no more than 5% or 10% of light upward, but that only works if they are horizontally mounted. Mr. Ruse agreed.

21. Mr. Knotts asked if there is anything in the ordinance that Mr. Ruse would consider unusual. Mr. Ruse commented that he worked in Dallas for several years before he came here, and ordinances like this were in effect there 8-10 years ago when he was working there. There were some key differences, one of which is the property line issue. Mr. Knotts rephrased his question: If we enact an ordinance and you continue to live and design in Norman, would you just take this as the design standard to design by. Mr. Ruse responded affirmatively. It will not be a steep learning curve to make this ordinance work.

22. Chairman Gasaway asked why somebody would use a semi-cut-off as opposed to a full cut-off. Mr. Ruse said you don't lose much efficiency between a semi-cut-off and a full cut-off fixture. He looks at a design as what he would want, which would be the most economical and inexpensive as possible but still meet the performance criteria. Generally someone will not pick a semi cut-off over a cut-off unless there are restrictions. Mr. Knotts asked if he means full cut-off when he says cut-off. Mr. Ruse responded that IES defines semi-cut-off, cut-off, and full cut-off.

23. Mr. Lewis asked Mr. Ruse to address 0.2 footcandles at a property line that abuts commercial to commercial or commercial to public right-of-way. Is 0.2 footcandles really going to cause any excessive light spillover or, in relationship to the professional recommendations, might 0.2 footcandles be more beneficial if it were higher in regards to attracting business to the City of Norman, making the City of Norman more inviting, but yet also not causing what many have termed as glare or, in some personal opinions, an ugliness in the city. To me, light is beautiful. Mr. Ruse used an example of building a McDonald's next to a Burger King and the requirement for 0.2 footcandles between them. That could be an issue. Maybe there is one drive and a nine foot parking space between the building and the property line. That makes it difficult to light that drive and those parking spaces knowing that there has to be no more than 0.2 at the property line. Mr. Lewis asked him to also expound on 0.2 footcandles spilling onto public rights-of-way and the ability to feel safe, secure, and be able to walk according to what you shared with us a moment ago in hallways inside buildings, I'm assuming, being 10 to 20 footcandles, underneath the streetlight being 5 footcandles, and we're all of a sudden taking something down to 0.2 footcandles with a sidewalk going right in front of it. Mr. Ruse commented that one of the reasons people want their parking lots lighted is for security, and they typically design parking lots between 0.5 and 2 to 2.5 footcandles, unless given some reason to go higher. So 0.2 on a sidewalk is a little bit lower. If the sidewalk is not on the boundary, but through the middle of the owner's property that I'm designing, going to an entry of a building, I would want more than 0.2 footcandles for pedestrians on the property.

24. Mr. Trachtenberg commented that is not the most precise way of framing the issue here, because it's not as if what we're talking about in this kind of case is a big open field in the middle of nowhere, where we plop down a commercial property and then say at your boundary line it's 0.2 footcandles. Then walking along the side of that would not be very pleasant; it would be very dark. But what we're assuming is that there are additional light sources in the form of streetlights and other buildings around. Mr. Ruse said it may be 1 or 5 footcandles due to street lighting. Mr. Trachtenberg said it seems that the image that is better to work with is the one that Councilman Kovach gave us, which is a bunch of voices in a room. So if there's one voice in a room, even if a whisper or a normal tone of voice, that's kind of quiet and you don't really notice it. But if you put lots and lots and lots of those in a room, then it gets loud and distracting. I think the intention behind the idea of saying 0.2 at the boundary line is that it's not in a vacuum. It's what is being contributed by all of the sources all around. If you limit all of the sources to 0.2 at the boundary line, there's going to be some additive effect there and then the public sources of light, the streetlights, are going to be doing, as it were, the heavy lifting for illuminating the sidewalk. That's how I'm envisioning that situation, as opposed to the commercial development in the middle of nowhere, where indeed it would be unsafe.

25. Mr. Lewis agreed. There are many developments where streetlights aren't the case. There are many streets in the City of Norman boundaries where it is almost pitch black because we're running from corner to corner. Where my question was coming from was in those types of situations. Sure, we have ambient light because it's currently spillover from either streetlights or from businesses. So if we contain all of that down to 0.2 footcandles spilling onto public right-of-way, then it's going to get really dark.

26. Mr. Knotts asked if there are any commercial areas that don't have streetlights in Norman. Mr. Koscinski responded that he was not aware of any. Mr. Knotts commented that, as noted in the letter Tom McCaleb read, the issue is the differential between this light and that light. If it's all blending in to 0.2, you can't tell the color of your car at 0.2, but there are several places on the Lloyd Noble parking lot that are 0.2 and it's a fairly safe location. Mr. Ruse indicated you can see a car coming at you. Mr. Knotts added that 0.2 at the boundary, if it's plopped down in the middle of nowhere, is going to be more light than probably they need. Chairman Gasaway asked for clarification of an earlier comment that 0.2 is about the level of Sooner Mall and the Walmart parking lot currently. Mr. Koscinski said those are the measurements that he got.

27. Mr. Trachtenberg said that addressing the street light is part of a comprehensive lighting solution for the City of Norman, but he regards that as the public's responsibility and not as the private sector's responsibility.

28. Mr. Ruse offered the use of their light meters so Commissioners could get a feel for 0.2 footcandles.

29. Stephen Koranda expressed concern about the difficulty in measuring 0.2 footcandles at the property line. If I'm asked to keep my voice at a whisper level – let's say a whisper level is 0.2 – and I'm in a full room at a Chamber after hour function with a lot of other voices, and you don't know if my voice is at 0.2 or if Sean's voice is at 0.4,

but somewhere someone is measuring 0.4. You don't know if it's my voice, or if it's Sean's voice, which might be a public – to continue with this analogy here – which might be the public streetlight or the parks streetlight or a park light. So I think what you're doing is you're setting up a very, very difficult hurdle for the business to be able to accurately measure if they're hitting that 0.2 footcandles at the property line.

Mr. Trachtenberg explained that this ordinance is not going to be enforced ex post. It's going to be enforced ex ante. What that means is, no one is going to be going around with light meters checking up on businesses. The way this is going to be enforced is at the construction phase. So the requirement for the photometric plan is that the plan will say whether the design that you've got is going to result in 0.2 at the boundary line. If the plan meets that, and that's why we've got this engineering provision in it, then that's all. It's not going to be the case that the City staff is going to be running around with light meters. The fact of the matter is we don't pay them enough and we don't have enough in the budget to have them work at night. Doug went out in the middle of the night on his own. So I think that your analogy is exactly right, but I think that what you weren't taking account of is the way enforcement is built into this ordinance.

30. Mr. Koranda asked if this will open the opportunity for something to complain about. Mr. Trachtenberg responded that enforcement provision is discharged at the point of the approval of the plan. So that means that a citizen filing a complaint would not have a cause. Mr. Knotts added that all existing lighting systems are grandfathered non-conforming legal.

31. Mr. Knotts noted previous comments from Mr. Heiple that we should use the sign ordinance, an ordinance that has been adopted by the City and has proven to work over time, which is Article VIII, Section 18-801, for legal non-conforming signs, to allow all existing non-conforming lighting systems to be declared legal until certain specific conditions are met. The language of the condition he is proposing is basically taken from the sign ordinance.

Tom Knotts moved to amend Ordinance No. O-1011-44 by adding 3.2 to read: "Legal non-conforming outdoor lights – Any lighting system presently located within the City on the date of the adoption of this ordinance, which does not conform with the provisions of this Ordinance shall be considered as a legal non-conforming lighting system and is permitted. Such lighting system shall be maintained in a good condition and shall be allowed to remain in existence as long as, and only so long as, the referenced lighting system is not: (a) Changed to another non-conforming lighting system, except that maintenance can be performed on the existing non-conforming lighting system; (b) Structurally altered (except for safety requirements) so as to prolong the life of the light; (c) Expanded; (d) Continued in operation after cessation or change of ownership of the business, except as otherwise provided in this ordinance; (e) Re-established after damage or destruction if the estimated cost of reconstruction exceeds fifty (50) percent of the appraised replacement cost." Zev Trachtenberg seconded the motion.

32. Ms. Connors said she believes that 3.2(a) is now covered in 4(a)(2). With regard to (d), it is very hard to base something on ownership. The City does not have business licenses and so does not know when ownership changes. Mr. Knotts asked how this

can be in the sign ordinance. Ms. Connors responded that a new business usually changes their sign to a new title or new business name.

Chris Lewis moved to call the question on Mr. Knotts' amendment to 3.2. Andy Sherrer seconded the motion.

YEAS	Diana Hartley, Chris Lewis, Andy Sherrer
NAYES	Cynthia Gordon, Tom Knotts, Zev Trachtenberg, Jim Gasaway
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to call the question, failed by a vote of 3-4.

Tom Knotts offered a friendly amendment to his motion to delete paragraph (d). Zev Trachtenberg extended his second to the friendly amendment.

33. Mr. Trachtenberg asked for an explanation of paragraph (e). Mr. Knotts responded that if a tornado ripped through a parking lot and tore out a bunch of stuff, if the cost to reconstitute it as a non-conforming system was greater than 50% of the appraised replacement cost, then it would have to comply with the ordinance. Mr. Trachtenberg asked if the "appraised replacement cost" would be for a conforming system. Mr. Knotts said if the cost to replace it was greater than 50% of the cost to bring it into compliance, they would have to bring it all into compliance.

34. Ms. Gordon said 3.2 seems like a lot of detail that could be covered by just adding a few words to 4(a)(2). Mr. Knotts said he thinks what we are gaining with the proposed language is that it conforms to an already existing ordinance (the sign ordinance) and the ability to declare these systems legal non-conforming, and an opportunity when certain conditions happen that then there is a little bit of retrofit.

35. Ms. Hartley commented that this language would be adding retrofitting back into the ordinance, which the Commission took out months ago. Mr. Knotts pointed out that it would only be when certain conditions happen.

36. Mr. Lewis asked whether the Planning Commission would have to hold a new public hearing on any amendments that are approved at this meeting. Ms. Connors said this is the public hearing. Any amendments will be moved forward to City Council.

37. Mr. Trachtenberg commented that he is conflicted on this amendment. He agrees with Ms. Gordon that less is more. On the other hand, consistency across the code is generally a good thing. He does like the idea of bringing non-conforming uses in and clarifying. A lot of the business people who were at this meeting seem to be under the impression that existing structures and lighting facilities were going to have to be changed, and that is explicitly not the case. Mr. Lewis objected to Mr. Trachtenberg's last comment on behalf of business. He believes business is very clear on what is currently in the ordinance, because Mr. Heiple, Mr. Rieger, and others in the business community have been very thorough in explaining that retrofit is completely

off the table at this point. Mr. Trachtenberg said he still believes, as a matter of policy, it is a good idea to say it's non-conforming, but it's legal.

38. Mr. Sherrer commented that the Commission has received all the emails, the complaints, and what people thought. Overwhelmingly retrofitting became something they felt was unfair. Again tonight the significant majority of those who spoke said this ordinance is very challenging as it currently is. Adding this provision would make the ordinance even more difficult for those individuals who spoke. He doesn't think the Commission is listening to the people who have voiced their opinions. Ms. Hartley commented that, of the people who testified, 10 were opposed to the ordinance and 5 were supportive of it.

39. Mr. Trachtenberg commented that his test is whether this language would be a burden for a small business where someone crashed into a light pole. Mr. Knotts said he didn't think so. If one pole is knocked out, you can replace that with something closely resembling the others, or you can decide to go ahead and conform to the ordinance. If you have a catastrophic event that brings most of your lighting down, then you would need to think about trying to comply with the ordinance when rebuilding. Probably that would be paid for with insurance.

40. Chairman Gasaway said he has a little problem with this amendment, because it has been indicated that the retrofitting was removed. He thinks some of it is covered in the staff amendment to 4(a)(2): "If existing fixtures are removed in order to upgrade, redesign, or reconfigure the lighting design ... then such fixtures must conform to the requirements of the Outdoor Lighting Standards." Mr. Trachtenberg commented that 4(a)(2) doesn't speak to a catastrophic event, and someone in that case might replace with non-conforming fixtures. He believes in that case, the market would take care of it because the insurance company is going to say to do it to current standards, and it will be cheaper to buy what is currently on the market. Mr. Knotts countered that it is possible to buy conforming fixtures or non-conforming fixtures. The proposed language would guide them into using conforming fixtures. Mr. Trachtenberg asked about adding language to 4(a)(2). Ms. Gordon believes that in the case of a catastrophic event when the replacement is being paid for by insurance, it probably would be market driven and conform to standards. She thinks this is being unnecessarily detailed and it is covered by 4(a)(2).

There being no further discussion, a vote on the motion to add 3.2, with paragraph (d) removed, was taken with the following result:

YEAS	Tom Knotts
NAYES	Cynthia Gordon, Diana Hartley, Chris Lewis, Andy Sherrer, Zev Trachtenberg, Jim Gasaway
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to add 3.2 failed by a vote of 1-6.

Chris Lewis moved to recommend approval of Ordinance No. O-1011-44, as amended as recommended by staff, to the City Council. Diana Hartley seconded the motion.

41. Mr. Trachtenberg stated his intent to vote against this motion. He believes Mr. Knotts has put a lot of thought and work into his proposals, and they deserve a hearing.

42. Chairman Gasaway said he would vote against the motion. There is one other item that he would like for the Commission to discuss that was taken out at the last session.

There being no further discussion, a vote on the motion to recommend approval of Ordinance No. O-1011-44, as amended to this point, to the City Council was taken with the following result:

YEAS	Diana Hartley, Chris Lewis
NAYES	Cynthia Gordon, Tom Knotts, Andy Sherrer, Zev Trachtenberg, Jim Gasaway
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to recommend approval of Ordinance No. O-1011-44, as amended to this point, to the City Council failed by a vote of 2-5.

Andy Sherrer moved to amend section 3, Applicability, to provide that this ordinance only applies to commercial properties which abut single- and two-family dwelling zoning, and not include public rights-of-way. Chris Lewis seconded the motion.

43. Mr. Trachtenberg said he thinks it is a good thing for the record that this issue be singled out and voted on. He will be voting against the motion.

There being no further discussion, a vote on the motion to amend the Applicability of the ordinance was taken with the following result:

YEAS	Diana Hartley, Chris Lewis, Andy Sherrer
NAYES	Cynthia Gordon, Tom Knotts, Zev Trachtenberg, Jim Gasaway
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to amend the Applicability of the ordinance failed by a vote of 3-4.

Tom Knotts moved to amend Ordinance No. O-1011-44 by adding 3.3 to read: "If any business location is inactive or unoccupied for two consecutive years, the new business will be given five years from the date of opening for commerce to comply with the standards set out in this ordinance." Zev Trachtenberg seconded the motion.

44. Mr. Trachtenberg commented that this is revisiting an issue that was previously discussed at length. He asked staff to review what the concerns were. Ms. Connors said she believes the Commission was concerned that this would create an amortization on lighting, and they would have five years to comply whether or not the lights were old or new. Mr. Knotts explained that the proposed language would cover

a change of business only when the location had been vacant for a period of two years.

45. Mr. Sherrer asked for a definition of "inactive". Mr. Knotts responded that there would be nothing going on. His intent is that this would cover a vacant building.

Andy Sherrer proposed a friendly amendment to the language to read: "If any business location is unoccupied or vacant for two consecutive years ..." Tom Knotts accepted the friendly amendment to his motion.

46. Ms. Gordon asked if there is any similar provision in the ordinance. Ms. Connors responded that a new business going into an existing building would not have to comply with the new standards. Chairman Gasaway added that it was included in an earlier version of the ordinance. Mr. Lewis said there was discussion from the business community that it is not unheard of for a commercial building to remain unoccupied for up to two years, and it is somewhat of an undue burden to have to completely relight the entire parking lot within a five-year period, and an enormous cost for the business. If he were a business looking to locate in Norman, knowing that would have to be done within five years, he would probably locate elsewhere.

47. Mr. Sherrer asked how you would determine when the two years starts. Mr. Trachtenberg commented that there would have to be a clear trigger, and the water bill might be a trigger. He added that he is leaning against this amendment because he believes it would put a burden on a new business.

48. Chairman Gasaway said he thinks this provision should be included in a good lighting ordinance, but he would vote against it at this time, in deference to the comments from the business community.

There being no further discussion, a vote on the motion to add 3.3, with a friendly amendment of the language, was taken with the following result:

YEAS	Tom Knotts
NAYES	Cynthia Gordon, Diana Hartley, Chris Lewis, Andy Sherrer, Zev Trachtenberg, Jim Gasaway
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to add 3.3 failed by a vote of 1-6.

Tom Knotts moved to amend 4(a) to delete reference to "cutoff" and "semi-cutoff" fixtures. The motion died for lack of a second.

Tom Knotts moved to amend 4(a) to add "mounted horizontally". Mr. Trachtenberg seconded the motion.

There being no further discussion, a vote on the motion to add "mounted horizontally" in 4(a) was taken with the following result:

YEAS	Cynthia Gordon, Diana Hartley, Tom Knotts, Zev Trachtenberg, Jim Gasaway
NAYES	Chris Lewis, Andy Sherrer
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to amend 4(a) by adding "mounted horizontally", was adopted by a vote of 5-2.

Tom Knotts moved to amend 4(d)(2) to read: "Fixture types may include floodlights, wall sconces, ... or any other fixture that meets the intent of this section. Decorative architectural wall mounted 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 footcandle when the property is zoned or used as single- or two-family residential." Mr. Trachtenberg seconded the motion.

There being no further discussion, a vote on the motion to amend 4(d)(2) was taken with the following result:

YEAS	Cynthia Gordon, Tom Knotts, Zev Trachtenberg, Jim Gasaway
NAYES	Diana Hartley, Chris Lewis, Andy Sherrer
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to amend 4(d)(2), was adopted by a vote of 4-3.

Tom Knotts moved to delete 4(g) in its entirety. Mr. Trachtenberg seconded the motion.

49. Mr. Lewis commented that he thinks the partial Commission is going back and revisiting items that were previously taken out of the ordinance by the full Commission. Mr. Knotts pointed out that there was not a full Commission present at the time this provision was added.

50. Chairman Gasaway spoke in support of the amendment. He believes that this section has the potential to undo all of the other lighting requirements by allowing something on a pole of any height 75' from the property line, shining anywhere. Mr. Lewis countered that it would still have to meet the 0.2 footcandle at the property boundary.

There being no further discussion, a vote on the motion to delete 4(g) was taken with the following result:

YEAS	Tom Knotts, Jim Gasaway
NAYES	Cynthia Gordon, Diana Hartley, Chris Lewis, Andy Sherrer, Zev Trachtenberg,
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to delete 4(g) failed by a vote of 2-5.

Zev Trachtenberg moved to recommend adoption of Ordinance No. O-1011-44, as amended, to the City Council. Tom Knotts seconded the motion.

There being no further discussion, a vote on the motion to recommend adoption of Ordinance No. O-1011-44, as amended, to City Council was taken with the following result:

YEAS	Cynthia Gordon, Tom Knotts, Zev Trachtenberg, Jim Gasaway
NAYES	Diana Hartley, Chris Lewis, Andy Sherrer,
ABSENT	Curtis McCarty, Roberta Pailes

Recording Secretary Roné Tromble announced that the motion to recommend adoption of Ordinance No. O-1011-44, as amended, to City Council, was adopted by a vote of 4-3.

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COUNCIL CONFERENCE MINUTES

September 28, 2010

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:30 p.m. in the Municipal Building Conference Room on the 28th day of September, 2010, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

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

DISCUSSION REGARDING A PROPOSED LIGHTING ORDINANCE.

Mayor Rosenthal said, at the City Council Retreat on September 18, 2010, Council requested Staff provide information on unresolved issues regarding the commercial lighting ordinance and this meeting is an update on the subject.

Ms. Susan Connors, Director of Planning and Community Development, said in January of 2010, the Planning and Community Development Committee (PCDC) created a charge for the Planning Commission (PC) regarding the commercial lighting ordinance to assess deficiencies in the existing ordinance including review of the International Electric Code (IECC) to evaluate lighting standards, review the International Dark Sky Association (IDA) Model Lighting Code, and examining ordinances from other communities. She said the Committee also asked the PCDC to draft an ordinance that addresses the following issues:

- Lighting levels (minimum and maximum)
- Light trespass (light were not wanted)
- Glare (too much light or poorly oriented)
- Light pollution (light where not needed)
- Have easily definable or measurable outcomes

Ms. Connors said the PCDC directed that the ordinance be practicable and easily implemented; be able to measure the standards at the planning stages of the development project rather than measuring the light at night; blend in the new building energy standards; review light height limits and placement of lighting on property lines; review maximum wattage or luminaires on the property; and review full cutoff fixtures. She said Staff met with the PCDC five times regarding the ordinance and discussed the intent of the proposed ordinance; the percentage of expansion required to come into full compliance with the lighting standards; exempt lighting; security lighting; total output light for a project; time limits; and general outdoor lighting standards that include pole mounted lights, building mounted lights, canopy lights, and drive-thru lights.

Ms. Connors said in May's meeting it was realized that the technical expertise had not been found for discussion with the PC or with the PCDC and Staff began scouting for expertise and have found two. She said in the August meeting Staff was asked to look at amortization for full compliance in the future, costs, and the distinction between accent lighting versus wall pads.

Ms. Connors said issues that still remain include looking at existing conditions and existing buildings; capping the amount of light allowed; amortization, which the PC does not support; vacant buildings being fully compliant when back in service; time limits to have 75% of the lights turned off at businesses that close before dark; security lighting; updating definitions in the ordinance; costs to existing businesses if retrofitted; and costs for cutoff lights on new construction.

Ms. Connors said four generally supported elements of the ordinance are:

- Ordinance should only apply to new construction
- Retrofit should only apply to commercial properties adjacent to residential properties
- Exempt lighting with clarifications
- General lighting standards

Ms. Connors said the current proposed ordinance includes a purpose and intent statement and applicability for new construction and retrofit of existing fixtures on buildings or parking lots (re-lamped, re-aimed, and/or shielded). Currently the ordinance stipulates wall packs on all buildings must be retrofitted within two years of adoption of the ordinance and identifies exempt lighting (schools, sports fields, street lights, holiday lighting, etc.) and prohibited lighting (laser source light or high intensity lighting for outdoor advertising and operational search lights for advertising purposes).

Ms. Connors said the General Outdoor Lighting Standards include fixture standards, pole mounted lights, building mounted lights, accent lighting, and canopy lighting. The ordinance also defines overall lighting standards for projects to control total outdoor light output.

Ms. Connors said concerns have been raised regarding time limits, which refers to the requirement that 75% of lights be turned off thirty minutes after close of business. She said this could be regulated through a Photometric Lighting Plan, which is a simple way to make sure that light standards are being met. She said this is done through a computer model and could be submitted with development applications. She said the ordinance also contains additional submission requirements as a way to substitute lamp or fixtures and would require plan approval through a public hearing as part of the development process.

Mr. Doug Koscinski, Current Planning Manager, presented photos of various commercial light levels and light sources in shopping centers; food service establishments; banks; auto dealerships; churches; hospitals; and gas stations. He also presented a diagram depicting the difference between true full cutoff outdoor lighting fixtures and cutoff center drop or sag lighting fixtures. He said the PC felt Wall Pack Lights are the most objectionable lighting, but easiest to fix. He said wall packs can be shielded, which cost $80 to $200. He said the goal of the ordinance is to control lights by placing them where light is needed and avoid over-lighting onto abutting properties.

Councilmember Ezzell asked why the ordinance was not tailored to address actual problems. Ms. Connors said Staff was attempting to address an array of issues requested by the PCDC and PC. She said the ordinance has become narrower over time. Councilmember Ezzell felt the ordinance was too intrusive and over reaching and said he would not support it as written.

Councilmember Kovach asked why City street lights were exempt and Ms. Connors said Staff was asked to look at a commercial lighting ordinance and street lights are not a part of this ordinance; however, the City could impose that upon themselves.

Councilmember Quinn asked if Fowler Toyota met the standards of this ordinance and Mr. Koscinski said they would not. Councilmember Quinn asked if there would be a problem with the new dealership Fowler Toyota is constructing and Mr. Koscinski said no lighting plans have been submitted at this time.

Councilmember Kovach asked about the benefits to new construction as far as energy savings and Ms. Connors said, initially, it may cost businesses a little more, but there would be energy savings over a period of time, which would balance out those costs.

Mayor Rosenthal said the PCDC provided direction for the ordinance. She asked Council to recall the initial review stemmed from a fairness motivation where developers requesting Planned Unit Developments (PUD) were asked to meet certain standards, but those standards did not apply to C-1, Local Commercial Districts; C-2, General Commercial Districts; and C-3, Intensive Commercial Districts. She said there were no standards for commercial zones so that was another motivating factor. She too was concerned about retrofits and how a nuisance is determined. Ms. Connors said if you can prove that a wall pack light is trespassing, then that could be considered a nuisance. She said, in the ordinance, it would be up to the Planning Director to make that determination. Mayor Rosenthal asked if a code compliance complaint would trigger that and Ms. Connors said yes. Councilmember Atkins asked what standard is being used as far as trespass or amount of lumens. He asked if there would be a maximum amount of lumens to be considered a nuisance? Mr. Koscinski said there is not, but the ordinance establishes that once you are off your property, the light level is supposed to drop and there are different standards for residential versus non-residential. Mayor Rosenthal said she was not comfortable with the nuisance issue. Councilmember Ezzell said he is concerned about how the ordinance has evolved in the process and would be supportive of the ordinance if a commercial project adjoining a residential area had an identifiable problem. He felt the ordinance would be imposing unnecessary restrictions and costs.

Councilmember Atkins asked if Staff has evaluated what it would cost for City facilities to comply with the ordinance and Ms. Connors said no. Councilmember Atkins felt that would be important to determine.

Mayor Rosenthal asked if Council disagreed with any of the supported elements of the ordinance and Councilmember Ezzell did not support applying the standards to new construction only. He said a new construction project should not have to endure a higher regulatory cost. He said if the project is a Wal-Mart parking lot and is not near a residential area, he is not concerned how light overlaps the parking lot. Councilmember Quinn agreed and said the same thing was true about Fowler Toyota on I-35 as the lights are going toward the highway. Mr. Koscinski said there is an impact on the traveling public as well and potential to endanger drivers. Councilmember Ezzell agreed there is potential for that problem but found nothing in the slides to illustrate that problem exists. Councilmember Kovach said he knew of a business near his home that blinds you from two blocks away if you are driving in that direction and that is a hazard. He said he felt, if it was limited to new construction, the cost would be minimal and not be a problem. He said he agreed it would be a burden to businesses to retrofit and should only be retrofitted where the business is adjacent to residential property with a noted problem. Councilmember Ezzell said he would rather create an ordinance that addresses an actual nuisance or hazard and not overlay the ordinance across the entire City with no criteria other than new construction or expansion.

Mayor Rosenthal felt there needs to be some guidelines or standards on new construction to determine if a problem exists and asked for input from Council. Councilmember Atkins said he would like the PC to further review the ordinance since Ms. Connors has found someone with technical expertise that could answer questions. He felt adding technical data might provide more clarity. Councilmember Kovach wanted the PC to focus on the items that are generally supported so no time is wasted on issues that may meet resistance. Councilmember Griffith said he wants to be careful about retrofits as he feels it could impose an incredible financial burden on businesses and would like to review cost figures. Councilmember Ezzell urged Council to consider the aggregate effect of additional requirements and not just the cost of a light fixture. Councilmember Griffith agreed, but said he wanted to see if there is a significant difference in costs and he did not want the ordinance so restrictive that businesses are run out of town.

Mayor Rosenthal said Norman is unique in having an entire State Park and other state properties within its boundaries and felt the City had stewardship obligations in preserving the recreational experience. She felt that applicability of the ordinance should be regional in nature as opposed to zoning districts only.

Ms. Connors said Oklahoma City has a lighting ordinance that requires full cutoff fixtures on commercial properties. Mayor Rosenthal felt it would be useful to the PC to have a comparison of Norman's proposed ordinance to Oklahoma City's ordinance.

Items submitted for the record

1. PowerPoint presentation entitled, "Commercial Lighting Ordinance," City Council Conference September 28, 2010
2. Memorandum dated September 24, 2010, from Doug Koscinski, AICP, Manager, Current Planning Division, to Honorable Mayor and Councilmembers, Norman City Council
3. Draft ordinance
4. Price list for wall pack lighting
5. E-mails dated September 27, 2010, from H. Rainey Powell; Cindy Nashert, State Farm; Edmond W. Carlson; Jerry M. Hatter, Crimson Proud, L.L.C.; Ann Ryan; Helen Hubble, Manager, Human Resources, Sitel; Jaci Williams; Robert Ross, Interurban Restaurant; Jim Benson, formerly J.Botie's Food Store; Chris Mayes, Big Red Sports/Imports; Paul W. Smith; Staci Elder Hensley; Mark Malthaner; Julie Sparks, Sparks Clinic; Ron Murray; Ann Harcourt, Attorney; just-me@cox.net; Ben Cox, Advisor, Records and Information Management, Devon Energy Corporation; Dewight and Betty Mitchell, Betty Lou's Flowers; Sassan K. Moghadam, Precision Builders, L.L.C.; Robert Marriott; Steve Ruse, P.E., LEED AP, Electrical Engineer, Allen Consulting, Inc.; Harold Heiple; Peter Laws, Way East Body Street; John and Ginger Wetz; Tonya Gates, Sitel; Liz Cox, Director of Business Development/Owner, Hearts At Home Companion Care; Ann M. Swanson, Senior Vice President/Loan Originator, McClain Bank; Bill Sparks and Donna Sparks; Steve Kaplan, Native Roots Market; Libby Hatter, Balfour of Norman; Linda Lockett; Anthony K. Mirzaie; Mike Murphy, Executive Vice President, First American Bank; Michael Delaney, Fur Night and Day, L.L.C.; Jeff Stewart, O'Connell's Restaurant; Mikel Crowley, O'Connell's Restaurant; Chad Bartlett, Pastor; Lisa Winters, Executive Director, Crossroads Youth and Family Services; Stephen Turner, CM, LEED AP, Construction/Property Manager, and Sean M. Crandall, Consumer Loan Manager/Vice President, Arvest Bank; William H. Mattoon, Attorney; The Apothem; and Jay Cervi to Brenda Hall
6. E-mail dated September 28, 2010, from Ron and Karen Kirkpatrick, Del Rancho Restaurant, to Brenda Hall
7. E-mail dated September 28, 2010, from Mike Fowler, Fowler Holding Company, to the Norman Planning Commission

The meeting adjourned at 6:30 p.m.

ATTEST:

City Clerk

Mayor

Mr. O'Leary said Council can choose to do the scoping work on the CTP in smaller portions in order for them to fit into the City's budget so that the momentum can keep the process moving forward. The Committee felt this would make perfect sense and Councilmember Atkins felt Staff could compile all the Plan(s) information "in house" to help determine where the scoping process would begin.

Mr. O'Leary said it is critical the CTP have a funding strategy plan and felt the City should be candid about the projects costs, timeframe of how the costs will be implemented, and how the funding strategy will fit into the City's budget over the next 20 years. He said many cities are facing the same challenges as Norman and are considering transportation taxes/fees, similar to storm water fees, but using a 20 year planning strategy as opposed to a five-year planning effort. Mr. O'Leary said a lot of the transportation projects will be very costly and it can be discouraging when a plan is developed that appears to be unattainable. He felt the projects can be achieved if a longer timeframe is applied to a funding strategy.

Mr. O'Leary felt all the plans previously listed, along with the transit discussions and alternatives analysis currently being done, should be incorporated into the whole planning/thought process to make it Norman's own. He felt the scoping process should also involve input from stakeholder groups which would generate discussion about land use. Councilmember Butler said Harold Heiple had indicated the Developers Council was interested in participating, possibly financially, in assisting with the CTP. Mr. O'Leary said developers are a major stakeholder in the process but felt the CTP needs to be city driven process and the Committee agreed.

Mayor Rosenthal felt the City should go ahead with the scoping process because there are some real educational benefits that come with the public input process.

Items submitted for record

1. PowerPoint presentation entitled, *"Comprehensive Transportation Plan City of Norman,"* dated November 12, 2010

STAFF UPDATE ON PLANNING COMMISSION'S WORK ON THE PROPOSED LIGHTING ORDINANCE.

Ms. Susan Connors, Planning and Community Development Director, said Staff continues to work with the Planning Commission (PC) on the lighting ordinance. She said Staff asked Mr. James S. Ruse with Allen Consulting Incorporated, a local engineering firm, to prepare information comparing costs for full-cutoff versus non-cut off fixtures. She said one of the Planning Commissioners mentioned having Allen Consulting perform the report was a conflict of interest and she assured the Commission that Staff did not ask Allen Consulting to do anything more than a cost comparison. Ms. Connors said there have been recent conversations to have local information in order to determine how the lighting issues will affect Norman. She also felt it was important to have an engineering firm do the report so that a broader scope, engineering aspect, and efficiency of lighting could be studied. She said Allen Consulting has done a lot of work for the University of Oklahoma (OU) and OU has indicated they have been very happy with their performance.

Ms. Connors said the PC is split into two groups; one group is satisfied with the ordinance as it is now written while the other group would prefer the lighting ordinance be on a complaint basis. She said the City does not have Staff to enforce and measure light during night time hours and measuring light can be difficult and unsatisfactory because so much ambient light can feed into a direct light, making the measurement inefficient. Ms. Connors said the PC has also discussed a third option requiring new construction to have full-cutoff fixtures and a photometric plan. She said a photometric plan showing how much lighting will be located in a certain area is the best way to measure lighting and Staff will present all three options at the next PC meeting scheduled on November 18, 2010.

Mayor Rosenthal asked if full cutoff fixtures and photometric plans will exclude any retro-fits, even if there is an expansion to the building or it abuts residential property and Staff said yes, unless the ordinance is written to include only *new* fixtures.

Mr. Tom Knotts, Planning Commissioner Liaison, felt there is a tremendous amount of misinformation about the lighting ordinance and some concern from the PC that Council may not adopt their recommendation and Ms. Connors concurred stating that is precisely the reason for the third option of requiring all new construction to have full-cutoff fixtures and a photometric plan. Councilmember Griffith asked if there will be complaint based component include in option three and Ms. Connors said it could be worked into the ordinance but she is not sure how Staff will be able to enforce it. She said there have been discussions that Staff is trying to promote a "dark sky" ordinance and that is not true.

Councilmember Butler felt the lighting ordinance should not have a requirement forcing businesses to turn off some or all of their lighting at a specific time and the Committee agreed. Mr. Knotts said if new construction businesses owners are aware of lighting regulations up front, it will actually not cost a lot more to install proper switches and/or separate circuits so that lighting can be turned off. Ms. Connor said this requirement is in the current draft of the proposed lighting ordinance but because it has been very contentious, it was taken out of option two.

Ms. Connors said eliminating light glare over time is a quality of life issue and that is why cities develop lighting ordinances. She said information presented by Allen Consulting stated lower-quality lighting systems actually reduce contrast and visibility in areas where lighting is desired and if full cutoff fixtures are installed the result is a much better visibility of items and areas where lighting is desired. A full-cutoff system gives a higher light level and better quality of light while using fewer watts, resulting in lower operating costs. Ms. Connors felt once citizens could actually see the difference they would appreciate the reduction of light glare over time and it would become an expectation.

Mayor Rosenthal said OU and Moore Norman Technology Center (MNTC) are willingly using full-cutoff fixtures and felt it would be important to include as part of the discussion. She asked the Committee if the PC should have a single recommendation or having two to three options for Council consideration and the Committee said having at least two or more options might be best. Councilmember Griffith felt option three, full-cutoff fixtures with no retro-fit, would be a progressive direction for Norman to go and Councilmember Butler felt from discussions today, the Committee was leaning towards full-cutoff fixtures with no retro-fit.

Councilmember Cubberley requested clarification of the terms for retro-fits and Staff said if a business closes and the building remains empty for a few years; when a new business moves into the vacant building they can still use the currently installed lighting. Staff said all *new* fixtures and any old fixture(s) replaced because they are no longer viable must be retro-fitted to full-cutoff fixtures. Councilmember Cubberley said he can support a "no amortization period" requirement for existing businesses, but felt if a business closes and the building is vacant for a period of time, i.e., two to three years, an incoming new business should be required to retro-fit the lighting. The Committee agreed and asked Staff to share that information with the PC.

Mr. Knotts said the argument might be the City is causing financial hardship for a new business owner considering a move to Norman and Councilmember Cubberley said he understood that concept, but at the same time if the business is aware up front about Norman's lighting ordinance, the expectation of the requirement will be recognized that a retro-fit will need to be done in order to lease or buy the building.

Mayor Rosenthal said another issue to consider is commercial properties that abut residential property versus commercial properties that do <u>not</u> abut residential property, i.e., Bob Moore Nissan and Fowler Honda versus the Saxon Building. She wondered if commercial vacant properties met certain criteria such as not directly adjacent to residential property, only minor proximity to residential property, and/or consider the existing light conditions in and around the residential property overall, could there be a longer vacancy period therefore not being required to retro-fit the lighting in the same timeframe as those commercial vacant properties that <u>do</u> abut residential property. Councilmember Cubberley felt that would be a good compromise and the Committee agreed.

Mr. Doug Koscinski, Current Planning Manager, said when businesses are throwing 40 to 50 lumens per square foot from their property into the street right of way, there is occasionally a glare issue. He felt to only address the residential issue would not take care of the glare issue completely. Councilmember Griffith asked if the draft

lighting ordinance would address remodels and Ms. Connors said remodels would only be required to retro-fit any new fixture(s) installed to be full-cutoff fixture.

Mayor Rosenthal felt the idea of residential complaint system is not an option for the PC and Councilmember Cubberley said a lighting ordinance would need to have standards that are enforceable. The Committee agreed the PC should discuss all options at the November 18, 2010, meeting, bring forward all lighting option recommendations for Council to consider, and hold a public meeting/hearing to move the lighting issue forward.

Mr. Knotts said he is a Norman Chamber of Commerce (Chamber) member and asked the Committee if it would be appropriate for him to attend a Chamber meeting in order to provide information about the lighting ordinance in hopes of clearing up any misinformation. The Committee agreed since this topic is not on a Council meeting agenda yet it would be appropriate and he should present himself as a knowledgeable Chamber member rather than a Planning Commissioner. Councilmember Cubberley felt opposition is being driven from a point of view not necessarily based on factual information in attempt to derail the lighting ordinance or any changes to it.

The meeting adjourned at 9:28 a.m.

_____ _____

Attest: City Clerk Mayor

CITY COUNCIL AGENDA
APRIL 12, 2011

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

Item No. 34

Text File Number: R-1011-69 Amend 2

Introduced: 3/31/2011 by Jeff Bryant, City Attorney

Current Status: Non-Consent Item

Version: 1

Matter Type: Resolution

Title

REGARDING A SPECIAL ELECTION TO DETERMINE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORMAN AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2067 FOR THE TIME PERIOD OF JULY 1, 2010, TO JUNE 30, 2011, AS PROVIDED BY TITLE 11, OKLAHOMA STATUTES, SECTION 51-110, CONSIDERATION OF A MOTION TO MOVE FORWARD WITH NOTIFICATION TO THE CLEVELAND COUNTY ELECTION BOARD AFTER RECEIPT OF THE CLEVELAND COUNTY DISTRICT COURT'S RULING REGARDING BALLOT LANGUAGE IN CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L; OR IN THE ALTERNATIVE, TO APPEAL THE DECISION OF THE CLEVELAND COUNTY DISTRICT COURT REGARDING DETERMINATION OF THE BALLOT LANGUAGE IN CLEVELAND COUNTY DISTRICT COURT CASE NO. CV-2011-48-L.

ACTION NEEDED:

Option 1. Motion to move forward with notification of the Cleveland County Election Board no later than April 15, 2011, of a June 14, 2011, City wide election and provide newspaper notification no later than June 3, 2011.

or

Option 2. Motion to appeal the decision of the Cleveland County District Court regarding determination of the ballot language in Case No. CV-2011-48-L.

ACTION TAKEN: _____