City of Norman, OK

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

Meeting Agenda

Tuesday, July 26, 2011

6:30 PM

Municipal Building Council Chambers

City Council

Mayor Cindy Rosenthal
Council Member Roger Gallagher
Council Member Tom Kovach
Council Member Hal Ezzell
Council Member Carol Dillingham
Council Member Dave Spaulding
Council Member Jim Griffith
Council Member Linda Lockett
Council Member Dan Quinn

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

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1 Roll Call

2 Pledge of Allegiance

3 GID-1112-11 CONSIDERATION OF THE MINUTES AS FOLLOWS:

VOLUNTEERS RECOGNITION RECEPTION MINUTES OF JULY 5, 2011
CITY COUNCIL MINUTES OF JULY 5, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 5, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 5, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 5, 2011
CITY COUNCIL SPECIAL SESSION MINUTES OF JULY 12, 2011
CITY COUNCIL MINUTES OF JULY 12, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 12, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 12, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 12, 2011

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

ACTION TAKEN: _____

Attachments: July 5 Board and Commissions Minutes.doc
July 5 CC Minutes
July 12 Special Session Minutes.doc
July 12 CC Minutes

Awards and Presentations

4 **P-1112-2** PROCLAMATION NO. P-1112-02: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, AUGUST 2, 2011, AS "NATIONAL NIGHT OUT" IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-02 proclaiming Tuesday, August 2, 2011, as "National Night Out" in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: National Night Out Proclamation

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 41 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 **O-1011-59**

CONSIDERATION OF ORDINANCE NO. O-1011-59 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ORDINANCE NO. O-0910-25 TO ADJUST THE BOUNDARIES BY INCREASING THE AMOUNT OF AREA ALLOTTED TO OFFICE USES AND AMENDING THE SITE PLAN FOR LOT 1, BLOCK 1, SHAKLEE ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-59 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1011-59 Campus Crest
Campus Crest Prelim Site Plan
Campus Crest Location Map
Campus Crest Rezoning Staff Report
Campus Crest PUD Narrative
6-9-11 Campus Crest Minutes

7 **GID-1112-06**

CONSIDERATION OF PAYMENT OF FYE 2012 DUES ASSESSMENT IN THE AMOUNT OF $56,600 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2011, THROUGH JUNE 30, 2012.

ACTION NEEDED: Motion to approve or reject payment of FYE 2012 dues assessment in the amount of $56,600 to the Association of Central Oklahoma Governments through June 30, 2012.

ACTION TAKEN: _____

Attachments: ACOG Invoice

8 RPT-1112-2

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2011; AND DIRECTING THE FILING THEREOF.

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

ACTION TAKEN: _____

Attachments: Finance Report

9 RPT-1112-3

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

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

ACTION TAKEN: _____

10 **RPT-1112-1** SUBMISSION OF A FINAL REPORT FROM THE ENFORCEMENT AUTHORITY.

INFORMATION: In accordance with the requirements of Section 7.5-26(7) of the Code of the City of Norman, the above-described report is due within 90 days after the general election. Therefore, the report is submitted for City Council's consideration in order that acknowledgment of the receipt of the report may be noted in the minutes as a matter of permanent record.

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

ACTION TAKEN: _____

Attachments:
Final Report 2011.pdf
Educational mailer.pdf
December 16, 2010 minutes.pdf
February 25, 2011 Minutes.pdf
February 28, 2011 Minutes.pdf
March 4, 2011, minutes.pdf
April 15, 2011 Minutes.pdf
May 6, 2011 Minutes.pdf
July 1, 2011 Minutes.pdf

11 **K-1011-174** CONSIDERATION OF AWARDING OF BID NO. 1011-76, APPROVAL OF CONTRACT NO. K-1011-174 WITH CENTRAL CONTRACTING SERVICES, INC. IN THE AMOUNT OF $178,311.50; CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY $14,898.50; AND RESOLUTION NO. R-1011-62 FOR THE FYE 2012 CONCRETE PROJECTS AND BUDGET TRANSFERS.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to Central Contracting Services, Inc., in the amount of $178,311.50 as the lowest and best bidder meeting specifications; approve Contract No. K-1011-174 and Change Order No. One increasing the contract amount by $14,898.50; authorize execution of the contract and change order; authorize the Mayor to sign Performance Bond No. B-1011-100, Statutory Bond No. B-1011-101, and Maintenance Bond No. MB-1011-97 contingent upon the City Attorney's approval; adopt Resolution No. R-1011-62; and transfer $8,210 from Project No. EF0134, Fire Station No. 1 Repair, Construction (050-9677-419.61-01) to Project No. TC00245, Citywide Sidewalk Reconstruction Project, Construction (050-9052-431.61-01) in the amount of $1,464, Project TC0238, Sidewalk Accessibility Project, Construction (050-9316-431.61-01) in the amount of $5,363, and Project TC0246, Downtown Area Sidewalks and Curbs, Construction (050-9716-431.61-01) in the amount of $1,383.

ACTION TAKEN: _____

Attachments: Project Table & Budget
Bid Tab
Project Locations
K-1011-174
Perf B-1011-100
Stat B-1011-101
MB-1011-97
R-1011-62
PR Central Contracting

12 **GID-1112-12** CONSIDERATION OF THE RATIFICATION OF THE DECLARATION OF EMERGENCY REPAIRS IN THE AMOUNT OF $25,586 FROM STANDARD ROOFING COMPANY, INC., TO THE OUTSIDE RETURN AIR DUCTWORK FOR THE NORMAN PUBLIC LIBRARY DAMAGED IN THE JUNE 14, 2011, STORM EVENT AND BUDGET TRANSFER.

ACTION NEEDED: Motion to approve or reject ratification of the declaration of an emergency; and, if approved, direct payment in the amount of $25,586 to Standard Roofing Company, Inc., and transfer $20,000 from Project No. EF0020, Maintenance of Existing Facilities, Contingency (050-9677-419.61-01), and $12,568 from General Fund, 2% Reserve (010-1001-411.40.97) to Project No. EF1003, Building HVAC Mechanical, Construction (050-9540-419.61-01).

ACTION TAKEN: _____

Attachments: Emergency Authorization Memo.pdf
Quote from Standard Roofing Company.pdf
Quote from Allied Heat and Air.pdf
PR Standard Roofing
PR Allied

13 **E-1011-102** CONSIDERATION OF ACCEPTANCE OF EASEMENT NO. E-1011-102 (SIDEWALK AND UTILITY) DONATED BY DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE REAL PROPERTY TRUST FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Easement No. E-1011-102; and, if accepted, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-102

14 **E-1011-103** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-103 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY THE HOWARD FAMILY LIVING TRUST FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-103; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-103

15 **E-1011-104** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-104 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY SCOTT BETHEL FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-104; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-104

16 **E-1011-105** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-105 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY HIGINIO AND ELSA VENEGAS FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-105; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-105

17 **E-1011-106** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-106 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY ALEJANDRO AND HAYDEE VENEGAS FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-106; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-106

18 **E-1011-107** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-107 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY GEARY ODELL HUNT, SR., FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-107; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-107

19 **E-1011-108** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-108 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY TOM ABERCROMBIE FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-108; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-108

20 **E-1011-109** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-109 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY FLOYD INVESTMENTS, L.L.C., FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-109; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-109

21 **E-1011-110** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-110 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY JOHN SCOTT GREENE AND CYNTHIA GREENE FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-110; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-110

22 **E-1011-111** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-111 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY DENISE J. WOODARD FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-111; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN:
_____-

Attachments: Table of Easements
Site Map
E-1011-111

23 **E-1011-112** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-112 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY MARTHA L. HIGGINS FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-112; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-112

24 **E-1011-113** CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-113 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY LINDA ELLIS A/K/A LINDA ANN ELLIS FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-113; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____-

Attachments: Table of Easements
Site Map
E-1011-113

25 **E-1011-114** CONSIDERATION OF ACCEPTANCE OF A TEMPORARY EASEMENT NO. E-1011-114 (SIDEWALK AND DRIVEWAY CONSTRUCTION) FROM GARY D. EDGMON IN THE AMOUNT OF $1,200 FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-114; and, if accepted, direct the filing thereof with the City Clerk and payment for the easement.

ACTION TAKEN: _____

Attachments: Table of Easements
Site Map
E-1011-114
Requisition-E-1011-114

26 **COS-1011-8** CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1011-08 FOR COPPER TRAIL WITH A VARIANCE IN THE TEN (10) ACRE MINIMUM REQUIREMENTS FOR TRACTS 3 AND 4. (LOCATED ON THE EAST SIDE OF 72ND AVENUE N.E. APPROXIMATELY 1/2 MILE NORTH OF ALAMEDA STREET)

ACTION NEEDED: Motion to approve or reject Norman Rural Certificate of Survey No. COS-1011-08 with a variance in the ten (10) acre minimum requirements for Tracts 3 and 4; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Attachments:
Copper Trail Location
Copper Trail COS
Staff Report COS-1011-8
Predevelopment COS-1011-8
Flick GBC Comments
Flick GES
Copper Trail COS Minutes 6-11

27 **FP-1011-17** CONSIDERATION OF A FINAL PLAT FOR CARRINGTON PLACE ADDITION, SECTION 10, INCLUDING A REPLAT OF A PORTION OF COMMON OPEN SPACE "L" OF CARRINGTON PLACE ADDITION, SECTION 7. (LOCATED ONE HALF MILE WEST OF 36TH AVENUE N.W. AND ONE HALF MILE SOUTH OF FRANKLIN ROAD)

ACTION NEEDED: Motion to approve or reject the final plat for Carrington Place Addition, Section 10, including a replat of a portion of Common Open Space L of Carrington Place Addition, Section 7; and, if approved, accept the public dedications contained within the plat, authorize the Mayor to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a warranty deed for park land dedication requirements, and direct the filing of the final plat.

ACTION TAKEN: _____

Attachments: Location Map - Carrington Sec 10
Final Plat - Carrington Place Sec 10
Prelim Plat - Carrington Place
Staff Report
1-13-11 Minutes - Carrington Section 10

28 **GID-1112-05**

CONSIDERATION OF THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF $1,000 FROM THE CLEVELAND COUNTY CONSERVATION DISTRICT TO BE USED BY THE UTILITIES DEPARTMENT TO PURCHASE RAIN BARRELS TO BE GIVEN TO CITIZENS OF NORMAN DURING A RAIN BARREL WORKSHOP.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $1,000 from the Cleveland County Conservation District to be used by the Utilities Department to purchase rain barrels; and, if accepted, increase Other Revenue/Conservation Dist Grant (022-0000-334-13-67) by $1,000 and appropriate $1,000 to Other Supplies-Materials/Miscellaneous (022-5543-432-31-99).

ACTION TAKEN: _____

Attachments: Letter from Cleveland County Conservation
Invoice Rain Barrels

29 **GID-1112-13** CONSIDERATION OF THE ACCEPTANCE OF AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF $37,888 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE DEPARTMENT OF HOMELAND SECURITY TO BE USED BY THE FIRE DEPARTMENT TO PURCHASE A RESPIRATOR FIT TESTER AND FIFTEEN (15) DEFIBRILLATORS.

ACTION NEEDED: Motion to accept or reject an Assistance to Firefighters grant in the amount of $37,888 from the Federal Emergency Management Agency and the Department of Homeland Security to be used by the Fire Department to purchase a respirator fit tester and fifteen (15) defibrillators; and, if accepted, increase FEMA - Firefighter Assistance (022-0000-331.13-42) by $37,888 and appropriate $37,888 to Project GF0070, Fire Act Grant, Plant and Operating Equipment/Fire Firefighting Equipment (022-6449-422.51-13).

ACTION TAKEN: _____

Attachments: 2011 FF Assistance Grant Award

30 **SC-1112-1**

SPECIAL CLAIM NO. SC-1112-01: A CLAIM IN THE AMOUNT OF $1,708.72 SUBMITTED BY SOUTHWESTERN BELL TELEPHONE D/B/A AT&T OKLAHOMA FOR DAMAGES TO A TELEPHONE CABLE BY A STREET MAINTENANCE CREW WHILE CLEARING A DRAINAGE CHANNEL AT 6709 84TH AVENUE S.E.

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1112-01; and, if approved, direct payment in the amount of $1,708.72 contingent upon obtaining a Release and Covenant Not to Sue from Southwestern Bell Telephone Company d/b/a AT&T Oklahoma.

ACTION TAKEN: _____

Attachments: Staff Memo
Special Claim

31 **K-1011-152 Chg #1**

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-152: WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) DECREASING THE CONTRACT AMOUNT BY $1,972.61 FOR THE JEFFERSON - LONGFELLOW SAFE ROUTES TO SCHOOL PROJECT.

ACTION TAKEN: Motion to approve or reject Change Order No. One to Contract No. K-1011-152 with ODOT decreasing the contract amount by $1,972.61; and, if approved, authorize the execution thereof and transfer $7,000 from Project No. TC0240, Truman Elementary School Zone, Construction, (050-9082-431-6101) to Project No. TR0072, Longfellow-Jefferson Safe Routes, Construction (050-9082-431-6101).

ACTION TAKEN: _____

Attachments: Change Order 1 K-1011-152
Proposal from Rudy Construction
Letter to ODOT
Letter from ODOT
Location Map

32 **K-1112-5**

CONTRACT NO K-1112-05: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA/CART IN THE AMOUNT OF $310,500 FOR TRANSPORTATION SERVICES THROUGH JUNE 30, 2012.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-05 with the University of Oklahoma/CART; and, if approved, authorize execution of the contract and direct payment in the amount of $310,500.

ACTION TAKEN: _____

Attachments: K-1112-05
CART Stops

33 **K-1112-07**

CONTRACT NO. K-1112-07: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAPITOL DECISIONS, INC., IN THE AMOUNT OF $71,500 FOR CONSULTING AND ADVISORY SERVICES DURING FISCAL YEAR FYE 2012.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-07 with Capitol Decisions, Inc., in the amount of $71,500, and if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: CDI Contract K-1112-7 (7-15-11)

34 **K-1112-10**

CONTRACT NO. K-1112-10: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE STATE OF OKLAHOMA OFFICE OF JUVENILE AFFAIRS (OJA) TO ACCEPT FUNDING IN THE AMOUNT OF $238,644 FOR THE PURPOSE OF OPERATING A COMMUNITY INTERVENTION CENTER.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-10 with the State of Oklahoma Office of Juvenile Affairs to accept funding in the amount of $238,644 for the purpose of operating a Community Intervention Center; and, if approved, authorize the execution of the contract.

ACTION TAKEN: _____

Attachments: CIC-OJA Contract FY12

35 **K-1112-11**

CONTRACT NO. K-1112-11: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CROSSROADS YOUTH AND FAMILY CENTER, INC., IN THE AMOUNT OF $278,644 FOR THE OPERATION AND MAINTENANCE OF THE COMMUNITY INTERVENTION CENTER FROM JULY 1, 2011, THROUGH JUNE 30, 2012, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-11 with Crossroads Youth and Family Center, Inc., in the amount of $278,644 for the operation and maintenance of the Community Intervention Center from July 1, 2011, through June 30, 2012; and, if approved, authorize the execution of the contract and appropriate $40,000 from the General Fund Balance (010-0000-253.20-00) to Professional Services/Other Professional, Legal (010-2220-412.40-99).

ACTION TAKEN: _____

Attachments: CIC-Crossroads Contract FY12

36 **K-1112-14**

CONTRACT NO. K-1112-14: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND KIRKPATRICK ARCHITECTURAL STUDIO OF DENTON, TEXAS, IN THE AMOUNT OF $423,675 TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE DESIGN OF FIRE STATION NO. NINE LOCATED EAST OF THE INTERSECTION OF ALAMEDA STREET AND 24TH AVENUE N.E.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-14 in the amount of $423,675 with Kirkpatrick Architectural Studio; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Contract - Architect -station 9
Pert Excerpts Conf Minutes March 31 2009

37 **GID-1112-08**

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $54,725.78 REGARDING RODNEY BURTON VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-10900 F.

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 $54,725.78 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Attachment 1 - Court Award
Attachment 2 - Table
Attachment 3 Reqs

38 GID-1112-09

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $39,819.58 REGARDING HAROLD D. GLOVER VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2011-00538 R.

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 $39,819.58 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Attachment 1 - Order
Attachment 2 - Cost Breakdown
Purchase Requisitions - Glover

39 GID-1112-10

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $46,367.06 REGARDING JAMES SCOTT VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-07704 R.

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 $46,367.06 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Court Order
Attachment 2 - payments
Purchase Requisitions

40 **R-1112-13**

RESOLUTION NO. R-1112-13: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $10,000 FROM THE PARK LAND FUND BALANCE TO BE USED FOR PARTIAL COSTS TO CONSTRUCT A NEW BUILDING AT GRIFFIN PARK TO BE USED BY NORMAN YOUTH SOCCER ASSOCIATION.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-13.

ACTION TAKEN: _____

Attachments: R-1112-13
NYSA Soccer Letter
NYSA Building 1
NYSA Building 2

41 **R-1112-14**

RESOLUTION NO. R-1112-14: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $62,000 FROM THE PARK PORTION ROOM TAX FUND BALANCE FOR IMPROVEMENTS AT JOHN H. SAXON, JR., COMMUNITY PARK.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-14.

ACTION TAKEN: _____

Attachments: R-1112-14
Saxon Park Concept Plan
Recreational Trails Award Letter

Non-Consent Items

42 **O-1112-05**

ORDINANCE NO. O-1112-05: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 2, SECTION 2-103, COUNCIL ETHICS, BY ADDING SUBSECTION (A)(7) AND ADDING SUBSECTION (C), CONFLICT OF INTEREST; AND PROVIDING FOR THE SEVERABILITY THEREOF

ACTION NEEDED: Motion to adopt Ordinance No. O-1112-05 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to substitute Ordinance No. O-1112-05 adopted upon First Reading by title with Ordinance No. O-1112-05 dated July 20, 2012, included in the agenda book.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt Ordinance No. O-1112-05 upon Final Reading as a whole.

ACTION TAKEN: _____

Attachments: O-1112-05
O-1112-5 Annotated

43 **O-1112-06** ORDINANCE NO. O-1112-06: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 2, SECTION 2-101, BY ADDING SUBSECTION (E) REGARDING PLACEMENT OF ITEMS ON THE AGENDA AT COUNCILMEMBERS REQUEST; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-06 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to substitute Ordinance No. O-1112-06 adopted upon First Reading by title with Ordinance No. O-1112-06 dated July 20, 2012, included in the agenda book.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-06 upon Final Reading as a whole.

ACTION TAKEN: _____

Attachments: O-1112-6 Rules of Three Annotated 7-20-11.pdf
O-1112-6 Rules of Three Clean 7-20-11.pdf
Memorandum.pdf

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

45 **Adjournment**

City of Norman, OK

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

Master

File Number: GID-1112-11

File ID:	GID-1112-11	**Type:**	Minutes	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 3	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	07/19/2011
File Name:	Minutes			**Final Action:**	

Title: CONSIDERATION OF THE MINUTES AS FOLLOWS:

VOLUNTEERS RECOGNITION RECEPTION MINUTES OF JULY 5, 2011
CITY COUNCIL MINUTES OF JULY 5, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 5, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 5, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 5, 2011
CITY COUNCIL SPECIAL SESSION MINUTES OF JULY 12, 2011
CITY COUNCIL MINUTES OF JULY 12, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 12, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 12, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 12, 2011

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

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 3

Attachments: July 5 CC Minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

CITY OF NORMAN
VOLUNTEERS' RECOGNITION RECEPTION
MINUTES

July 5, 2011

The City Council of the City of Norman, Cleveland County, State of Oklahoma, attended a City of Norman Volunteers' Recognition Reception at 5:00 p.m. at the Norman Municipal Building on the 5th day of July, 2011, and notice of the reception was posted at the Municipal Building at 201 West Gray 48 hours prior to the event. The reception was open to those who service on the City's Boards, Commissions, and Committees as well as anyone with an interest. Although this reception was not a regularly scheduled meeting of Council a quorum of Council was present; therefore, a summary of the reception was recorded as required by the Open Meeting Act.

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

ABSENT: None

Mayor Rosenthal welcomed everyone and said the City is fortunate to have many volunteers who give of their time to serve their community by participating as members on the various City Boards, Commissions, and Committees. She recognized incoming and outgoing Councilmembers and identified members of Boards, Commissions, and Committees and commended all of them for their service to the City. The unselfish dedication of citizens willing to serve establishes the caliber of a community and Mayor Rosenthal, on behalf of Council and Staff, expressed appreciation for their loyal service.

The reception adjourned at 6:00 p.m.

ATTEST:

City Clerk

Mayor

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

July 5, 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 5th day of July, 2011, at 6:20 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
TARDY:	None

The Pledge of Allegiance was led by Mayor Rosenthal.

* * * * *

Item 3, being:

APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES OF JUNE 8, 2011
CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 14, 2011
CITY COUNCIL MINUTES OF JUNE 28, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF JUNE 28, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF JUNE 28, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JUNE 28, 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 Atkins;

Items submitted for the record
1. City Council Oversight minutes of June 8, 2011
2. City Council Special Session minutes of June 14, 2011
3. City Council minutes of June 28, 2011
4. Norman Utilities Authority minutes of June 28, 2011
5. Norman Municipal Authority minutes of June 28, 2011
6. Norman Tax Increment Finance Authority minutes of June 28, 2011

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

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

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

* * * * *

Item 4, being:

ADMINISTERING THE OATHS OF OFFICE TO AND SEATING OF COUNCILMEMBER-ELECT ROGER GALLAGHER, WARD 1; COUNCILMEMBER-ELECT HAL EZZELL, WARD 3; COUNCILMEMBER-ELECT DAVE SPAULDING, WARD 5, AND COUNCILMEMBER-ELECT LINDA LOCKETT, WARD 7.

Presiding Judge David Poarch administered Oaths of Office to the elected and reelected members of the City Council.

Thereupon, Councilmembers Gallagher, Ezzell, Spaulding, and Lockett were formally seated.

* * * * *

Item 5, being:

RESOLUTION NO. R-1112-01: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, EXTENDING APPRECIATION TO AL ATKINS FOR SERVING AS WARD ONE COUNCILMEMBER OF NORMAN, OKLAHOMA.

Councilmember Kovach moved that Resolution No. R-1112-01 be adopted, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Resolution No. R-1112-01

Participants in discussion
1. Mr. Al Atkins accepted the resolution and thanked the Council and others

and the question being upon adopting Resolution No. R-1112-01, a vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1112-01 was adopted.

* * * * *

Item 6, being:

RESOLUTION NO. R-1112-02: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, EXTENDING APPRECIATION TO RACHEL BUTLER FOR SERVING AS WARD FIVE COUNCILMEMBER OF NORMAN, OKLAHOMA.

Councilmember Kovach moved that Resolution No. R-1112-02 be adopted, which motion was duly seconded by Councilmember Griffith ;

Items submitted for the record
1. Resolution No. R-1112-02

Participants in discussion
1. Ms. Rachel Butler accepted the resolution and thanked the Council and others

and the question being upon adopting Resolution No. R-1112-02, a vote was taken with the following result:

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

The Mayor declared the motion carried and Resolution No. R-1112-02 was adopted.

* * * * *

Item 7, being:

RESOLUTION NO. R-1112-03: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, EXTENDING APPRECIATION TO DOUG CUBBERLEY FOR SERVING AS WARD SEVEN COUNCILMEMBER OF NORMAN, OKLAHOMA.

Councilmember Quinn moved that Resolution No. R-1112-03 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Resolution No. R-1112-03

Participants in discussion
1. Mr. Doug Cubberley accepted the resolution and thanked the Council and others

and the question being upon adopting Resolution No. R-1112-3, 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-1112-3 was adopted.

* * * * *

Item 8, being:

PRESENTATION OF A PLAQUE OF APPRECIATION FROM THE TOBACCO FREE CLEVELAND COUNTY COALITION TO DOUG CUBBERLEY IN RECOGNITION OF THIS WORK IN PROMOTING AND ESTABLISHING AN ORDINANCE PROHIBITING THE USE OF TOBACCO IN CITY OWNED PARKS.

Mr. Travis Humphrey, Chair of Tobacco Free Coalition for Cleveland County, presented a plaque of appreciation from Tobacco Free Cleveland County Coalition to Doug Cubberley in recognition of this work in promoting and establishing an ordinance prohibiting the use of tobacco in City owned parks.

Participants in discussion
1. Mr. Doug Cubberley accepted the plaque and thanked Mr. Humphrey

* * * * *

Item 9, being:

ELECTION OF A MAYOR PRO TEM.

Councilmember Kovach nominated Councilmember Quinn to serve as Mayor Pro Tem, which motion was duly seconded by Councilmember Dillingham; and there being no other nominations, a vote was taken with the following result:

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

The Mayor declared the motion carried and Councilmember Quinn was elected as Mayor Pro Tem.

* * * * *

Item 10, being:

ELECTION OF A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS BOARD OF DIRECTORS.

Councilmember Griffith nominated Councilmember Kovach to serve as the representative and Mayor Rosenthal to serve as alternate representative to the Association of Central Oklahoma Governments Board of Directors, which motion was duly seconded by Councilmember Dillingham; and there being no other nominations, a vote was taken with the following result:

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

The Mayor declared the motion carried and Councilmember Kovach was elected as the representative and Mayor Rosenthal elected as the alternate representative to the Association of Central Oklahoma Governments Board of Directors.

* * * * *

Item 11, being:

ELECTION OF A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE OKLAHOMA MUNICIPAL LEAGUE BOARD OF DIRECTORS.

Councilmember Quinn nominated City Manager Steve Lewis to serve as the representative, and Councilmember Griffith to serve as first alternate representative, and Councilmember Dillingham to serve as second alternate representative to the Oklahoma Municipal League Board of Directors, which motion was duly seconded by Councilmember Quinn;

Councilmember Gallagher called for a Point of Order. He said due to certain circumstances involving the interactions of the City of Norman and the efficacy of the Oklahoman Municipal League, he moved to table Item 11 until July 12, 2011, for further discussion, which motion was duly seconded by Councilmember Kovach; and the question being upon tabling Item 11 until July 12, 2011, a vote was taken with the following vote:

YEAS:	Councilmembers Ezzell, Gallagher, Kovach, Spaulding
NAYES:	Councilmembers Dillingham, Griffith, Lockett, Quinn, Mayor Rosenthal

The Mayor declared the motion failed and Item 11 was not tabled until July 12, 2011.

and there being no other nominations, a vote was taken with the following result:

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

The Mayor declared the motion carried and City Manager Steve Lewis was elected as the representative and City Manager Steve Lewis was elected as first alternate representative, and Councilmember Dillingham was elected as second alternate representative to the Oklahoma Municipal League Board of Directors.

* * * * *

** Due to confusion during the voting process brought to the Mayor's attention following the meeting, the Mayor exercised her privilege under Robert's Rule to obtain a correct expression of the will of the assembly and asked the City Manager to schedule this item on a future Council agenda to give Council an opportunity to vote on the item.

* * * * *

Item 12, being:

ELECTION OF A CITY COUNCILMEMBER TO SERVE ON THE BOARD OF TRUSTEES FOR THE CITY OF NORMAN RETIREMENT SYSTEM.

Councilmember Ezzell nominated Councilmember Spaulding to serve as the representative on the Board of Trustees for the City of Norman Retirement System, which motion was duly seconded by Councilmember Dillingham; and there being no other nominations, a vote was taken with the following result:

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

The Mayor declared the motion carried and Councilmember Spaulding was elected as the representative to serve on the Board of Trustees for the City of Norman Retirement System.

* * * * *

Item 13, being:

ELECTION OF A REPRESENTATIVE TO SERVE AS AN EX-OFFICIO MEMBER OF THE NORMAN CONVENTION AND VISITORS BUREAU BOARD OF DIRECTORS.

Councilmember Dillingham nominated Councilmember Lockett to serve as an ex-officio member of the Norman Convention and Visitors Bureau Board of Directors, which motion was duly seconded by Councilmember Quinn; and there being no other nominations, a vote was taken with the following result:

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

The Mayor declared the motion carried and Councilmember Lockett was elected as an ex-officio member of the Norman Conventions and Visitors Bureau Board of Directors.

* * * * *

MISCELLANEOUS DISCUSSION

Acknowledging Outgoing and Incoming Councilmembers. Councilmember Quinn thanked Councilmember Atkins for all that he done as a City Councilmember these past two years. He said Councilmember Atkins brought a different perspective from his management experience in a large corporation and brought respect to the City during his time co-chairing the Operation Oklahoma Committee. He said Councilmember Butler had provided leadership and insight to him when he first became a Councilmember regarding greenbelt, transportation, and water issues. He said Councilmember Cubberley was his "right-hand" guy and had been a great source of knowledge and experience as a Councilmember. He said Councilmember Cubberley had not been a part time Councilmember but had participated in every area with ideas and thoughts. He said he had Councilmember Cubberley's telephone number and would be calling. He presented a small stop sign to Councilmember Cubberley symbolizing efforts to get a stop sign installed at George and Stinson.

Councilmember Lockett thanked all three outgoing Councilmembers and said she appreciated all the work they had done to make the City a better place to live. She thanked Councilmember Cubberley for answering all of her questions. She thanked everyone that helped elect her and hoped they would be pleased with what she accomplishes as a Councilmember.

Miscellaneous Discussion, continued:

Councilmember Griffith said Councilmember Atkins had not had enough time as a Councilmember. He said he was outspoken and always had something insightful to say at the meetings about issues and would be missed. He said Councilmember Butler was his "right-hand" guy, her opinions and perspectives about questions had have been extremely helpful, and he deeply respected what she had done for this Council. He said the first time he came to a City Council meeting and listened to Councilmember Cubberley express his opinions, he wondered what had he gotten himself into. He said when he was seated beside him, he experienced the passion Councilmember Cubberley had for the City and the community and is hoped he would be able to maintain the same level of passion.

Councilmember Spaulding thanked family, friends, and constituents for attending the meeting this evening, especially his wife. He thanked the voters of Ward Five for choosing him to represent them. He said he looked forward to serving and asked that everyone keep Council and himself in their prayers.

Councilmember Dillingham pointed out that this Council had maintained absolute independence. She said she had attended many meetings that needed to move forward in a positive manner where there was so much discourse and sharing of real divergent points of view. She said Councilmember Atkins had been able to keep his ears and mind open on each issue. She said when anyone needed to find out information about an issue, Councilmember Butler was the one to get the information quickly. She said Councilmember Spaulding has some large shoes to fill in terms of bringing the government to Ward Five. She said the most difficult thing to do is make this government work for the citizens and it was really hard for those in the rural areas. She said Councilmember Butler individualized the service to the constituents by moving ward meetings out to the Little Axe Community Center and by working for an Eastside Fire Station and Recycling Center. She said Councilmember Cubberley has a passion for his constituents, his clients, and family. She said she was proud to call him her friend. She said she will miss all of them and looks forward to seeing them again.

Councilmember Ezzell thanked Councilmembers Atkins, Butler, and Cubberley for their service to the City and that it had been a pleasure to get to know all of them. He welcomed Councilmembers Lockett, Spaulding, and Gallagher to the Council and looked forward to getting to know all of them.

Councilmember Kovach said Councilmember Cubberley had mentioned working 20 hours a week as a minimum and that comes to approximately 10,040 hours which is 433 consecutive days volunteered to this community which is a great sacrifice. He said Councilmember Cubberley's greatest gift to the City was when he worked with Councilmember Thompson and Dillingham to bring forward the Public Safety Sales Tax vote. He said this has brought forward an excellent Community Oriented Policing Program as well as increased fire and police protection. He said he was impressed by the way Councilmember Butler dug into the issues and how much extra information she brought back and shared with Council which helped them to understand issues better. He said he would always remember her work on transportation since transportation is fundamental to all of us. He said she did a great job in growing the Mass Transit program and emphasized its importance as it is some citizens only means of transportation. He said he looked forward to hearing Councilmember Atkins' perspective on the other side of the dais. He welcomed and congratulated the new Councilmembers and said government in its most perfect form is municipal government because it is so close to the people. He quoted excerpts from the Declaration of Independence. He said new Councilmembers will experience governing with the people's consent and what it is like to balance rights with the needs of the community, even those with a contrary interest or viewpoint, to create a quality of life in Norman for our entire community. He said his predecessor, Mr. Richard Stawicki, encouraged him to check things out for himself and not to take things for granted. He urged new Councilmembers to listen with an open mind, speak with their heart, and ask questions. He looks forward to working with them together to make a difference for our community.

Councilmember Gallagher wished outgoing Councilmembers good luck and hoped he would see them now and then so he could listen to some of their good ideas. He apologized to residents of Oakhurst neighborhood because he missed the picnic on July 2nd. He said he had good support in his campaign and thanked all those who helped him. He said his committee knocked on approximately 1,500 doors in five neighborhoods. He said he had heard some of the same ideas that he had and been given some new ideas. He said public safety, code enforcement, and parking problems are problems that do not seem to go award and the budget was another serious consideration for Council. He said he wants Ward One to five their comments and ideas, come to the meetings, and volunteer for boards and commissions.

Miscellaneous Discussion, continued:

Mayor Rosenthal welcomed Councilmembers Lockett, Spaulding, and Gallagher and looks forward to working with them on many issues. She said in the Political Science world there are many legislative styles and one distinction often made is between "work horses" and "show horses". She said Councilmembers Atkins, Butler, and Cubberley were "work horses" because they have rolled up their sleeves and worked hard on many issues. She said it is not about the fancy speeches or the accolades at the end but about the hard work at the beginning. She said they had been a good example for all of Council because they represent the importance of listening to constituents and to each other and that is a critical attribute in finding consensus and working together. She said Councilmember Butler would often find documents providing insight into issues and provide them to Council and that will be missed. She said Councilmember Cubberley had made a career of staying focused and being the conscience of Council on finance issues while Councilmember Butler stayed focused on transportation, storm water, and water quality issues. Councilmember Atkins represented independence. She said she will miss their good service. She recognized the families of outgoing Councilmembers for their sacrifices.

*

Shop Norman. Councilmember Quinn said he would be remiss if he did not remind everyone to "Shop Norman."

* * * * *

ADJOURNMENT

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

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

The Mayor declared the motion carried and the meeting was adjourned at 7:14 p.m.

ATTEST:

City Clerk

Mayor Pro Tem

CITY COUNCIL SPECIAL SESSION MINUTES

July 12, 2011

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session at 5:30 p.m. in the Municipal Building Conference Room on the 12th day of July, 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 Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn
ABSENT:	Mayor Rosenthal

Item 1, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-181 WITH RMD HOLDINGS, LTD., D/B/A NATIONWIDE CONSTRUCTION GROUP DECREASING THE CONTRACT AMOUNT BY $114,518.30 FOR THE CONSTRUCTION OF A COMPRESSED NATURAL GAS FAST FILL AND SLOW FILL PUBLIC FUELING FACILITY.

Item 2, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-182 WITH TULSA GAS TECHNOLOGIES, INC., DECREASING THE CONTRACT AMOUNT BY $10,500 FOR THE INSTALLATION OF COMPRESSED NATURAL GAS (CNG) FAST FILL AND SLOW FILL EQUIPMENT.

Mr. Shawn O'Leary, Director of Public Works, said the new CNG Fueling Facility is located at the intersection of Goddard Avenue and Highway 77 (Flood Avenue). He provided an overview of the new facility which also will continue to provide unleaded and diesel fuel. He said on April 26, 2011, City Council awarded bids for the purchase of the equipment for the facility which was over $900,000. Council will consider the bids this evening for the site work which includes paving, fencing, and canopies and the installation of the equipment. He said the bid from Nationwide Construction Group for the site work was in the amount of $527,369 which was over the budget of $410,000. He said Mr. John Bolte, Small Arrow Engineering, had recommended value engineering and items were reduced or taken out of the project equaling a 22% reduction in cost. He said Change Order No. One decreases the contract amount by $114,518.30 by reducing the length of masonry enclosure wall and composite fence, reducing the size of the canopy and concrete slab; eliminating the fiber optic interconnect; and providing installation of the equipment carports by City forces. He said the change order brings the bid to $412,851.18.

He said the low bid for the equipment installation was from Tulsa Gas Technologies, Inc., was $133,730. He said there had been a minor error in the bid proposal which duplicated an item and a deduct Change Order was required of $10,500. He said total costs for the CNG Facility to date are $1,652,033 which is 0.92% over the budget of $1,636,986. He said the American Recovery and Reinvestment Act (ARRA) stimulus grant funds are being used for the Fast Fill Fueling Station and Association of Central Oklahoma Governments (ACOG) grants funds are being used for the Slow Fill side of the fueling station with a cost breakdown of 70% grant funds and 30% City funds. He said some of the benefits of this station were possible excise tax rebates and the potential of a $1.3 million savings for the City as well as the ability to partner with other agencies in Norman like Norman Public Schools, Cleveland County, the University of Oklahoma, and other municipalities. He said the project should begin July 15, 2011, and open in October, 2011.

Councilmember Gallagher asked if elimination of the fiber optic line would limit or curtail what was originally planned. Mr. John Bolte, Small Arrow Engineering, said the fiber optic interconnect was approximately a $40,000 item and the other option was to have the traditional telephone service with DSL which allows card readers to communicate. He said a conduit would be stubbed out to allow access at a later date. Councilmember Gallagher asked if the change in walls and the fences would decrease security. Mr. Bolte said the fences were shifted into a different configuration to save distance, the masonry wall was shifted and replaced with a composite wall, and there would be no security issues from these changes. He said City forces would be able to some of the work reducing costs. He said the canopy was reduced by six feet and a different vendor was used with a much lower price.

Items submitted for the record

1. Text File No. K-1011-181 dated July 1, 2011 by Mike White, Fleet Superintendent
2. Change Order No. One to Contract No. K-1011-181
3. Text File No. K-1011-182 with attached CNG equipment installation budget
4. Change Order No. Two to Contract No. K-1011-182

* * * * *

Item 3, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(2) TO DISCUSS NEGOTIATIONS REGARDING EMPLOYEES AND REPRESENTATIVES OF EMPLOYEE GROUPS.

Councilmember Ezzell moved that the Special Session be adjourned out of and an Executive Session be convened into as authorized by Oklahoma Statutes Title 25 § 307(B)(2) to discuss negotiations regarding employees and representatives of employee groups, which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning out of the Special Session and convening into an Executive Session as authorized by Oklahoma Statutes Title 25 § 307(B)(2) to discuss negotiations regarding employees and representatives of employee groups, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened into as authorized by Oklahoma Statutes Title 25 § 307(B)(2) to discuss negotiations regarding employees and representatives of employee groups.

The City Council adjourned into Executive Session at 5:48 p.m. Mr. Steve Lewis, City Manager; Mr. Jeff Bryant, City Attorney; Ms. Gala Hager, Director of Human Resources; and Mr. Michael Bates, Labor Relations Consulting Services; were in attendance at the Executive Session.

Mayor Pro Tem Quinn acknowledged return to Open Session.

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

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

The Mayor declared the motion carried and the Special Session was reconvened at 6:24 p.m.

The Mayor said negotiations regarding employees and representatives of employee groups was discussed in Executive Session. No action was taken and no votes were cast.

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ADJOURNMENT

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

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

The Mayor Pro Tem declared the motion carried and the meeting was adjourned at 6:25 p.m.

ATTEST:

City Clerk

Mayor

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

July 12, 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 12th day of July, 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 Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn
ABSENT:	Mayor Rosenthal

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

* * * * *

Item 3, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 6 through Item 22 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Griffith; and the question being upon the placement on the consent docket by unanimous vote of Item 6 through Item 22, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and Item 6 through Item 22 were placed on the consent docket by unanimous vote.

* * * * *

Items 4 and 5 were considered after Item 26.

* * * * *

Item 6, being:

SUBMISSION OF THE NORMAN REGIONAL HOSPITAL 2012 BUDGET.

Councilmember Kovach moved that receipt of the Norman Regional Hospital 2012 Budget be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. RPT-1011-44 dated May 23, 2011, by Brenda Hall, City Clerk
2. Letter dated June 28, 2011, from David Whitaker, FACHE, President and Chief Operating Officer, Norman Regional Health System, to Mrs. Brenda Hall, City Clerk
3. Norman Regional Health System FYE 2012 Operating Budget
4. Norman Regional Health System FY 2012 Budgeted Volumes

and the question being upon acknowledging receipt of the Norman Regional Hospital 2012 Budget and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and receipt of the Norman Regional Hospital 2012 Budget acknowledged; and the filing thereof was directed.

* * * * *

Item 7, being:

CONSIDERATION OF A REQUEST FROM THE NORMAN HOUSING AUTHORITY TO WAIVE THE FEE IN LIEU OF TAXES PAYMENT IN THE AMOUNT OF $8,587.24 FOR 2010.

Councilmember Kovach moved that the request from the Norman Housing Authority to waive the fee in lieu of taxes payment in the amount of $8,587.24 for 2010 be approved, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. GID-1112-01 dated June 28, 2011, by Brenda Hall, City Clerk
2. Letter of request dated February 15, 2011, from Karen S. Canavan, Executive Director, Norman Housing Authority, to Mayor Cindy S. Rosenthal
3. Computation of Payments in Lieu of Taxes for Fiscal Year Ended June 30, 2010, for the Norman Housing Authority prepared by the United States Department of Housing and Urban Development Office of Public and Indian Housing

Participants in discussion
1. Mr. Steve Lewis, City Manager
2. Mr. Jeff Bryant, City Attorney

and the question being upon approving the request from the Norman Housing Authority to waive the fee in lieu of taxes payment in the amount of $8,587.24 for 2010, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and the request from the Norman Housing Authority to waive the fee in lieu of taxes payment in the amount of $8,587.24 for 2010 was approved.

* * * * *

Item 8, being:

CONSIDERATION OF AWARDING BID NO. 1011-80; APPROVAL OF CONTRACT NO. K-1011-181 WITH RMD HOLDINGS, LTD., D/B/A NATIONWIDE CONSTRUCTION GROUP IN THE AMOUNT OF $527,369.48 AND CHANGE ORDER NO. ONE DECREASING THE CONTRACT AMOUNT BY $114,518.30 FOR THE CONSTRUCTION OF A COMPRESSED NATURAL GAS FAST FILL AND SLOW FILL PUBLIC FUELING FACILITY AND ADOPTION OF RESOLUTION NO. R-1011-132.

Councilmember Kovach moved that all bids meeting specifications be accepted; the bid in the amount of $527,369.48 be awarded to RMD Holdings, LTD., d/b/a Nationwide Construction Group as the lowest and best bidder meeting specifications; Contract No. K-1011-181 and Change Order No. One decreasing the contract amount by $114,5128.30 be approved; the Mayor be authorized to execute the contract and change order and sign Performance Bond No. B-1011-110, Statutory Bond No. B-1011-111, and Maintenance Bond No. MB-1011-103 contingent upon the City Attorney's approval, and Resolution No. R-1011-132 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1011-181 dated June 29, 2011, by Mike White, Fleet Superintendent
2. Bid record dated June 9, 2011, for CNG Site Package, Part A-Fast Fill Site Page and Part B Slow Fill Site Package
3. Contract No. K-1011-181
4. Change Order No. One to Contract No. K-1011-181
5. Resolution No. R-1011-132
6. Purchase Requisition No. 0000188812 dated July 7, 2011, in the amount of $412,851.18 to Nationwide Construction Group

Participants in discussion
1. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions
2. Mr. Shawn O'Leary, Director of Public Works
3. Mr. Anthony Francisco, Director of Finance

Item 8, continued:

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

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

The Mayor Pro Tem declared the motion carried and all bids meeting specifications accepted; the bid in the amount of $527,369.48 was awarded to RMD Holdings, LTD., d/b/a Nationwide Construction Group as the lowest and best bidder meeting specifications; Contract No. K-1011-181 and Change Order No. One decreasing the contract amount by $114,5128.30 were approved; the Mayor was authorized to execute the contract and change order and sign Performance Bond No. B-1011-110, Statutory Bond No. B-1011-111, and Maintenance Bond No. MB-1011-103 contingent upon the City Attorney's approval; and Resolution No. R-1011-132 was adopted.

* * * * *

Item 9, being:

CONSIDERATION OF AWARDING BID NO. 1011-81 AND APPROVAL OF CONTRACT NO. K-1011-182 WITH TULSA GAS TECHNOLOGIES, INC., IN THE AMOUNT OF $133,730; CHANGE ORDER NO. ONE DECREASING THE CONTRACT AMOUNT BY $10,500 FOR THE INSTALLATION OF COMPRESSED NATURAL GAS (CNG) FAST FILL AND SLOW FILL STATION EQUIPMENT, ADOPTION OF RESOLUTION NO. R-1011-138, AND BUDGET APPROPRIATION.

Councilmember Kovach moved that all bids meeting specifications be accepted; the bid in the amount of $133,730 be awarded to Tulsa Gas Technologies, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1011-182 and Change Order No. One decreasing the contract amount by $10,500 be approved; the Mayor be authorized to execute the contract and change order and sign Performance Bond No. B-1011-112, Statutory Bond No. B-1011-113, and Maintenance Bond No. MB-1011-104 contingent upon the City Attorney's approval; Resolution No. R-1011-138 be adopted; and $14,558 be appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0071, CNG Facility Fast Fill Station, Construction (050-9381-431.61-01), which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1011-182 dated July 1, 2011 by Mike White, Fleet Superintendent, with attached table of the CNG Equipment Installation Budget
2. Bid record dated June 9, 2011, for Part A, Fast Fill Equipment Installation, and Part B, Slow Fill Equipment Installation
3. Contract No. K-1011-182
4. Change Order No. One to Contract No. K-1011-182
5. Resolution No. R-1011-138
6. Purchase Requisition No. 0000188817 dated July 7, 2011, in the amount of $123,230 to Tulsa Gas Technologies, Inc.

Participants in discussion

1. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions
2. Mr. Shawn O'Leary, Director of Public Works
3. Mr. Anthony Francisco, Director of Finance

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

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

The Mayor Pro Tem declared the motion carried and all bids meeting specifications accepted; the bid in the amount of $133,730 was awarded to Tulsa Gas Technologies, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1011-182 and Change Order No. One decreasing the contract amount by $10,500 were approved; the Mayor was authorized to execute the contract and change order and sign Performance Bond No. B-1011-112, Statutory Bond No. B-1011-113, and Maintenance Bond No. MB-1011-104 contingent upon the City Attorney's approval, Resolution No. R-1011-138 was adopted; and $14,558 was appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0071, CNG Facility Fast Fill Station, Construction (050-9381-431.61-01).

* * * * *

Item 10, being:

CONSIDERATION OF ACCEPTANCE OF EASEMENT NO. E-1011-118 DONATED BY THE UNIVERSITY OF OKLAHOMA FOR THE CITY OF NORMAN COMPRESSED NATURAL GAS (CNG) FUELING FACILITY AND TO ALLOW PERMANENT ACCESS TO GODDARD STREET.

Councilmember Kovach moved that Easement No. E-1011-118 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. E-1011-118 dated July 5, 2011, by Mike White, Fleet Superintendent
2. Letter dated June 1, 2011, from Michael Moorman, Director, Architectural and Egineering Services, the University of Oklahoma, to Mr. Shawn O'Leary, P.E., CFM, Director of Public Works
3. Easement No. E-1011-118 with Exhibit "A," legal description and location map

and the question being upon accepting Easement No. E-1011-118 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and Easement No. E-1011-118 accepted; the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 11, being:

CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-119 DONATED BY THE UNIVERSITY OF OKLAHOMA FOR THE CITY OF NORMAN COMPRESSED NATURAL GAS (CNG) FUELING FACILITY.

Councilmember Kovach moved that Temporary Easement No. E-1011-119 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. E-1011-119 dated July 5, 2011, by Mike White, Fleet Superintendent
2. Letter dated June 1, 2011, from Michael Moorman, Director, Architectural and Egineering Services, the University of Oklahoma, to Mr. Shawn O'Leary, P.E., CFM, Director of Public Works
3. Temporary Easement No. E-1011-119 with Exhibit "A," legal description and location map

and the question being upon accepting Temporary Easement No. E-1011-119 and upon the subsequent directive, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and Temporary Easement No. E-1011-119 accepted; the filing thereof with the City Clerk was directed.

* * * * *

Item 12, being:

CONSIDERATION OF THE RELEASE OF CASH SURETIES FOR DEFERRED CONSTRUCTION OF PAVING AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH TECUMSEH ROAD BUSINESS PARK ADDITION, SECTION 1, A PLANNED UNIT DEVELOPMENT, AND THE AMENDED FINAL PLAT FOR TECUMSEH ROAD BUSINESS PARK ADDITION.

Councilmember Kovach moved that the release of the owner's obligation for deferred construction of paving and sidewalk improvements be approved and the return of Certificate of Deposit No. 16179 in the amount of $29,777 and Certificate of Deposit No. 23504 in the amount of $16,715.50 be directed to the owner, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. GID-1112-02 dated June 28, 2011, by Ken Danner, Development Manager
2. Location map
3. Aerial map
4. Letter of request dated May 9, 2011, from Gail Armstrong, President, Gail Armstrong Construction, Inc., to Mr. Ken Danner, Development Manager
5. Certificate of Deposit No. 16179 issued March 19, 1998, in the amount of $29,777 from Gail Armstrong Construction, Inc.
6. Certificate of Deposit No. 23504 issued March 30, 1999, in the amount of $16,715.50 from Gail Armstrong Construction, Inc.
7. Pertinent excerpts from City Council minutes of October 14, 1997, and March 23, 1999

and the question being upon approving the release of the owner's obligation for deferred construction of paving and sidewalk improvements and upon the subsequent directive, a vote was taken with the following vote:

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

The Mayor Pro Tem declared the motion carried and the release of the owner's obligation for deferred construction of paving and sidewalk improvements approved; and the return of Certificate of Deposit No. 16179 in the amount of $29,777 and Certificate of Deposit No. 23504 in the amount of $16,715.50 was directed to the owner.

* * * * *

Item 13, being:

CONSIDERATION OF THE RELEASE OF CASH SURETY FOR DEFERRED CONSTRUCTION OF PAVING AND SIDEWALK IMPROVEMENTS ON EAST ROCK CREEK ROAD IN CONNECTION WITH WINDSTONE ADDITION.

Councilmember Kovach moved that the release of the owner's obligation for deferred construction of paving and sidewalk improvements be approved and the return of Certificate of Deposit No. 20924 in the amount of $25,969.50 be directed to the owner, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. GID-1112-03 dated June 28, 2011, by Ken Danner, Development Manager
2. Location map
3. Aerial map
4. Certificate of Deposit No. 20924 issued April 10, 2002, in the amount of $25,969.50 from Sassan K. Moghadam
5. Email dated April 26, 2011, from Sassan Moghadam, Precision Builders, L.L.C., to Ken Danner
6. Pertinent excerpts from City Council minutes of June 12, 2001

Item 13, continued:

and the question being upon approving the release of the owner's obligation for deferred construction of paving and sidewalk improvements and upon the subsequent directive, a vote was taken with the following vote:

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

The Mayor Pro Tem declared the motion carried and the release of the owner's obligation for deferred construction of paving and sidewalk improvements approved; and the return of Certificate of Deposit No. 20924 in the amount of $25,969.50 was directed to the owner.

* * * * *

Item 14, being:

AMENDMENT NO. TWO TO CONTRACT NO. K-0607-122: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PROFESSIONAL ENGINEERING CONSULTANTS, P.A., INCREASING THE AMOUNT BY $59,910 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE HIGH PRESSURE PLANE UPGRADE FOR THE WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT, SEGMENT A.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Amendment No. Two to Contract No. K-0607-122 with Professional Engineering Consultants, P.A., increasing the contract amount by $59,910 be approved and the execution thereof be authorized, which motion was duly seconded by Trustee Griffith;

Items submitted for the record

1. Text File No. K-0607-122, Amendment No. 2, dated June 29, 2011, by Mark Daniels, Utilities Engineer
2. Amendment No. Two to Contract No. K-0607-122 with Attachment A, Schedule; Attachment B, Scope of Services; and Attachment C, Method of Payment
3. Location map
4. Purchase Order No. 144118 dated March 12, 2007, in the amount of $88,960 adding Amendment No. One in the amount of $26,995 and Amendment No. Two in the amount of $59,510 for a total contract price of $175,465

and the question being upon approving Amendment No. Two to Contract No. K-0607-122 with Professional Engineering Consultants, P.A., increasing the contract amount by $59,910 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Trustees Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Vice-Chairman Quinn
NAYES:	None

The Vice-Chairman declared the motion carried and Amendment No. Two to Contract No. K-0607-122 with Professional Engineering Consultants, P.A., increasing the contract amount by $59,910 approved; and the execution thereof was authorized.

* * * * *

Item 15, being:

AMENDMENT NO. TWO TO CONTRACT NO. K-0809-44: BY AND BETWEEN THE CITY OF NORMAN AND SAIC ENERGY, ENVIRONMENT AND INFRASTRUCTURE, L.L.C., (FORMERLY BENHAM GROUP, L.L.C.) INCREASING THE CONTRACT AMOUNT BY $3,060 FOR ADDITIONAL ENGINEERING DESIGN SERVICES FOR THE HIGHWAY 77 (CLASSEN BLVD) AND IMHOFF ROAD INTERSECTION IMPROVEMENTS PROJECT.

Councilmember Kovach moved that Amendment No. Two to Contract No. K-0809-44 with SAIC Energy, Environment, and Infrastructure, L.L.C., (formerly Benham Group, L.L.C.) increasing the contract amount by $3,060 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-0809-44, Amendment No. 2, dated June 28, 2011, by John Clink, Capital Projects Engineer
2. Amendment No. Two to Contract No. K-0809-44 with Attachment A-2, Scope of Services, and Exhibit A2.2, Fee Proposal
3. Location map
4. Purchase Requisition No. 0000187979 dated June 20, 2011, in the amount of $3,060, to SAIC Energy, Environment, and Infrastructure, L.L.C.

and the question being upon approving Amendment No. Two to Contract No. K-0809-44 with SAIC Energy, Environment, and Infrastructure, L.L.C., (formerly Benham Group, L.L.C.) increasing the contract amount by $3,060 and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor ProTem Quinn

NAYES: None

The Mayor Pro Tem declared the motion carried and Amendment No. Two to Contract No. K-0809-44 with SAIC Energy, Environment, and Infrastructure, L.L.C., (formerly Benham Group, L.L.C.) increasing the contract amount by $3,060 approved; and the execution thereof was authorized.

* * * * *

Item 16, being:

CONTRACT NO. K-1112-01: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICES, WILDLIFE SERVICES IN THE AMOUNT OF $12,500 FOR THE CONTROL OF AQUATIC RODENTS.

Councilmember Kovach moved that Contract No. K-1112-01 with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services in the amount of $12,500 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1112-01 dated June 28, 2011, by Greg Hall, Street Superintendent
2. Contract No. K-1112-01
3. Purchase Requisition No. 0000188632 dated July 1, 2011, in the amount of $12,500 to United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services

and the question being upon approving Contract No. K-1112-01 with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services in the amount of $12,500 and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn

NAYES: None

The Mayor Pro Tem declared the motion carried and Contract No. K-1011-4 with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services in the amount of $12,500 approved; and the execution thereof was authorized.

* * * * *

Councilmember Dillingham asked that she be allowed to abstain from voting on Item 17 due to a conflict of interest. Thereupon, Councilmember Ezzell moved that Councilmember Dillingham be allowed to abstain from voting on Item 17 due to a conflict of interest, which motion was duly seconded by Councilmember Griffith; and the question being upon allowing Councilmember Dillingham to abstain from voting on Item 17 due to a conflict of interest, a vote was taken with the following result:

YEAS:	Councilmembers Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn
NAYES:	None
ABSTAIN:	Councilmember Dillingham

The Mayor Pro Tem declared the motion carried and Councilmember Dillingham was allowed to abstain from voting on Item 17 due to a conflict of interest.

* * * * *

Item 17, being:

CONTRACT NO. K-1112-02: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE BOARD OF CLEVELAND COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA, FOR A COOPERATIVE INTERLOCAL AGREEMENT FOR THE MAINTENANCE, CONSTRUCTION, AND REPAIR OF SECTION LINE ROADS WITHIN THE CITY OF NORMAN THROUGH JUNE 30, 2012.

Councilmember Kovach moved that Contract No. K-1112-02 with the Board of Cleveland County Commissioners, Cleveland County, Oklahoma, through June 30, 2012, be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-02 dated June 28, 2011, by Greg Hall, Street Superintendent
2. Contract No. K-1112-02

and the question being upon approving Contract No. K-1112-02 with the Board of Cleveland County Commissioners, Cleveland County, Oklahoma, through June 30, 2012, and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn
NAYES:	None
ABSTAIN:	Councilmember Dillingham

The Mayor Pro Tem declared the motion carried and Contract No. K-1112-02 with the Board of Cleveland County Commissioners, Cleveland County, Oklahoma, through June 30, 2012, approved; and the execution thereof was authorized.

* * * * *

Item 18, being:

CONTRACT NO. K-1112-03: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE OKLAHOMA WATER RESOURCES BOARD AND THE UNITED STATES GEOLOGICAL SURVEY IN THE AMOUNT OF $5,600 FOR THE MUSTANG ROAD AND INTERSTATE 35 (I-35) RIVER GAUGING STATIONS ALONG THE SOUTH CANADIAN RIVER THROUGH JUNE 30, 2012.

Acting as the City Council and the Norman Utilities Authority, Councilmember Kovach moved that Contract No. K-1112-03 with the Oklahoma Water Resources Board and the United States Geological Survey in the amount of $5,600 through June 30, 2012, be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-03 dated June 27, 2011, by Mark Daniels, Utilities Engineer
2. Contract No. K-1112-03 with attached program description
3. Purchase Requisition No. 0000188843 dated July 7, 2011, in the amount of $5,600 to Oklahoma Water Resources Board

Item 18, continued:

and the question being upon approving Contract No. K-1112-03 with the Oklahoma Water Resources Board and the United States Geological Survey in the amount of $5,600 through June 30, 2012, and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and Contract No. K-1112-03 with the Oklahoma Water Resources Board and the United States Geological Survey in the amount of $5,600 through June 30, 2012, approved; and the execution thereof was authorized.

* * * * *

Mayor Pro Tem Quinn asked that he be allowed to abstain from voting on Item 19 due to a conflict of interest. Thereupon, Councilmember Ezzell moved that Mayor Pro Tem Quinn be allowed to abstain from voting on Item 19 due to a conflict of interest, which motion was duly seconded by Councilmember Griffith; and the question being upon allowing Mayor Pro Tem Quinn to abstain from voting on Item 19 due to a conflict of interest, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, and Spaulding
NAYES:	None
ABSTAIN:	Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion carried and Mayor Pro Tem Quinn was allowed to abstain from voting on Item 19 due to a conflict of interest.

* * * * *

Item 19, being:

CONSIDERATION OF A REQUEST FOR FUNDING FROM THE CENTER FOR CHILDREN AND FAMILIES, INC., AND APPROVAL OF CONTRACT NO. K-1112-04 IN THE AMOUNT OF $80,000.

Councilmember Kovach moved that Contract No. K-1112-04 with the Center for Children and Families, Inc., in the amount of $80,000 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1112-04 dated June 27, 2011, by Clint Mercer, Municipal Accountant
2. Contract No. K-1112-04 with Exhibit "A," letter dated May 31, 2011, from Katie Fitzgerald, MSW, Executive Director, Center for Children and Families, Inc., to Brenda Hall, City Clerk
3. Pertinent excerpts from Finance Committee minutes of February 16, 2011
4. Purchase Requisition No. 0000188845 dated July 7, 2011, in the amount of $80,000 to Center for Children and Families, Inc.

and the question being upon approving Contract No. K-1112-04 with the Center for Children and Families, Inc., in the amount of $80,000 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, and Spaulding
NAYES:	None
ABSTAIN:	Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion carried and Contract No. K-1112-04 with the Center for Children and Families, Inc., in the amount of $80,000 approved; and the execution thereof was authorized.

* * * * *

Item 20, being:

CONSIDERATION OF A REQUEST FOR FUNDING FROM THE PERFORMING ARTS STUDIO IES, INC., AND APPROVAL OF CONTRACT NO. K-1112-06 IN THE AMOUNT OF $2,700.

Councilmember Kovach moved that Contract No. K-1112-06 with the Performing Arts Studio in the amount of $2,700 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1112-06 dated June 28, 2011, by Clint Mercer
2. Contract No. K-1112-06 with Exhibit "A," letter dated July 1, 2011, from Rick Fry, Executive Director, Performing Arts Studio, to Mr. Anthony Francisco, Finance Director
3. Pertinent excerpts from Finance Committee minutes of February 16, 2011
4. Purchase Requisition No. 0000188846 dated July 7, 2011, in the amount of $2,700 to Performing Art Studio

and the question being upon approving Contract No. K-1112-06 with the Performing Arts Studio in the amount of $2,700 and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and Contract No. K-1112-06 with the Performing Arts Studio in the amount of $2,700 approved; and the execution thereof was authorized.

* * * * *

Item 21, being:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $6,804.65 REGARDING EARL BRIDGFORD VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-14362F.

Councilmember Kovach moved that the City Attorney's recommendation be approved, compliance with the Workers' Compensation Court Order be authorized, and payment of claims in the amount of $6,804.65 which will constitute judgment against the City of Norman be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. GID-1112-07 dated July 6, 2011, with Attachment 1, Workers' Compensation Court Order No. WCC 2010-14362F filed June 24, 2011, and Attachment 2, summary of award and list of additional costs, fees, and filing fee in Cleveland County
2. Purchase Requisition No. 0000188764 dated July 6, 2011, in the amount of $6,502.32 to Earl Bridgeford and John Forbes
3. Purchase Requisition No. 0000188765 dated July 6, 2011, in the amount of $118.22 to Workers' Compensation Administration Fund Tax
4. Purchase Requisition No. 0000188766 dated July 6, 2011, in the amount of $44.33 to Special Occupational Health and Safety Fund
5. Purchase Requisition No. 0000188767 dated July 6, 2011, in the amount of $140 to Workers' Compensation Court
6. Purchase Requisition No. 0000188768 dated July 6, 2011, in the amount of $118 to Cleveland County Court Clerk

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

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

The Mayor Pro Tem declared the motion carried and the City Attorney's recommendation approved; compliance with the Workers' Compensation Court Order was authorized and payment of claims in the amount of $6,804.65 which will constitute judgment against the City of Norman was directed.

* * * * *

Item 22, being:

RESOLUTION NO. R-1112-06: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING THE NINE-ONE-ONE EMERGENCY TELEPHONE FEE RATE FOR CALENDAR YEAR 2012.

Councilmember Kovach moved that Resolution No. R-1112-06 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. R-1112-06 dated June 28, 2011, by Brenda Hall, City Clerk
2. Memorandum dated May 27, 2011, from Anita Kroth, 9-1-1 Association of Central Oklahoma Governments, to City Council/Board of Trustees/City Clerks/City Managers
3. Resolution No. R-1112-06

and the question being upon adopting Resolution No. R-1112-06, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and Resolution No. R-1112-06 was adopted.

* * * * *

Item 23, being:

RESOLUTION NO. R-1011-105: 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-1011-13, SO AS TO PLACE A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE COMMERCIAL DESIGNATION AND REMOVE THE SAME FROM THE INDUSTRIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 77 AT FRANKLIN ROAD)

Councilmember Kovach moved that Resolution No. R-1011-105, Land Use Plan Amendment No. LUP-1011-13, be adopted and the NORMAN 2025 Land Use and Transportation Plan be amended according thereto, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. R-1011-105 dated March 22, 2011, by Doug Koscinski
2. Resolution No. R-1011-105, Land Use Plan Amendment No. LUP-1011-13
3. Location map
4. Staff Report dated May 12, 2011, recommending approval
5. Pertinent excerpts from Planning Commission minutes of May 12, 2011

Participants in discussion
1. Mr. Tom McCaleb, SMC Consulting Engineers, 815 West Main Street, Oklahoma City, engineer representing the applicant

and the question being upon adopting Resolution No. R-1011-105, Land Use Plan Amendment No. LUP-1011-13, and upon the subsequent amendment, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and Resolution No. R-1011-105, Land Use Plan Amendment No. LUP-1011-13, adopted; and the NORMAN 2025 Land Use and Transportation Plan was amended according thereto.

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Item 24, being:

ORDINANCE NO. O-1011-48: 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 NORTHEAST QUARTER OF SECTION ELEVEN (11) OF TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND REMOVE SAME FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 77 AT FRANKLIN ROAD)

Ordinance No. O-1011-48 having been Introduced and adopted upon First Reading by title in City Council's meeting of June 28, 2011, Councilmember Kovach moved that Ordinance No. O-1011-48 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1011-48 dated March 22, 2011, by Doug Koscinski, Current Planning Manager
2. Ordinance No. O-1011-48 with Exhibit A, Site Plan
3. Location map
4. Staff Report dated May 12, 2011, recommending approval
5. Pertinent excerpts from Planning Commission minutes of May 12, 2011

and the question being upon adopting Ordinance No. O-1011-48 upon Second Reading section by section, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1011-48 was adopted upon Second Reading section by section.

Thereupon, Councilmember Dillingham moved that Ordinance No. O-1011-48 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Kovach; and the question being upon adopting Ordinance No. O-1011-48 upon Final Reading as a whole, the roll was called with the following result:

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

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1011-48 was adopted upon Final Reading as a whole.

* * * * *

Councilmember Ezzell asked that he be allowed to abstain from voting on Item 25 due to a conflict of interest. Thereupon, Councilmember Dillingham moved that Councilmember Ezzell be allowed to abstain from voting on Item 25 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 25 due to a conflict of interest, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn
NAYES:	None
ABSTAIN:	Councilmember Ezzell

The Mayor Pro Tem declared the motion carried and Councilmember Ezzell was allowed to abstain from voting on Item 25 due to a conflict of interest.

* * * * *

Item 25, being:

CONSIDERATION OF A PRELIMINARY PLAT FOR FRANKLIN BUSINESS PARK ADDITION GENERALLY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 77 AT FRANKLIN ROAD AND WAIVER OF ALLEY REQUIREMENTS.

Councilmember Griffith moved that the preliminary plat and waiver of alley requirements for Franklin Business Park Addition be approved, which motion was duly seconded by Councilmember Kovach;

Items submitted for the record

1. Text File No. PP-1011-21 dated March 22, 2011, by Ken Danner, Development Manager, with attached traffic impact chart
2. Location map
3. Revised preliminary plat
4. Revised preliminary site plan
5. Staff Report dated May 12, 2011, recommending approval
6. City of Norman Development Review Form, Transportation Impacts, dated May 4, 2011, for Franklin Business Park Preliminary Plat conducted by David E. Riesland, P.E., Assistant City Traffic Engineer
7. City of Norman Predevelopment Case No. PD 11-08 dated March 24, 2011, for Franklin Business Park, L.L.C.
8. Norman Greenbelt Enhancement Statement dated March 7, 2011, for Franklin Business Park
9. Greenbelt Commission Comments dated March 21, 2011
10. Letter requesting alley waiver dated March 28, 2011, from Ole M. Marcussen, P.E., SMC Consulting Engineers, P.E., to Mr. Jim Gasaway, Chairman, Norman Planning Commission
11. Pertinent excerpts from Planning Commission minutes of May 12, 2011

and the question being upon approving the preliminary plat and waiver of alley requirements for Franklin Business Park Addition, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn
NAYES:	None
ABSTAIN:	Councilmember Ezzell

The Mayor declared the motion carried and the preliminary plat and waiver of alley requirements for Franklin Business Park Addition was approved.

* * * * *

Councilmember Ezzell asked that he be allowed to abstain from voting on Item 26 due to a conflict of interest. Thereupon, Councilmember Dillingham moved that Councilmember Ezzell be allowed to abstain from voting on Item 26 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 26 due to a conflict of interest, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn
NAYES:	None
ABSTAIN:	Councilmember Ezzell

The Mayor Pro Tem declared the motion carried and Councilmember Ezzell was allowed to abstain from voting on Item 26 due to a conflict of interest.

* * * * *

Item 26, being:

ORDINANCE NO. O-1011-56: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A SANITARY SEWER EASEMENT LOCATED WITHIN LOT 8A, BLOCK 1, WHISPERING PINES ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1119 WHISPERING PINES DRIVE)

Ordinance No. O-1011-56 having been Introduced and adopted upon First Reading by title in City Council's meeting of June 28, 2011, Councilmember Kovach moved that Ordinance No. O-1011-56 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1011-56 dated April 14, 2011, by Doug Koscinski
2. Ordinance No. O-1011-56
3. Location map
4. Petition to Vacate an Abandoned Sewer Easement dated April 11, 2011, submitted by William H. Mattoon, Oklahoma Bar Association No. 5794 with Exhibit "A", Warranty Deed filed March 24, 1997, granted to Glenna Zoldoske Young, by Judith A. Jimerson, Trustee of the Judith A. Jimerson 1991 Trust, dated December 23, 1991, s/k/a Judith A. Jimerson 1991 Trust Agreement dated December 31, 1991, and Exhibit "B", Proposed Lot Line Adjustment
5. Staff Report dated May 12, 2011, recommending approval
6. Pertinent excerpts from Planning Commission minutes of May 12, 2011
7. Staff memorandum dated April 11, 2011, from Brenda Hall, City Clerk, to Doug Koscinski, Current Planning Manager; Jeff Bryant, City Attorney; Ken Komiske, Director of Utilities; and Ken Danner, Development Coordinator

Participants in discussion

1. Mr. Mark Hampton, 1119 Whispering Pines Drive, applicant

and the question being upon adopting Ordinance No. O-1011-56 upon Second Reading section by section, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn
NAYES:	None
ABSTAIN:	Councilmember Ezzell

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1011-56 was adopted upon Second Reading section by section.

Thereupon, Councilmember Dillingham moved that Ordinance No. O-1011-56 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Kovach; and the question being upon adopting Ordinance No. O-1011-56 upon Final Reading as a whole, the roll was called with the following result:

YEAS:	Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro Tem Quinn
NAYES:	None
ABSTAIN:	Councilmember Ezzell

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1011-56 was adopted upon Final Reading as a whole.

* * * * *

Items 4 and 5 were considered after Item 26 and before Item 28 which is to be considered before Item 27.

Item 4, being:

ORDINANCE NO. O-1112-05: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 2, SECTION 2-103, COUNCIL ETHICS, BY ADDING SUBSECTION (A)(7) AND ADDING SUBSECTION (C), CONFLICT OF INTEREST; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1112-05 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File O-1112-05 dated July 8, 2011, by Councilmember Kovach
2. Memorandum dated July 8, 2011, from Steve Lewis, City Manager, to Mayor and Councilmembers
3. Legislatively notated copy of Ordinance No. O-1112-05

Participants in discussion
1. Mr. Harold Heiple, 218 East Eufaula Street, made comments
2. Mr. Jeff Bryant, City Attorney
3. Mr. Ben Alpers, 208 Chautauqua Avenue, asked questions

Thereupon, Councilmember Dillingham moved that Introducing and adopting Ordinance No. O-1112-05 upon First Reading by title be postponed until August 9, 2011, which motion was duly seconded by Councilmember Griffith;

Participants in discussion
1. Mr. Jeff Bryant, City Attorney
2. Mr. Harold Heiple, Heiple Law Offices, 218 East Eufaula Street, protestant
3. Mr. Ben Alpers, 208 Chautauqua Avenue, proponent
4. Mr. Steve Lewis, City Manager
5. Mr. Harold Haralson, 516 Avon Drive, protestant
6. Mr. Steve Lucas, 804 Fairway Drive, protestant

and the question being upon postponing Introducing and adopting Ordinance No. O-1112-05 upon First Reading by title until August 9, 2011, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Griffith, Lockett, Mayor Pro Tem Quinn
NAYES:	Councilmembers Ezzell, Gallagher, Kovach, and Spaulding

The Mayor Pro Tem declared the motion failed and Introducing and adoption Ordinance No. O-1112-05 upon First Reading by title was not postponed until August 9, 2011.

and the question being upon the Introduction and adoption of Ordinance No. O-1112-05 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Ezzell, Gallagher, Kovach, and Spaulding
NAYES:	Councilmembers Dillingham, Griffith, Lockett, Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion failed and Ordinance No. O-1112-05 was not Introduced and adopted upon First Reading by title.

Item 4, continued:

Thereupon, Councilmember Lockett moved that Ordinance No. O-1112-05 be reconsidered for Introduction and adoption upon First Reading by title, which motion was duly seconded by Councilmember Ezzell; and the question being upon reconsidering Ordinance No. O-1112-05 for Introduction and adoption upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, and Spaulding
NAYES:	Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1112-05 was reconsidered for Introduction and adoption upon First Reading by title.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1112-05 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Ezzell; and the question being upon Introducing and adopting Ordinance No. O-1112-05 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Ezzell, Gallagher, Ezzell, Lockett, and Spaulding
NAYES:	Councilmembers Dillingham, Griffith, Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1112-05 was Introduced and adopted upon First Reading by title.

* * * * *

Item 5, being:

ORDINANCE NO. O-1112-06: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 2, SECTION 2-101, BY ADDING SUBSECTION (E) REGARDING PLACEMENT OF ITEMS ON THE AGENDA AT COUNCILMEMBERS REQUEST; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1112-06 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record
1. Text File O-1112-06 dated July 8, 2011, by Councilmember Kovach
2. Memorandum dated July 8, 2011, from Steve Lewis, City Manager, to Mayor and Councilmembers
3. Legislatively notated copy of Ordinance No. O-1112-06

Participants in discussion
1. Mr. Harold Heiple, 218 East Eufaula Avenue, made comments
2. Mr. Jeff Bryant, City Attorney
3. Ms. Ann Gallagher, 1522 East Boyd Street, asked questions
4. Mr. Harold Haralson, 516 Avon Drive, made comments
5. Mr. Jim Stanley, 3922 Pine Tree Circle, made comments
6. Mr. Steve Lucas, 804 Fairway Drive, made comments

Thereupon, Councilmember Dillingham moved that Introducing and adopting Ordinance No. O-1112-06 upon First Reading by title be postponed until August 9, 2011, which motion was duly seconded by Councilmember Griffith;

Participants in discussion
1. Mr. Jeff Bryant, City Attorney
2. Ms. Brenda Hall, City Clerk

Item 5, continued:

and the question being upon postponing Introducing and adopting Ordinance No. O-1112-06 upon First Reading by title until August 9, 2011, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Griffith, Lockett, Mayor Pro Tem Quinn
NAYES:	Councilmembers Ezzell, Gallagher, Kovach, and Spaulding

The Mayor Pro Tem declared the motion failed and Introducing and adopting Ordinance No. O-1112-06 upon First Reading by title was not postponed until August 9, 2011.

and the question being upon the Introducing and adopting Ordinance No. O-1112-06 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Ezzell, Gallagher, Kovach, and Spaulding
NAYES:	Councilmembers Dillingham, Griffith, Lockett, Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion failed and Ordinance No. O-1112-06 was not Introduced, read, and adopted upon First Reading by title.

Thereupon, Councilmember Lockett moved that Ordinance No. O-1112-06 be reconsidered for Introduction and adoption upon First Reading by title, which motion was duly seconded by Councilmember Ezzell; and the question being upon reconsidering Ordinance No. O-1112-06 for Introduction and adoption upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, and Spaulding
NAYES:	Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1112-06 was reconsidered for Introduction and adoption upon First Reading by title.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1112-06 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Ezzell; which motion was duly seconded by Councilmember Ezzell; and the question being upon Introducing and adopting upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Ezzell, Gallagher, Kovach, Lockett, and Spaulding
NAYES:	Councilmembers Dillingham, Griffith, Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion carried and Ordinance No. O-1112-06 was Introduced and adopted upon First Reading by title.

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Items 4 and 5 were considered after Item 26 and Item 28 was considered before Item 27

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Item 28, being:

RESOLUTION NO. R-1112-08: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING $72,375 FROM THE CITY COUNCIL, PROFESSIONAL MEMBERSHIPS ACCOUNT (OKLAHOMA MUNICIPAL LEAGUE DUES) TO PUBLIC WORKS, STORM WATER DRAINAGE OVERTIME ACCOUNT FOR ENHANCED STREET SWEEPING.

Councilmember Kovach moved that Resolution No. R-1112-08 be adopted, which motion was duly seconded by Councilmember Gallagher;

Items submitted for the record
1. Text File R-1112-8 dated July 8, 2011, by Councilmember Kovach
2. Memorandum dated July 8, 2011, from Steve Lewis, City Manager, to Mayor and Councilmembers
3. Resolution No. R-1112-08

Participants in discussion
1. Mr. Steve Lewis, City Manager
2. Ms. Karin Schutjer, 208 Chautauqua Avenue, protestant
3. Mr. Jay Thompson, 215 North Flood Avenue, proponent
4. Ms. Rebecca Norris, 1017 Missouri Street, made comments
5. Ms. Sylvia Martin, Post Office Box 430, made comments
6. Mr. Ben Alpers, 208 Chautauqua Avenue, protestant
7. Ms. Jeanette Coker, 620 East Main Street, asked questions
8. Mr. Bryan Jackson, 1222 Windsor Way, asked questions
9. Mr. Jared Norris, 1017 Missouri Street, made comments
10. Ms. Carolyn Stager, Executive Director of Oklahoma Municipal League
11. Ms. Diane Pedicord, General Counselor, Oklahoma Municipal League
12. State Representative Aaron Stiles, 3901 113th Avenue N.E., made comments
13. Ms. Ginger Hall, 2700 24th Avenue N.E., proponent
14. Mr. Matthew Jordan, 6909 Greenway Drive, Oklahoma City, proponent
15. Ms. Lisa Schmidt, 1330 Salsbury Street, protestant
16. Mr. Steve Lucas, 804 Fairway Drive, made comments

Thereupon, Councilmember Dillingham moved that Resolution No. R-1112-08 be postponed until August 9, 2011, and referred to the Finance Committee, which motion was duly seconded by Councilmember Griffith;

Participants in discussion
1. Mr. Ben Alpers, 208 Chautauqua Avenue, proponent
2. Mr. Steve Lucas, 804 Fairway Drive, protestant
3. Ms. Lisa Schmidt, 1330 Salsbury Street, proponent
4. Mr. Will Weir, 1426 Beverly Hills Street, protestant
5. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions
6. Mr. Shawn O'Leary, Director of Public Works
7. Mr. Jay Thompson, 215 North Flood Avenue, proponent
8. Ms. Julie Knutson, 1003 Nottingham Circle, proponent
9. Mr. Charles Schindler, 2000 Morgan Drive, made comments
10. Ms. Carolyn Stager, Executive Director of Oklahoma Municipal League
11. Ms. Brenda Hall, City Clerk

and the question being upon postponing Resolution No. R-1112-08 until August 9, 2011, and upon the subsequent referral, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Griffith, Mayor Pro Tem Quinn
NAYES:	Councilmembers Ezzell, Gallagher, Kovach, Lockett, and Spaulding

The Mayor Pro Tem declared the motion failed and Resolution No. R-1112-08 was not postponed until August 9, 2011, and referred to the Finance Committee.

Item 28, continued:

and the question being upon adopting Resolution No. R-1112-08, a vote was taken with the following result:

YEAS:	Councilmembers Ezzell, Gallagher, Kovach, Lockett, and Spaulding
NAYES:	Councilmembers Dillingham, Griffith, Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion carried and Resolution No. R-1112-08 was adopted.

* * * * *

Item 27, being:

ELECTION OF A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE OKLAHOMA MUNICIPAL LEAGUE (OML) BOARD OF DIRECTORS.

Item 27 was withdrawn from the agenda. The Mayor Pro Tem declared the item moot with adoption of Resolution No. R-1112-08 in the preceding item, which removed funds from the budget to be used to pay membership dues to OML.

* * * * *

Item 29, being:

RESOLUTION NO. R-1112-09: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING A POLICY OF OPEN MEETINGS AND RECORDS.

Councilmember Kovach moved that Resolution No. R-1112-09 be adopted, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record
1. Text File R-1112-09 dated July 8, 2011, by Councilmember Kovach
2. Memorandum dated July 8, 2011, from Steve Lewis, City Manager, to Mayor and Councilmembers
3. Resolution No. R-1112-09

Participants in discussion
1. Mr. Steve Lewis, City Manager
2. Mr. Jeff Bryant, City Attorney
3. Mr. Ben Alpers, 208 Chautauqua Avenue, made comments
4. Mr. Harold Heiple, 218 East Eufaula Avenue, made comments

Thereupon, Councilmember Ezzell moved that Resolution No. R-1112-09 be amended to strike Section 6; which motion was duly seconded by Councilmember Dillingham; and the question being upon amending Resolution No. R-1112-09 to strike Section 6, a vote was taken with the following result:

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

The Mayor Pro Tem declared the motion and Resolution R-1112-09 was amended to strike Section 6.

Item 29, continued:

and the question being upon adopting Resolution No. R-1112-09, as amended, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro-Tem Quinn
NAYES:	None

The Mayor Pro Tem declared the motion carried and Resolution No. R-1112-09, as amended, was adopted.

* * * * *

Item 30, being:

RESOLUTION NO. R-1112-10: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLARIFYING COUNCIL APPROVAL OF COMMITTEE MEMBERS.

Councilmember Kovach moved that Resolution No. R-1112-10 be adopted, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record
1. Text File R-1112-10 dated July 8, 2011, by Councilmember Kovach
2. Memorandum dated July 8, 2011, from Steve Lewis, City Manager, to Mayor and Councilmembers
3. Resolution No. R-1112-10

Participants in discussion
1. Mr. Jeff Bryant, City Attorney

and the question being upon adopting Resolution No. R-1112-10, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Mayor Pro-Tem Quinn
NAYES:	None

The Mayor Pro Tem declared the motion carried and Resolution No. R-1112-10 was adopted.

* * * * *

Item 31, being:

RESOLUTION NO. R-1112-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING A POLICY FOR COUNCILMEMBERS TO PLACE ITEMS ON THE AGENDA.

Councilmember Kovach moved that Resolution No. R-1112-11 be adopted, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record
1. Text File R-1112-11 dated July 8, 2011, by Councilmember Kovach
2. Memorandum dated July 8, 2011, from Steve Lewis, City Manager, to Mayor and Councilmembers
3. Resolution No. R-1112-11

Participants in discussion
1. Mr. Jeff Bryant, City Attorney

Thereupon, Councilmember Ezzell moved that Section 5 of Resolution No. R-1112-11 be amended to read as follows:

Item 31, being:

§ 5. That the City Manager shall be required to place items of policy and budget on the Agenda of City Council Meetings when three (3) Councilmembers ~~or more~~ Councilmembers request it.

which motion was duly seconded by Councilmember Gallagher;

Participants in discussion
1. Mr. Harold Heiple, 218 East Eufaula Avenue, made comments

and the question being upon amending Section 5 of Resolution No. R-1112-11 as stated above, a vote was taken with the following result:

YEAS:	Councilmembers Ezzell, Gallagher, Kovach, Lockett, and Spaulding
NAYES:	Councilmembers Dillingham, Griffith, Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion and Section 5 of Resolution R-1112-11 was amended as stated above.

and the question being upon adopting Resolution No. R-1112-11, as amended, a vote was taken with the following result:

YEAS:	Councilmembers Ezzell, Gallagher, Kovach, Lockett, and Spaulding
NAYES:	Councilmembers Dillingham, Griffith, Mayor Pro Tem Quinn

The Mayor Pro Tem declared the motion carried and Resolution No. R-1112-11, as amended, was adopted.

MISCELLANEOUS DISCUSSION

Trash on Highway 9. Mr. Harold Heiple, 218 East Eufaula Avenue, on behalf of the Norman Developers' Council, submitted a proposed resolution to adopt a policy for participation in the drafting of new ordinances by representatives of groups that will be directly affected. He requested that this be placed on the agenda for Council's consideration. He said the attached draft resolution needs to be studied to identify what language should be included. He said the it was hoped that approving this resolution would allow ordinances to move along with participation by the public while receiving unanimous support of Council.

Items submitted for the record
1. Letter dated July 12, 2011, from Harold Heiple, Heiple Law Offices, Inc., to Norman City Councilmembers and City Manager with attached draft resolution

Councilmember Dillingham asked that Mr. Heiple's letter be referred to the appropriate committee for discussion.

Mayor Pro Tem Quinn said it would be forwarded.

*

Shop Norman. Mr. Bobby Stevens, 3801 108th Avenue S.E., said "Shop Norman".

Mayor Pro Tem Quinn also encouraged citizens to "Shop Norman."

*

Sign at Alameda and Classen. Mr. Bobby Stevens, 3801 108th Avenue S.E., reminded staff that the Norman Regional Hospital sign located at Alameda Street and Classen Boulevard was not visible because the trees blocking the sign needed to be trimmed. He said a picture of this could be viewed on Facebook under "Norman Sentinel".

*

Miscellaneous Discussion, continued:

University North Park. Mr. Jim Stanley, 3922 Pine Tree Circle, said many of the retail shops at University North Park are now offices, which reduces the sales tax. He said he was concerned that the project would not succeed.

*

Agenda Process. Mr. Ben Alpers, 208 Chautauqua Avenue, said the issues with tonight's agenda items were created because items were added to the agenda at the last minute not allowing Council or citizens to review the items. He said Council did approve an easier process to place things on the agenda. He said an open and transparent Council was a very good thing but the way things had been done this evening should stop.

Councilmember Kovach said he agreed with Mr. Alpers that the process tonight had not been done in the best way and it is said that it had to be done this way. He said several of these issues have been on the back burner for years even though there was support. He said he wanted to have open government and everyone to have a voice. He said it was important with issues coming before Council, that there is trust and participation of the citizens. he said this was not a pleasant meeting but the accomplishments were important. He said one of the greatest things about our City Council is that there are arguments and some disagree passionately and after the meeting Council is amicable. He commended Councilmember Dillingham because she came to the meeting on her birthday after extensive dental work and a fall. He said she had provided valuable input and he appreciated her.

Councilmember Spaulding also commended Councilmember Dillingham for coming tonight. He thanked the citizens for staying the evening so late and asked them to encourage their friends and families to take an interest in their local government.

Mayor Pro Tem Quinn said a resolution had been adopted this evening allowing three members of Council to bring items forward on the agenda and this is a very good thing. He said tonight's meeting proved that policy and procedures should be followed for any item placed on the agenda. He said the meeting was very long due to debate and negative statements because there was not enough information given to Council or the citizens.

*

Welcome to New Police Chief. Mr. Steve Lucas, 804 Fairway Drive, welcomed the new Police Chief, Keith Humphrey.

Councilmember Kovach welcomed Chief Humphrey to Norman and reassured him that not all meetings were this exciting.

*

Thanks to Ward Seven Constituents. Councilmember Lockett thanked those who had called her for information and said she hoped to continue to get calls from them.

*

Water Conservation. Mr. Steve Lewis, City Manager, said the City started water conservation efforts today and there had also been thunderstorms. He said the City pumped 22.9 million gallons of water yesterday, which is the most that has been pumped since August, 2008. He encouraged interested citizens to go to the website or Channel 20 to get information about the Water Rationing Program currently underway. He said Staff is in the process of educating residents about the changes.

*

Storm Debris Pickup. Mr. Steve Lewis, City Manager, said Staff and the contractor had completed debris pickup from the storm event on June 14, 2011. He commended TFR Enterprises, the contractor hired to help with the cleanup. He said approximately 6,000 cubic yards of vegetative and construction and demolition debris had been picked up. He said Monday, July 18, 2011, crews will start chipping and grinding the debris to be hauled away to a local farm. He said the cost for TFR Enterprises was approximately $210,000, which is equal to 17.5% of reserve funds.

Mayor Pro Tem Quinn thanked staff for all the work they had put into this effort.

* * * * *

ADJOURNMENT

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

YEAS:	Councilmembers Atkins, Dillingham, Ezzell, Griffith, Kovach, Mayor Pro Tem Cubberley
NAYES:	None

The Mayor Pro Tem declared the motion carried and the meeting was adjourned at 7:35 p.m.

ATTEST:

Deputy City Clerk

Mayor

City of Norman, OK

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

Master

File Number: P-1112-2

File ID:	P-1112-2	**Type:**	Proclamation	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 4	**In Control:**	City Council
Department:	Police Department	**Cost:**		**File Created:**	07/14/2011
File Name:	P-1112-03 National Night Out			**Final Action:**	

Title: PROCLAMATION NO. P-1112-02: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, AUGUST 2, 2011, AS "NATIONAL NIGHT OUT" IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-02 proclaiming Tuesday, August 2, 2011, as "National Night Out" in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 4

Attachments: National Night Out Proclamation

Project Manager: Sgt Jennifer Newell

Entered by: kathy.lamar@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File P-1112-2

P-1112-02

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, AUGUST 2, 2011, AS "NATIONAL NIGHT OUT" IN THE CITY OF NORMAN.

§ 1. WHEREAS, the National Association of the Town Watch is sponsoring the 28th annual edition of an important nationwide crime and drug prevention event on Tuesday, August 2, 2011, called "National Night Out"; and

§ 2. WHEREAS, "National Night Out" provides a unique opportunity for Norman to join forces with thousands of other communities across the country in promoting cooperative police/community crime and drug prevention efforts; and

§ 3. WHEREAS, Neighborhood Watch Associations play a vital role in assisting the Norman Police Department through joint crime prevention efforts in Norman and are supporting "National Night Out" locally; and

§ 4. WHEREAS, it is essential that all citizens of Norman be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime and drug abuse in Norman; and

§ 5. WHEREAS, police/community partnerships and neighborhood safety and awareness cooperation are the important themes of the "National Night Out" program.

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

§ 6. Do hereby proclaim Tuesday, August 2, 2011, as the 28th annual "National Night Out" in the City of Norman and call upon all citizens of Norman to join the Norman Police Department and the National Association of the Town Watch by supporting and participating in this event.

PASSED AND APPROVED this 26th day of July, 2011.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

City of Norman, OK

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

Master

File Number: O-1011-59

File ID:	O-1011-59	**Type:**	Zoning Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 6	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	05/10/2011
File Name:	O-1011-59 Campus Crest PUD			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1011-59 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ORDINANCE NO. O-0910-25 TO ADJUST THE BOUNDARIES BY INCREASING THE AMOUNT OF AREA ALLOTTED TO OFFICE USES AND AMENDING THE SITE PLAN FOR LOT 1, BLOCK 1, SHAKLEE ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-59 upon First Reading by title.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 6

Attachments: O-1011-59 Campus Crest, Campus Crest Prelim Site Plan, Campus Crest Location Map, Campus Crest Rezoning Staff Report, Campus Crest PUD Narrative, 6-9-11 Campus Crest Minutes

Project Manager: Doug Koscinski, Current Planning Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	06/09/2011					

1	Planning Commission	06/09/2011	Recommended for Adoption at a subsequent City Council Meeting	City Clerk Department	Pass

Action Text: Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department

Text of Legislative File O-1011-59

Body

SYNOPSIS: The applicant proposes to develop a gated community of multi-story apartment buildings as well as four separate lots for office use west of the gated multi-family proposal. The proposed changes to this PUD are a different site plan, a gated residential community, a slightly revised location of 13th Avenue which extends north and south, and a change in the boundary of office to residential. The new PUD requests two additional lots for office use and no increase in units per acre. The tract is currently vacant. An EMT facility was recently constructed for Norman Regional Hospital at the northwest corner of this tract. Significant residential developments lie south of this request.

ANALYSIS As conceived, the project contains two uses; approximately twenty-one acres is devoted to multi-family use, and six acres will be platted as four office lots along 12th Avenue SE. The allowed uses will follow the restrictions listed within the RM-6, Medium Density Dwelling District, and the O-1, Office Institutional District. A total of four office buildings and 13 multi-family buildings with 244 units accommodating 600 beds are proposed for the development. The project is designed with one entrance from 12th Avenue, with connections to the north and south providing for future interconnectivity when the adjacent parcels are developed. The residential structures will not exceed three stories or fifty feet, whichever is greater. The residential area will be a gated community separate from the office area to the west. The density of the residential portion of the development calculates to approximately 12 units per acre. Open space comprises over 30 percent of the property, and such areas are located at each corner of the subdivision. A large open space area in the middle of the development also incorporates an existing oil well, which is expected to remain. The operator of that site is now satisfied with the proposed rearrangement of lines and access, and will have improved road access via the new street that will be constructed with the first phase. A road connection to the south will provide another alternative access to the well and subdivision, once the land to the south is developed. Ground signs within the office area will observe a five-foot setback requirement, and would be permitted to be forty square feet per face with a five foot height restriction. The basic allowance under the sign code would mandate a ten-foot setback, with each face limited to twenty square feet.

STAFF RECOMMENDATION: The site plan submitted with the application depicts a substantial landscape buffer along the south property line, which, in addition to the actual parking area, will create even more separation between the property to the south and the proposed office and multi-family structures. The proposed vegetation and setbacks will minimize any negative impact on the abutting properties should they develop in the future. Staff recommended that only full cut-off light fixtures be used within this PUD, which the

applicant has agreed to. Staff supported this rezoning request. No protests were filed, and the Planning Commission, by unanimous vote of 8-0, supported this PUD amendment.

O-1011-59

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ORDINANCE NO. O-0910-25, TO ADJUST THE BOUNDARIES BY INCREASING THE AMOUNT OF AREA ALLOTTED TO OFFICE USES AND AMENDING THE SITE PLAN FOR LOT 1, BLOCK 1, SHAKLEE ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9)

§ 1. WHEREAS, Shannon O'Moore, L.L.C. and Campus Crest Development, the owner of the hereinafter described property, has made application to amend the Planned Unit Development approved by Ordinance No. O-0910-25 so as to adjust the boundaries by increasing the amount of area allotted of office uses and amending the Site Plan; 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 amendment; 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 amendment.

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 amend the Planned Unit Development (formerly known as Victory Park PUD) approved by Ordinance No. O-0910-25 so as to adjust the boundaries by increasing the amount of area allotted to office uses and amending the Site Plan, to wit:

All of Lot One (1), in Block One (1), of SHAKLEE ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof. Less and Except that portion thereof platted as NRH FOUNDATION ADDITION SECTION 1, A Replat of a Part of Lot 1, Block 1 of SHAKLEE ADDITION. Said tract of land contains 26.98 acres, more or less.

<u>Tract 1 – Office Tract</u>
A tract of land in the Southwest Quarter of Section Nine (9), Township Eight (8) North, Range Two (2) West, of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described as follows:
COMMENCING at the Northwest Corner of Lot One (1), Block One (1), of Shaklee Addition, an addition to the City of Norman according to the plat recorded in Book 12, Pages 27-30; THENCE North 89°23'29" East a distance of 217.02 feet to the POINT OF BEGINNING:

THENCE continuing North 89°23'29" East a distance of 266.27 feet; THENCE South 00°05'43" West a distance of 659.83 feet; THENCE South 89°23'29" West a distance of 485.14 feet to a point on the West line of said Section 9; THENCE North 00°15'19" East along said West line a distance of 399.59 feet; THENCE North 89°23'58" East a distance of 217.02 feet; THENCE North 00°15'19" East a distance of 260.29 feet to the POINT OF BEGINNING. Said tract of land contains an area of 6.04 acres, more or less.

Tract 2 – Apartment Tract
A tract of land in the Southwest Quarter of Section Nine (9), Township Eight (8) North, Range Two (2) West, of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described as follows:
COMMENCING at the Northwest Corner of Lot One (1), Block One (1), of Shaklee Addition, an addition to the City of Norman according to the plat recorded in Block 12, Pages 27-30; THENCE North 89°23'29" East a distance of 217.02 feet to the POINT OF BEGINNING;
THENCE continuing North 89°23'29" East a distance of 1095.23 feet; THENCE North 62°30'41" East a distance of 100.00 feet; THENCE South 27°44'11" East a distance of 792.13 feet; THENCE South 89°23'29" West a distance of 1553.73 feet; THENCE North 00°05'43" East a distance of 659.83 feet to the POINT OF BEGINNING. Said tract of land contains an area of 20.97 acres, more or less.

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

a. The site shall be developed in accordance with the Site Development Plan, approved June 9, 2011, and the revised PUD Narrative 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)

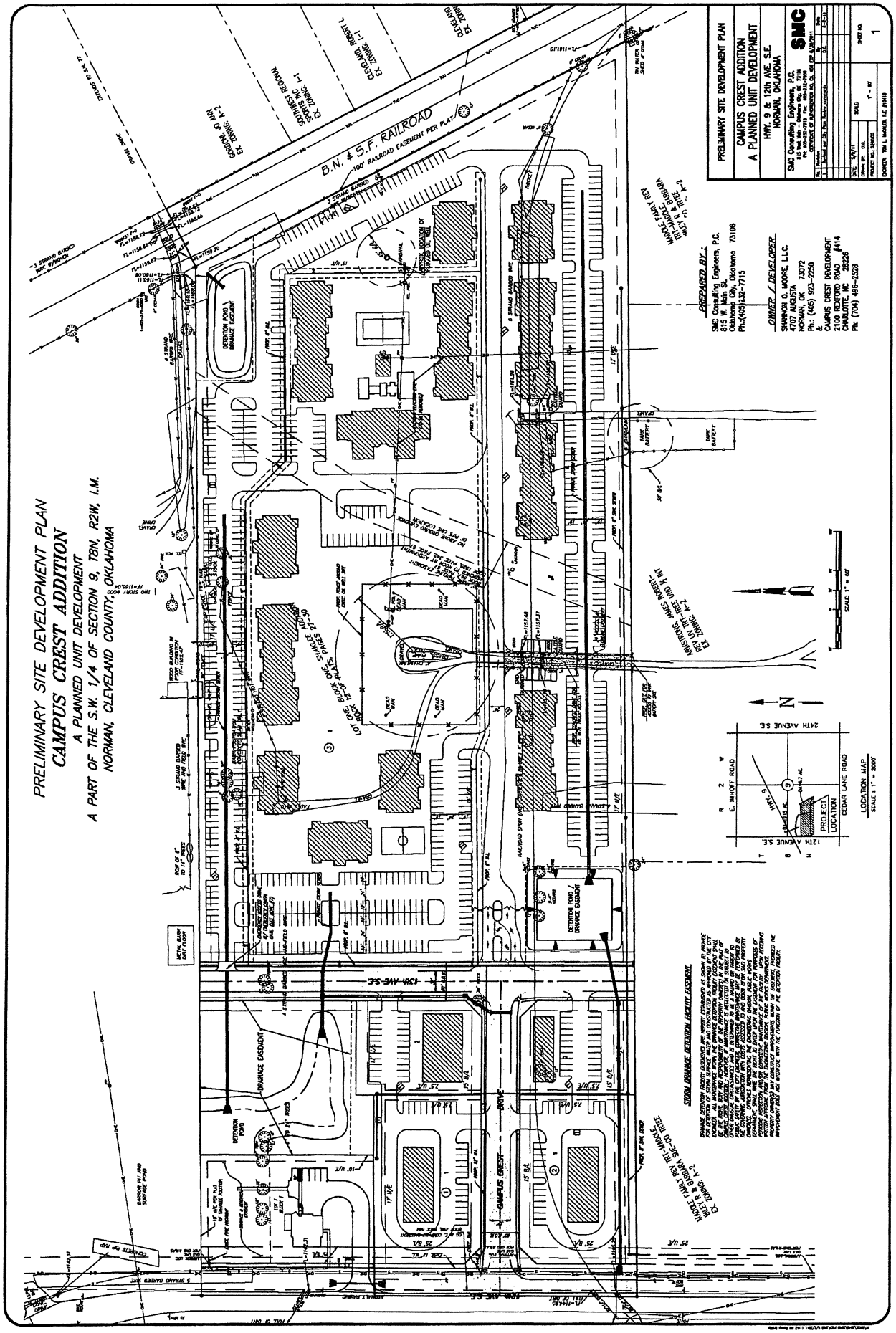
ATTEST:

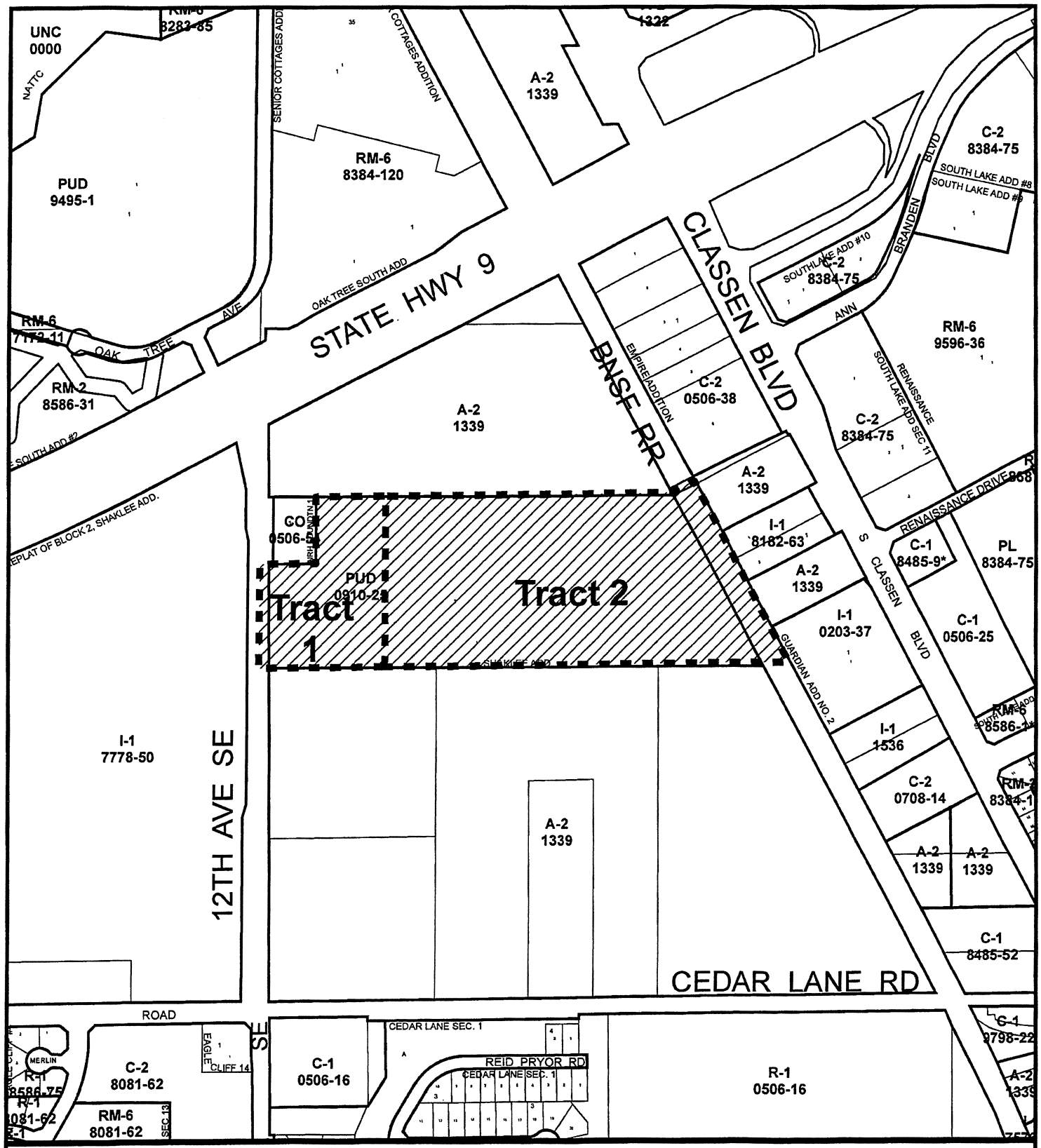
_____
(City Clerk)

NOT ADOPTED this _____day of

_____, 2011.

_____
(Mayor)


PRELIMINARY SITE DEVELOPMENT PLAN
CAMPUS CREST ADDITION
A PLANNED UNIT DEVELOPMENT
A PART OF THE S.W. 1/4 OF SECTION 9, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA
B.N. & S.F. RAILROAD
100' RAILROAD EASEMENT PER PLAT
PRELIMINARY SITE DEVELOPMENT PLAN
CAMPUS CREST ADDITION
A PLANNED UNIT DEVELOPMENT
HWY. 9 & 12th AVE. S.E.
NORMAN, OKLAHOMA
SMC
PREPARED BY:
SMC Consulting Engineers, P.C.
815 W. Main St.
Oklahoma City, Oklahoma 73106
Ph.:(405)232-7715
OWNER / DEVELOPER
SHANNON O. MOORE, L.L.C.
4707 AUGUSTA
NORMAN, OK 73072
Ph.: (405) 923-2250
&
CAMPUS CREST DEVELOPMENT
2100 REXFORD ROAD #414
CHARLOTTE, NC 28226
Ph: (704) 496-2528
LOCATION MAP
SCALE : 1" = 2000'
PROJECT LOCATION
CEDAR LANE ROAD
24TH AVENUE S.E.
12TH AVENUE S.E.
E. IMHOFF ROAD
DETENTION POND / DRAINAGE EASEMENT
DRAINAGE EASEMENT
CAMPUS CREST DRIVE
13th AVE. S.E.
STORM DRAINAGE DETENTION FACILITY EASEMENT



Location Map

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

N W E S

May 12, 2011

0 300 600 Ft.

Subject Tract

Zoning

ORDINANCE NO. O-1011-59 | ITEM NO. 7b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Shannon O'Moore, LLC and Campus Crest Development
REQUESTED ACTION	Requesting amendment of the PUD approved by O-0910-25 to adjust the boundaries by increasing the amount of area allotted for office use
EXISTING ZONING	PUD, Planned Unit Development
SURROUNDING ZONING	North: A-2 East: A-2 & I-1 South: A-2 West: I-1 & CO
LOCATION	910 feet south of the intersection of State Highway No. 9 & east side of 12th Avenue S.E.
SIZE	27 acres more or less
PURPOSE	Office/professional and multi-family residential
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Residential and Agricultural East: BNSF Railroad, Commercial & Industrial South: Residential & Agricultural West: Industrial & Office

SYNOPSIS: The applicant proposes to develop a gated community of multi-story apartment buildings as well as four separate lots for office use west of the gated multi-family proposal. The changes in the proposed PUD are a different site plan, a gated residential community, a slightly revised location of 13th Avenue which extends north and south, and a change in the boundary of office to residential. The new PUD requests two additional lots for office use and no increase in units per acre. The tract is currently vacant. An EMT facility was recently

constructed for Norman Regional Hospital at the northwest corner of this tract. Significant residential developments lie south of this request.

ANALYSIS: The particulars of this PUD include:

1. **USE**: As conceived, the project comprises two uses; approximately twenty-one acres is devoted to multi-family use, and six acres will be platted as four office lots along 12th Avenue SE. The allowed uses will follow the restrictions listed within the RM-6, Medium Density Dwelling District, and the O-1, Office Institutional District. A total of four office buildings and 13 multi-family buildings with 244 units accommodating 600 beds are proposed for the development.
2. **DESIGN**: One entrance to the subdivision is proposed, with connections to the north and south providing for future interconnectivity when the adjacent parcels are developed. The residential structures will not exceed three stories or fifty feet, whichever is greater. The residential area will be a gated community separate from the office area to the west. The density of the residential portion of the development calculates to approximately 12 units per acre.
3. **OPEN SPACE**: Open space areas are included at each corner of the subdivision as well as a large open space area in the middle of the development. This open space area comprises over 30 percent of the property to be developed.
4. **PARKING**: Parking is distributed throughout the development, and appears to meet or exceed city requirements. The applicant states that lighting within the complex will be provided by cut-off, full-cut-off, or semi-cut-off lighting fixtures, and decorative, architectural, and ornamental fixtures are allowed. According to the PUD narrative, all exterior lighting will be installed so as to prevent blinding glare into vehicular roadways and residential windows. Decorative street lights will be allowed within the PUD in the common areas of the residential area and along the streets of the PUD.
5. **SIGNAGE**: Ground signs within the office area will observe a five foot setback requirement, and would be permitted to be forty square feet per face with a five foot height restriction. The basic allowance under the sign code would mandate a ten foot setback, with each face limited to twenty square feet.
6. **PHASING**: Although there may be two phases, all of the interior streets will be constructed with phase one. This will allow emergency access out of the apartment project onto 13th Avenue S.E.

ISSUES:

1. **OIL WELL:** An existing well site is located in the middle of this development, and is expected to remain. The operator of that site is now satisfied with the proposed rearrangement of lines and access, and will have improved road access via the new street, which will be constructed with the first phase. The road connection to the south will provide another alternative access to the well and subdivision, once the land to the south is developed.

2. **UTILITIES**: The developer will install a new sewer main to this site by laying a new line to the south and west of 12th Avenue S.E. to an existing sanitary sewer interceptor. The Utilities Department concurs with that proposal as there is adequate capacity in the receiving line.

OTHER AGENCY COMMENTS:

1. **PARK BOARD:** The Park Board met on June 2, 2011, and supports the applicants' request for fee-in-lieu of land dedication.

2. **PUBLIC WORKS:** The accompanying Preliminary Plat includes a request to waive the alley requirement for the four office lots. Staff supports the request because adequate on-site circulation and interconnectivity has been provided for service and emergency vehicles.

STAFF RECOMMENDATION: The site plan submitted with the application depicts a substantial buffer between the property to the south and the proposed office and multi-family units. In addition to the buffer the structures show to be set back an additional distance from the parking lot which abuts the future residential area to the south creating even more separation. The proposed vegetation and setbacks will minimize any negative impact on the abutting properties should they develop in the future. To minimize off-site lighting impacts, staff typically recommends that only full cut-off light fixtures be used whenever a PUD approach is utilized. Staff is able to support this rezoning request, with the condition that full cut-off lighting fixtures be used to minimize any future off-site impacts.

CAMPUS CREST ADDITION

NORMAN, OKLAHOMA

A PROJECT BY SHANNON O MOORE, LLC AND CAMPUS CREST

PLANNED UNIT DEVELOPMENT
APPLICATION FOR REVISION OF PUD REZONING AND
REVISION OF PRELIMINARY PLAT

9 May 2011

PREPARED BY:

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

TABLE OF CONTENTS

I. INTRODUCTION
Background and Intent

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

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

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Medium Density Residential District
B. Office District
C. Miscellaneous Development Criteria

EXHIBITS

A. Proposed Preliminary Plat
B. Proposed Preliminary Site Development Plan
C. Proposed Open Space Areas
D. Proposed Phasing Plan
E. Proposed Oil Well Site Plan

I. INTRODUCTION

This CAMPUS CREST ADDITION project (the "**Addition**") is proposed as a Planned Unit Development of roughly 27 acres, in Ward 7 of the City of Norman (see attached **EXHIBIT A**). The Addition lies on the east side of 12th Ave. SE, south of Highway 9 and north of Cedar Lane. The Addition will provide two different uses, including primarily a medium density residential gated community, and an office area.

This Application is intended to only slightly revise the Victory Park PUD that was previously approved in June 2010 by the City Council. Generally, the changes in this PUD call for a different site plan, a gated residential community, slightly different location of street going to south, and slightly different boundary of residential to office. Otherwise, this PUD is intended to be very similar to the previously approved Victory Park PUD.

II. PROPERTY DESCRIPTON/GENERAL SITE CONDITIONS

A. Location

The Addition lies on the east side of 12th Ave. SE, south of Highway 9 and north of Cedar Lane.

B. Existing Land Use and Zoning

The property is currently zoned a Planned Unit Development with very similar uses of office and medium density residential. The site is currently primarily raw land, with the only uses being agricultural and one oil well. No buildings or habitable structures exist on the property. Norman 2025 was amended previously in June 2010 to provide for the uses put forth herein generally. To the south and north of the Addition is raw farmland. To the east of the Addition is the BNSF railroad. To the west of the Addition is the Astellas facility and an ambulance facility. The Addition lies within the Norman School District.

C. Elevation and Topography

The site consists generally of low slope agricultural land. No portion of the site is in the FEMA 100-year flood plain.

D. Drainage

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

E. Utility Services

Many of the required utility systems for the project (including water, sewer, gas, telephone and electric) are currently located adjacent to, or in near proximity to, the boundaries of the Addition. There is an existing ambulance facility immediately adjacent to the Addition, and many services are available near that interface.

F. Fire Protection Services

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

G. Traffic Circulation and Access

Primary vehicular access to the site would be provided by way of the section line road of 12th Ave. SE that borders the Addition on the west. The residential portion of the Addition will be gated with private streets therein, and will feature a gated entry to complies with City of Norman design standards for gated entryways.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Addition is comprised of two different areas of uses, office and medium density residential. The Exhibits attached hereto are incorporated herein by reference and further depict the development criteria for each section. Each distinct section of different uses within the Addition is discussed separately below.

A. Medium Family Residential District

This area of the PUD is as shown on the attached Preliminary Site Development Plan, **EXHIBIT B** hereto.

1. Uses; Lot Design

The purpose for the PUD is to extend the RM-6, Medium Density Apartment District, zoning provision and apply its provisions from the City of Norman zoning code, unless as amended herein (to the extent of any contradiction between the provisions of this PUD and the City Zoning Ordinance, this PUD controls):

a. Height: Structures may not exceed three stories, or fifty (50) feet, whichever is greater.
b. Density: The residential portion of the Addition may be developed to a density of anywhere between a range of 12 to 20 units per acre. The

preliminary plans include approximately 224 units and 600 beds, but may be adjusted upward or downward within the allowed density. The size of each unit may vary based upon market demand, and may be of any size greater than 500 square feet gross.

c. Impervious Area: the total amount of impervious area, including all building footprints and paved areas shall not cover more than seventy (70) percent of a lot.
d. Accessory Buildings: Accessory buildings such as a common area clubhouse and related uses are allowed and may contain uses such as, but not limited to, office, fitness, game room, library, lounge, meeting room, swimming accessory buildings, model unit, maintenance and equipment rooms, etc. The clubhouse facility may be a mixed building with the common area uses and private residential units within it on upper floors. Accessory building wall heights may not exceed the height of the principal structures and shall be in harmony with the adjacent buildings.
e. Athletic and recreational courts and facilities are allowed as support uses within the residential district.

2. Parking

Parking may be accommodated by way of common area parking lots within the district, and/or by way of parallel parking along the streets within this residential area.

B. Office District

This area of the PUD is as shown on the attached Preliminary Site Development Plan, **EXHIBIT B** hereto.

1. Uses Permitted.

The purpose for the PUD is to extend the CO, Suburban Office Commercial District, zoning provision and apply its provisions from the City of Norman zoning code, unless as amended herein (to the extent of any contradiction between the provisions of this PUD and the City Zoning Ordinance, this PUD controls):

a. In Addition to the uses allowed as a matter of right under CO, this area of the Addition also allows for the Special Use of 22:423.1.3(c) and (e), mixed buildings and off-street parking, as found in the City of Norman Zoning Ordinance.
b. Height: Structures may not exceed three and one half stories, or fifty (50) feet, whichever is greater.
c. Front Yard: All buildings shall be set back from the street right of way along 12th Ave. SE at least twenty five (25) feet. In all other areas, the front yard setback shall be at least fifteen (15) feet.

d. Reâr Yard: The minimum rear yard shall be fifteen (15) feet, or the depth of the utility easement if it is greater.
e. Side Yard: the minimum width for side yards shall be five (5) feet.

2. Dumpster and Trash Enclosures

In the residential area, a trash compactor and its enclosure will be located on site to facilitate residents trash removal. The enclosure will be built of brick masonry to match the development's building exteriors. Within the office areas, dumpsters may be shared between multiple property occupants, sites, and uses.

C. Miscellaneous Development Criteria

1. Site Plan and Final Plat

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

2. Amenities

a. Park land will be provided as private park land within the Addition, and so long as such private park land is in excess of the amount that would have been required of public park land, then there will be no public requirement of park land or fee in lieu of
b. Open space and green space areas are located throughout the Addition. Open space totals over approximately 10.68 acres, or over approximately 30% of the total site area.

3. Signage

All signage shall be in conformance with the City of Norman's sign codes, as amended from time to time, and comply with applicable district regulations, with the exception of the following modifications:

18-504.1(a)(2):	Minimum setback line shall be five (5) feet.
18-504.1(b)(1)a:	Area allowed shall be up to 40 SF per side; 80 SF for all sides.
18-504.1(b)(1)c:	Height allowable : Five (5) feet at setback line.

In addition, the medium density residential portion of the Addition may install signage out in immediate proximity to 12th Ave. SE at the entryway

from 12th Ave. SE. Such signage shall not reduce or restrict the amount of signage that each office lot shall also be allowed per City of Norman signage codes.

Signs may be lit and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines.

4. Fencing

Fencing will be constructed around the entire perimeter of the gated residential portion of the Addition. Fencing may be constructed in other areas of the PUD as well in the discretion of the Developer. Construction material may be a combination of masonry, metal/iron, and wood, and other materials as compatible with the building structures.

5. Traffic access/circulation/parking and sidewalks

The access to the PUD will be from 12th Ave. SE. Emergency access will be provided to the gated portion of the Addition as per requirements of the City of Norman. Landscape buffers will accommodate all City of Norman traffic department sight triangle requirements. All internal streets will have adequate circulation provided for the fire department and City Waste Management Services.

All sidewalks will be at least four feet (4') wide and provide adequate access to the buildings along with all project amenities. A five-foot wide City sidewalk will be provided generally along the 12th Ave. SE section line road that abut the Addition, constructed to City of Norman Standards.

6. Development Phasing

The residential area of the Addition is planned to begin first, followed by the office area as market allows. A phasing plan is attached as **EXHIBIT D** hereto.

7. Lighting

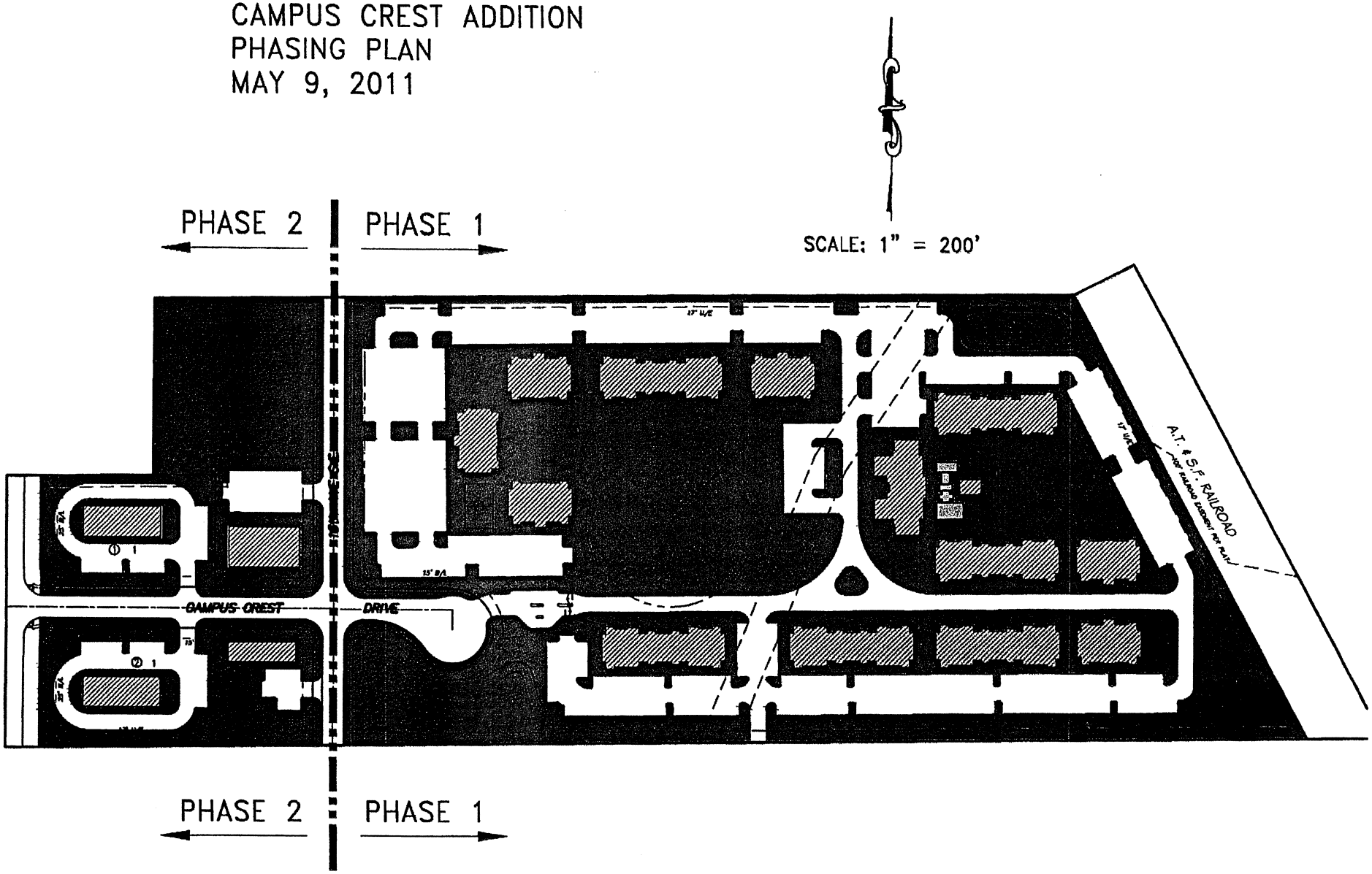
Exterior lighting within the Addition shall be provided by cut-off, full-cut-off, or semi-cut-off light fixtures, except that decorative, architectural, and ornamental fixtures are allowed. All exterior lighting shall be installed so as to prevent blinding glare into vehicular roadways and residential windows.

Decorative street lights will be allowed within the PUD, in the common areas of the residential area, and along the streets of the PUD.

8. Oil Well Site

The layout of the oil well site is planned as shown on attached **EXHIBIT E.**

CAMPUS CREST ADDITION
PHASING PLAN
MAY 9, 2011



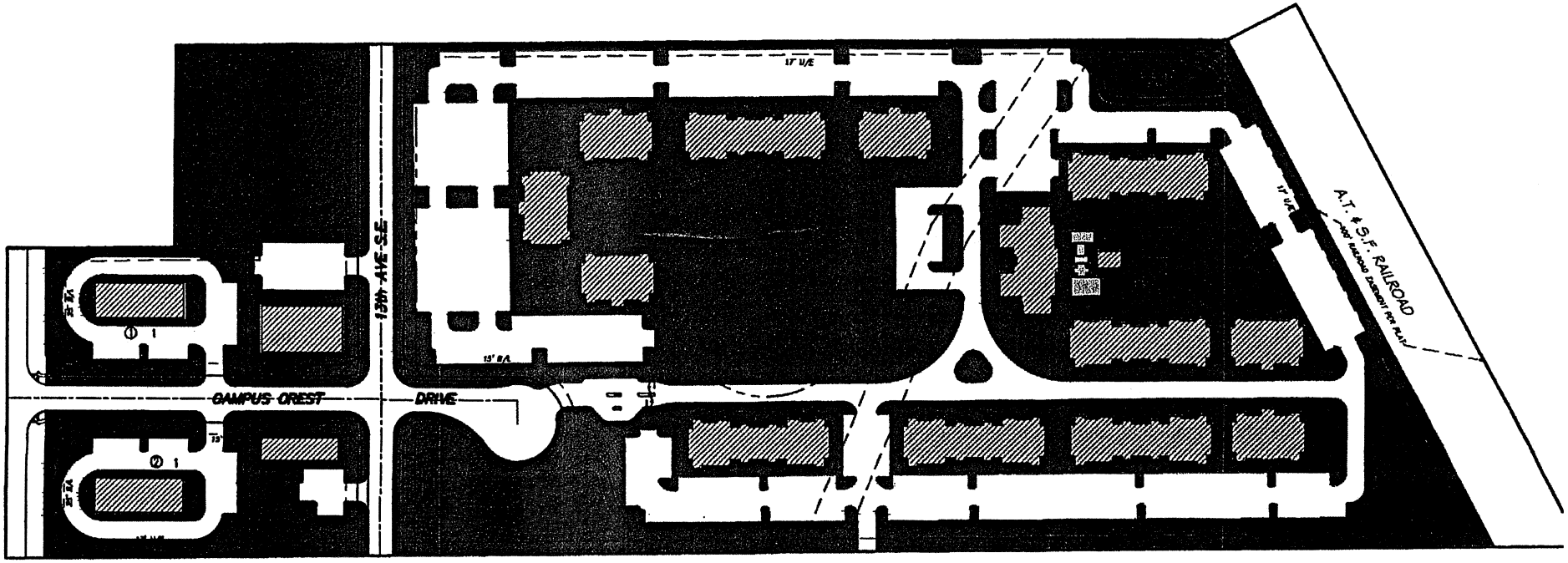
CAMPUS CREST ADDITION
OPEN SPACE EXHIBIT
MAY 9, 2011

AREA = 26.98 ACRES

OPEN SPACE = 10.68 ACRES

OVER 30%

SCALE: 1" = 200'



Item No. 7, being:
CONSIDERATION OF A REQUEST SUBMITTED BY SHANNON O'MOORE, L.L.C. AND CAMPUS CREST DEVELOPMENT FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9.

7A. RESOLUTION NO. R-1011-126
SHANNON O'MOORE, L.L.C. AND CAMPUS CREST DEVELOPMENT REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1011-14) FROM MEDIUM DENSITY RESIDENTIAL DESIGNATION TO OFFICE DESIGNATION FOR A PORTION OF THE PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9.

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

7B. ORDINANCE NO. O-1011-59
SHANNON O'MOORE, L.L.C. AND CAMPUS CREST DEVELOPMENT REQUEST AMENDMENT OF THE PUD APPROVED IN ORDINANCE NO. O-0910-25 TO ADJUST THE BOUNDARIES BY INCREASING THE AMOUNT OF AREA ALLOTTED TO OFFICE USES FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9.

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

7C. PRELIMINARY PLAT NO. PP-1011-24
CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHANNON O'MOORE, L.L.C. AND CAMPUS CREST DEVELOPMENT (SMC CONSULTING ENGINEERS, P.C.) FOR CAMPUS CREST ADDITION, A PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Preliminary Site Plan
5. Oil Well Site Plan
6. Alley Waiver
7. Pre-Development Summary
8. Greenbelt Commission Comments
9. Greenbelt Enhancement Statement

PRESENTATION BY STAFF:
1. Mr. Koscinski reported that this came before the Planning Commission last year when it was first approved for a PUD. What has really changed at this point is there is a different buyer for the multi-family component and they have a slightly different product. The request is to delete a piece of medium-density residential and essentially enlarge the office area. From the Land Use Plan perspective, there are two criteria that have to be met, and it is staff's opinion that the applicant generally meets those.

There need to be changing conditions in the area, and you can see immediately south a very large residential area currently under development as well as the remainder of the residential uses on the west side of 12th Avenue has probably created some additional demand for some professional offices in the area; the net change is really only about one acre addition of office space. The second condition is that there be no adverse impacts and, again, we received no protests. The west side is the Shaklee Addition but the Astellas plant is quite a ways from this tract. This tract was formerly theirs and has been sold. The tracts north and south are largely undeveloped at this point, although they are still in family ownership. The tract is essentially undeveloped at this point. The only thing that has happened recently is the addition of the EMT station at the northwest corner of this overall tract. North is a large detention pond which was a former borrow pit for Highway 9. There are some residential uses nearby, but not immediately nearby. The applicant is here to discuss the particulars of the PUD. Staff is supporting the change to the Land Use Plan as not being very substantial. The PUD is still a multi-family PUD. The particulars of it may have changed slightly. There were no filed protests.

2. Mr. Knotts asked if there is a coverage ratio provision for medium density. Mr. Koscinski responded that it is 40% floor/area ratio. This is a PUD and they could, in theory, ask for some other number, but this is not approaching the 40% for building coverage. Mr. Knotts asked about the coverage for parking and circulation. Mr. Koscinski indicated you are allowed up to 65% coverage for impervious area.

3. Mr. Knotts asked the status of the borrow pit. Mr. Koscinski indicated it is still under the ownership of the gentleman who lives to the north, one of the Madole family. Mr. Knotts commented that a major part of the stormwater for this project dumps into that borrow pit, and if they don't have an agreement with the owner, they don't really have an opportunity to go off the property. Mr. Koscinski explained that they will be expanding the pond onto their property as well. Tom McCaleb clarified that the tract of land to the north and to the south are owned by the Madole family. They have met with the family. They are showing a detention pond to be shared with the north Madole brother, unless he doesn't want to. If he doesn't want to, the pond can be totally enclosed and have on-site detention and then be released to the existing drainage way. The gentleman to the north has some medical problems so he has not disturbed him. They hope to be able to reach an agreement for a common pond.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, 136 Thompson Drive, representing the applicants – Let me highlight what was previously approved and what you're being asked to approve tonight. What was previously approved one year ago by City Council was the site plan at the top. It is very similar in context to what we're doing here tonight. It was already multi-family residential for this entire area with office on the left. The only change happening here tonight is just a few things. Basically we are expanding the office. The street moves over slightly. And, as Mr. McCaleb said, now this detention area becomes larger; if we need to detain everything on our site, we can. The multi-family will be a different layout. We have a different site plan and a different buyer, as Mr. Koscinski said. There will be a gated entry into the private area of the Campus Crest community. We are a much smaller property in the sense of what was approved before. This is 244 units, with 12 units/acre. A year ago what the Council approved was 18 units/acre. There is

much more open space than what was approved a year ago. A year ago you could build the multi-family with 14% open space; we're proposing a plan with 30% open space. The site plan brings the buildings farther away from the boundaries on this property. There has been unanimous support all the way through – from staff, from Greenbelt Commission, from the others.

2. Dan Norman, Senior Vice President of Campus Crest Development – We are a student housing development company, and one of the things that we do that's a little unique is we not only develop the project but we also build the project and we manage the real estate afterwards. Everything in the whole property stays with us; we're called vertically integrated. We own the property and run the property and have it from beginning to end. There is no end right now; we haven't sold any properties yet. We're not a typical developer that flips properties. We call ourselves fully loaded, so we have nice amenities for our student residents. We've got 27 operating properties right now; six are under construction. The Grove at Norman, which is what this will be called, will be one of eight more coming for next year under construction in the fall. We are pretty much located in the south and southwest; we have some in the northwest and we're expanding more and Norman is a market that we've been looking at for a long time and we're very excited about being here and being part of the community. The project name that we have is The Grove; it started from a grove of trees, although there's not very many trees out there right now, there will be. My daughter has just graduated from college, but they all have their own bedrooms, their own walk-in closets, their own bathrooms, and they share living quarters. We also have on-site amenities with volleyball, basketball and we develop these around a courtyard type area. We keep all those activities in the center, so it's not a typical apartment multi-family housing where everything is all spread around. We keep the activities in the center; we don't want to be impacting any neighborhoods with any noise. Our typical apartments have full kitchens, washers and dryers. About 67% of our residents are female. We have a gated community and keep it secure. It's a very successful program for us. The management company is also a great operating company within our group. We have area managers and sales managers that oversee and visit the sites quite often. We have courtesy hours. We shut things down and don't let it go all night. We help self-police. We have CAs (customer assistants) like a residence assistant in some dormitories. These folks help police what's going on. We actually have three strikes – I call it two strikes and you're out. If there are violations, which happen, on the second strike we're calling mom and dad and they're probably out of there. And mom and dad aren't too excited about it, because they've co-signed on the lease and they're still liable for it even if their son or daughter is not there. Out of the 14,000 residents living with us right now – that's like a big town – you do have situations, but it's very little really. Our lifestyle is really unique. We not only have the amenities and pool areas, but we also want to get the students/residents involved in life. We teach them how to balance a checkbook. We allow them to have religious studies and things of that nature in our clubhouse. And, of course, even though they all have their own Wifi and all that kind of business in their apartments, they love to come down and have coffee in the coffee shop and chat. They start studying about 10:00 at night. I guess I can't remember it being that late, but I guess I was at one time. We also have outreach to the community. Several of our projects are involved in mentoring close by those that are less fortunate – a lot of the students, if they're majoring in education, will get into helping young folks in their elementary school

studies and that sort of thing. We do a lot of give-aways during the holidays: bicycles and turkeys and that sort of thing. It's unbelieveable the energy. Why I'm in this business is the energy that these young people have. They bring back so much and give so much more back to the community. This is an example of what our clubhouse will be. We have some nice apartments above the whole downstairs area, which is our lease offices and kitchen area, game room, and fitness room. This is a picture of our pavilion, which is looking at the back of the clubhouse. This gives you an idea how we enclose the activities. There's an amphitheater behind on this location. Here's another typical site where we have the volleyball, our barbeque areas, and our pool, and it's all encompassed by the buildings and we park on the outside. That's the same type structure we're going to be doing here. We also have big greenways and there are trail systems and bike systems – we always tie into those. It costs a lot of money to park and to drive to school, although in this part of the country a lot of people drive to school anyway. But we still have enough parking area for them. We do encourage bike paths and them to take advantage of shuttles and that sort of thing. That is The Grove at Norman, and that is what we hope to be here and be part of the community. We're very excited about the market and the location and hope you will vote approval tonight.

3. Mr. Lewis – Mr. Norman, I appreciate you flying all the way from North Carolina to present before this Commission tonight. It certainly speaks a lot to your development. The wealth of information and time that you've brought to this table. While I have seen the piece of property before in the past under a different situation, tonight is a new situation for me, and so I'm certain that you flying all the way from North Carolina you had to make your airplane reservations well in advance, otherwise you paid a premium fare to get here. Mr. Rieger, correct me if I'm wrong, but I believe under City of Norman policy you have to present this application approximately 20 days prior to a Planning Commission meeting for it to actually be on this Planning Commission agenda. Is that correct?

Mr. Rieger – If you're talking about notice, Commissioner Lewis, yes we have to notify 20 days in advance of the hearing to everybody within 350 feet.

Mr. Lewis – One of the concerns that I have with the items that we will be hearing tonight as a matter of public record is when I, as a Planning Commissioner, am charged with investigating and reporting to City Council, a public body of the City – a decision-making body, and I receive the agenda of this item 73 hours in advance of this meeting. Mr. Norman, do you think that really truly gives you true, just decision on my part in the fact that I've had the time to review this document thoroughly and know that the decision that I make tonight as a recommendation to City Council is one that I can feel comfortable with, one that I can feel that I've given due diligence to, and one that I've had time thoroughly to investigate, knowing that I work full-time and usually when I go out to a property and look at it and truly review it and study it, knowing that going forward my decision will impact, to some degree, the decision that City Council makes?

Mr. Rieger – Let me, if I may Commissioner, interject first. Mr. Norman is not aware of this and not aware of our procedure. But as you understand and I think you know that we, as the applicant, have no input at all as to when the information is given to you. In

fact, we deliver the notice list – the owner's list – to the City staff and then it is their duty to distribute that out, as is it their duty to distribute the information to you. I don't think Mr. Norman knows that at all.

Mr. Lewis – Knowing the enormous amount of time that you and Mr. Norman and the enormous amount of dollars that has been vested in this project for it to come to the Planning Commission and me to be aware of it 73 hours in advance as a matter of public record, I find that unacceptable. I appreciate you coming and presenting. I am much more comfortable with it this evening than I was when I got this document, so I greatly appreciate that. I appreciate your thoroughness and staff's thoroughness in the presentation that they presented.

4. Mr. McCarty noted that there was a pretty major oil well accident in Oklahoma not long ago, and asked who is responsible for the fence and the upkeep of it. Mr. Norman responded that they will be responsible for it. They are going to put in more of a screening fence than what he has seen around Norman. They are going to put nice plantings all around it, because they want it to be part of an amenity. It is part of the local community. Mr. Rieger reported that they have worked with the oil well operator and met with him on site. The well actually changed hands in the middle of the process. They have met with the former operator and with the new operator and they are fully aware of the project, and they have approved of it.

5. Ms. Pailes asked about the perimeter fence between the railroad track and the property. Mr. Norman explained that the perimeter fence is an aluminum product that looks like wrought iron.

6. Mr. Trachtenberg commented that some of the other private student-oriented housing developments run shuttle services to and from campus. He asked if that will be part of the service. Mr. Norman indicated that is part of their plan.

7. Mr. Trachtenberg asked whether this development will be restricted to students. Mr. Norman responded that they can't discriminate with the Fair Housing Act, however they do lease by the bedroom. So, for instance, three female students would share an apartment and each have their own bedroom area that's locked. They can't say they have to be a student.

8. Mr. Trachtenberg asked whether the company is bullish on their prospects in Norman, given both the competition from other private firms, but also the University's efforts to capture some of that business. Mr. Norman said they are. They are very excited and have been looking at the market a long time. They do extensive studies that they spend a lot of time on in advance. Mr. Trachtenberg asked what happens if the students don't show up for this facility. Mr. Norman responded that they have not had that issue. They do their homework and have a lot of investors.

9. Ms. Hartley commented that this is a big investment in Norman and gorgeous property. She has seen the one in Lawrence, Kansas and done a little research into the company. She asked what the total investment in the project will be in our community. Mr. Norman responded that the construction efforts will be approximately $18 million, and it will be a little bit more than that with all the furniture and appliances. Mr. Rieger

added when you do a construction project, you have to designate the location of your project so it doesn't matter where the construction materials are purchased with regard to sales tax generation; the sales tax for the construction will all go to Norman. Mr. Norman noted that it just keeps on giving to sales tax through hotel and restaurant activity from people coming to visit the students.

10. Mr. Trachtenberg asked whether part of the operating plan is to try and form some kind of relationship with the student life people on campus. Mr. Norman said they have their own, but they also try to do that. Some times they think of it as competition, but other times there are great leaders from the student community that come over and live in the project.

PARTICIPATION BY THE AUDIENCE:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Curtis McCarty moved to recommend adoption of Resolution No. R-1011-126, Ordinance No. O-1011-59, the Site Development Plan and accompanying documentation, and recommend adoption of the Preliminary Plat for CAMPUS CREST ADDITION, A Planned Unit Development, to the City Council. Zev Trachtenberg 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, Zev Trachtenberg, Jim Gasaway
NAYES	None
ABSENT	Andy Sherrer

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-1011-126, Ordinance No. O-1011-59, the Site Development Plan and accompanying documentation, and recommend adoption of the Preliminary Plat for CAMPUS CREST ADDITION, A Planned Unit Development, to the City Council, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: GID-1112-06

File ID:	GID-1112-06	**Type:**	Request for Payment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 7	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**	$56,600.00	**File Created:**	07/11/2011
File Name:	ACOG Dues Assessment			**Final Action:**	

Title:

CONSIDERATION OF PAYMENT OF FYE 2012 DUES ASSESSMENT IN THE AMOUNT OF $56,600 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2011, THROUGH JUNE 30, 2012.

ACTION NEEDED: Motion to approve or reject payment of FYE 2012 dues assessment in the amount of $56,600 to the Association of Central Oklahoma Governments through June 30, 2012.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 7

Attachments: ACOG Invoice

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1112-06

acog

association of central oklahoma governments

Chair Willa Johnson
Oklahoma County Commissioner

Vice-Chair Kathy McMillan
Moore Councilmember

Secretary/Treasurer Elizabeth Waner
Edmond Councilmember

Executive Director
John G. Johnson

July 1, 2011

INVOICE #6127

City of Norman
201 West Gray
Norman, Oklahoma 73070-0370

ACOG Basic Assessment for FY-12	31,437.00	
ACOG Transportation Assessment for FY-12	12,353.00	
ACOG Water Quality Assessment for FY-12	12,810.00	
Total FY-12 Dues Assessment		$56,600.00

21 E Main Street, Suite 100 Oklahoma City, OK 73104-2405 405 234 2264 FAX 234 2200 TTY 234 2217 www.acogok.org

City of Norman, OK

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

Master

File Number: RPT-1112-2

File ID:	RPT-1112-2	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 8	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	07/11/2011
File Name:	Finance Director's Report June 30, 2011			**Final Action:**	

Title:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2011; AND DIRECTING THE FILING THEREOF.

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

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 8

Attachments: Finance Report

Project Manager: Anthony Francisco, Director of Finance

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1112-2

DATE: 05-Jul-11

TO: City Council

FROM: Anthony Francisco, Director of Finance
PREPARED BY: Clint Mercer, Chief Accountant

SUBJECT: Breakdown of Interest Earnings by Fund

	MONTHLY COMPARISON				ANNUAL COMPARISON			
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE11	MONTHLY INTEREST EARNINGS June 2011	MONTHLY % INCREASE (DECREASE)	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE11-YTD	INTEREST EARNINGS YTD FYE11	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	$22,917	$5,869	-74.39%	8.50%	$275,000	$61,597	-77.60%	8.24%
PUBLIC SAFETY SALES TAX FUND	N/A	$5,167	100.00%	7.48%	N/A	$55,731	100.00%	7.46%
ROOM TAX FUND	$250	$185	-26.03%	0.27%	$3,000	$1,271	-57.64%	0.17%
CAPITAL PROJECTS FUND	$29,167	$16,392	-43.80%	23.74%	$350,000	$171,975	-50.86%	23.01%
SINKING FUND	$2,083	$3,550	70.38%	5.14%	$25,000	$34,686	38.74%	4.64%
G.O. BOND FUND	$167	$100	-40.22%	0.14%	$2,000	$1,375	-31.26%	0.18%
WESTWOOD FUND	$625	$730	16.86%	1.06%	$7,500	$6,710	-10.53%	0.90%
WATER FUND	$10,000	$9,979	-0.21%	14.45%	$120,000	$99,795	-16.84%	13.35%
WASTEWATER FUND	$25,000	$7,106	-71.58%	10.29%	$300,000	$81,464	-72.85%	10.90%
HALLPARK FUND	N/A	$0	100.00%	0.00%	N/A	$0	100.00%	0.00%
DEVELOPMENT EXCISE	$16,667	$9,858	-40.85%	14.28%	$200,000	$107,423	-46.29%	14.37%
SEWER SALES TAX	$16,667	$5,963	-64.22%	8.64%	$200,000	$69,394	-65.30%	9.28%
SANITATION FUND	$2,500	$220	-91.20%	0.32%	$30,000	$4,086	-86.38%	0.55%
PARKLAND FUND	$2,255	$1,022	-54.69%	1.48%	$27,061	$11,368	-57.99%	1.52%
TRUST & AGENCY FUNDS	N/A	$4	100.00%	0.01%	N/A	$49	100.00%	0.01%
TAX INCREMENT DISTRICT	$417	$1,348	100.00%	1.95%	$5,000	$18,821	100.00%	2.52%
SPECIAL GRANTS FUND	N/A	$529	100.00%	0.77%	N/A	$9,150	100.00%	1.22%
CLEET FUND	N/A	$23	100.00%	0.03%	N/A	$209	100.00%	0.03%
HOUSING	N/A	$0	100.00%	0.00%	N/A	$133	100.00%	0.02%
SITE IMPROVEMENT FUND	N/A	$35	100.00%	0.05%	N/A	$391	100.00%	0.05%
ARTERIAL ROAD FUND	N/A	$552	100.00%	0.80%	N/A	$7,731	100.00%	1.03%
SEIZURES	$42	$408	880.33%	0.59%	$500	$4,097	719.33%	0.55%
	$128,755	$69,038	-46.38%	100.00%	$1,545,061	747,455	-51.62%	100.00%

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of $ 115.39 million as of 6/30/11 are represented by working capital cash balances of all City funds of approximately $ 67.1 million, outstanding encumbrances of $20.87 million, General Oblig.ation Bond proceeds of $6.32, NUA revenue bond proceeds of $12.13 million, NMA bond proceeds of $4.02 million, and UNP TIF reserve amounts of $4.95 million.

INVESTMENT BY TYPE

June 30, 2011

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF AMERICA	NUA REV. FD.				$0.00	$0.00	$0.00
BANK OF AMERICA	GEN'L DEP.			0.30%	$2,753.34	$13,264,989.88	$13,264,989.88
BANK OF AMERICA	WARRANTS PAYABLE				$0.00	($2,071,772.66)	($2,071,772.66)
BANK OF AMERICA	PAYROLL				$0.00	($2,326,273.50)	($2,326,273.50)
BANK OF AMERICA	COURT BOND REFUNDS				$0.00	$236,485.00	$236,485.00
BANK OF AMERICA	INSURANCE CLAIMS				$0.00	($288,460.77)	($288,460.77)
BANK OF AMERICA	HALLPARK			0.01%	$0.66	$82,839.29	$82,839.29
**Subtotal					$2,754.00	$8,897,807.24	$8,897,807.24
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.01%	$4.07	$711,243.21	$711,243.21
BANCFIRST-NMA Sanitat.	MONEY MKT.			0.01%	$29.24	$3,618,912.66	$3,618,912.66
BANCFIRST-NMA Golf	MONEY MKT.			0.01%	$654.15	$405,291.10	$405,291.10
BANCFIRST-NUA Water	MONEY MKT.			0.01%	$95.81	$11,423,650.65	$11,423,650.65
Bank of Oklahoma UNP TIF	MONEY MKT.			0.01%	$25.00	$4,258,032.39	$4,258,032.39
REPUBLIC BANK UNP TIF	MONEY MKT.			0.01%	$319.14	$696,253.00	$696,253.00
FIRST FIDELITY	MONEY MKT.			0.40%	$76.23	$0.00	$0.00
BANK OF AMERICA	MONEY MKT.			0.01%	$1.02	$452,480.06	$452,480.06
BANK OF AMERICA	MONEY MKT.			0.16%	$9.44	$248,820.39	$248,820.39
BANK OF AMERICA - Drinking Wa	MONEY MKT.			0.30%	$66.77	$1,358,268.89	$1,358,268.89
BANK OF AMERICA - Clean Wate	MONEY MKT.			0.30%	$0.41	$1,674.82	$1,674.82
BANK OF AMERICA-2008A	MONEY MKT.			0.30%	$190.65	$771,297.79	$771,297.79
BANK OF AMERICA-2008B	MONEY MKT.			0.30%	$499.21	$1,915,203.26	$1,915,203.26
BANK OF AMERICA-2010	MONEY MKT.			0.30%	$920.03	$3,629,128.07	$3,629,128.07
**Subtotal					$2,891.17	$29,490,256.29	$29,490,256.29
**Sweep/Overnight							
JP MORGAN	SHORT TERM			0.00%	$0.00	$2,471,637.45	$2,471,637.45
**U.S. Treasury Securities/Agency Securities							
FHLB	3133XFJY3	08/31/09	06/10/11	1.11%	1,878.23	0.00	$0.00
FHLB	3133XWD71	12/31/09	02/28/12	1.24%	5,153.67	5,000,000.00	$5,026,600.00
FHLB	3133XWD71	12/31/09	02/28/12	1.25%	5,176.49	5,000,000.00	$5,026,600.00
T-Note	912828KP4	12/31/09	05/15/12	1.31%	6,550.23	6,000,000.00	$6,052,904.40
T-Note	912828KP4	12/31/09	05/15/12	1.31%	7,369.60	6,750,000.00	$6,825,615.60
FHLB	3133XTS49	03/31/10	06/20/12	1.30%	109.55	100,000.00	$101,497.00
FNMA	313359MNU3	11/30/10	08/01/12	0.73%	5,208.52	8,000,000.00	$8,415,840.00
FFCB	31331G2R9	03/31/10	12/07/12	1.58%	132.38	100,000.00	$102,105.00
US T-Note	912828MN7	05/20/11	02/15/13	0.48%	3,019.52	7,500,000.00	$7,619,250.00
FFCB	31331JBV4	06/30/11	02/21/13	0.49%	97.22	2,000,000.00	$2,039,240.00
FHLMC	312SX1EJ2	12/31/09	05/22/13	2.08%	3,649.08	2,000,000.00	$2,141,540.00
FHLB	3133XYHD0	07/22/10	06/14/13	1.05%	3,547.07	4,000,000.00	$4,086,480.00
FNMA	31398AZ47	07/29/10	07/29/13	1.19%	3,973.88	4,000,000.00	$4,003,120.00
FFCB	31331KET3	05/20/11	09/23/13	0.80%	3,339.46	5,000,000.00	$5,038,850.00
FNMA	31398A5Q1	12/02/10	11/08/13	1.06%	7,313.34	8,250,000.00	$8,247,442.50
FFCB	31331KKX7	05/18/11	11/18/13	1.04%	4,766.67	5,500,000.00	$5,505,335.00
FHLB	313371WK8	11/30/10	02/25/14	1.00%	1,458.33	1,750,000.00	$1,750,980.00
US T-Note	912828KV1	06/30/11	05/31/14	0.76%	218.75	3,500,000.00	$3,648,470.00
U.S. STRIPS (Hallpark)	912833KC3	06/09/04	05/15/14	5.12%	431.27	79,860.00	$128,999.64
**Subtotal					63,393.26	74,529,860.00	$75,760,869.14
TOTAL					69,038.43	115,389,560.98	$116,620,570.12

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

City of Norman, OK

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

Master

File Number: RPT-1112-3

File ID:	RPT-1112-3	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 9	**In Control:**	City Council
Department:	City Manager Department	**Cost:**		**File Created:**	07/11/2011
File Name:	Monthly Dept Report June 2011			**Final Action:**	

Title:

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

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

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 9

Attachments:

Project Manager: Carol Coles, Administrative Assistant

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1112-3

City of Norman, OK

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

Master

File Number: RPT-1112-1

File ID:	RPT-1112-1	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 10	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	05/23/2011
File Name:	Final Enforcement Authority Report			**Final Action:**	

Title: SUBMISSION OF A FINAL REPORT FROM THE ENFORCEMENT AUTHORITY.

INFORMATION: In accordance with the requirements of Section 7.5-26(7) of the Code of the City of Norman, the above-described report is due within 90 days after the general election. Therefore, the report is submitted for City Council's consideration in order that acknowledgment of the receipt of the report may be noted in the minutes as a matter of permanent record.

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

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 10

Attachments: Final Report 2011.pdf, Educational mailer.pdf, December 16, 2010 minutes.pdf, February 25, 2011 Minutes.pdf, February 28, 2011 Minutes.pdf, March 4, 2011, minutes.pdf, April 15, 2011 Minutes.pdf, May 6, 2011 Minutes.pdf, July 1, 2011 Minutes.pdf

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1112-1

Norman Enforcement Authority Report

To: Norman City Council

July 13, 2011

Re: Final Report, 2011 Municipal Election cycle

The Norman Enforcement Authority (EA) met seven (7) times during the 2011 City Council election cycle. All required reports were filed and some minor corrections were requested and received. Copies of the minutes from each meeting are included as part of this report.

Four (4) reports were filed late, per Art. II, Sec. 7.5-22 of Chapter 7.5 of the Code of the City of Norman. Three of the four fines have been paid. The other, incurred on March 4, 2011, is still outstanding. The EA understands that action on this matter is up to the City Attorney and the Municipal Court and, therefore, has made no recommendation concerning the outstanding fine.

An unreported mailer received by Chair Francis was forwarded to the City Attorney and City Clerk. (see attachment) According to the City Clerk, the mailer was not advocating one candidate over another and therefore was seen as an educational piece to encourage voter participation, which does not require separate reporting. However, the EA has included it as part of the final report so that Council is aware the activity took place and has been reviewed accordingly.

Respectfully submitted,

Mary Francis, Chair
Dr. Richard Hilbert, Vice Chair
Nina Flannery, Member
Ty Hardiman, Member
Dorinda Harvey, Member

As citizens it is our responsibility not only to vote, but to determine the character of each candidate we intend to vote for. And as Christians and people of character we must know that if we hope to leave our children the same America our founders intended we MUST select leaders that believe in the same values we must instill in the next generation. As president of your county republican party I urge of you to take a few minutes out of your day and cast a vote for the city council candidate that you personally believe will return strong, principled government back to our city.

Dave Spaulding, Republican,Ward 5
Howard Saxion, Democrat, Ward 5
Roger Gallagher, Republican Ward 1
Chris Lewis, Democrat Ward 1
Brande Kauffman, Independent Ward 7
Linda Lockett, Republican Ward 7
Stephen Holman, Democrat Ward 7

Paid for by the GOP PAC
Bob Cleveland President
1108 West Main #107

ENFORCEMENT AUTHORITY MINUTES
December 16, 2010

The Enforcement Authority of the City of Norman, Cleveland County, Oklahoma, met in the Municipal Building Conference Room at 201 West Gray on the 16th day of December, 2010, at 2:11 p.m. Notice and agenda of the meeting were posted at the Municipal Building 48 hours prior to the beginning of the meeting.

Item 1. Roll Call. City Clerk Hall called the roll.

MEMBERS PRESENT:	Ty Hardiman Nina Flannery Chair Mary Francis
MEMBERS ABSENT:	Dorinda Harvey
MEMBERS TARDY:	Richard Hilbert
OTHERS PRESENT:	Brenda Hall, City Clerk

*****

Item 2. Approval of minutes from the November 1, 2010, meeting. Member Hardiman moved that the minutes from the November 1, 2010, meeting be approved, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. Enforcement Authority Minutes from November 1, 2010

and the question being upon approving the minutes from the November 1, 2010, meeting, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the minutes from the November 1, 2010, meeting were approved.

* Member Hilbert arrived at 1:52 p.m.

*****

Item 4 was considered prior to Item 3.

Item 3. Review and consideration of the Proposed Public Election Education Process.

The Enforcement Authority, in its meeting of November 1, 2010, previously reviewed and discussed a public service announcement (PSA) prepared by Member Hilbert as an effort to inform the public about the duties and functions of the Enforcement Authority and the requirements for candidates/committees seeking office of Councilmember and/or Mayor and committees acting on behalf of or in opposition to a candidate. The Authority provided input on its content and changes were incorporated into the PSA prior to its presentation to the City Council Oversight Committee on November 3, 2010. The PSA was reviewed by Kathryn Walker, Assistant City Attorney, in the Legal Department prior to the Oversight Committee meeting and modifications were suggested that would limit the content to duties and criteria outlined in the City Code and avoid using language that infers to imply a particular view. Member Hilbert was concerned as to the reasoning for the review and results of the review and has since met with Kathryn Walker in the City's Legal Department about her review. It was also felt the information should be provided to the media as facts and not try to influence

certain opinions or views in hopes the media would write opinion pieces in an effort to educate the public. Member Hilbert said he presented alternative language to Ms. Walker in writing and she said the language was acceptable to her. He felt strongly the information concerned was important and deals directly with the functions of the Enforcement Authority and asked the Authority for their input. Member Flannery suggested adding language such as, "in the interest of bringing openness and transparency" would provide additional clarification as to why the Enforcement Authority functions as it does and other members concurred it would be helpful. Other minor suggestions were made and Member Hilbert said he would incorporate them in the appropriate places within the announcement.

Members discussed getting the PSA to the appropriate media contacts and it was decided that Member Hilbert and Chair Francis would meet with representatives at *The Norman Transcript* and Member Hardiman and Chair Francis would meet with representatives of *The Oklahoman*. Information will also be provided on the City's website and Cox Channel 20 in an effort to education the public.

Items submitted for the record

1. Public Service Announcement

*****

Item 4. Review of Candidate Packet materials.

The Committee thoroughly reviewed the following candidate packet materials and made modifications to include changes as a result of the latest ordinance amendments and incorporated language to make the material more informative and easily understood by candidates and committees:

- Requirements for Filing of Candidates for City Council
- Candidates' Reports Due Dates
- Instructions for Completing the Campaign Contributions and Expenditures Report for the City of Norman Municipal Elections, 2011
- Frequently Asked Questions regarding Campaign Contribution and Expenditure Reports for City of Norman Municipal Elections
- Campaign Contributions and Expenditures Report

The Enforcement Authority felt it was important that Committees supporting or opposing a candidate be presented the same packet of information and the criteria be modified to add committees in the criteria. The Authority also felt modifying Section D, Self Contribution or Loan, of the Campaign Contributions and Expenditure Report to break out "self contributions" and "loans" to be reported separately would aid in avoiding any misunderstanding about how to report loans from individuals and/or banking entities opposed to loans from candidates' personal assets.

City Clerk Brenda Hall will update the forms accordingly and prepare packets to distribute to candidates filing for City Council and/or Committees supporting or opposing candidates for City Council.

Items submitted for the record

1. Requirements for Filing of Candidates for City Council
2. Candidates' Reports Due Dates
3. Instructions for Completing the Campaign Contributions and Expenditures Report for the City of Norman Municipal Elections, 2011
4. Frequently Asked Questions regarding Campaign Contribution and Expenditure Reports for City of Norman Municipal Elections
5. Campaign Contributions and Expenditures Report

*****

Item 4. Miscellaneous Discussion.

Member Hardiman expressed concern with a recent letter to the editor entitled "Mayor Punishing Opposition" which stated "retribution seemed to be the theme of Norman's Mayor." The article went on to say the an individual opposing the Mayor was hounded by City staff and the Enforcement Authority and asked to provide information that candidates are not required to produce and new restrictions were put into place to fine those who do not comply. Member Hardiman suggested the Enforcement Authority respond to the misinformation in the letter during this educational campaign to dispel any further misinformation and members agreed.

The next meeting of the Enforcement Authority will be sometime during the week following the filing period the same night as the orientation session. Committee members discussed splitting up the sections of the Code for purposes of presentation at the orientation session. Chair Mary Francis said she would like to review the contribution section, specifically aggregate contributions. Member Hilbert suggested the Committee cover each question included in the Frequently Asked Questions flyer. Other members of the committee will review the Code and give their preference as to which section they would prefer to discuss at the next meeting just prior to the orientation session.

*****

Item 5. Adjournment.

Member Hardiman moved that the meeting be adjourned, which motion was duly seconded by Member Hilbert; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the meeting was adjourned at 3:50 p.m.

ENFORCEMENT AUTHORITY MINUTES

February 25, 2011

The Enforcement Authority of the City of Norman, Cleveland County, Oklahoma, met in the Municipal Building Conference Room at 201 West Gray on the 25th day of February, 2011, at 3:15 p.m. Notice and agenda of the meeting were posted at the Municipal Building 48 hours prior to the beginning of the meeting.

Vice-Chairman Hilbert called the meeting to order at 3:15 p.m.

Item 1. Roll Call. City Clerk Hall called the roll.

MEMBERS PRESENT:	Nina Flannery Ty Hardiman Richard Hilbert
MEMBERS TARDY:	Chair Francis
MEMBERS ABSENT:	Dorinda Harvey
OTHERS PRESENT:	Brenda Hall, City Clerk

*****

Item 2. Approval of minutes from the January 20, 2011, meeting. Member Hardiman moved that the minutes from the January 20, 2011, meeting be approved, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. Enforcement Authority Minutes from January 20, 2011

and the question being upon approving the minutes from the January 20, 2011, meeting, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the minutes from the January 20, 2011, meeting were approved.

*****

Item 3. Review of Candidates' Campaign Contributions and Expenditures Reports.

Member Flannery moved that the City of Norman campaign contribution and expenditure report for Roger Gallagher for Ward 1 be accepted, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. City of Norman Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the City of Norman campaign contribution and expenditure report for Roger Gallagher for Ward 1, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the City of Norman campaign contribution and expenditure report for Roger Gallagher for Ward 1 was accepted.

*

Member Hardiman moved that the State C-1 campaign contribution and expenditure report for Roger Gallagher for Ward 1 be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. State C-1 Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the State C-1 campaign contribution and expenditure report for Roger Gallagher for Ward 1, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the State C-1 campaign contribution and expenditure report for Roger Gallagher for Ward 1 was accepted.

*

Member Hardiman moved that the City of Norman campaign contribution and expenditure report for the Committee to Elect Chris Lewis be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. City of Norman Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the City of Norman campaign contribution and expenditure report for the Committee to Elect Chris Lewis, a vote was taken with the following result:

Item 3, continued:

YEAS:	Members Flannery, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the City of Norman campaign contribution and expenditure report for the Committee to Elect Chris Lewis was accepted.

*

Member Hardiman moved that the State C-1 campaign contribution and expenditure report for the Committee to Elect Chris Lewis be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. State C-1 Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the State C-1 campaign contribution and expenditure report for the Committee to Elect Chris Lewis, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the State C-1 campaign contribution and expenditure report for the Committee to Elect Chris Lewis was accepted.

*

Member Hardiman moved that the City of Norman campaign contribution and expenditure report for the Committee to Elect Hal Ezzell be accepted, which motion was duly seconded by Chair Francis;

Items submitted for the record
1. City of Norman Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the City of Norman campaign contribution and expenditure report for the Committee to Elect Hal Ezzell, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the City of Norman campaign contribution and expenditure report for the Committee to Elect Hal Ezzell was accepted.

Item 3, continued:

Some occupations of contributors had been requested by Hal Ezzell but not received. City Clerk Hall will follow-up with candidate to get occupations.

*

Member Hardiman moved that the City of Norman campaign contribution and expenditure report for the Friends of Dave Spaulding be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. City of Norman Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the City of Norman campaign contribution and expenditure report for the Friends of Dave Spaulding, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the City of Norman campaign contribution and expenditure report for the Friends of Dave Spaulding was accepted.

*

Member Flannery moved that the State C-1 campaign contribution and expenditure report for the Friends of Dave Spaulding be accepted, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. State C-1 Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the State C-1 campaign contribution and expenditure report for the Friends of Dave Spaulding, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the State C-1 campaign contribution and expenditure report for the Friends of Dave Spaulding was accepted.

*

Item 3, continued:

Chair Francis moved that the City of Norman campaign contribution and expenditure report for the Committee to Elect Howard Saxion be accepted, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. City of Norman Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the City of Norman campaign contribution and expenditure report for the Committee to Elect Howard Saxion, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the City of Norman campaign contribution and expenditure report for the Committee to Elect Howard Saxion was accepted.

*

Member Flannery moved that the State C-1 campaign contribution and expenditure report for the Committee to Elect Howard Saxion with corrections be accepted, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. State C-1 Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the State C-1 campaign contribution and expenditure report for the Committee to Elect Howard Saxion with corrections, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the State C-1 campaign contribution and expenditure report for the Committee to Elect Howard Saxion with corrections was accepted.

Contributions report on State report do not balance to City. City Clerk Hall will follow-up with candidate to file a corrected report.

*

Item 3, continued:

Member Flannery moved that the City of Norman campaign contribution and expenditure report for Stephen Tyler Holman be accepted, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. City of Norman Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the City of Norman campaign contribution and expenditure report for Stephen Tyler Holman, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the City of Norman campaign contribution and expenditure report for Stephen Tyler Holman was accepted.

*

Chair Francis moved that the State C-1 campaign contribution and expenditure report for Stephen Tyler Holman be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. State C-1 Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the State C-1 campaign contribution and expenditure report for Stephen Tyler Holman, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the State C-1 campaign contribution and expenditure report for Stephen Tyler Holman was accepted.

*

Member Hardiman moved that the City of Norman campaign contribution and expenditure report for Brande' Kauffman for Ward 7 be accepted, which motion was duly seconded by Chair Francis;

Items submitted for the record
1. City of Norman Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the City of Norman campaign contribution and expenditure report for Brande' Kauffman for Ward 7, a vote was taken with the following result:

Item 3, continued;

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the City of Norman campaign contribution and expenditure report for Brande' Kauffman for Ward 7 was accepted.

*

Member Flannigan moved that the State C-1 campaign contribution and expenditure report for Brande' Kauffman for Ward 7 be accepted, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. State C-1 Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the State C-1 campaign contribution and expenditure report for Brande' Kauffman for Ward 7, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the State C-1 campaign contribution and expenditure report for Brande' Kauffman for Ward 7 was accepted.

*

Chair Francis moved that the City of Norman campaign contribution and expenditure report for Linda Lockett be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. City of Norman Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the City of Norman campaign contribution and expenditure report for Linda Lockett, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the City of Norman campaign contribution and expenditure report for Linda Lockett was accepted.

*

Item 3, continued:

Member Flannery moved that the State C-1 campaign contribution and expenditure report for Linda Lockett be accepted, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. State C-1 Campaign Contributions and Expenditures Report filed February 25, 2011

and the question being upon accepting the State C-1 campaign contribution and expenditure report for Linda Lockett, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the State C-1 campaign contribution and expenditure report for Linda Lockett was accepted.

*****

Item 4. Miscellaneous Discussion. Members discussed the next meeting scheduled for Monday, February 28, 2011, at 3:00 p.m. If no supplemental reports are received on Monday, City Clerk hall will contact members to cancel meeting.

*****

Item 6. Adjournment.

Chair Francis moved that the meeting be adjourned, which motion was duly seconded by Member Flannery; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Members Flannery, Francis, Hardiman, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the meeting was adjourned at 4:15 p.m.

ENFORCEMENT AUTHORITY MINUTES

March 4, 2011

The Enforcement Authority of the City of Norman, Cleveland County, Oklahoma, met in the Municipal Building Conference Room at 201 West Gray on the 4th day of March, 2011, at 3:00 p.m. Notice and agenda of the meeting were posted at the Municipal Building 48 hours prior to the beginning of the meeting.

Chairman Francis called the meeting to order at 3:00 p.m.

Item 1. Roll Call. City Clerk Hall called the roll.

MEMBERS PRESENT:	Ty Hardiman Dorinda Harvey Richard Hilbert Chair Francis
MEMBERS ABSENT:	Nina Flannery
OTHERS PRESENT:	Brenda Hall, City Clerk

*****

Item 2. Approval of minutes from the February 25 and February 28, 2011, meetings. Member Hilbert moved that the minutes from the February 25, 2011, meeting be approved, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. Enforcement Authority Minutes from February 25, 2011

and the question being upon approving the minutes from the February 25, 2011, meeting, a vote was taken with the following result:

YEAS:	Members Hardiman, Hilbert, and Chair Francis
NAYES:	None
ABSTAIN:	Member Harvey

The Chair declared the motion carried and the minutes from the February 25, 2011, meeting were approved.

*****

Member Hilbert moved that the minutes from the February 28, 2011, meeting be approved, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. Enforcement Authority Minutes from February 28, 2011

and the question being upon approving the minutes from the February 28, 2011, meeting, a vote was taken with the following result:

YEAS:	Members Hardiman, Hilbert, and Chair Francis
NAYES:	None
ABSTAIN:	Member Harvey

The Chair declared the motion carried and the minutes from the February 28, 2011, meeting were approved.

*****

Item 3. Review of Reports from Citizens for a Better Norman and consideration of appropriate action.

Chair Francis said Ms. Jeanette Coker filed a Campaign Contributions and Expenditures Report for Citizens for a Better Norman several hours after the February 28, 2011, Enforcement Authority meeting, which is considered a late report. She said the City has a specific Ordinance (O-1011-4) which speaks directly to late reports and the appropriate action to be taken, if necessary. Chair Francis said Ordinance No. O-1011-4 states..." Every candidate or candidate committee or every other committee failing to file registrations, designations of agents, and reports of contributions and expenditures on or before the days specified herein shall be assessed a late filed fee of up to Ten Dollars ($10.00) for each day after a report of contributions and expenditures is due that said report remains unfilled; provided the total amount of such fees assess per report shall not exceed One Hundred Dollars ($100.00)....". Chair Francis said Ms. Coker filed three (3) late reports last year and said she was also in attendance at the City Council meeting October 10, 2010, when Council adopted Ordinance No. O-1011-4.

Member Hilbert moved to acknowledge the report was filed late and thereby impose a fine of one day or Ten Dollars ($10.00) to Ms. Coker for failing to file a Campaign Contributions and Expenditures Report on behalf of Citizens for a Better Norman by the due date and time, which motion was duly seconded by Member Hardiman;

Ms. Brenda Hall, City Clerk, said Ms. Coker came into her office at 4:30 p.m. on Monday, February 28, 2011, to file a Campaign Contributions and Expenditures Report for Citizens for a Better Norman (CFABN). She said Ms. Coker felt the filing deadline of Friday, February 25, 2011, did not apply to CFABN because CFABN was not formed until Saturday, February 26, 2011. Mr. Jeff Bryant, City Attorney, asked Ms. Hall if the CFABN report noted when the committee was formed and Ms. Hall said yes, it states the committee was formed on February 26, 2011. Ms. Hall said the report reflected one expenditure and one contribution and it was her understanding the committee distributed fliers in support of Ward One Candidate, Roger Gallagher. Mr. Bryant asked if the noon deadline is specified in Ordinance No. O-1011-4 and Ms. Hall answered in the affirmative.

Member Hardiman asked if Ms. Coker filed any campaign reports last year for any registered committees having the same name as the CFABN and Ms. Hall said not to her recollection. She said if the Enforcement Authority desired she could research and if the CFABN is the same committee Ms. Coker filed campaign reports for last year, she would not have needed to file a new registration for CFABN but

instead filed additional campaign report(s) from the same committee. Member Hardiman requested Ms. Hall confirm whether or not the CFABN was the same committee that Ms. Coker registered last year.

Chair Francis requested a copy of the CFABN flyer to verify the content. Mr. Bryant asked if Ms. Coker represented the topic of the flyer on the report(s) and Ms. Hall said the flyers were in support of Roger Gallagher. Mr. Bryant stated the information Ms. Coker presented to Ms. Hall indicated that the expenditures were in support of a candidate for City Council Office. Ms. Hall agreed and said it is not a requirement for a committee or candidate(s) to bring/file copies of flyers.

Mr. Bryant suggested the Enforcement Authority did not need to review the flyer since they do not regulate flyer content and because Ms. Coker acknowledged that the expenditures were made in furtherance of a campaign for the election of a City Council candidate, which puts her within the Enforcement Authority jurisdiction. He asked what information Ms. Coker would have been required to report under current regulations and Ms. Hall said candidate/committees are required to report the contributors, the amount of the expenditure, and topic subject, which Ms. Coker did. Mr. Bryant asked if Ms. Coker was advised of a late fee penalty since the report was not filed in a timely manner and Ms. Hall answered in the affirmative.

Member Hardiman felt the CFABN did not file report(s) in a timely manner and they should be assessed a late fee penalty as spelled out in Ordinance No. O-1011-4 and Member Hilbert agreed.

and the question being upon acknowledging the report was filed late and thereby imposing a fine of one day or Ten Dollars ($10.00) to Ms. Coker for a late fee, a vote was taken with the following result:

YEAS:	Members Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and it was acknowledged that the report was filed late and a fine of one day or Ten Dollars ($10.00) was imposed to Ms. Coker for failing to file a Campaign Contribution and Expenditure Report on behalf of Citizens for a Better Norman by the due date and time.

*

Member Hilbert moved that the City of Norman campaign contribution and expenditure report from Citizens for a Better Norman be accepted, which motion was duly seconded by Member Harvey;

Items submitted for the record

1. City of Norman Campaign Contributions and Expenditures Report filed February 28, 2011

and the question being upon accepting the City of Norman campaign contribution and expenditure report from Citizens for a Better Norman, a vote was taken with the following result:

YEAS:	Members Hardiman, Harvey, Hilbert and Chair Francis
NAYES:	None

The Chair declared the motion carried and the City of Norman campaign contribution and expenditure report from Citizens of a Better Norman was accepted.

Ms. Hall mentioned Mr. Roger Gallaher, Council Elect Ward One, requested she reiterate on his behalf to the Enforcement Authority, that while he appreciated the support of the Citizens for a Better Norman (CFABN), it was not something done in conjunction with his campaign and he did not have any knowledge of the committee ahead of time.

*****

Item 4. Review and approval of the General Election Report to be forwarded to City Council.

Ms. Brenda Hall, City Clerk, informed the Enforcement Authority when she received the draft Norman Enforcement Authority Report, she corrected the Report to reflect Mr. Chris Lewis, not Mr. Hal Ezzell, was the candidate who notified the City Clerk of being stranded due to a flight cancellation during winter storm and made arrangements to receive orientation from the City Clerk at a later date.

Chair Francis said the draft Enforcement Authority Report will need amendments to reflect the late report from CFABN and suggested postponing the approval. Ms. Hall said if the Enforcement Authority wanted to postpone the approval of the General Election Report, an Enforcement Authority meeting would need to be scheduled next week in order to meet the timeframe requirement of getting the report on the March 22, 2011, City Council agenda. She said, however, the Enforcement Authority could choose to give input today that would allow Chair Francis to make amendments and re-draft the General Election Report so that it can be approved today and forwarded to City Council.

Member Hardiman said he would accept the approval of the General Election Report with the understanding that Chair Francis would amend the General Election Report to reflect the facts and action taken in today's meeting and Member Hilbert agreed.

Member Hardiman moved to make amendments to the General Election Report to reflect the facts and actions taken in today's meeting concerning Citizen's for a Better Norman and to approve the General Election Report, as amended, to be forwarded to City Council, which motion was duly seconded by Member Hilbert;

Items submitted for the record

1. Draft: Norman Enforcement Authority Report dated March 4, 2011

and the question being upon making amendments to the General Election Report to reflect the facts and actions taken in today's meeting concerning Citizens for a Better Norman and upon the subsequent approval, a vote was taken with the following result:

YEAS:	Members Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and amendments will be made to the General Election Report to reflect the facts and actions taken in today's meeting concerning Citizens for a Better Norman and the General Report was approved to be forwarded to City Council for their approval after amendments have been made.

*****

Item 5. Miscellaneous Discussion.

Member Harvey asked the City Clerk's Office to indicate the time reports are filed and Ms. Brenda Hall, City Clerk, said she would do so. Ms. Hall said the final reports are due by noon on April 8, 2011, and the Enforcement Authority is scheduled to meet at 2:00 p.m. on April 8, 2011.

*****

Item 6. Adjournment.

Member Harvey moved that the meeting be adjourned, which motion was duly seconded by Member Hardiman; and the question being upon adjourning the meeting, a vote was taken with the following result:

YEAS:	Members, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

Chair Francis declared the meeting be adjourned at 3:30 p.m.

*****

ENFORCEMENT AUTHORITY MINUTES

April 15, 2011

The Enforcement Authority of the City of Norman, Cleveland County, Oklahoma, met in the Municipal Building Conference Room at 201 West Gray on the 15th day of April, 2011, at 2:03 p.m. Notice and agenda of the meeting were posted at the Municipal Building 48 hours prior to the beginning of the meeting.

Chairman Francis called the meeting to order at 2:03 p.m.

Item 1. Roll Call. City Clerk Hall called the roll.

MEMBERS PRESENT:	Nina Flannery Ty Hardiman Dorinda Harvey Richard Hilbert Chair Francis
MEMBERS ABSENT:	None
OTHERS PRESENT:	Brenda Hall, City Clerk

* * * * *

Item 2. Approval of minutes from the March 4, 2011, meeting. Member Hardiman moved that the minutes from the March 4, 2011, meeting be approved, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. Enforcement Authority Minutes from March 4, 2011

and the question being upon approving the minutes from the March 4, 2011, meeting, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the minutes from the March 4, 2011, meeting were approved.

* * * * *

Item 3. Review and acceptance of final campaign and expenditure reports from the following:

Friends of Cindy Rosenthal:

Member Hardiman moved that the final campaign contribution and expenditure reports for Friends of Cindy Rosenthal be accepted, which motion was duly seconded by Member Hilbert;

Items submitted for the record
1. City and State Campaign Contributions and Expenditures Report filed April 8, 2011

and the question being upon accepting the final campaign contribution and expenditure reports for Friends of Cindy Rosenthal, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the final campaign contribution and expenditure reports for Friends of Cindy Rosenthal were accepted.

*

DOUG CUBBERLEY:

Member Harvey moved that the final campaign contribution and expenditure reports for Doug Cubberley be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. City and State Campaign Contributions and Expenditures Report filed March 25, 2011

and the question being upon accepting the final campaign contribution and expenditure reports for Doug Cubberley, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the final campaign contribution and expenditure reports for Doug Cubberley were accepted.

*

Item 3, continued:

Rachel Butler for City Council:

Member Hardiman moved that the final campaign contribution and expenditure reports for Rachel Butler for City Council be accepted, which motion was duly seconded by Member Hilbert;

Items submitted for the record
1. City and State Campaign Contributions and Expenditures Report filed April 8, 2011

and the question being upon accepting the final campaign contribution and expenditure reports for Rachel Butler for City Council, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the final campaign contribution and expenditure reports for Rachel Butler for City Council were accepted.

*

Roger Gallagher for Ward One:

Member Hardiman moved that the final campaign contribution and expenditure reports for Roger Gallagher for Ward One be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. City and State Campaign Contributions and Expenditures Report filed April 8, 2011

and the question being upon accepting the final campaign contribution and expenditure reports for Roger Gallagher for Ward One, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the final campaign contribution and expenditure reports for Roger Gallagher for Ward One were accepted.

*

Item 3, continued:

Committee to Elect Chris Lewis:

Member Flannery moved that the final campaign contribution and expenditure reports for the Committee to Elect Chris Lewis be accepted, which motion was duly seconded by Member Hilbert;

Items submitted for the record
1. City and State Campaign Contributions and Expenditures Report filed March 28, 2011

and the question being upon accepting the final campaign contribution and expenditure reports for the Committee to Elect Chris Lewis, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the final campaign contribution and expenditure reports for the Committee to Elect Chris Lewis were accepted.

*

Committee to Elect Hal Ezzell:

No reports were filed for the final campaign contribution and expenditure reports for the Committee to Elect Hal Ezzell, therefore no action was taken. The reports will be reviewed at the next scheduled meeting.

*

Committee to Elect Howard Saxion:

Member Harvey moved that the final campaign contribution and expenditure reports for the Committee to Elect Howard Saxion be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. City and State Campaign Contributions and Expenditures Report filed April 12, 2011

and the question being upon accepting the final campaign contribution and expenditure reports for the Committee to Elect Howard Saxion, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the final campaign contribution and expenditure reports for the Committee to Elect Howard Saxion were accepted.

*

Item 3, continued:

Friends of Dave Spaulding:

Member Hardiman moved that the final campaign contribution and expenditure reports for Friends of Dave Spaulding be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. City and State Campaign Contributions and Expenditures Report filed April 8, 2011

and the question being upon accepting the final campaign contribution and expenditure reports for Friends of Dave Spauling, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the final campaign contribution and expenditure reports for Friends of Dave Spaulding were accepted.

*

Brande Kauffman for Ward 7:

Member Hardiman moved that the final campaign contribution and expenditure reports for Brande Kauffman for Ward 7 be accepted, which motion was duly seconded by Member Harvey;

Items submitted for the record
1. City and State Campaign Contributions and Expenditures Report filed April 8, 2011

and the question being upon accepting the final campaign contribution and expenditure reports for Brande Kauffman for Ward 7, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the final campaign contribution and expenditure reports for Brande Kauffman for Ward 7 were accepted.

* * * * *

Item 4. Miscellaneous Discussion.

The next meeting is scheduled for May 6, 2011, at 2:00 p.m., to review supplemental and/or final reports for the Committee to Elect Hal Ezzell, Linda Lockett, and Stephen Tyler Holman.

Member Hardiman said during the meeting of March 4, 2011, he asked if Jeanette Coker's Citizens for a Better Norman Committee is a new committee or a previously formed committee and Ms. Hall was going to research and get back to the Enforcement Authority with an answer. Ms. Hall said the committee is new. Chair Francis asked about membership for the Committee and Ms. Hall said committee's are not required to list their members, but the only officer listed for that committee is Jeanette Coker and one person can be a committee. Member Hardiman asked what the fee was to register a committee with the City of Norman and Ms. Hall said there is no fee. Member Hardiman asked if there would be an update regarding the action taken at the last meeting regarding the report not being filed in time and Ms. Hall said Mr. Jeff Bryant, City Attorney, spoke with Ms. Coker on more than one occasion, but she had no additional updates to report except to say the late filing fee has not been paid. Member Hardiman asked if a final report would be reviewed by the Enforcement Authority and Ms. Hall said the report previously reviewed by the Authority was the first and final report. Ms. Coker has indicated that no further action has occurred with the committee. Chair Francis said it is the City's purvue to take action on reports filed late and collection of late fees.

*****

Item 5. Adjournment.

Member Hardiman moved that the meeting be adjourned, which motion was duly seconded by Member Flannery; and the question being upon adjourning the meeting, a vote was taken with the following result:

YEAS:	Members, Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

Chair Francis declared the meeting be adjourned at 2:40 p.m.

* * * * *

ENFORCEMENT AUTHORITY MINUTES

May 6, 2011

The Enforcement Authority of the City of Norman, Cleveland County, Oklahoma, met in the Municipal Building Conference Room at 201 West Gray on the 6th day of May, 2011, at 2:04 p.m. Notice and agenda of the meeting were posted at the Municipal Building 48 hours prior to the beginning of the meeting.

Item 1. Roll Call. City Clerk Hall called the roll.

MEMBERS PRESENT:	Nina Flannery Ty Hardiman Dorinda Harvey Chair Francis
MEMBERS TARDY:	Richard Hilbert
MEMBERS ABSENT:	None
OTHERS PRESENT:	Brenda Hall, City Clerk

* * * * *

Item 2. Approval of minutes from the April 15, 2011, meeting. Member Flannery moved that the minutes from the April 15, 2011, meeting be approved, which motion was duly seconded by Member Hardiman;

Items submitted for the record
1. Enforcement Authority Minutes from April 15, 2011

and the question being upon approving the minutes from the April 15, 2011, meeting, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the minutes from the April 15, 2011, meeting were approved.

* * * * *

Item 3. Review and acceptance of campaign contribution and expenditure reports from the following:

Linda Lockett:

Member Hardiman moved that the City campaign contribution and expenditure report for Linda Lockett be accepted, which motion was duly seconded by Member Harvey;

Items submitted for the record
1. City Campaign Contributions and Expenditures Report filed May 6, 2011

and the question being upon accepting the City campaign contribution and expenditure report for Linda Lockett, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the City campaign contribution and expenditure report for Linda Lockett was accepted.

*

Member Hardiman moved that the State campaign contribution and expenditure report for Linda Lockett be accepted, which motion was duly seconded by Member Hilbert;

Items submitted for the record
1. State Campaign Contributions and Expenditures Report filed May 4, 2011

and the question being upon accepting the State campaign contribution and expenditure report for Linda Lockett, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the State campaign contribution and expenditure report for Linda Lockett was accepted.

*

Item 3, continued:

Stephen Tyler Holman:

Member Hardiman moved that the City campaign contribution and expenditure report for Stephen Tyler Holman be accepted with stipulation that missing contributor's occupations be provided, which motion was duly seconded by Member Harvey;

Items submitted for the record
1. State Campaign Contributions and Expenditures Report filed May 4, 2011

and the question being upon accepting the City campaign contribution and expenditure report for Stephen Tyler Holman with stipulation that missing contributor's occupations being provided, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the City campaign contribution and expenditure report for Stephen Tyler Holman was accepted with stipulation that missing contributor's occupation will be provided.

*

Member Hardiman moved that the State campaign contribution and expenditure report for Stephen Tyler Holman be accepted with stipulation that missing contributor's occupations be provided, which motion was duly seconded by Member Harvey;

Items submitted for the record
1. State Campaign Contributions and Expenditures Report filed May 4, 2011

and the question being upon accepting the State campaign contribution and expenditure report for Stephen Tyler Holman with stipulation that missing contributor's occupations being provided, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the State campaign contribution and expenditure report for Stephen Tyler Holman was accepted with stipulation that missing contributor's occupation will be provided.

*

Item 3, continued:

Committee to Elect Hal Ezzell:

Member Harvey moved that the State campaign contribution and expenditure report for the Committee to Elect Hal Ezzell be accepted, which motion was duly seconded by Member Flannery;

Items submitted for the record
1. City Campaign Contributions and Expenditures Report filed May 3, 2011

and the question being upon accepting the State campaign contribution and expenditure report for the Committee to Elect Hal Ezzell, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the State campaign contribution and expenditure report for Hal Ezzell was accepted.

*

Member Hardiman moved that the City campaign contribution and expenditure report for the Committee to Elect Hal Ezzell be accepted, which motion was duly seconded by Member Harvey;

Items submitted for the record
1. State Campaign Contributions and Expenditures Report filed May 3, 2011

and the question being upon accepting the City campaign contribution and expenditure report for the Committee to Elect Hal Ezzell, a vote was taken with the following result:

YEAS:	Members Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

The Chair declared the motion carried and the City campaign contribution and expenditure report for the Committee to Elect Hal Ezzell was accepted.

*

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Item 4. Miscellaneous Discussion.

Chair Francis said the next meeting will be scheduled Monday, May 9, 2011, at 2:00 p.m., only if supplemental reports are filed.

Ms. Brenda Hall, City Clerk, said campaign final reports are due Monday, June 20, 2011, and the Committee will need to meet at some point after that date to review those reports. She said the Enforcement Authority's report to City Council will be due 90 days from the election, which would be the end of August.

Ms. Hall said this is the first year the City ordinance required a fee for late report filing and there had been fees collected. She said there had also been questions regarding the clarity of the ordinance as to who had to file, when they had to file, and if and when a committee formed over the weekend should file a report. She said the Council Oversight Committee reviewed the ordinance at their meeting on May 4, 2011, and recommended removing the Monday, noon filing requirement. Chair Francis said the Monday supplemental filing requirement was placed in the ordinance due to a flurry of activity, several years ago, that had garnered thousands of dollars over a weekend before an election and was not reported prior to the election because reports were required to be filed the Friday before election. As a result, the Committee felt that filing a supplemental report filed on Monday at noon would alleviate this from happening again. Ms. Hall said the Oversight Committee felt that if a candidate or committee intentionally withheld information until after the Friday report was due and their intent was to hide the money until after the election, they could do the same on the Monday report. The Oversight Committee asked if anyone, such as the newspapers, picked up the Monday reports and Ms. Hall said no.

Ms. Hall said the Oversight Committee did not want to discourage people from participating in the campaign process and having their right to free speech or making it overly burdensome. Member Hardiman asked if the Enforcement Authority Chair had been notified of the Oversight Committee meeting and Mr. Hall said no and apologized for the oversight. Member Hardiman asked if Ms. Hall had acted as a representative of the Enforcement Authority at the meeting and Ms. Hall said yes. Member Hardiman said the Enforcement Authority initial changes to the ordinance was only a portion of the overall change to educate the public and asked if the Oversight Committee understood that. Ms. Hall said she had explained to the Oversight Committee why the Enforcement Authority had wanted these changes and the ultimate goal was transparency.

Ms. Hall said the Oversight Committee also discussed a minimum threshold of $500, mirroring State requirements, before a report must be filed. Ms. Hall said that minimum would not apply to candidates or candidate committee's only committees supporting or opposing candidates.

Member Hardiman said he was not adverse to changing the ordinance, but he did not want the language changed just because no one picks up the reports on Monday and that to be the justification for the change. He felt there had been a strong reason for requiring the Monday report and Council, at that time, had agreed.

Ms. Hall said the Oversight Committee's recommendations will go to a Council Study Session or Conference next and she would notify the Enforcement Authority of that date when it was scheduled.

*****

Item 5. Adjournment.

Member Hardiman moved that the meeting be adjourned, which motion was duly seconded by Member Harvey; and the question being upon adjourning the meeting, a vote was taken with the following result:

YEAS:	Members, Flannery, Hardiman, Harvey, Hilbert, and Chair Francis
NAYES:	None

Chair Francis declared the meeting be adjourned at 2:55 p.m.

ENFORCEMENT AUTHORITY MINUTES

July 1, 2011

The Enforcement Authority of the City of Norman, Cleveland County, Oklahoma, met in the Municipal Building Conference Room at 201 West Gray on the 1st day of July, 2011, at 2:04 p.m. Notice and agenda of the meeting were posted at the Municipal Building 48 hours prior to the beginning of the meeting.

Item 1. Roll Call. City Clerk Hall called the roll.

MEMBERS PRESENT:	Nina Flannery Dorinda Harvey Vice-Chair Richard Hilbert
MEMBERS ABSENT:	Ty Hardiman and Chair Francis
OTHERS PRESENT:	Brenda Hall, City Clerk

* * * * *

Item 2. Approval of minutes from the May 6, 2011, meeting. Member Harvey moved that the minutes from the May 6, 2011, meeting be approved, which motion was duly seconded by Member Flannery;

Items submitted for the record

1. Enforcement Authority Minutes from May 6, 2011

and the question being upon approving the minutes from the May 6, 2011, meeting, a vote was taken with the following result:

YEAS:	Members Flannery, Harvey, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the minutes from the May 6, 2011, meeting were approved.

* * * * *

Item 3. Review and acceptance of campaign contribution and expenditure reports from the following:

Stephen Tyler Holman:

Member Flannery moved that the campaign contribution and expenditure reports for Stephen Tyler Holman be accepted, which motion was duly seconded by Member Harvey;

Items submitted for the record
1. City Campaign Contributions and Expenditures Report filed June 20, 2011
2. State Campaign Contributions and Expenditures Report filed June 20, 2011

and the question being upon accepting the campaign contribution and expenditure reports for Stephen Tyler Holman, a vote was taken with the following result:

YEAS:	Members Flannery, Harvey, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the campaign contribution and expenditure reports for Stephen Tyler Holman were accepted.

*

Linda Lockett:

Member Flannery moved that the campaign contribution and expenditure reports for Linda Lockett be accepted, which motion was duly seconded by Member Harvey;

Items submitted for the record
1. Campaign Contributions and Expenditures Report filed June 20, 2011
2. State Campaign Contributions and Expenditures Report filed June 20, 2011

and the question being upon accepting the campaign contribution and expenditure reports for Linda Lockett, a vote was taken with the following result:

YEAS:	Members Flannery, Harvey, and Vice-Chair Hilbert
NAYES:	None

The Vice-Chair declared the motion carried and the campaign contribution and expenditure reports for Linda Lockett were accepted.

*

Item 4. Discussion regarding Final Election Report to be submitted to City Council.

Vice-Chair Hilbert asked when the final report was due and Ms. Brenda Hall, City Clerk, said the final report must be submitted to City Council within 90 days of the final election, which would be the day before the August 9, 2011, Council meeting. She said since the agenda for that meeting would be printed before the final report could be submitted, the report would have to be placed on the July 26, 2011, agenda. She said, in the past, the Enforcement Authority Chair has always prepared the final report as a summary of activity for that campaign cycle. She said the report is then forwarded to Enforcement Authority members via e-mail for review; however, an Enforcement Authority meeting can be scheduled for members to vote to approve the report and recommend submission to Council. She said the meeting would have to be scheduled by July 15, 2011.

Members agreed they would like the final report e-mailed to them for review then forwarded for placement on City Council's July 26, 2011, agenda.

Item5. Miscellaneous Discussion.

Ms. Hall updated members on the City Council Oversight Committee's ordinance amendment recommendations made in their meeting of May 4, 2011. She answered Enforcement Authority member's questions and assured them she would notify them when the item is scheduled for Council's review in a Study Session.

Member Flannery suggested changing the name of the Enforcement Authority to better identity the Committee as more of a compliance committee than enforcement committee. Vice-Chair Hilbert asked that the subject be placed on a future Enforcement Authority agenda for members to discuss and decide on a new name.

*****

Item 6. Adjournment.

Member Harvey moved that the meeting be adjourned, which motion was duly seconded by Member Flannery; and the question being upon adjourning the meeting, a vote was taken with the following result:

YEAS:	Members, Flannery, Harvey, and Vice-Chair Hilbert
NAYES:	None

Vice-Chair Hilbert declared the meeting be adjourned at 2:45 p.m.

City of Norman, OK

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

Master

File Number: K-1011-174

File ID:	K-1011-174	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 11	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$193,210.00	**File Created:**	07/07/2011
File Name:	K-1011-174 FYE 2012 Concrete Projects			**Final Action:**	

Title: CONSIDERATION OF AWARDING OF BID NO. 1011-76, APPROVAL OF CONTRACT NO. K-1011-174 WITH CENTRAL CONTRACTING SERVICES, INC. IN THE AMOUNT OF $178,311.50; CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY $14,898.50; AND RESOLUTION NO. R-1011-62 FOR THE FYE 2012 CONCRETE PROJECTS AND BUDGET TRANSFERS.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to Central Contracting Services, Inc., in the amount of $178,311.50 as the lowest and best bidder meeting specifications; approve Contract No. K-1011-174 and Change Order No. One increasing the contract amount by $14,898.50; authorize execution of the contract and change order; authorize the Mayor to sign Performance Bond No. B-1011-100, Statutory Bond No. B-1011-101, and Maintenance Bond No. MB-1011-97 contingent upon the City Attorney's approval; adopt Resolution No. R-1011-62; and transfer $8,210 from Project No. EF0134, Fire Station No. 1 Repair, Construction (050-9677-419.61-01) to Project No. TC00245, Citywide Sidewalk Reconstruction Project, Construction (050-9052-431.61-01) in the amount of $1,464, Project TC0238, Sidewalk Accessibility Project, Construction (050-9316-431.61-01) in the amount of $5,363, and Project TC0246, Downtown Area Sidewalks and Curbs, Construction (050-9716-431.61-01) in the amount of $1,383.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 11

Attachments: Project Table & Budget, Bid Tab, Project Locations, K-1011-174, Perf B-1011-100, Stat B-1011-101, MB-1011-97, R-1011-62, PR Central Contracting

Project Manager: Jack Burdett, Engineering Assistant

Entered by: pam.jones@normanok.gov **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1011-174

Body

BACKGROUND: The Fiscal Year ending June 30, 2012 (FYE 2012) Capital Improvement Program Budget includes several concrete sidewalk projects. The projects are similar so more competitive bids have historically been obtained by bidding them together. Therefore, staff combined these projects into one project entitled the FYE 2012 Concrete Projects. There are four (4) projects as described in detail below and outlined in a table attached.

The **Citywide Sidewalk Reconstruction Project** is intended to assist property owners in repairing sidewalks and constructing new sidewalks along an entire city block. Property owners who wish to participate in the Citywide Sidewalk Reconstruction Project will pay fifty percent (50%) of the estimated cost with the City paying the remaining fifty percent (50%).

The **Sidewalk Accessibility Project** provides wheelchair ramps where none exist and rebuilds existing ramps that do not comply with the Americans with Disabilities Act (ADA) standards. This project will construct approximately twenty-five (25) curb ramps at locations determined by request by citizens and the remaining along arterial or collector streets that do not currently have ramps at street-sidewalk intersections.

The **Sidewalk Program for Schools and Arterials Project** will construct new sidewalks adjacent to elementary schools that have no sidewalks and along walking routes to the school which will include the following location: Pickard Avenue from Timberdell Road to Lakewood Drive. This fiscal year project is located in the McKinley Elementary School.

The **Downtown Area Sidewalks and Curbs** will repair hazardous or deteriorated sidewalks, ramps, and curbs in the downtown area. The locations for FYE 2012 will be concentrated along Porter Avenue and multiple locations on the west side of downtown.

DISCUSSION: Bid Documents and Specifications were advertised according to State Law. Seven (7) contractors received the bid documents and one (1) bid was received back on June 23, 2011. Competing contractors indicated an abundance of higher priority projects to bid in the Oklahoma City metropolitan area and lack of interest in this type of work. The low bidder, in the amount of $178,311.50, is Central Contracting Services, Inc. of Norman. The engineer's estimate was $187,000.

The bid amount for each of the four (4) projects was shown separately on the bid proposal. The bids for two (2) projects were less than the budgeted amount; and bids for two (2) projects were greater than the budgeted amount. For the Citywide Sidewalk Reconstruction, citizens have the option of using their own contractor, using the City's contractor, or performing the work themselves. Therefore, staff recommends leaving $10,000 in unencumbered funds for the City's fifty percent (50%) match of this program. The total amount recommended to be left unencumbered is $10,000. Please reference the project table attached to this memo.

Staff recommends the approval of Change Order No.1, which will increase the contract cost amounts for two (2) projects in the amount of $14,898.50. An unencumbered amount of $10,000 should be made available for re-imbursements to citizens that hire their own contractor. If approved, the contract amount will be increased from $178,311.50 to $193,210. The budgeted amount with the unencumbered amount included, will be exceeded by $8,210 which will be used to fund sidewalk repair adjacent to Fire Station No. 1. This change order will allow more work to be accomplished for the projects listed below:

- Citywide Sidewalk Reconstruction - Sidewalks in the public Right-of-Way adjacent to Fire Station No.1 can be repaired.

- Sidewalk Program for Schools and Arterials - Additional sidewalk can be constructed.

If approved, all of this work including Change Order No. 1 will be completed by August 31, 2012.

Resolution No. R-1011-62 confers upon Central Contracting Services, Inc., the limited agent status for the purchase of materials to be incorporated in the project on a sales tax-exempt basis. The bid documents offered tax-exempt status to all bidders.

RECOMMENDATION NO. 1: Staff has reviewed the bids and recommends that Bid No. 1011-76 for the FYE 2012 Concrete Projects be awarded to the low bidder, Central Contracting Services Inc. in the amount of $178,311.50.

RECOMMENDATION NO. 2: Staff further recommends that, upon approval of Bid No. 1011-76, the following contract and bonds be approved:

Contract No. K-1011-174
Performance Bond No. B-1011-100
Statutory Bond No. B-1011-101
Maintenance Bond No. MB-1011-97

RECOMMENDATION NO. 3: Staff further recommends that, upon approval of Bid No. 1011-76, Central Contracting Services, Inc., be authorized and appointed as project agent via Resolution No. R-1011-62.

RECOMMENDATION NO.4: Staff further recommends that Change Order No. 1, which increases the contract amount $14,898.50, be approved.

RECOMMENDATION NO.5: Staff further recommends a transfer as follows:

From: Project EF0134, Fire Station No. 1 Repair, Construction (050-9677-419.61-01) $8,210
To: Project TC0245, Citywide Sidewalk Reconstruction Project, Construction (050-9052-431.61-01) $1,464
To: Project TC0238, Sidewalk Accessibility Project, Construction (050-9316-431.61-01) $5,363
To: Project TC0246, Downtown Area Sidewalks and Curbs, Construction (050-9716-431.61-01) $1,383

FYE 2012 CONCRETE PROJECTS

Project Name	Account No.	Budgeted	Bid Amount
	Project No.	Amount	
1) Citywide Sidewalk Reconstruction Project	050-9052-431.61-01 TC 0245	$ 50,000	$ 32,642.50
2) Sidewalk Accessibility Project	050-9316-431.61-01 TC 0238	$ 25,000	$ 30,363.00
3) Sidewalk Program for Schools and Arterials	050-9317-431.61-01 TC 0249	$ 70,000	$ 63,923.00
4) Downtown Area Sidewalks and Curbs	050-9716-431.61-01 TC 0246	$ 50,000	$ 51,383.00
	Total	$ 195,000	$ 178,311.50

FYE 2012 CONCRETE PROJECTS BUDGET

PROJECT NAME	FUNDING	BID AMOUNT	CHANGE ORDER NO. 1	UNENCUMBERED AMOUNT FOR TESTING & CONSTRUCTION COSTS	FINAL CONTRACT AMOUNT
1.) Citywide Sidewalk Reconstruction	$ 50,000	$32,642.50	$8821.50	$10,000.00	$41,464.00
2.) Sidewalk Accessibility	$ 25,000	$30,363.00	$0.00	$0.00	$30,363.00
3.) Sidewalk Program for Schools and Arterials Project	$ 70,000	$63,923.00	$6,077.00	$0.00	$ 70,000.00
4.) Downtown Area Sidewalks and Curbs	$ 50,000	$51,383.00	$0.00	$0.00	$51,383.00
TOTAL	$195,000	$178,311.50	$14,898.50	$10,000.00	$193,210.00

BID LIST
FYE 2012 CONCRETE PROJECTS
Contract No. K-1011-174

	CONTRACTOR	CITY/STATE	AMOUNT
	Engineer's Estimate	Norman, OK	**$ 187,000.00**
1	Central Contracting	Norman, OK	$ 178,311.50
2	Nash Construction	Oklahoma City, OK	No Bid
3	Rudy Construction	Norman, OK	No Bid
4	A-Tech Paving	Edmond, OK	No Bid
5	OPES, Inc.	Norman, OK	No Bid
6	TJ Campbell	Oklahoma City, OK	No Bid
7	Texoma Paving & Construction	Oklahoma City, OK	No Bid

FYE 2012 CONCRETE PROJECT LOCATIONS

LOCATION	TYPE OF WORK
Porter Avenue-East side from alley south of Main Street to 400 block	Sidewalk Repair
Eufaula & James Garner Avenue-NE	ADA Ramp Repair
West Comanche Street-North side of 300 block	Sidewalk Repair
West Main Street-South side of 200 block	Sidewalk Repair
West Tonhawa & Webster Street	ADA Ramps
West Tonhawa & James Garner Avenue	ADA Ramps

CONTRACT

THIS CONTRACT made and entered into this 26th day of July, 2011, by and between as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

FYE 2012 CONCRETE PROJECTS

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

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

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

(WRITTEN) One Hundred Seventy Eight Thousand Three Hundred Eleven & Fifty/100 (DOLLARS);

(NUMERALS) ($ 178,311.50);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

l) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Tile 62, Section 310.9.

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

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

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

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

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

5) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

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

7) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

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

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

10) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

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

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

STATE OF Oklahoma)
) ss:
COUNTY OF Cleveland)

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

James L Tipken
Contractor

Subscribed and sworn to before me this 26th day of July, 20 11.

Sara N. Switzer
Notary Public

My Commission Expires: 07/12/15

TARA N. SWITZER NOTARY PUBLIC 07006632 EXP. 7/12/15 STATE OF OKLAHOMA

Contract No. K-1011-174
Page 3 of 4

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 26th day of July 2011, and the 26th day of July, 2011.

(Corporate Seal) (where applicable)

Principal
Central Contracting Services, Inc.
Signed: James L Tyler
Title: President
Address 17301 S. Sunnylane
Norman, OK 73071
Telephone: 405-895-6250

ATTEST:
Authorized Representative
James L Tyler
Corporate Secretary (where applicable)

CITY OF NORMAN:

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

R Bruce
City Attorney

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

ATTEST:

City Clerk

Mayor

Contract No. K-1011-174
Page 4 of 4

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1 DATE: July 26, 2011

CONTRACT NO.: K-1011-174 SUBMITTED BY: Jack Burdett

PROJECT: FYE 2012 CONCRETE PROJECTS

CONTRACTOR: CENTRAL CONTRACTING SERVICES, INC.
Address: 17301 S. SUNNYLANE
City, State, Zip: NORMAN, OK 73071

Original Completion Date: July 31, 2012

Previous Completion Date: July 31, 2012 ORIGINAL CONTRACT AMOUNT: $178,311.50

(Increase) this change order 31 Calendar days

New Completion Date August 31, 2012 PRESENT CONTRACT AMOUNT: $193,210.00

DESCRIPTION	DECREASE	INCREASE
See Attached "Change Order Detail"	$0.00	$14,898.50

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

NET CHANGE: $ 14,898.50

REVISED CONTRACT AMOUNT $193,210.00

CONTRACTOR: James Tipton DATE: 7/8/11

ARCH./ENGINEER: [illegible] DATE: 7/20/11

CITY ATTORNEY: [illegible] DATE: 7-20-11

ACCEPTED BY: _____ DATE: _____
(Mayor)

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

Project Name: FYE 2012 CONCRETE PROJECTS
Design Engineer: JACK BURDETT

Address/Phone: 201 WEST GRAY
NORMAN, OK 73070
405.366.5457

Project Account Number's: TC0245, TC0238, TC0249, TC0246

Contract No. K-1011-174

A. Change Orders or addenda to public construction contracts of One Million Dollars ($1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change Orders or addenda to public construction contracts of over One Million Dollars ($1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars ($150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change Orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.

H. All change orders shall contain a unit price and total for each of the following items:

1. All materials with cost per item; and
2. Itemization of all labor with number of hours per operation and cost per hour; and
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type; and
4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars ($10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection G of this section.

J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

CHANGE ORDER (Continued)
CHANGE ORDER NO. 1
PROJECT NAME: FYE 2012 CONCRETE PROJECTS

	Description		
	FYE 2012 CITYWIDE SIDEWALK RECONSTRUCTION		
	Acct. No. 050-9052-431.61-01 Proj. No.TC00245		
Item	Description	Decrease	Increase
1	Unclassified Excavation Common		
	11 CY x $1/CY=		$11.00
3	Solid Slab Sodding		
	43 SY x $3.5/SY=		$150.50
8	Removal of Concrete Sidewalk		
	122 SY x $9/SY=		$1098.00
10	Removal of 6" Concrete		
	8 SY x $9/SY=		$72.00
12	Sawing Pavement		
	25 LF x $2/LF=		$50.00
13	4" Concrete Sidewalk		
	150 SY x $45/SY=		$6,750.00
19	6" Concrete (H.E.S. 3000 PSI)		
	12 SY x $45/SY=		$540.00
30	Removal of Curb and Gutter		
	10 LF x $1/LF=		$10.00
31	Curb and Gutter		
	10 LF x $14/LF=		$140.00
	TOTAL CITYWIDE SIDEWALK RECONSTRUCTION INCREASE		$8,821.50

CHANGE ORDER (Continued)
CHANGE ORDER NO. 1
PROJECT NAME: FYE 2012 CONCRETE PROJECTS

	Description		
	FYE 2012 SIDEWALK PROGRAM FOR SCHOOLS AND ARTERIALS PROJECT		
	Acct. No. 050-9317-431.61-01 Proj. No.TC0249		
Item	Description	Decrease	Increase
10	Removal of 6" Concrete		
	39 SY x $9/SY=		$351.00
12	Sawing Pavement		
	58 LF x $2/LF=		$116.00
13	4" Concrete Sidewalk		
	42 SY x $45/SY=		$1,890.00
19	6" Concrete (H.E.S. 3000 PSI)		
	40 SY x $45/SY=		$1,800.00
20	Sidewalk Ramps		
	15 SY x $80/SY=		$1200.00
20a	Detectable Warning Surface		
	24 SF x $30/SF=		$720.00
	TOTAL SIDEWALK PROGRAM FOR SCHOOLS AND ARTERIALS PROJECT INCREASE		$6,077.00

PROJECT NAME: FYE 2012 CONCRETE PROJECTS

		Decrease	**Increase**
	GRAND TOTAL	$0.00	$14,898.50

Resolution

R-1011-62

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING CENTRAL CONTRACTING SERVICES, INC., AS PROJECT AGENT FOR THE FYE 2012 CONCRETE PROJECTS.

§ 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 Central Contracting Services, Inc., for the FYE 2012 Concrete Projects; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Central Contracting Services, 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, Central Contracting Services, Inc., to purchase materials which are in fact used for the FYE 2012 Concrete Projects; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Central Contracting Services, 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 26th day of July, 2011, did appoint Central Contracting Services, Inc., who is involved with the FYE 2012 Concrete Projects, 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 construction of a FYE 2012 Concrete Projects.

PASSED AND ADOPTED THIS 26th day of July, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000189333

REQUISITION BY: DSMITH

STATUS: PRE-AUDIT APPROVAL
REASON: CAPITAL PROJECT - STATION 9

DATE: 7/19/11

SHIP TO LOCATION: FIRE DEPARTMENT ADM

SUGGESTED VENDOR: 10206 KIRKPATRICK ARCHITECTURE STUDI

DELIVER BY DATE: 6/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DESIGN SERVICE FOR FIRE STATION 9 COMMODITY: ARCHITECTURAL AND ENGINEE SUBCOMMOD: ARCHITECTURAL SERVICES, N	299625.00	EA	1.0000	299625.00	
2	ENHANCED COMMISSIONING FOR FIRE STATION 9 COMMODITY: ARCHITECTURAL AND ENGINEE SUBCOMMOD: ARCHITECTURAL SERVICES, N	63000.00	EA	1.0000	63000.00	
3	LEED CERTIFICATION FOR FIRE STATION 9 CONTINGENT UPON COUNCIL APPROVAL ON 7/26/11 COMMODITY: ARCHITECTURAL AND ENGINEE SUBCOMMOD: ARCHITECTURAL SERVICES, N	61050.00	EA	1.0000	61050.00	

REQUISITION TOTAL: 423675.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05093774196201	Capital Projects Design	FT0003 Fire Station #9 Eastside	100.00	299625.00
2	05093774196201	Capital Projects Design	FT0003 Fire Station #9 Eastside	100.00	63000.00
3	05093774196201	Capital Projects Design	FT0003 Fire Station #9 Eastside	100.00	61050.00
					423675.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

WAITING FOR PROJECT FUNDS TO ROLL OVER

City of Norman, OK

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

Master

File Number: GID-1112-12

File ID:	GID-1112-12	**Type:**	Request for Payment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 12	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**	$25,586.00	**File Created:**	07/20/2011
File Name:	Emergency Ratification of Library Repairs			**Final Action:**	

Title: CONSIDERATION OF THE RATIFICATION OF THE DECLARATION OF EMERGENCY REPAIRS IN THE AMOUNT OF $25,586 FROM STANDARD ROOFING COMPANY, INC., TO THE OUTSIDE RETURN AIR DUCTWORK FOR THE NORMAN PUBLIC LIBRARY DAMAGED IN THE JUNE 14, 2011, STORM EVENT AND BUDGET TRANSFER.

ACTION NEEDED: Motion to approve or reject ratification of the declaration of an emergency; and, if approved, direct payment in the amount of $25,586 to Standard Roofing Company, Inc., and transfer $20,000 from Project No. EF0020, Maintenance of Existing Facilities, Contingency (050-9677-419.61-01), and $12,568 from General Fund, 2% Reserve (010-1001-411.40.97) to Project No. EF1003, Building HVAC Mechanical, Construction (050-9540-419.61-01).

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 12

Attachments: Emergency Authorization Memo.pdf, Quote from Standard Roofing Company.pdf, Quote from Allied Heat and Air.pdf, PR Standard Roofing, PR Allied

Project Manager: Matthew Smith, Facility Maintenance Superintendent

Entered by: brenda.hall@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1112-12

Body

BACKGROUND: The Norman Public Library received property damage as a result of the

June 14, 2011, micro burst thunderstorm. High winds ripped off the outside return air hoods and duct work, which resulted two exposed areas, 6' X 7' and 5' X 9', on roof allowing rain to enter the library. The penthouse that houses the heating and air conditioning (HVAC) units was also flooded and the roof drains were clogged with debris allowing water to pool on the roof. There was minor damage to the roof from the duct work being blown across the roof. The water damage to the interior of the library was contained in the gallery room in the center of the library and was restricted to ceiling tiles and wet carpet. No library materials were damaged. Water was extracted from the carpet and the ceiling tiles will be replaced.

The Senior Center also received damage to one of the 7.5 ton rooftop HVAC units, which needed immediate replacement.

DISCUSSION:

Norman Public Library - The vent hoods and duct work needed to be replaced as quickly as possible to allow fresh air to be pulled back into the HVAC system and the library otherwise, the return air simply recycles itself within the system. Staff received a written quote from Standard Roofing Company, Inc., of Oklahoma City, in the amount of $25,586 to install temporary covers on the existing curb hoods at two locations; remove and dispose of the debris; and install new hooded gravity roof ventilators of heavy gauge aluminum with bird screens. Standard Roofing Company, Inc., is the contractor who installed in the new roof on the library facility and in Staff's opinion, was the best contractor for the emergency repairs to ensure the installation did not compromise the existing warranty on the previous work.

Section 8-203(a)(2) provides an exception to Council approval for the purchase of emergency supplies, materials, equipment, or contractual services which are necessary to maintain operations. It further stipulates such purchases shall receive prior approval from the City Manager. It was imperative the repairs be made quickly to allow fresh air to circulate through the HVAC system to prevent illness to employees and/or citizens utilizing the library. Verbal authorization was received from the City Manager on June 16, 2011, followed by written authorization on June 29, 2011. The work was completed on July 1, 2011, and has been inspected by Matthew Smith, Facilities Maintenance Superintendent.

Senior Center - One of the 7.5 ton rooftop HVAC units at the Senior Center was severely damaged during the storm event. Hail destroyed the condensing coil and it was not cost effective to replace the coil as the overall unit was not in good condition. The old unit also ran on R22 refrigerate which is currently being phased out. Three quotes were obtained for full replacement of the unit and the lowest and best quote in the amount of $6,982 was submitted by Allied Heat and Air of Norman, Oklahoma. This replacement does not require Council ratification as the amount is lower than the $25,000 threshold requiring Council approval.

Funds are not available in the Facilities Maintenance budget to pay for the emergency repairs and a budget transfer is required. Funds are available in the Capital Fund, Maintenance of Existing Facilities Contingency and General Fund, 2% Reserve to cover the cost of the repairs.

RECOMMENDATION: Staff recommends ratification of emergency repairs to the Norman Public Library be approved and payment in the amount of $25,586 be directed to Standard Roofing Company, Inc.

Additionally, Staff recommends funds in the amount of $20,000 be transferred from the Capital Fund, Maintenance of Existing Facilities (050-9677-419.61-01), Project No. EF0020 Contingency and $12,568 from General Fund, 2% Reserve (010-1001-411.40-97) to Project No. EF1003, Building HVAC Mechanical, Construction (050-9540-419.61-01) to pay for the emergency repairs.

office memorandum

DATE: June 17, 2011

TO: Steve Lewis, City Manager

FROM: Brenda Hall, City Clerk
Matthew T. Smith, Facilities Maintenance Superintendent

SUBJECT: Emergency Replacement of Outside Return Air Duct and Roof Repairs to the Norman Public Library

The Norman Public Library received property damage as a result of the June 14, 2011, micro burst thunderstorm. High winds ripped off the outside return air hoods and duct work, which resulted two exposed areas, 6' X 7' and 5' X 9', on roof allowing rain to enter the library. The penthouse that houses the heating and air conditioning (HVAC) units was also flooded and the roof drains were clogged with debris allowing water to pool on the roof. There was minor damage to the roof from the duct work being blown across the roof. The water damage to the interior of the library was contained in the gallery room in the center of the library and was restricted to ceiling tiles and wet carpet. No library materials were damaged. Water was extracted from the carpet and the ceiling tiles will be replaced.

The vent hoods and duct work need to be replaced as quickly as possible to allow fresh air to be pulled back into the HVAC system and into the library. Otherwise, the return air simply recycles itself within the system. Staff has received a written quote from Standard Roofing Company, Inc., in the amount of $25,586 to install temporary covers on the existing curb hoods at two locations; remove and dispose of the debris; and install new hooded gravity roof ventilators of heavy gauge aluminum with bird screens.

Standard Roofing Company, Inc., is the contractor who recently installed in the new roof on the library facility and is repairing the minor damage resulting from the duct work being blown across the roof and no charge. Staff feels Standard Roofing Company, Inc., is the best contractor for the emergency repairs as they will ensure the installation does not compromise their warranty on the previous work. Fabrication of the vent hoods and duct work on an emergency basis, is expected to take approximately five to seven days. Standard Roofing Company, Inc., expects to have the project completed within one week of receipt of the equipment.

Section 8-203(a)(2) provides an exception to Council approval for the purchase of emergency supplies, materials, equipment, or contractual services which are necessary to maintain operations. It further stipulates such purchases shall receive prior approval from the City Manager. It is imperative the repairs be made quickly to allow fresh air to circulate through the HVAC system prevent illness to employees and/or citizens utilizing the library.

Staff recommends contract be executed with Standard Roofing Company, Inc., in the amount of $25,586 and repairs to the roof and installation of the roof vent hoods and ductwork begin immediately. Action will be ratified on a future Council agenda. Included with the future Council ratification would include the authorization of funds from the Emergency Reserve Fund (010-1001-411.40-01) for payment of the repairs.

Reviewed by: Anthony Francisco, Finance Director A. Francisco

Request Approved: _____ Date: 6.29.11
Steve Lewis, City Manager

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

STANDARD ROOFING COMPANY, INC.

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

June 16, 2011

Registration No. 80000006

Attn: Matthew Smith
Contractor: City of Norman
Project Location: Library
Project: Storm Damage to Vent Hoods
Fax: 292-9701

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

- **Emergency Storm Damage Repair:**
  1. Install temporary repairs to holes in existing roof system.
  2. Install temporary cover on existing curbs, two (2) locations, one each 6'x7' and one each 5'x9'.
  3. Remove and dispose of debris.
  4. Install permanent repair to holes in roof in accordance to roofing manufacturer's details.
  5. Install new non-powered hooded gravity roof ventilators of heavy gauge aluminum with bird screen.

FOR THE SUM OF: $25,586.00 *(TWENTY FIVE THOSUAND FIVE HUNDRED EIGHTY SIX DOLLARS AND NO/100)*

TERMS:
PAYMENTS ARE TO BE MADE ON ESTIMATES IN THE AMOUNT OF 100% OF WORK IN PLACE TO BE PAID BY THE 10TH OF EACH MONTH AND THE BALANCE OF CONTRACT PRICE WITH EXTRAS UPON COMPLETION OF OUR CONTRACT.

- This proposal is subject to cancellation by us within ten (10) days, unless it is accepted by both parties before that date and approved by our office.

Accepted_____

_____2011

NormanLib-StormRepair.DW

STANDARD ROOFING COMPANY, INC.

By_____
DANNY WEBB, VICE-PRESIDENT

Licensed
Insured
Bonded

Allied

Heat and Air
Your Indoor Weather Experts

799-2305

Andy-590-4023

Remit TO:
6500 Dobbins
Norman OK, 73071

5394

-Quote-

-92-9701

THIS WORK IS TO BE ☐ NO CHARGE
☐ C.O.D. ☐ CHARGE ☐ CHECK ☐ CHECK #

MAKE	MAKE
MODEL	MODEL
SERIAL NUMBER	SERIAL NUMBER

NAME City of Norman
STREET Retirement Home @
CITY > Peters - S.E. of Community House
DATE 6/21/11
PROMISED
PHONE
CALL BEFORE ☐ A.M. ☐ P.M.
TECHNICIAN Andy
AUTHORIZED BY
WORK TO BE PERFORMED

QTY	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
	REFRIGERANT R- LBS.		
	1-New 7.5 ton,		6982.00
	13 SEER, R410A		
	Trane package unit		
	FILTERS X X		
>	FILTERS X X		
	BELTS		
	TOTAL MATERIALS		

ENVIRONMENTAL CHECK LIST

WORK PERFORMED	QTY.	TYPE/REFRIGERANT
☐ RECOVERED		
☐ RECYCLED		
☐ RECLAIMED		
☐ RETURNED		
☐ DISPOSAL		
☐ DISMANTLED ☐ CHANGED OUT/REPLACED		

DESCRIPTION OF WORK PERFORMED

Remove existing unit, Install new unit on existing curb. Reconnect existing breakers & lines, Quote includes, equipment taxes, labor & permit.

RECOMMENDATIONS

WORK PERFORMED

CONDENSING UNIT		COND'SATE DRAINS	
LEVELED		CLEANED MAIN DRAIN	
CLEANED COIL		REPAIRED MAIN DRAIN	
CHECKED CHARGE		CLEANED PAN DRAIN	
REPAIRED LEAK IN COIL		REPAIRED PAN DRAIN	
REPAIRED LEAK IN COPPER		FURN. OR FAN COIL	
# REF.		REPLACED BELT	
CHECKED MOTOR		ADJUSTED BELT	
CHANGED MOTOR		REPLACED PULLEY	
REPLACED BELT		ADJUSTED PULLEY	
ADJUSTED BELT		CLEANED BLOWER	
REPLACED CONTRACTOR		REPLACED BEARINGS	
REPL. START. RELAY		OILED MOTOR	
REPL. RUN CAPACITOR		OILED BEARINGS	
REPL. START. CAPACITOR		CLEANED HEAT EXCH.	
CLEANED OR ADJ. CONTRACTOR		REPLACED HEAT EXCH.	
REPAIRED WIRING		CLEANED OR ADJ. PILOT	
REPLACED FUSE		REPLACED THERMOCOUPLE	
REPLACED COMPRESSOR		REPAIRED VALVE	
EVAPORATOR COIL		REPLACED VALVE	
REPLACED EXP. VALVE		CLEANED BURNERS	
ADJUSTED EXP. VALVE		DUCT	
REPLACED CAP. TUBE		REPAIRED	
CLEARED CAP. TUBE		ADJUSTED	
REPAIRED COIL LEAK		THERMOSTAT	
REPAIRED COPPER CONN.		REPAIRED	
CLEANED COIL		ADJUSTED	
LEVELED COIL			
ELECT. HTR.		CLG TOWER	
REPLACED LINK		CLEANED	
REPLACED KLIX.			
REPAIRED WIRE		PUMP(S)	
REPLACED CONT.		GREASED	
		REPAIRED	
FILTERS	☐ CLEANED ☐ REPLACED		

TOTAL SUMMARY

TOTAL MATERIALS	
TOTAL LABOR	
TRAVEL CHARGE	
TAX	
TOTAL	6982.00

TERMS

Quote Good for -30- Days

I have the authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of Seller.

CUSTOMER SIGNATURE DATE

If this invoice is not paid within 30 days, I agree to pay 1 1/2% per month (18%) annual rate) or the maximum allowed in the state of residence on the unpaid balance. If this invoice is placed for collection, I agree to pay seller's attorney fees and any court costs.

☐ REGULAR ☐ WARRANTY
☐ SERVICE CONTRACT

Thank You

PURCHASE REQUISITION NBR: 0000189406

REQUISITION BY: SRUNYON

STATUS: DIVISION APPROVAL
REASON: ROOF REPAIRS AT NORMAN PUBLIC LIBRARY

DATE: 7/20/11

SHIP TO LOCATION: BUILDING MAINTENANCE

SUGGESTED VENDOR: 10349 STANDARD ROOFING CO INC

DELIVER BY DATE: 7/31/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EMERGENCY ROOF REPAIRS AT NORMAN PUBLIC LIBRARY INV. #11443DW COMMODITY: ROOFING SUBCOMMOD: ROOFING, ASBESTOS-CEMENT:	1.00	EA	25586.0000	25586.00	

REQUISITION TOTAL: 25586.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05095404196101	Capital Projects Construction	EF1003 Building HVAC/Mechanical	100.00	25586.00
					25586.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000189407

REQUISITION BY: SRUNYON

STATUS: DIVISION APPROVAL
REASON: AIR CONIDTIONING UNIT AND INSTALLATION

DATE: 7/20/11

SHIP TO LOCATION: BUILDING MAINTENANCE

SUGGESTED VENDOR: 2721 ALLIED HEAT AND AIR

DELIVER BY DATE: 7/31/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	AIR CONDITIONING UNIT REPLACEMENT AT SENIOR CITIZEN CENTER INV. #5394 COMMODITY: AIR CONDITIONING, HEATING SUBCOMMOD: AIR CONDITIONERS: COMMERC	1.00	EA	6982.0000	6982.00	

REQUISITION TOTAL: 6982.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05095404196101	Capital Projects Construction	EF1003 Building HVAC/Mechanical	100.00	6982.00
					6982.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

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

Master

File Number: E-1011-102

File ID:	E-1011-102	**Type:**	Easement	**Status:**	Agenda Ready
Version:	1	**Reference:**	Item No. 13	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	E-1011-102 Dept of Mental Health			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF EASEMENT NO. E-1011-102 (SIDEWALK AND UTILITY) DONATED BY DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE REAL PROPERTY TRUST FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Easement No. E-1011-102; and, if accepted, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 13

Attachments: Table of Easements, Site Map, Parcel 1-E-1011-102

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-102

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement, and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the

existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project

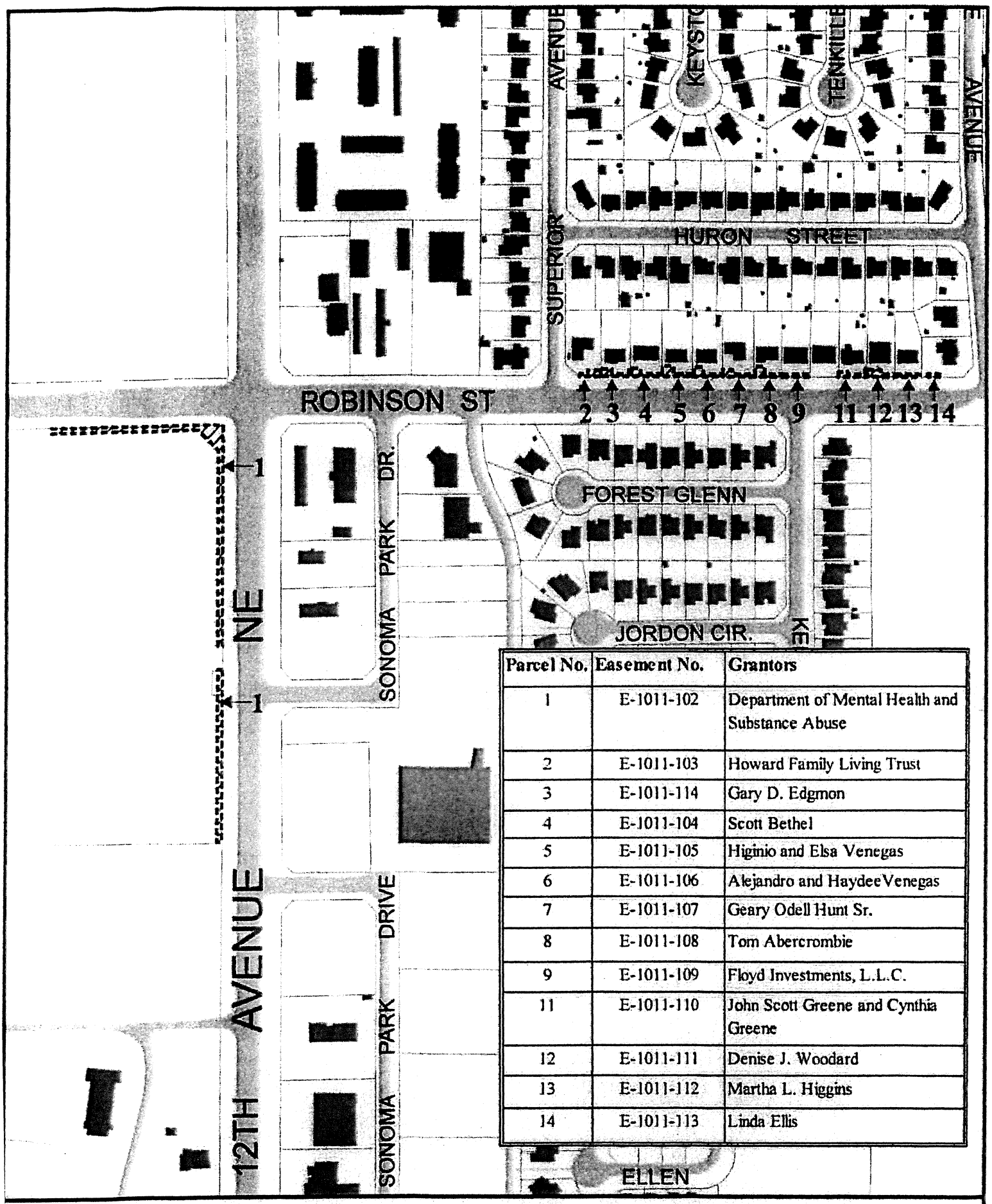
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

RECOMMENDATION: Staff recommends the above described easement be accepted and the filing be directed thereof.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and HaydeeVenegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easement 13-2

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

Proposed Temporary Easements Roads 1 Parcel No.

PARCEL NO.: 1
PROJECT NO.: STP-114A(197)AG
JP NO.: 24282(04)

E-1011-102

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Department of Mental Health and Substance Abuse Services Real Propert Trust

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the NE ¼ of Section 29, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the NE corner of said NE ¼, thence S 00°06'12" W a distance of 572.40 feet, thence N 89°53'48" W a distance of 60.00 feet to the Point of Beginning, thence S 00°06'12" W along the present right-of-way line a distance of 367.15 feet, thence N 89°53'48" W a distance of 10.00 feet, thence N 00°06'12" E a distance of 367.15 feet, thence S 89°53'48" E a distance of 10.00 feet to the Point of Beginning.

Also, Commencing at the NE corner of said NE ¼, thence S 00°06'12" W a distance of 50.73 feet, thence N 89°53'48" W a distance of 60.00 feet to the Point of Beginning, thence S 00°06'12" W along the present right-of-way line a distance of 471.67 feet, thence N 89°53'48" W a distance of 10.00 feet, thence N 00°06'12" E a distance of 417.49 feet, thence N 45°14'29" W a distance of 61.93 feet, thence S 89°24'49" W a distance of 315.29 feet, thence N 00°35'11" W a distance of 10.00 feet to a point on the present right-of-way line, thence N 89°24'49" E along said right-of-way line a distance of 369.47 feet to the Point of Beginning.

Containing 0.30 acres, more or less.

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

Public Sidewalk and Utilities

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

SIGNED and delivered this 1st day of March, 2011.

BY: X _____ BY: _____

Durand H. Crosby, Chairman: Board of Mental Health and Substance Abuse Services, an agency of the State of Oklahoma

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day 1st of March, 2011, personally appeared Durand H. Crosby, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth.

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

Tammy M. Anderson
Notary Public

My Commission Expires: 10-02-12

TAMMY M. ANDERSON
Notary Public
State of Oklahoma
Commission # 08000671 Expires 10/02/12

Approved as to form and legality this 14th day of July, 2011

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-103

File ID:	E-1011-103	**Type:**	Easement	**Status:**	Agenda Ready
Version:	1	**Reference:**	Item No. 14	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	E-1011-103 Temporary for Robinson/12th Project			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-103 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY THE HOWARD FAMILY LIVING TRUST FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-103; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 14

Attachments: Table of Easements, Site Map, Parcel 2-E-1011-103

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-103

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add

sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

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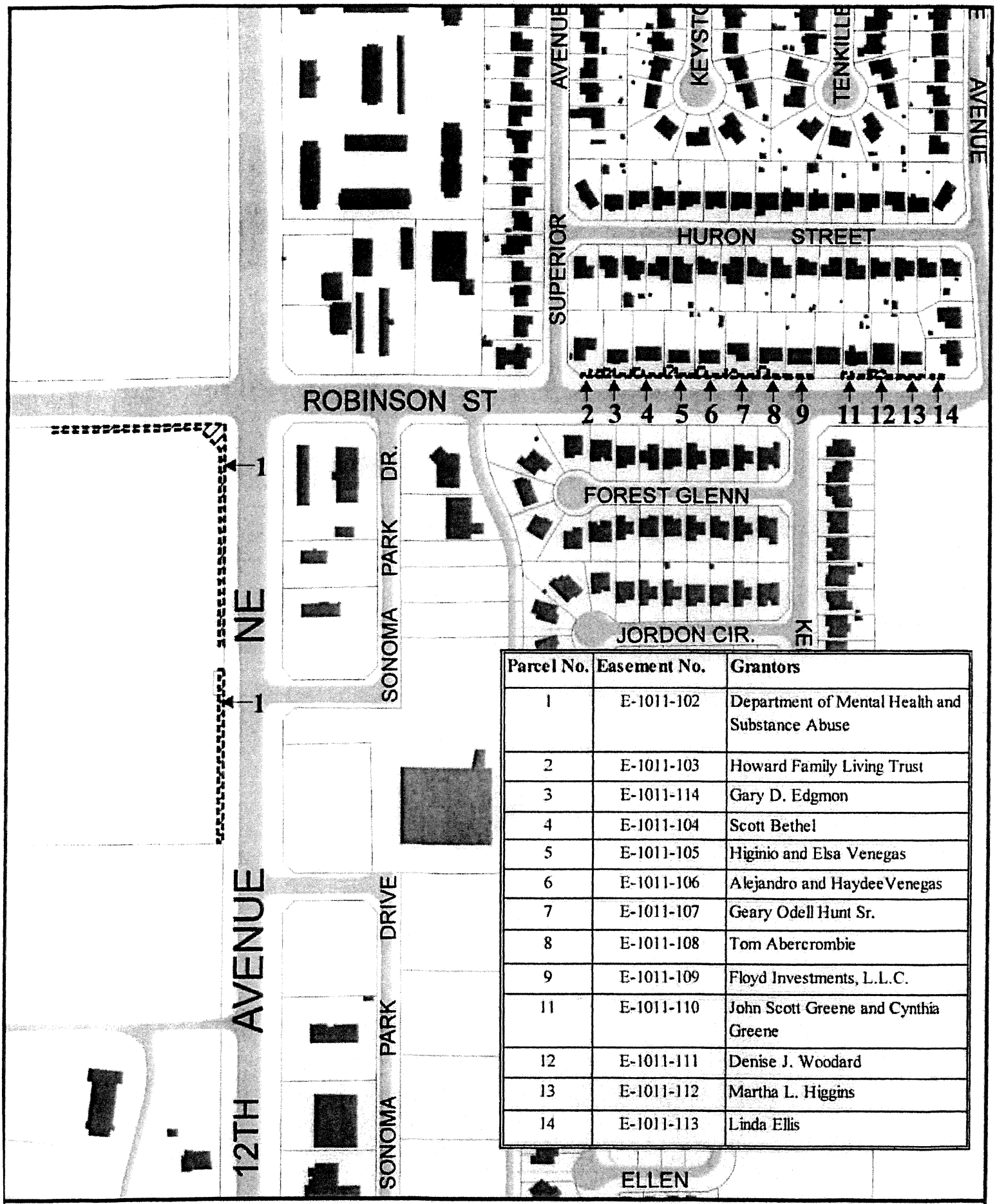
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

STAFF RECOMMENDATION: Staff recommends the above described easement be accepted and the filing be directed thereof.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and Haydee Venegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

Map Produced by the City of Norman Geographic Information System (405) 366-5314
The City of Norman assumes no responsibility for errors or omissions in the information presented

Proposed Temporary Easements
Parcels
Roads
Structures
1 Parcel No.

0 30 60 120 Feet

PARCEL NO.: 2
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-103

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Howard Family Living Trust, Dated March 6, 2001

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 699.92 feet, thence N 00°06'42" E a distance of 49.99 feet to the Point of Beginning, thence N 00°06'42" E a distance of 5.00 feet, thence S 89°53'21" E a distance of 16.68 feet, thence N 00°00'00" W a distance of 7.00 feet, thence S 89°53'21" E a distance of 26.00 feet, thence N 00°00'00" W a distance of 3.00 feet, thence S 89°53'21" E a distance of 2.46 feet, thence S 00°05'16" W a distance of 15.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 45.13 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

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

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 30 day of March, 2011.

BY: Robert L. Howard (Trustee) BY: _____

Howard Family Living Trust
Robert L. Howard, Trustee

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of March, 2011, personally appeared Robert L. Howard, _____ to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

HAROLD HALTOM
Notary Public in and for the State of Oklahoma
My Commission Expires 4/20/2014

Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14th day of July, 2011.

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-104

File ID:	E-1011-104	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 15	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	E-1011-104 Robinson 12th NE Project			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-104 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY SCOTT BETHEL FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-104; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 15

Attachments: Table of Easements, Site Map, Parcel 4-E-1011-104

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-104

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement, and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to

negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

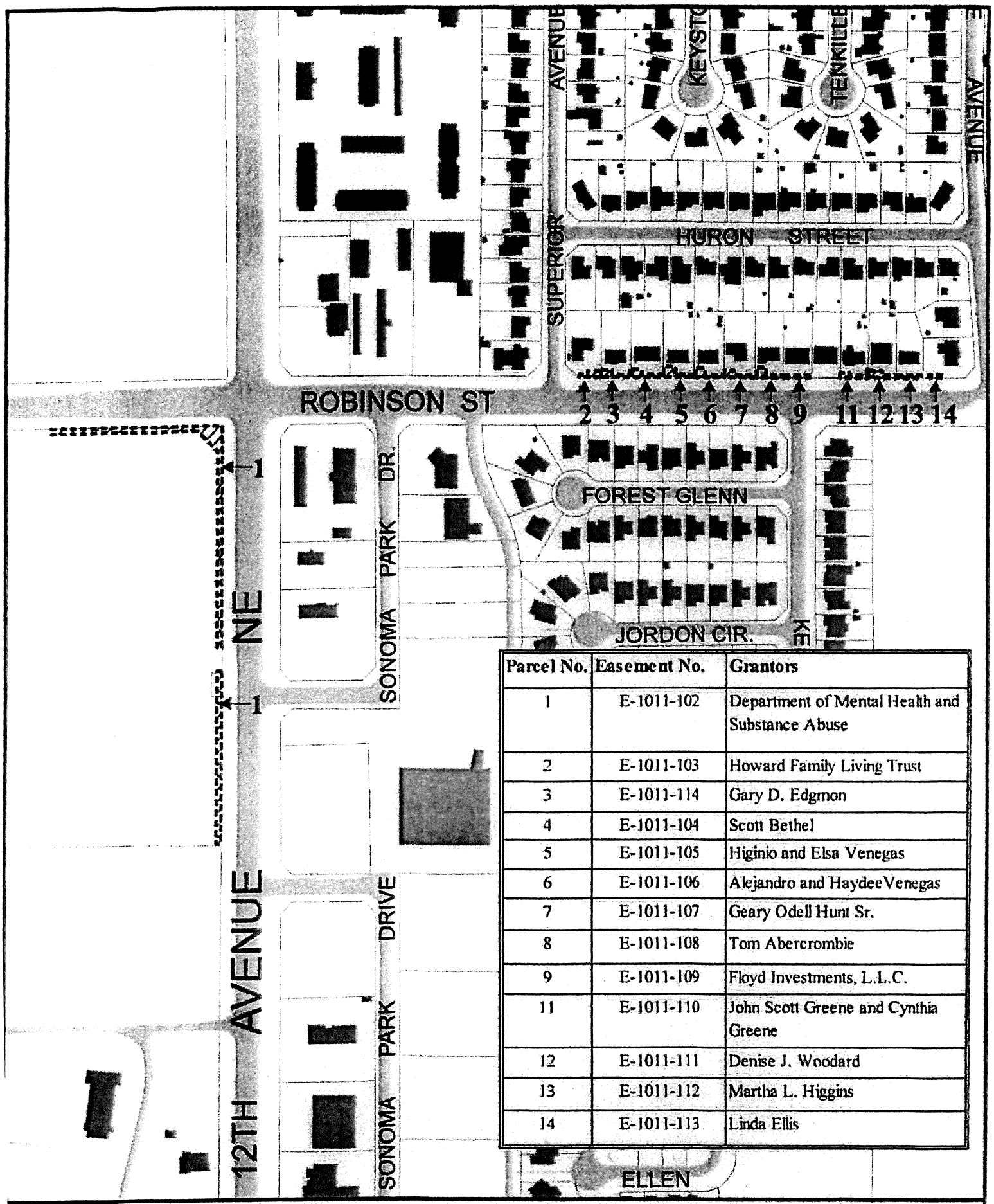
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

STAFF RECOMMENDATION: Staff recommends the above described easement be accepted and the filing be directed thereof.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and HaydeeVenegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

Map Produced by the City of Norman Geographic Information System (405) 366-5314
The City of Norman assumes no responsibility for errors or omissions

Proposed Temporary Easements
Parcels
Roads
1 Parcel No.

15-2

0 30 60 120 Feet

PARCEL NO.: 4
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-104

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Scott Bethel

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 810.10 feet, thence N 00°05'14" E a distance of 49.99 feet to the Point of Beginning, thence N 00°05'14" E a distance of 17.00 feet, thence S 89°53'21" E a distance of 20.10 feet, thence S 00°00'00" W a distance of 12.00 feet, thence S 89°53'21" E a distance of 44.92 feet, thence S 00°05'12" W a distance of 5.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 65.03 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

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

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 1 day of April, 2011.

BY: X Scott Bethel
Scott Bethel

BY: _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 1 day of April, 2011, personally appeared Scott Bethel, _____ to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

HAROLD HALTOM
Notary Public in and for the State of Oklahoma
Commission #06001412
My Commission expires 4/20/2014

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

Harold Haltom
Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14th day of July, 2011.

R Bruce
City Attorney

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

_____
Mayor

ATTEST:

_____
City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-105

File ID:	E-1011-105	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 16	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	E-1011-105 Temporary E-1011-105 Robinson/12th			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-105 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY HIGINIO AND ELSA VENEGAS FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-105; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 16

Attachments: Table of Easements, Site Map, Parcel 5-E-1011-105

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-105

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This

project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

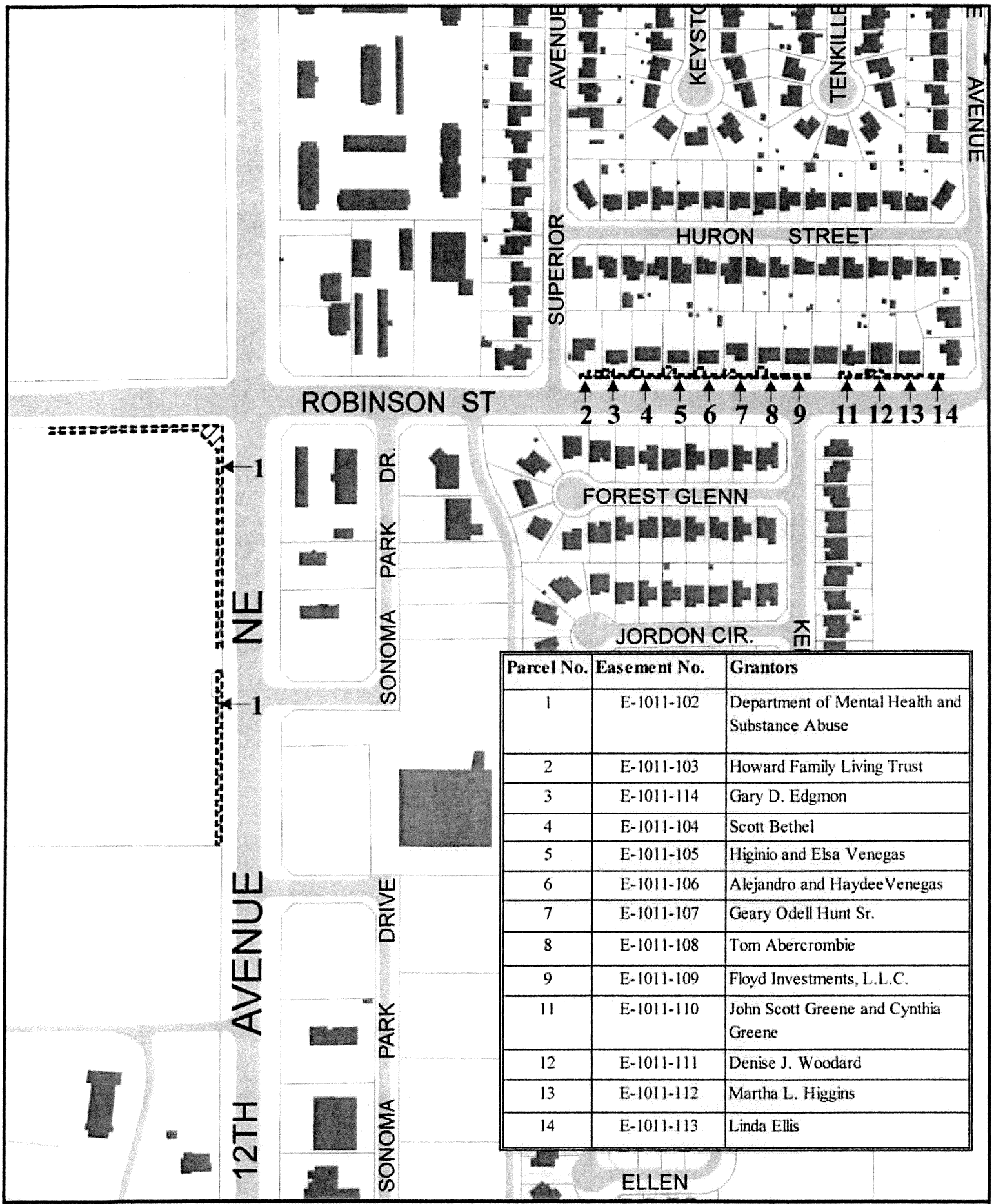
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

STAFF RECOMMENDATION: Staff recommends the above described easement be accepted and the filing be directed thereof.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and HaydeeVenegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

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.

Proposed Temporary Easements
Parcels
Roads
Structures
1 Parcel No.

July 1, 2011

0 30 60 120 Feet

PARCEL NO.: 5
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-105

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Higinio Venegas and Elsa Venegas, H & W

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 875.13 feet, thence N 00°05'12" E a distance of 49.99 feet to the Point of Beginning, thence N 00°05'12" E a distance of 22.00 feet, thence S 89°53'21" E a distance of 25.00 feet, thence S 00°01'44" W a distance of 17.00 feet, thence S 89°53'21" E a distance of 40.01 feet, thence S 00°05'10" W a distance of 5.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 65.03 feet to the Point of Beginning.

Containing 0.02 acres, more or less.

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

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 2 day of April, 2011.

BY: Higinio Venegas
Higinio Venegas

BY: Elsa Venegas
Elsa Venegas

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2 day of April, 2011, personally appeared Higinio & Elsa Venegas, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

STATE OF OKLAHOMA SEAL PUBLIC
HAROLD HALTON
Notary Public in and for the State of Oklahoma
Commission #08014012
My Commission expires 4/20/2014

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

Harold Halton
Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14th day of July, 2011.

R B [signature]
City Attorney

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

_____
Mayor

ATTEST:

_____
City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-106

File ID:	E-1011-106	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 17	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	Temporary E-1011-106 Robinson/12th			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-106 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY ALEJANDRO AND HAYDEE VENEGAS FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-106; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 17

Attachments: Table of Easements, Site Map, E-1011-106

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-106

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This

project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project

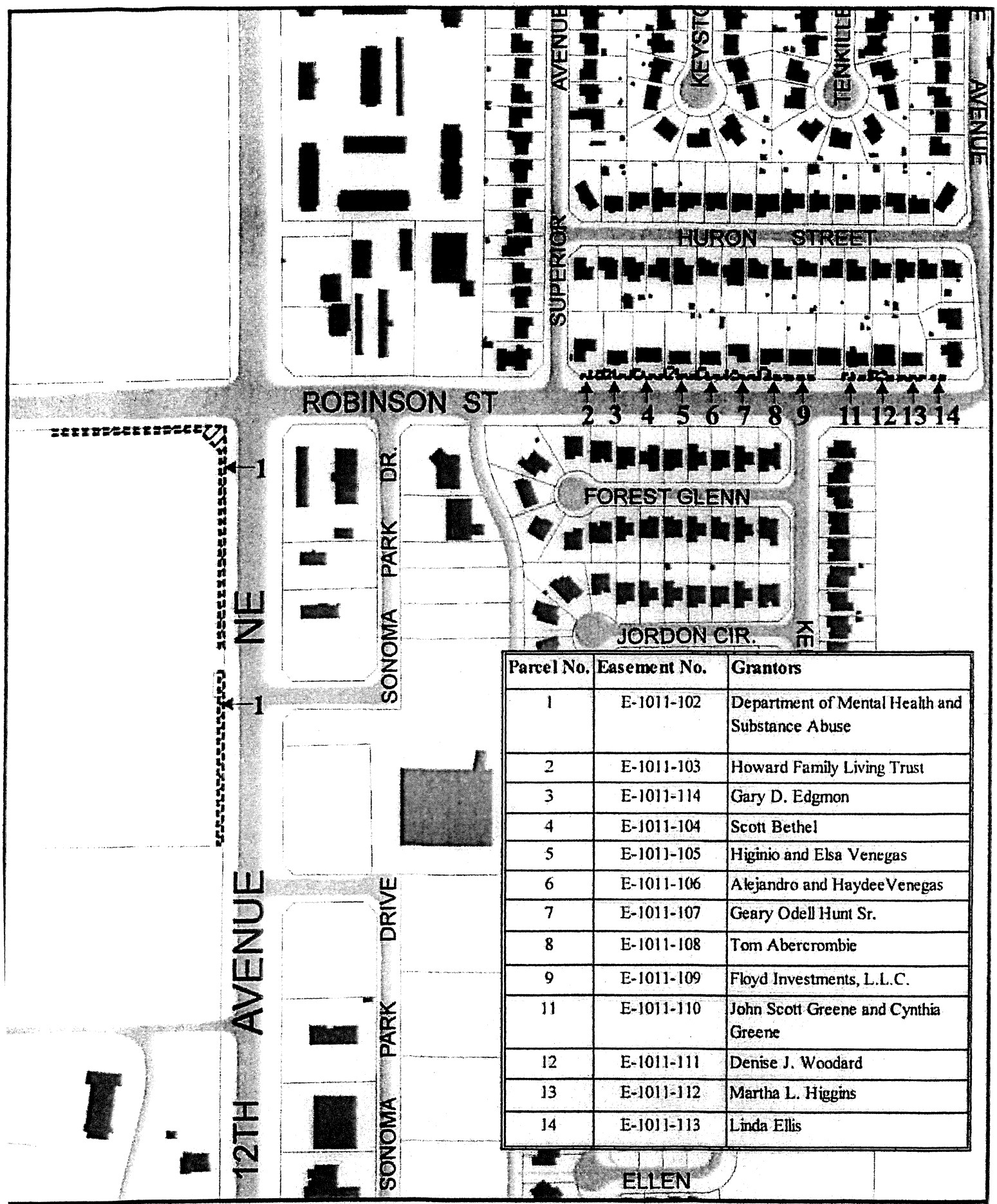
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

RECOMMENDATION: Staff recommends the above described easement be accepted and the filing be directed thereof.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and HaydeeVenegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

Map Produced by the City of Norman Geographic Information System (405) 366-5418 The City of Norman assumes no responsibility for errors or omissions

Proposed Temporary Easements

Parcels

Roads

1 Parcel No.

17-2

PARCEL NO.: 6
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-106

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Alejandro Venegas **and Haydee Venegas, H & W**

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 940.17 feet, thence N 00°05'10" E a distance of 49.99 feet to the Point of Beginning, thence N 00°05'10" E a distance of 5.00 feet, thence S 89°53'21" E a distance of 3.85 feet, thence N 00°00'00" W a distance of 15.00 feet, thence S 89°53'21" E a distance of 20.00 feet, thence S 00°00'00" E a distance of 15.00 feet, thence S 89°53'21" E a distance of 41.18 feet, thence S 00°05'07" W a distance of 5.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 65.03 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

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

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 11 day of April, 2011.

BY: _____ BY: _____

Jenny Rocabado Zarate, Power of Attorney for Alejandro Venegas & Haydee Venegas

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 11 day of April, 2011, personally appeared Jenny Rocabado Zarate, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged ~~to me that~~ ~~she~~ executed the same as Her free and voluntary act and deed for the uses and purposes therein set forth.

HAROLD HALTOM
Notary Public in and for the State of Oklahoma
Commission #08007812
My Commission expires 4/20/2014

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

Harold Haltom
Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14th day of July, 2011.

R Bonner
City Attorney

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

_____
Mayor

ATTEST:

_____
City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-107

File ID:	E-1011-107	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 18	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/12/2011
File Name:	Temporary E-1011-107 Robinson/12th			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-107 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY GEARY ODELL HUNT, SR., FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-107; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 18

Attachments: Table of Easements, Site Map, E-1011-107

Project Manager: John Clink, Capital Projects Engineer

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-107

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to

negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

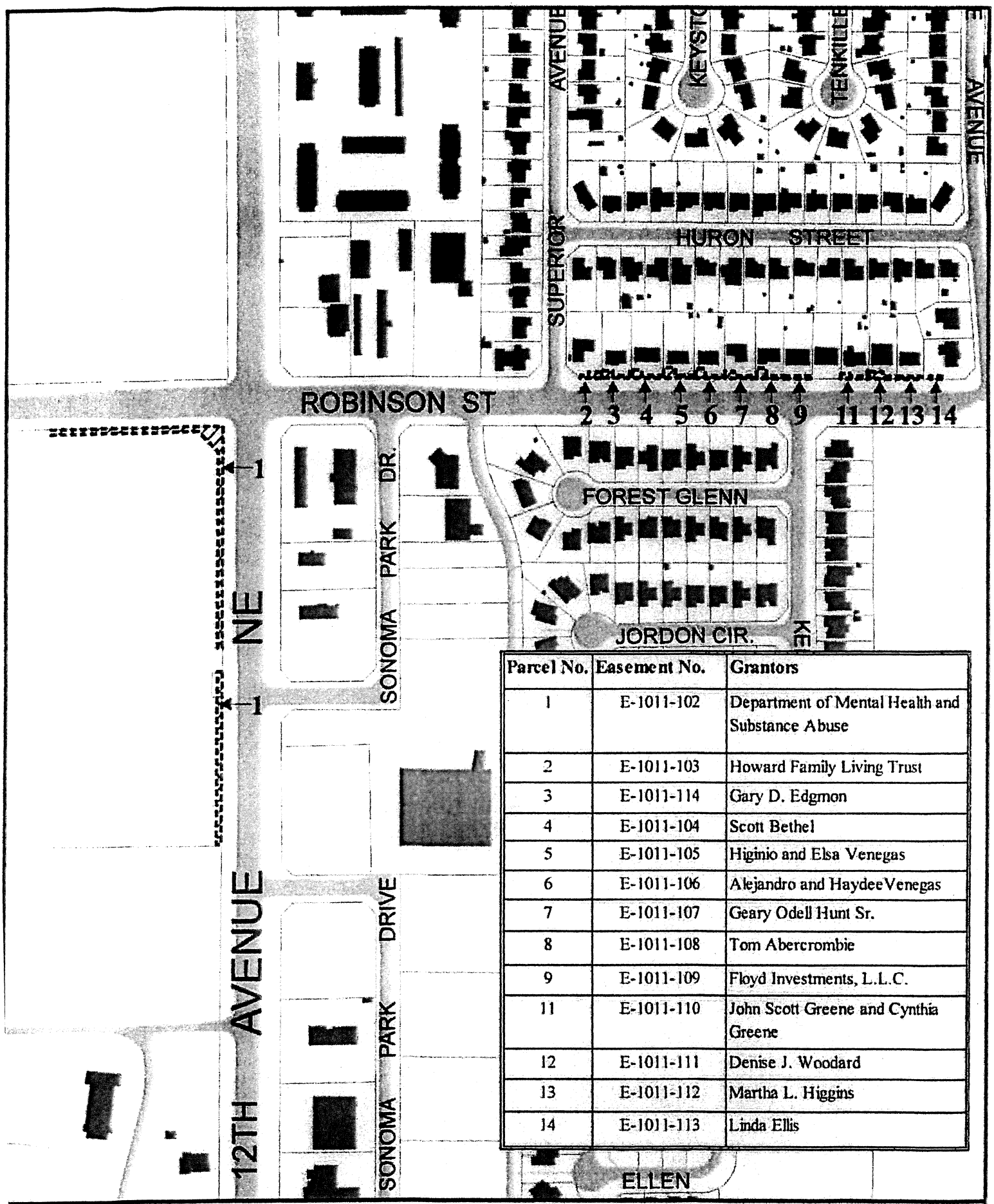
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

STAFF RECOMMENDATION: Staff recommends the above described easement be accepted and the filing be directed thereof.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and HaydeeVenegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

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

Proposed Temporary Easements

Parcels

Roads

1 Parcel No.

18-2

PARCEL NO.: 7
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-107

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Geary Odell Hunt Sr., a single person

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 1,005.20 feet, thence N 00°05'07" E a distance of 49.99 feet to the Point of Beginning, thence N 00°05'07" E a distance of 15.00 feet, thence S 89°53'21" E a distance of 20.00 feet, thence S 00°00'00" E a distance of 10.00 feet, thence S 89°53'21" E a distance of 45.02 feet, thence S 00°05'05" W a distance of 5.00 feet, to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 65.03 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

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

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 2 day of April, 2011.

BY: Geary Odell Hunt Sr. BY: _____

Geary Odell Hunt Sr.

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2 day of April, 2011, personally appeared Geary Odell Hunt Sr, _____ to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC SEAL
HAROLD HALTOM
Notary Public in and for the State of Oklahoma
Commission #06004012
My Commission expires 4/20/2014

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

Harold Haltom
Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14 day of July, 2011.

City Attorney

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

_____
Mayor

ATTEST:

_____
City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-108

File ID:	E-1011-108	**Type:**	Easement	**Status:**	Agenda Ready
Version:	1	**Reference:**	Item No. 19	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	Temporary E-1011-108 Robinson/12th Project			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-108 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY TOM ABERCROMBIE FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-108; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 19

Attachments: Table of Easements, Site Map, E-1011-108

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-108

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the

existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

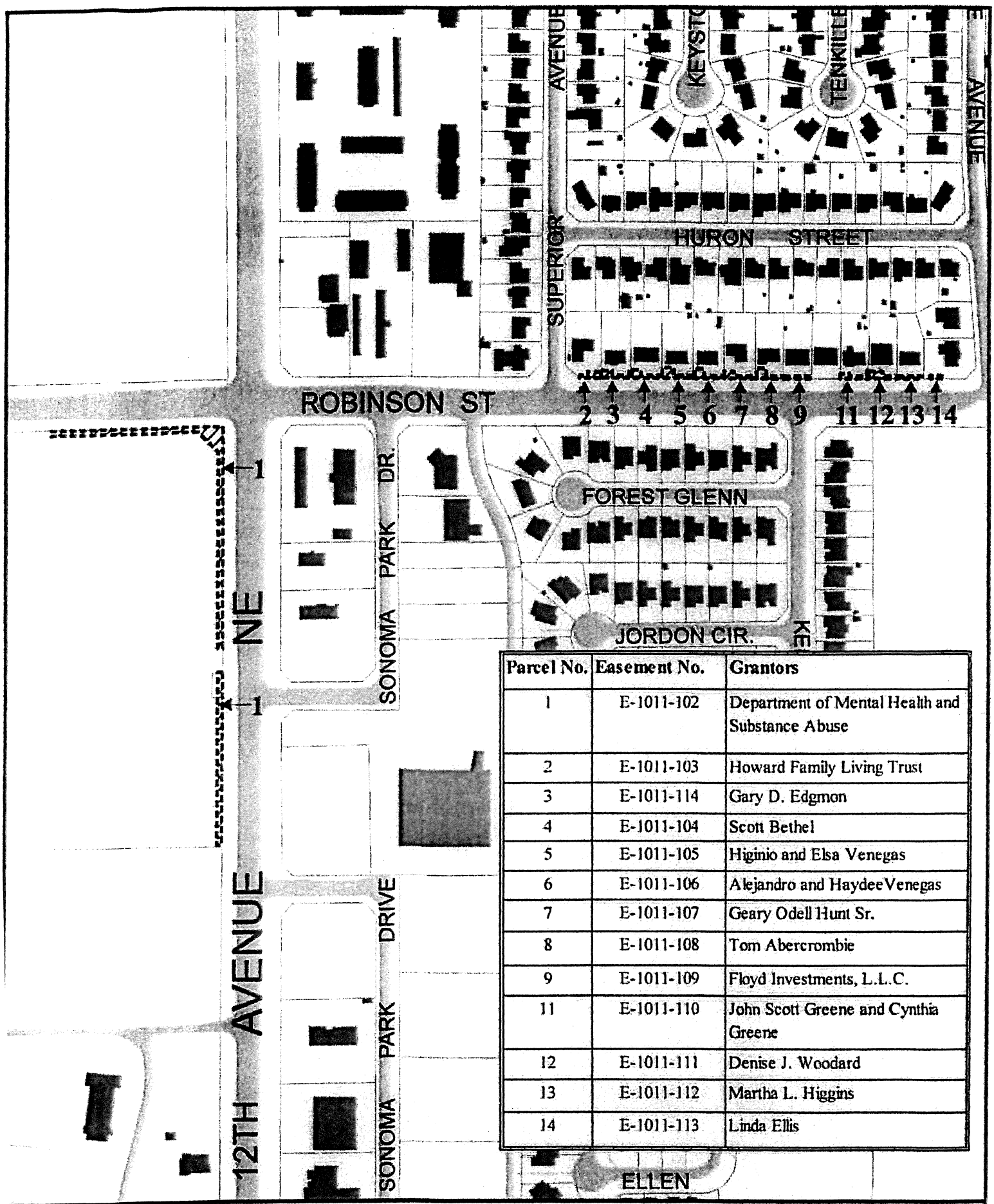
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

RECOMMENDATION: Staff recommends the above described easement be accepted and the filing be directed thereof.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
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8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

19-2

Map Produced by the City of Norman Geographic Information System (405) 366-5416
The City of Norman assumes no responsibility for errors or omissions in the information presented

Proposed Temporary Easements
Parcels
Roads
Structures
1 Parcel No.

PARCEL NO.: 8
PROJECT NO.: STP-114A(197)AG
JP NO.: 24282(04)

E-1011-108

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Tom Abercrombie, a single person**

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 1,070.23 feet, thence N 00°05'05" E a distance of 49.99 feet to the Point of Beginning, thence N 00°05'05" E a distance of 5.00 feet, thence S 89°53'21" E a distance of 3.52 feet, thence N 00°00'00" E a distance of 17.00 feet, thence S 89°53'21" E a distance of 20.00 feet, thence S 00°00'00" E a distance of 17.00 feet, thence S 89°53'21" E a distance of 36.51 feet, thence S 00°05'04" W a distance of 5.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 60.03 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

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

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 29 day of April, 20 11.

BY: Tom Abercrombie BY: _____

Tom Abercrombie

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 29 day of April, 20 11, personally appeared Tom Abercrombie, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth.

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

HAROLD HALTOM
Notary Public in and for the State of Oklahoma
Commission #06004012
My Commission expires 4/20/2014

Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14th day of July, 20 11

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-109

File ID:	E-1011-109	**Type:**	Easement	**Status:**	Agenda Ready
Version:	1	**Reference:**	Item No. 20	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	Temporary E-1011-109 Robinson/12th			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-109 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY FLOYD INVESTMENTS, L.L.C., FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-109; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 20

Attachments: Table of Easements, Site Map, E-1011-109

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-109

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the

existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

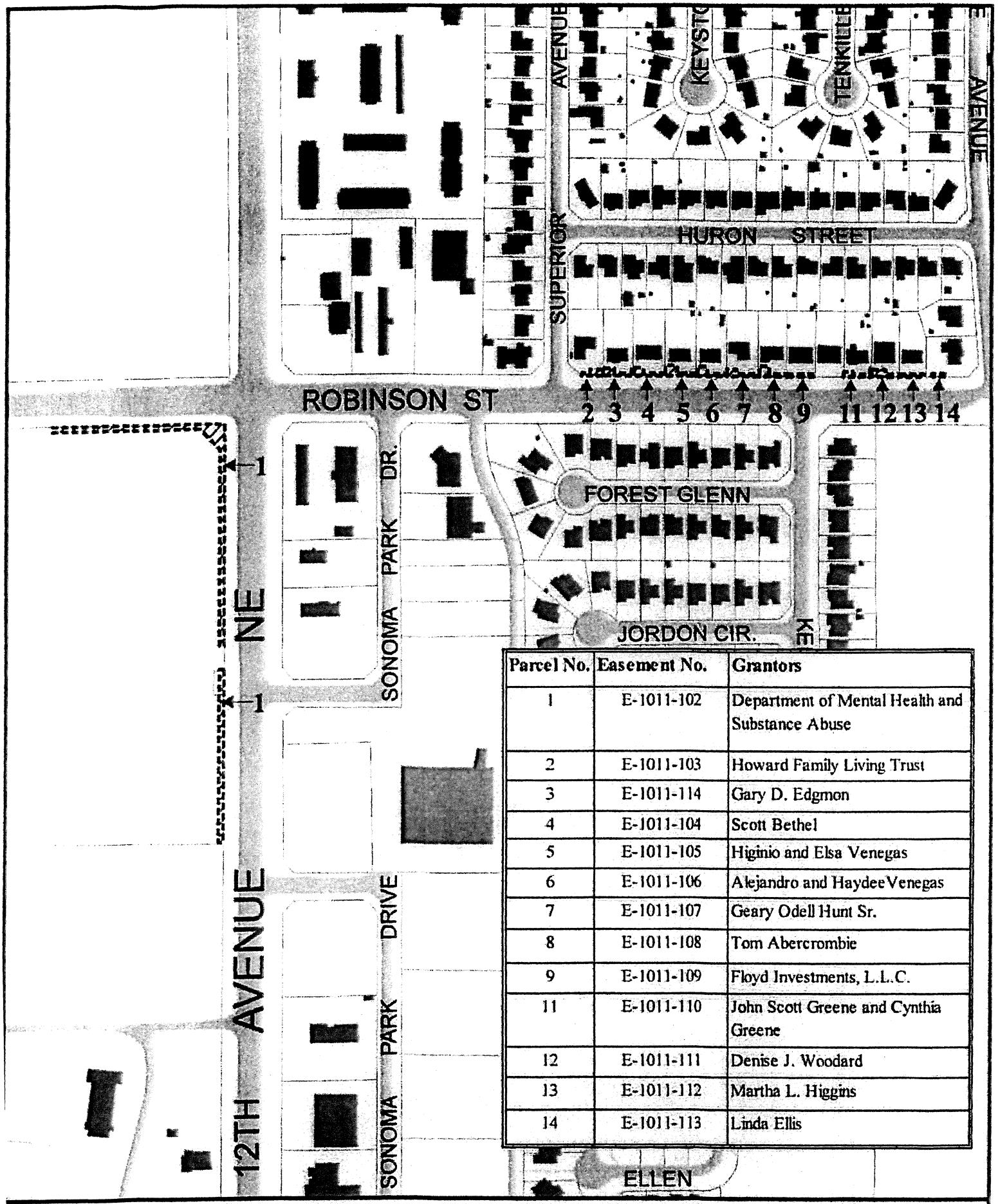
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

RECOMMENDATION: Staff recommends the above described easement be accepted and the filing be directed thereof.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
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4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and Haydee Venegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

20-2

Map Produced by the City of Norman Geographic Information System (405) 366-5316 The City of Norman assumes no

Proposed Temporary Easements Roads 1 Parcel No.

PARCEL NO.: 9
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-109

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Floyd Investments, L.L.C.

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 1,130.26 feet, thence N 00°05'04" E a distance of 49.99 feet to the Point of Beginning, thence N 00°05'04" E a distance of 5.00 feet, thence S 89°53'21" E a distance of 60.03 feet, thence S 00°05'02" W a distance of 5.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 60.03 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public utility(ies) and/or road-way(s) as indicated below:

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 31st day of March, 2011.

BY: _____ BY: _____

BY: Mark E. Floyd, Managing Member
Floyd Investments, L.L.C.

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of March, 2011, personally appeared Mark E. Floyd, _____ to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
Teresa Loving
Commission # 04000661
Expires January 23, 2012

Teresa Loving
Notary Public

My Commission Expires: 1-23-2012

Approved as to form and legality this 14th day of July, 2011.

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-110

File ID:	E-1011-110	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 21	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	Temporary E-1011-10 Robinson 12th			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-110 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY JOHN SCOTT GREENE AND CYNTHIA GREENE FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-110; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 21

Attachments: Table of Easements, Site Map, E-1011-110

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-110

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add

sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

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RECOMMENDATION: Staff recommends the above described easement be accepted where appropriate, and the filing be directed thereof.

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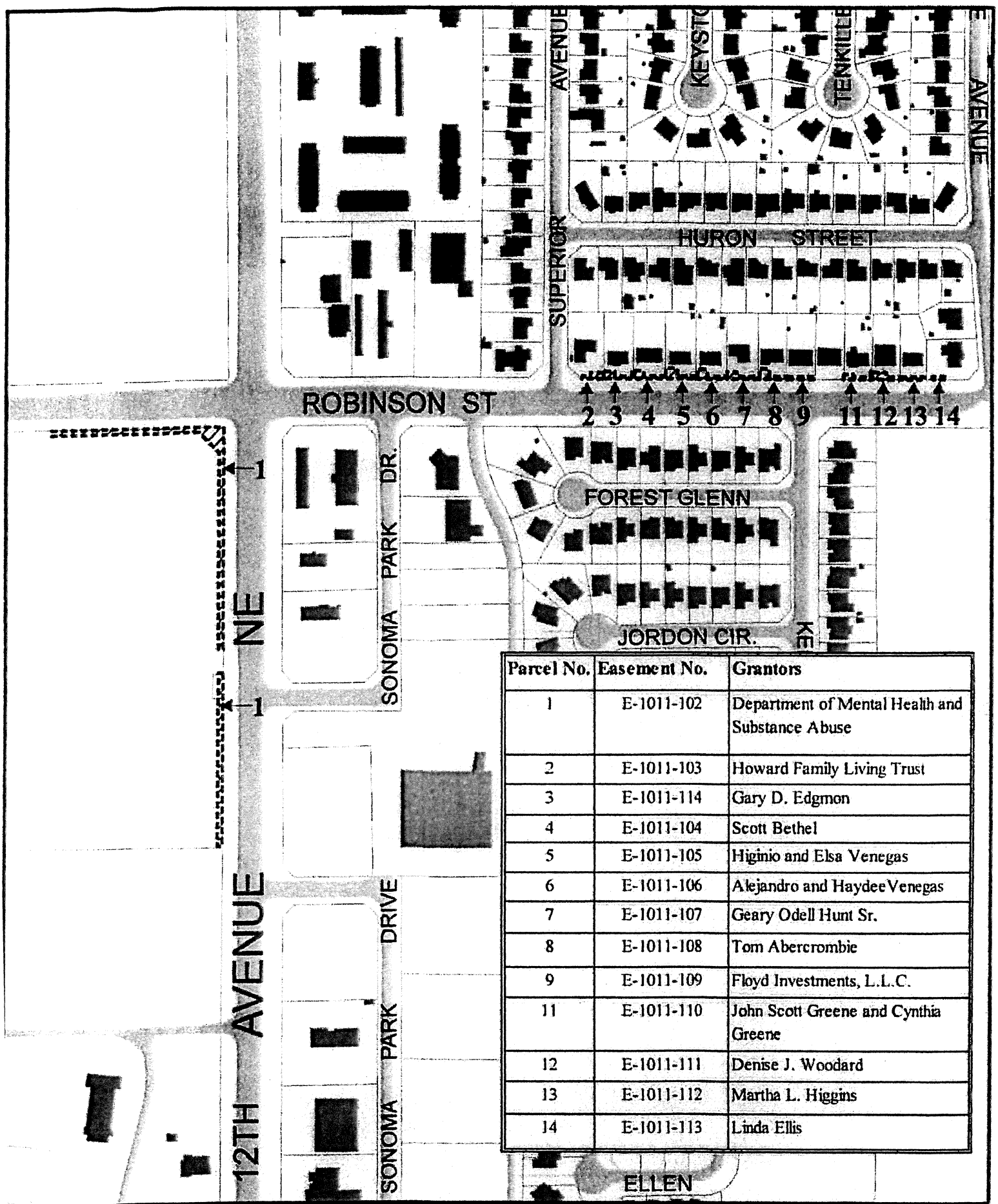
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and HaydeeVenegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

21-2

Map Produced by the City of Norman Geographic Information System (405) 366-5314 The City of Norman assumes no responsibility for errors or omissions

Proposed Temporary Easements

Parcels

Roads

1 Parcel No.

PARCEL NO.: 11
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-110

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, John Scott Greene & Cynthia Greene, H & W

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 1,250.31 feet, thence N 00°04'60" E a distance of 50.00 feet to the Point of Beginning, thence N 00°04'60" E a distance of 9.99 feet, thence S 89°53'21" E a distance of 20.00 feet, thence S 00°00'00" E a distance of 4.99 feet, thence S 89°53'21" E a distance of 35.60 feet, thence N 00°10'24" E a distance of 10.00 feet, thence S 89°49'36" E a distance of 4.41 feet, thence S 00°04'58" W a distance of 14.99 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 60.03 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

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

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 4 day of April, 2011.

BY: John Scott Greene

BY: Cynthia Greene

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 4 day of April, 2011, personally appeared John Scott & Cynthia Greene, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

HAROLD HALTOM
Notary Public in and for the
State of Oklahoma
Commission #06004012
My Commission expires 4/20/2014

Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14th day of July, 2011.

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-111

File ID:	E-1011-111	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 22	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	Temporary E-1011-111 Robinson 12th			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-111 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY DENISE J. WOODARD FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-111; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN:

_____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 22

Attachments: Table of Easements, Site Map, E-1011-111

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-111

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement, and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the

existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way, and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

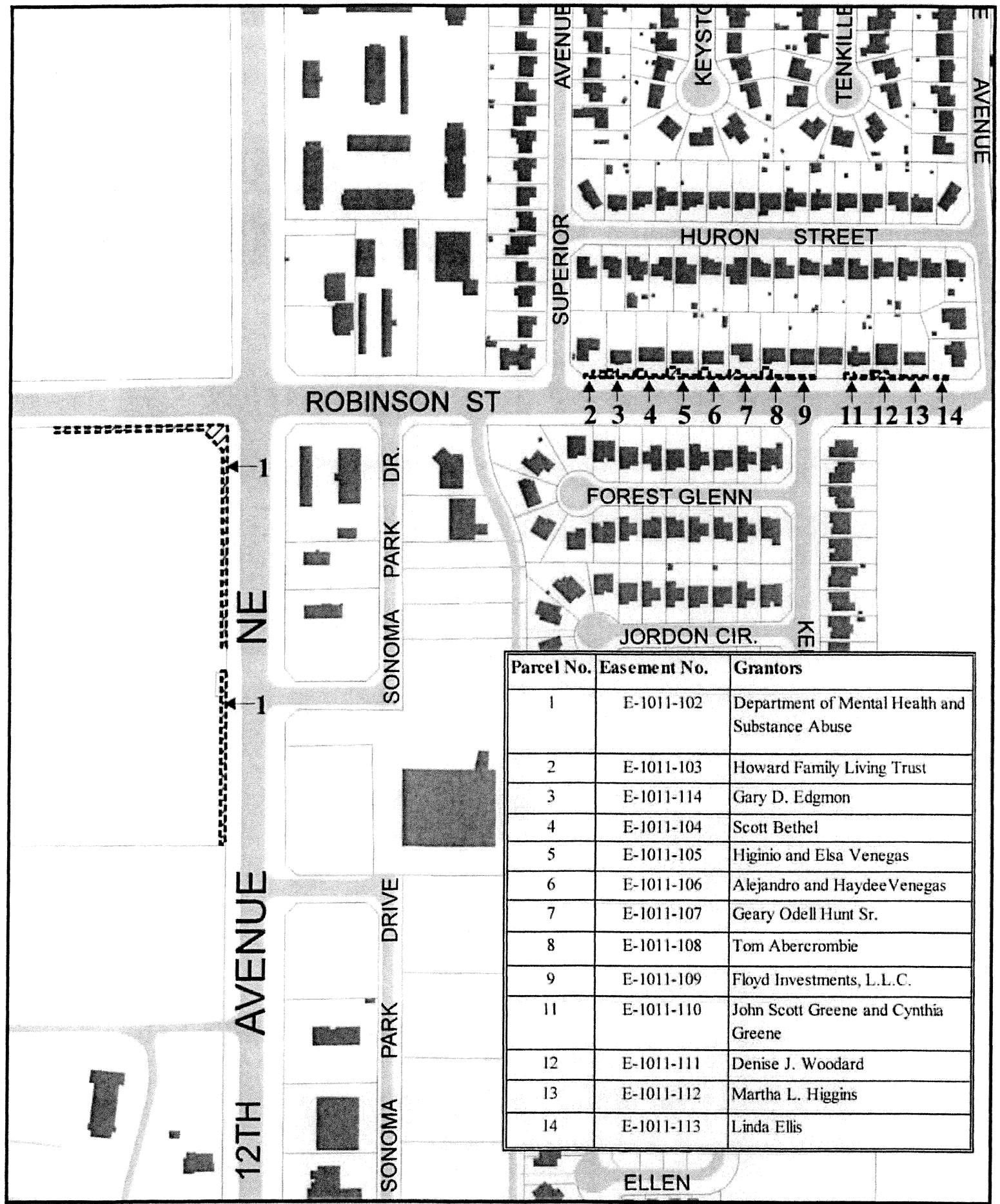
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

RECOMMENDATION: Staff recommends the above described easement be accepted and the filing be directed thereof.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
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6	E-1011-106	Alejandro and Haydee Venegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

Map Produced by the City of Norman Geographic Information System (405) 366-5318
The City of Norman assumes no responsibility for errors or omissions in the information presented.

Proposed Temporary Easements
Parcels
Roads
Structures
1 Parcel No.

July 1, 2011

0 30 60 120 Feet

PARCEL NO.: 12
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-111

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Denise J. Woodard, a single person

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 1,310.34 feet, thence N 00°04'58" E a distance of 50.00 feet to the Point of Beginning, thence N 00°04'58" E a distance of 14.99 feet, thence S 89°49'36" E a distance of 30.01 feet, thence S 00°10'24" W a distance of 9.96 feet, thence S 89°53'21" E a distance of 30.03 feet, thence S 00°04'56" W a distance of 5.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 60.03 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

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

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 30 day of March, 2011.

BY: Denise J. Woodard BY: _____

Denise J. Woodard

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of March, 2011, personally appeared Denis J. Woodard, _____ to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC SEAL HAROLD HALTOM Notary Public in and for the State of Oklahoma Commission #08014012 My Commission expires 4/20/2014

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

Harold Haltom
Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14th day of July, 2011.

RBM
City Attorney

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

_____
Mayor

ATTEST:

_____
City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-112

File ID:	E-1011-112	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 23	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	Temporary E-1011-112 Robinson/12th			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-112 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY MARTHA L. HIGGINS FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-112; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 23

Attachments: Table of Easements, Site Map, E-1011-112

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-112

Body

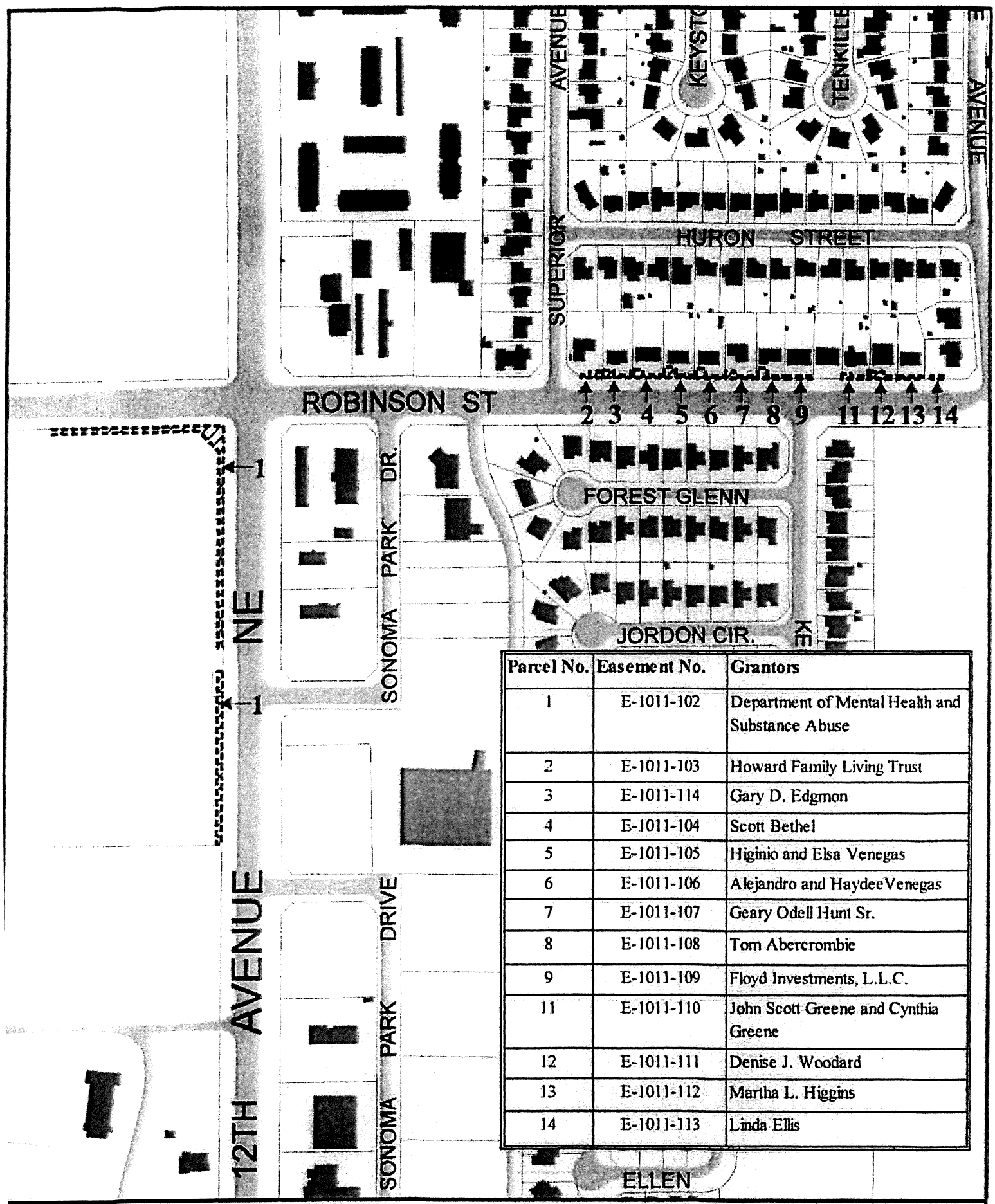
BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to

negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

RECOMMENDATION: Staff recommends the above-described easement be accepted and the filing thereof be directed.



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and HaydeeVenegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easement 23-1

Map Produced by the City of Norman Geographic Information System (405) 366-5314

Proposed Temporary Easements Roads 1 Parcel No.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres

PARCEL NO.: 13
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-112

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Martha L. Higgins, AKA Martha Higgins, a single person

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 1,370.37 feet, thence N 00°04'56" E a distance of 50.00 feet to the Point of Beginning, thence N 00°04'56" E a distance of 5.00 feet, thence S 89°53'21" E a distance of 55.03 feet, thence S 00°04'54" W a distance of 5.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 55.03 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

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

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 30 day of March, 2011.

BY: Martha L. Higgins BY: _____

Martha L. Higgins

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of March, 2011, personally appeared Martha L. Higgins, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that she executed the same as her 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 SEAL
HAROLD HALTOM
Notary Public in and for the State of Oklahoma
Commission #08004012
My Commission expires 4/20/2014

Harold Haltom
Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14th day of July, 2011.

R Bruce
City Attorney

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

_____
Mayor

ATTEST:

_____
City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-113

File ID:	E-1011-113	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 24	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/02/2011
File Name:	Temporary E-1011-113 Robinson/12th			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF TEMPORARY EASEMENT NO. E-1011-113 (SIDEWALK AND DRIVEWAY CONSTRUCTION) DONATED BY LINDA ELLIS A/K/A LINDA ANN ELLIS FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-113; and, if accepted, direct the filing thereof with the City Clerk.

ACTION TAKEN: _____-

Notes:

Agenda Date: 07/26/2011

Agenda Number: 24

Attachments: Table of Easements, Site Map, E-1011-113

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-113

Body

BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the

existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

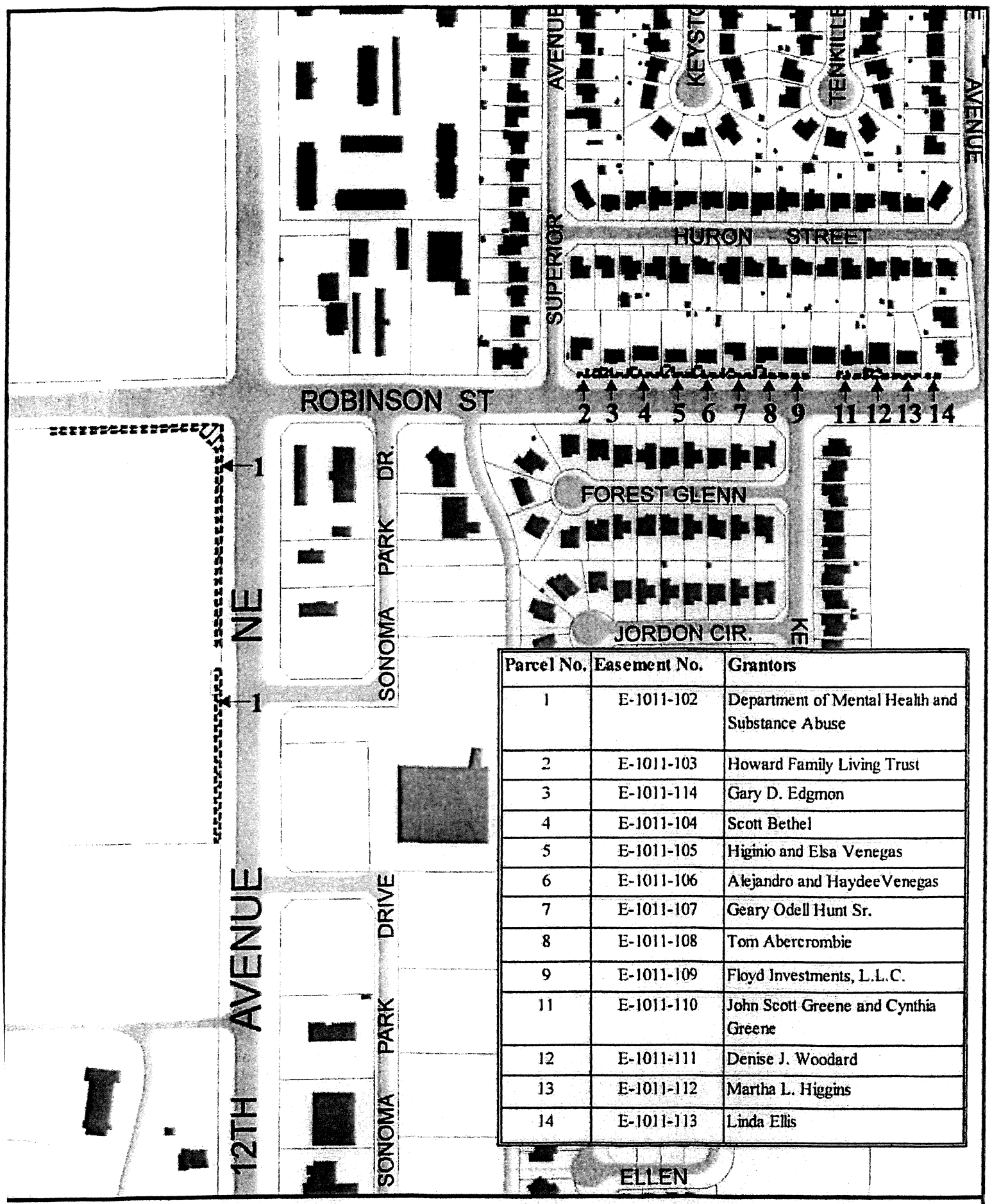
DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

RECOMMENDATION: Staff recommends the above-described easement be accepted and the filing thereof be directed.

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and Haydee Venegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

Map Produced by the City of Norman Geographic Information System (405) 366-5416 The City of Norman assumes no responsibility for errors or omissions

Proposed Temporary Easements

Parcels

Roads

1 Parcel No.

24-2

PARCEL NO.: 14
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-113

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Linda Ellis AKA Linda Ann Ellis, a single person

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 1,437.90 feet, thence N 00°04'54" E a distance of 50.00 feet to the Point of Beginning, thence N 00°04'54" E a distance of 5.00 feet, thence S 89°53'21" E a distance of 32.05 feet, thence S 00°06'42" W a distance of 5.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 32.04 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public utility(ies) and/or road-way(s) as indicated below:

Public Sidewalk and Driveway Construction

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

SIGNED and delivered this 30 day of March, 2011.

BY: Linda Ellis BY: _____

Linda Ellis

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of March, 2011, personally appeared Linda Ellis, _____ to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that she executed the same as her 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 SEAL — HAROLD HALTON, Notary Public in and for the State of Oklahoma, Commission #06014012, My Commission expires 4/20/2014

Harold Halton
Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14th day of July, 2011.

R Brett
City Attorney

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

_____
Mayor

ATTEST:

_____
City Clerk

SEAL:

City of Norman, OK

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

Master

File Number: E-1011-114

File ID:	E-1011-114	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 25	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$1,200.00	**File Created:**	07/02/2011
File Name:	E-1011-114 Gary D. Edmon			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF A TEMPORARY EASEMENT NO. E-1011-114 (SIDEWALK AND DRIVEWAY CONSTRUCTION) FROM GARY D. EDGMON IN THE AMOUNT OF $1,200 FOR THE ROBINSON STREET AND 12TH AVENUE N.E. INTERSECTION PROJECT.

ACTION NEEDED: Motion to accept or reject Temporary Easement No. E-1011-114; and, if accepted, direct the filing thereof with the City Clerk and payment for the easement.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 25

Attachments: Table of Easements, Site Map, E-1011-114, Requisition-E-1011-114

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1011-114

Body

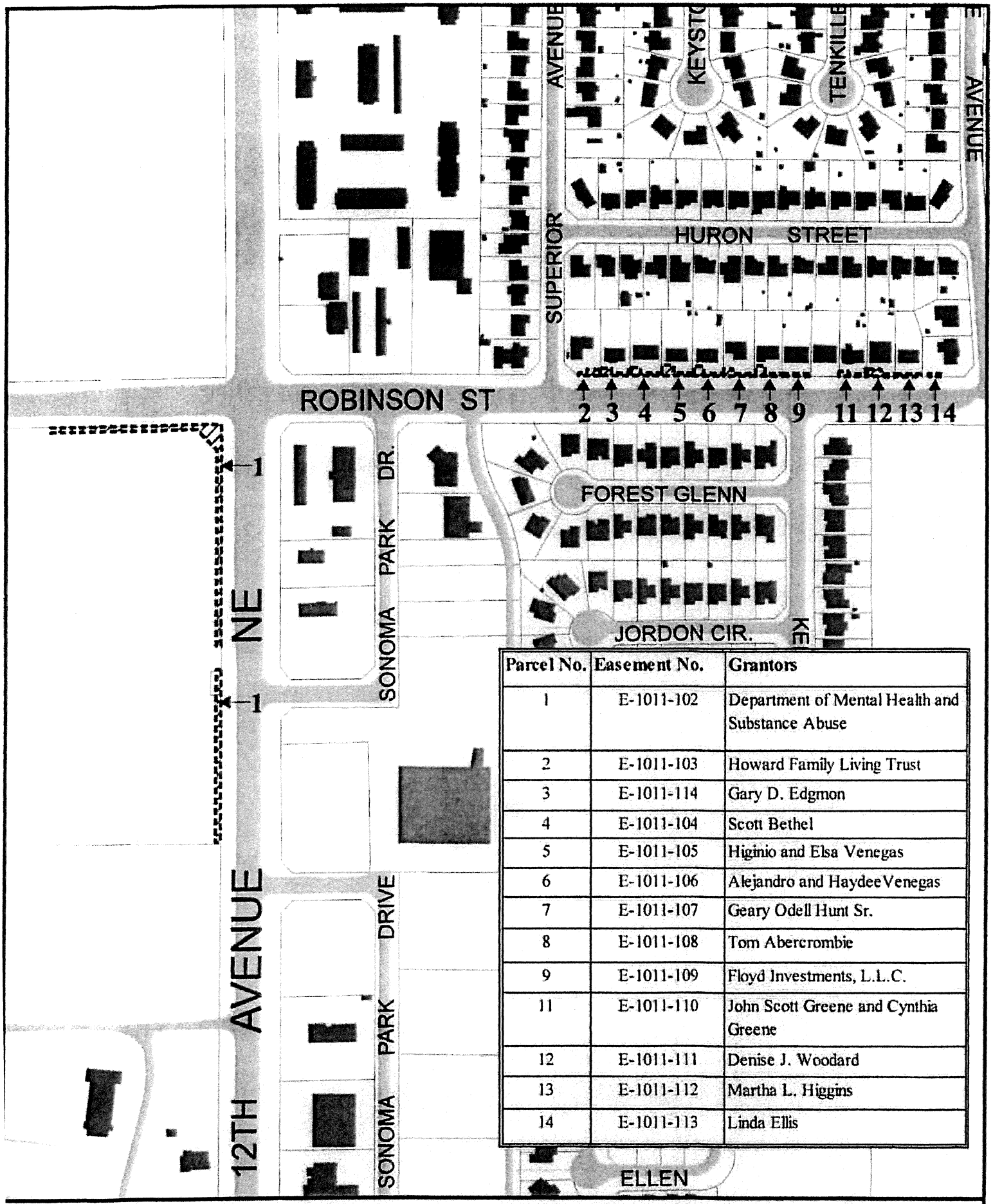
BACKGROUND: On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. The purpose of this project is to modify the signal at the intersection of

Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

DISCUSSION: The City acquired thirteen (13) parcels of property for this project for temporary construction or sidewalk and utility easements. All of the property owners have accepted the City's offer. Staff requested donations prior to making any offers of fair market value. Twelve (12) of the thirteen (13) property owners generously donated the easements without compensation. Funds are available for the remaining parcel in the Capital Fund, Robinson Street and 12th Avenue NE, Right-of-Way (Account No. 050-9079-431.60-01, Project No. TR0238). A table of easements is provided as an attachment along with other pertinent information.

STAFF RECOMMENDATION: Staff recommends the above-described easement be accepted, payment be authorized, and the filing thereof be directed.



Parcel No.	Easement No.	Grantors
1	E-1011-102	Department of Mental Health and Substance Abuse
2	E-1011-103	Howard Family Living Trust
3	E-1011-114	Gary D. Edgmon
4	E-1011-104	Scott Bethel
5	E-1011-105	Higinio and Elsa Venegas
6	E-1011-106	Alejandro and Haydee Venegas
7	E-1011-107	Geary Odell Hunt Sr.
8	E-1011-108	Tom Abercrombie
9	E-1011-109	Floyd Investments, L.L.C.
11	E-1011-110	John Scott Greene and Cynthia Greene
12	E-1011-111	Denise J. Woodard
13	E-1011-112	Martha L. Higgins
14	E-1011-113	Linda Ellis

Robinson/12th Ave NE Intersection Project Right of Way Easements

Map Produced by the City of Norman Geographic Information System (405) 366-5318
The City of Norman assumes no responsibility for errors or omissions in the information presented

Proposed Temporary Easements
Parcels
Roads
Structures
1 Parcel No.

25-1

July 1, 2011

0 30 60 120 Feet

TABLE OF EASEMENTS

Robinson Street and 12th Avenue NE Intersection Project

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
1	E-1011-102	Department of Mental Health and Substance Abuse	Sidewalk & Utility Easement	Donated	0.30 acres
2	E-1011-103	Howard Family Living Trust	Temporary Easement	Donated	0.01 acres
3	E-1011-114	Gary D. Edgmon	Temporary Easement	$1,200	0.01 acres Includes damages to landscaping
4	E-1011-104	Scott Bethel	Temporary Easement	Donated	0.01 acres
5	E-1011-105	Higinio and Elsa Venegas	Temporary Easement	Donated	0.02 Acres
6	E-1011-106	Alejandro and HaydeeVenegas	Temporary Easement	Donated	0.01Acres
7	E-1011-107	Geary Odell Hunt Sr.	Temporary Easement	Donated	0.01 Acres
8	E-1011-108	Tom Abercrombie	Temporary Easement	Donated	0.01 Acres
9	E-1011-109	Floyd Investments, L.L.C.	Temporary Easement	Donated	0.01 Acres
11	E-1011-110	John Scott Greene and Cynthia Greene	Temporary Easement	Donated	0.01 Acres
12	E-1011-111	Denise J. Woodard	Temporary Easement	Donated	0.01 Acres
13	E-1011-112	Martha L. Higgins	Temporary Easement	Donated	0.01 Acres
14	E-1011-113	Linda Ellis	Temporary Easement	Donated	0.01 Acres

PARCEL NO.: 3
PROJECT NO. : STP-114A(197)AG
JP NO.: 24282(04)

E-1011-114

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Gary D. Edgmon, a single person

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in the SW ¼ of Section 21, T9N, R2W, in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW corner of said SW ¼, thence S 89°53'18" E a distance of 745.07 feet, thence N 00°05'16" E a distance of 49.99 feet to the Point of Beginning, thence N 00°05'16" E a distance of 15.00 feet, thence S 89°53'21" E a distance of 23.54 feet, thence S 00°00'00" E a distance of 10.00 feet, thence S 89°53'21" E a distance of 36.59 feet, thence N 00°00'00" E a distance of 12.00 feet, thence S 89°53'21" E a distance of 4.90 feet, thence S 00°05'14" W a distance of 17.00 feet to a point on the present right-of-way line, thence N 89°53'21" W along said right-of-way line a distance of 65.03 feet to the Point of Beginning.

Containing 0.01 acres, more or less.

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

Public Sidewalk and Driveway Construction with two car approach

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

SIGNED and delivered this 20 day of April, 2011.

BY: Gary D. Edgmon
Gary D. Edgmon

BY: _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of April, 2011, personally appeared Gary D. Edgmon, _____ to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth.

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

HAROLD HALTOM
Notary Public in and for the State of Oklahoma
Commission #09014012
My Commission expires 4/20/2014

Notary Public

My Commission Expires: 4/20/14

Approved as to form and legality this 14 day of July, 2011.

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

PURCHASE REQUISITION NBR: 0000188975

REQUISITION BY: PJONES

STATUS: DIVISION APPROVAL
REASON: PURCHASE OF EASEMENT-ROBINSON ST & 12TH AVE

DATE: 7/12/11

SHIP TO LOCATION: PUB WKS- ENGINEERING

SUGGESTED VENDOR: 11050 EDGMON, GARY D

DELIVER BY DATE: 7/15/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PURCHASE OF RIGHT-OF-WAY EASEMENT COMMODITY: ACQUISITIONS SUBCOMMOD: EASEMENTS	1.00	EA	1200.0000	1200.00	

REQUISITION TOTAL: 1200.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05090794316001	Capital Projects Land	TR0238 Robinson - 12th SE	100.00	1200.00
					1200.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PURCHASE OF RIGHT-OF-WAY EASEMENT FOR ROBINSON
STREET & 12TH AVENUE NE INTERSECTION PROJECT
RETURN CHECK TO ENGINEERING
CONTINGENT UPON COUNCIL APPROVAL 7/26/11. REQUIRES
A LINE ITEM TRANSFER FROM 050-9079-431.61-01,
TR0238, TO 050-9079-431.60-01, TR0238.

City of Norman, OK

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

Master

File Number: COS-1011-8

File ID:	COS-1011-8	**Type:**	Certificate of Survey	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 26	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	05/10/2011
File Name:	COS-1011-8 Copper Trail			**Final Action:**	

Title: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1011-08 FOR COPPER TRAIL WITH A VARIANCE IN THE TEN (10) ACRE MINIMUM REQUIREMENTS FOR TRACTS 3 AND 4. (LOCATED ON THE EAST SIDE OF 72ND AVENUE N.E. APPROXIMATELY 1/2 MILE NORTH OF ALAMEDA STREET)

ACTION NEEDED: Motion to approve or reject Norman Rural Certificate of Survey No. COS-1011-08 with a variance in the ten (10) acre minimum requirements for Tracts 3 and 4; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 26

Attachments: Copper Trail Location, Copper Trail COS, Staff Report COS-1011-8, Predevelopment COS-1011-8, Flick GBC Comments, Flick GES, Copper Trail COS Minutes 6-11

Project Manager: Ken Danner, Development Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	06/09/2011					

Text of Legislative File COS-1011-8

body

BACKGROUND: This item is Norman Rural Certificate of Survey No. COS-1011-1 generally located one-quarter of a mile north of Alameda Street on the east side of 72nd

Avenue NE. The property is currently located in the A-2, rural agricultural zoning district.

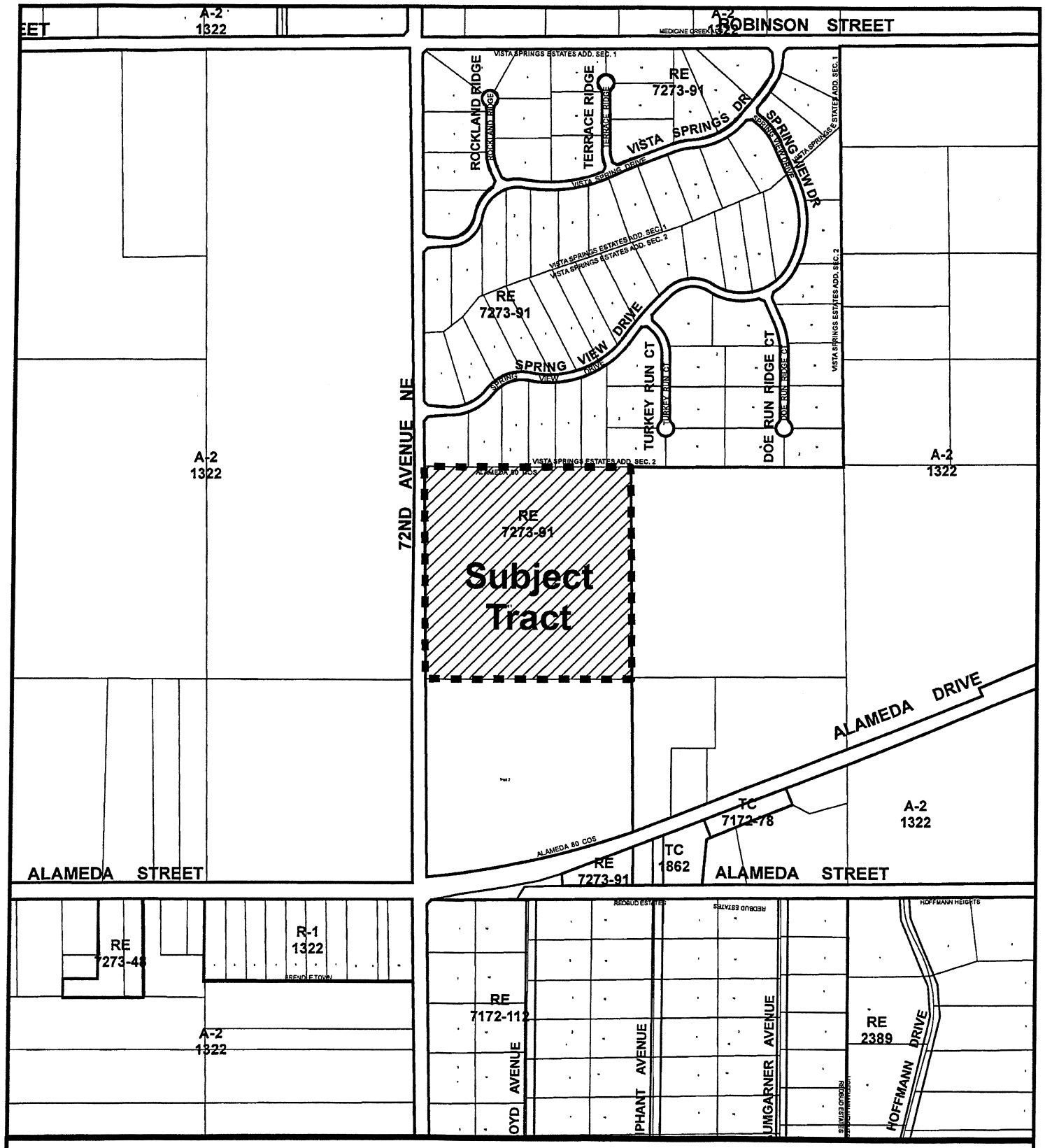
DISCUSSION: Norman Rural Certificate of Survey No. COS-1011-1 for Alameda 80 was approved by Planning Commission at its meeting of September 10, 2009, and City Council at its meeting of October 13, 2009. Certificate of Survey No. COS-1011-1, Alameda 80, was filed of record with the Cleveland County Clerk on September 3, 2010.

Norman Rural Certificate of Survey No. COS-1011-1 consisted of two tracts. The owner of Tract 1 desires to subdivide Tract 1 into four (4) tracts. Planning Commission, at its meeting of June 9, 2011, recommended approval of the request to vary the minimum acreage requirement for Tracts 3 and 4 and recommended approval of Norman Rural Certificate of Survey No. COS-1011-8, Copper Trail. Tract 1 consists of 10.00 acres; Tract 2 consists of 10.00 acres; Tract 3 consists of 9.99 acres and Tract 4 consists of 9.99 acres. There are a total of four tracts encompassing almost 40 acres in this certificate of survey. This certificate of survey, if approved, will allow one single family structure on each tract.

Private sanitary sewer systems will be installed for each tract in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards. There will be water wells for all the tracts. Fire protection will be provided by the City of Norman pumper/tanker trucks. Access to the parcels will be installed and connect to 72nd Avenue N.E. The proposal is to serve three (3) of the tracts with a single driveway. As a result, there will only be two (2) drive approaches connecting to 72nd Avenue N.E. instead of four (4).

Roadway easement for 72nd Avenue SE was filed of record on September 3, 2010. Since this section is a "short" section, this property was never forty (40) acres. As a result, a request has been made to vary the required ten (10) acre minimum requirement for Tracts 3 and 4. As noted, these two (2) tracts consist of 9.99 acres each.

RECOMMENDATION: Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-1011-8 for Copper Trail (Tract 1, Alameda 80).



Location Map

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

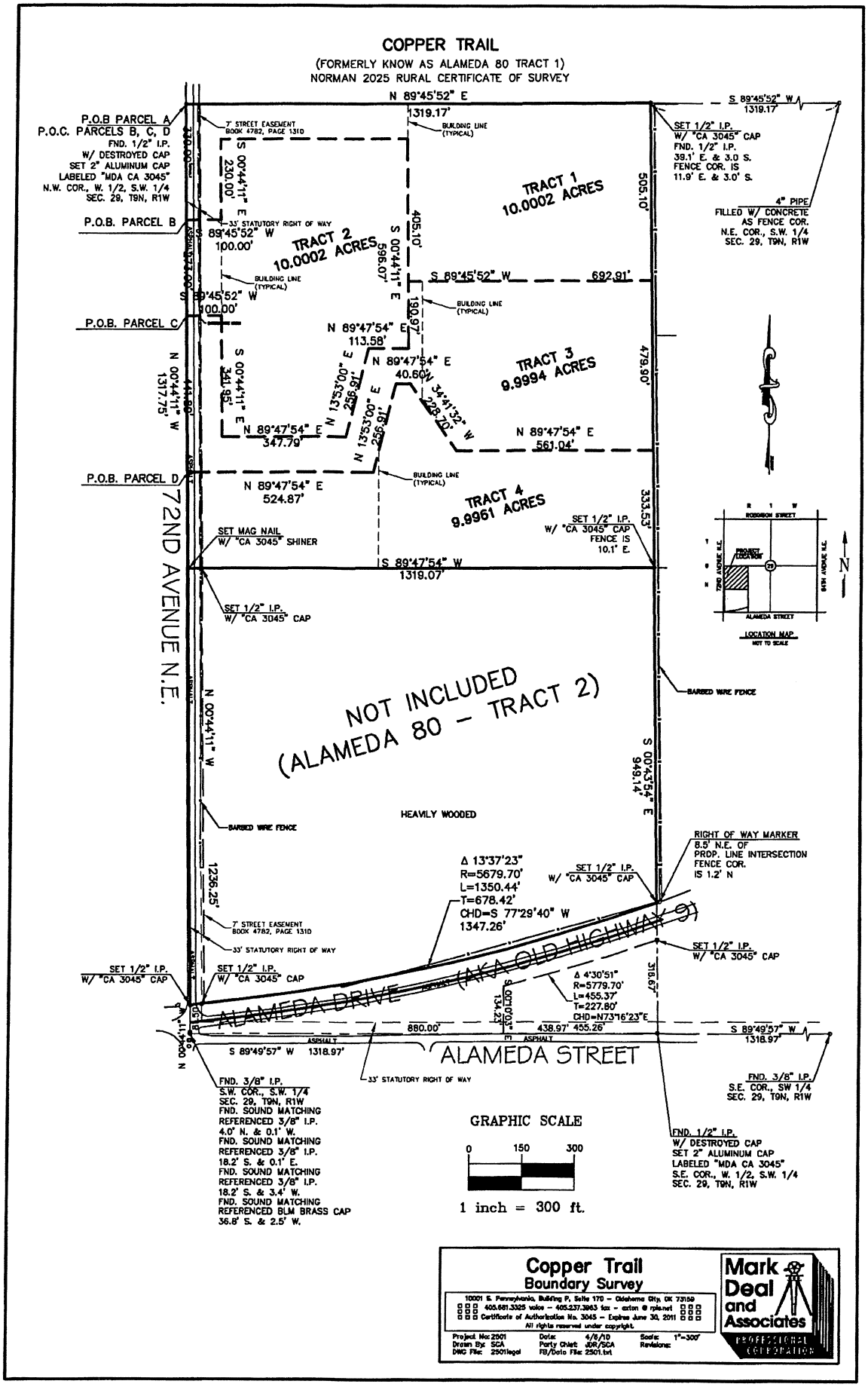
N
W E
S

June 2, 2011

0 400 800 Ft.

Subject Tract

Zoning


COPPER TRAIL
(FORMERLY KNOW AS ALAMEDA 80 TRACT 1)
NORMAN 2025 RURAL CERTIFICATE OF SURVEY
N 89°45'52" E
1319.17'
S 89°45'52" W
1319.17'
P.O.B PARCEL A
P.O.C. PARCELS B, C, D
FND. 1/2" I.P.
W/ DESTROYED CAP
SET 2" ALUMINUM CAP
LABELED "MDA CA 3045"
N.W. COR., W. 1/2, S.W. 1/4
SEC. 29, T9N, R1W
7' STREET EASEMENT
BOOK 4782, PAGE 1310
BUILDING LINE (TYPICAL)
SET 1/2" I.P.
W/ "CA 3045" CAP
FND. 1/2" I.P.
39.1' E. & 3.0 S.
FENCE COR. IS
11.9' E. & 3.0' S.
4" PIPE
FILLED W/ CONCRETE
AS FENCE COR.
N.E. COR., S.W. 1/4
SEC. 29, T9N, R1W
TRACT 1
10.0002 ACRES
505.10'
S 00°44'11" E
230.00'
P.O.B. PARCEL B
33' STATUTORY RIGHT OF WAY
S 89°45'52" W
100.00'
TRACT 2
10.0002 ACRES
405.10'
S 00°44'11" E
596.07'
S 89°45'52" W
692.91'
BUILDING LINE (TYPICAL)
S 89°45'52" W
100.00'
P.O.B. PARCEL C
190.97'
N 89°47'54" E
113.58'
N 89°47'54" E
40.60'
TRACT 3
9.9994 ACRES
479.90'
N 00°44'11" W
1317.75'
S 00°44'11" E
341.95'
N 13°53'00" E
256.91'
N 34°41'32" W
223.70'
N 89°47'54" E
347.79'
N 13°53'00" E
256.91'
N 89°47'54" E
561.04'
P.O.B. PARCEL D
N 89°47'54" E
524.87'
BUILDING LINE (TYPICAL)
TRACT 4
9.9961 ACRES
333.53'
SET 1/2" I.P.
W/ "CA 3045" CAP
FENCE IS
10.1' E.
SET MAG NAIL
W/ "CA 3045" SHINER
S 89°47'54" W
1319.07'
SET 1/2" I.P.
W/ "CA 3045" CAP
72ND AVENUE N.E.
NOT INCLUDED
(ALAMEDA 80 - TRACT 2)
BARBED WIRE FENCE
N 00°44'11" W
S 00°43'54" E
949.14'
HEAVILY WOODED
BARBED WIRE FENCE
RIGHT OF WAY MARKER
8.5' N.E. OF
PROP. LINE INTERSECTION
FENCE COR.
IS 1.2' N
Δ 13°37'23"
R=5679.70'
L=1350.44'
T=678.42'
CHD=S 77°29'40" W
1347.26'
SET 1/2" I.P.
W/ "CA 3045" CAP
1236.25'
7' STREET EASEMENT
BOOK 4782, PAGE 1310
33' STATUTORY RIGHT OF WAY
SET 1/2" I.P.
W/ "CA 3045" CAP
SET 1/2" I.P.
W/ "CA 3045" CAP
SET 1/2" I.P.
W/ "CA 3045" CAP
ALAMEDA DRIVE (AKA OLD HIGHWAY 9)
Δ 4°30'51"
R=5779.70'
L=455.37'
T=227.80'
CHD=N73°16'23"E
S 00°10'03" E
134.23'
318.67'
880.00'
438.97' 455.26'
S 89°49'57" W
1318.97'
S 89°49'57" W 1318.97'
ALAMEDA STREET
33' STATUTORY RIGHT OF WAY
FND. 3/8" I.P.
S.W. COR., S.W. 1/4
SEC. 29, T9N, R1W
FND. SOUND MATCHING
REFERENCED 3/8" I.P.
4.0' N. & 0.1' W.
FND. SOUND MATCHING
REFERENCED 3/8" I.P.
18.2' S. & 0.1' E.
FND. SOUND MATCHING
REFERENCED 3/8" I.P.
18.2' S. & 3.4' W.
FND. SOUND MATCHING
REFERENCED BLM BRASS CAP
36.8' S. & 2.5' W.
FND. 3/8" I.P.
S.E. COR., SW 1/4
SEC. 29, T9N, R1W
FND. 1/2" I.P.
W/ DESTROYED CAP
SET 2" ALUMINUM CAP
LABELED "MDA CA 3045"
S.E. COR., W. 1/2, S.W. 1/4
SEC. 29, T9N, R1W
GRAPHIC SCALE
0 150 300
1 inch = 300 ft.
ROBINSON STREET
PROJECT LOCATION
72ND AVENUE N.E.
68TH AVENUE N.E.
ALAMEDA STREET
LOCATION MAP
NOT TO SCALE
N
Copper Trail
Boundary Survey
10001 S. Pennsylvania, Building P, Suite 170 – Oklahoma City, OK 73159
405.681.3325 voice – 405.237.3963 fax – carlon @ rpls.net
Certificate of Authorization No. 3045 – Expires June 30, 2011
All rights reserved under copyright.
Project No: 2501
Drawn By: SCA
DWG File: 2501legal
Date: 4/8/10
Party Chief: JDR/SCA
FB/Data File: 2501.txt
Scale: 1"=300'
Revisions:
Mark Deal and Associates
PROFESSIONAL CORPORATION

CERTIFICATE OF SURVEY ITEM NO. 4

STAFF REPORT

ITEM: Consideration of NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1011-8 FOR COPPER TRAIL (Tract 1, Alameda 80).

LOCATION: Generally located on the east side of 72nd Avenue NE approximately one-half mile north of Alameda Street.

INFORMATION:

1. Owner. Denny Flick
2. Surveyor. Mark Deal and Associates.

HISTORY:

1. The property for the proposed development is A-2 zoning classification.

2. July 8, 2010. Planning Commission, on a vote of 7-0, recommended to City Council approval of Certificate of Survey No. COS-1011-1, Alameda 80, be approved.

3. August 24, 2010. City Council approved Certificate of Survey COS-1011-1, Alameda 80.

4. September 3, 2010. Certificate of Survey No. COS-1011-1, Alameda 80 was filed of record with the Cleveland County Clerk.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department with use of a pumper and tanker trucks.

2. Sewage. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

4. Easements. Roadway/drainage/utilities have been granted as part of Certificate of Survey, Alameda 80; COS-1011-1, filed of record with the County Clerk on September 3, 2010.

5. Acreage. Tract 1 consists of 10.00 acres; Tract 2 consists of 10.00 acres; Tract 3 consists of 9.99 acres and Tract 4 consists of 9.99 acres.

SUPPLEMENTAL MATERIAL: Copies of a location map and Certificate of Survey No. COS-1011-8 are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Based on the fact this is a short section mile, the owner did not own forty (40) acres to create ten (10) acre tracts. As a result, a request has been made to approve a variance in the required ten (10) acre minimum requirement for Tracts 3 and 4. Staff can support the request since the tracts are very close to the ten (10) acre requirement and this property was never in a forty (40) acre parcel. Staff recommends approval of Certificate of Survey No. COS-1011-8 for Copper Trail.

ACTION NEEDED: Recommend approval or disapproval of the request in the variance of the minimum ten (10) acre requirement for Tracts 3 and 4 and approval or disapproval of Certificate of Survey No. COS-1011-8 for Copper Trail, to City Council.

ACTION TAKEN:_____

City of Norman Predevelopment **December 16, 2010**

Applicant	Denny Flick
Location	NW ¼ of SW ¼, Section 29, Twp 9 N, Range 1 West
Case Number	PD10-27
Time	6:00—6:30 PM

Attendee	Stakeholder	Address	Phone
Denny & Norene Flick	Co-applicants	1003 Flaming Oaks Drive	329-6341
Kevin & Patty Hill	Applicants' family	517 SE 34th Street Moore, OK 73160	642-1679
Robyn Pendleton	Neighboring owner	131 E Chestnut Rd Goldsby 73093	288-2610
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 a Preliminary Plat to allow them to subdivide their 40-acre parcel into four residential tracts. They propose to rezone the northern 30 acres A-2 Agricultural, with the southernmost tract remaining RE-Residential Estates. The *Norman 2025 Land Use Plan* designation is Country Residential. The current zoning of the entire 40-acre tract is RE-Residential Estates.

Applicant's Opportunity. The applicants are seeking to create a family estate on 40 acres around Alameda and 72nd Avenue NE. With its current RE zoning, the undeveloped land could allow up to one home per two-acre parcel. The applicants are seeking to reduce that density to one home per 10-acres on three tracts. The zoning of the southernmost 10-acre tract will remain RE-Residential Estates for now. The applicants plan to leave as much of the land wooded as is possible.

Neighbors' Comments. One neighbor in attendance was curious about the proposal and what if any effect it would have to her commercially-zoned property to the south. Her property is currently undeveloped but once had a store, hence the commercial zoning. She stated that she was satisfied that this proposal would have no negative impact on her property, now or in the future.

I. PD10-27

Applicant: Denny Flick (Dennis Don Flick Family Trust)

Location: East of 72nd Avenue N.E. and approximately ¼ mile north of Alameda Drive

Proposal: Four-lot plat for residential development on approximately 40 acres.

Jane Ingels said PD10-27 should be taken off of the consent docket.

Greenbelt Commission final comments regarding PD10-27:

The Commission agreed with Planning Director Susan Connors there are no opportunities for greenbelt or trail system, except as stated in their comments below.

Van Cline moved that the below text be submitted as the comments from the Greenbelt Commission about application PD10-27. Jim McCampbell seconded the motion. The motion passed unanimously.

Below are the Greenbelt Commission comments and the specific sections of the Greenbelt Commission Ordinance referencing PD10-27.

Comments from the Commission included that the City should keep the future possibilities of a trail along the existing right of way on 72nd. Additionally the Commission wished to comment this proposal offers positive change from 20 septic tanks to fewer than 10 with the potential of greater open space and the pond potentially enhancing water quality and wildlife habitat.

ARTICLE XXI GREENBELT COMMISSION

> Sec. 4-2026. Specific Principles, Purposes and Goals of the Greenbelt System (d) *2. Protect the environmentally sensitive areas of the City and serve as a wildlife habitat; and (d) 3. Serve as a storm water management resource for urban run-off and regional detention needs;*
>
> Sec. 4-2028. Guidelines for Evaluating Greenbelt Enhancement Statements (j) *Permeable ground surfaces have been preserved to the extent possible; and (p) The development layout is designed to preserve the health and diversity of wildlife affected by development in natural drainage corridor areas.*

Pre-Development Case No. PD10-27

NORMAN GREENBELT ENHANCEMENT STATEMENT DATE: _____

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: Denny Flick Date: 12-1-10

Contact Person: Denny Flick Telphone/Fax/Email: 329-6341 dennyflick@yahoo.com

1. List development name, location, number of acres, and type of development, including types of buildings and their proposed uses.

There is no name as this is a private family estate. 40 acres. 30 acres to be rezoned agricultural and 10 acres will retain the Residential Estates zoning until the future..

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.

Most of property will wooded and will not be open to public access for the time being.

3. Does (do) the open space(s) for this development include some kind of trail or path? Indicate all that are applicable.

F Ffff	For access o	Within	Within open space
Sidewalks			
Other paved surface trail			
Unpaved Trail			
Direct Access from lots			

No. See above.

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.

See above

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.

See above

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.

N/A

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?

N/A

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.

N/A

9. Other comments:

If the 10 acres that retains it's Residential Estates zoning is ever developed as such, we will make all improvements required by the city. More than likely this last 10 acres will also be rezoned agricultural.

Signature of Applicant or Contact Person: _____

Denny Clark

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 _____

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

JUNE 9, 2011

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9th day of June 2011. Notice and agenda of the meeting were posted at the Norman Municipal Building twenty-four hours prior to the beginning of the meeting.

Chairman Jim Gasaway called the meeting to order at 6:30 p.m.

Item No. 1, being:
ROLL CALL

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

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Doug Koscinski, Manager, Current Planning Division Ken Danner, Development Coordinator Roné Tromble, Recording Secretary Jeff Bryant, City Attorney Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst Jane Hudson, Planner II

* * *

Item No. 2, being:
CONSENT DOCKET
Chairman Gasaway announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. He read the items recommended for inclusion on the Consent Docket, as follows:

Item No. 3, being:
APPROVAL OF THE MAY 12, 2011 REGULAR SESSION MINUTES

Item No. 4, being:
COS-1011-8 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY DENNY FLICK (MARK DEAL AND ASSOCIATES, P.C.) FOR COPPER TRAIL, WITH A VARIANCE IN THE TEN (10) ACRE MINIMUM REQUIREMENTS FOR TRACTS 3 AND 4, FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 72ND AVENUE N.E. APPROXIMATELY ½ MILE NORTH OF ALAMEDA STREET.

Item No. 5, being:
FP-1011-23 – CONSIDERATION OF A FINAL 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.

*

Chairman Gasaway asked if any member of the Planning Commission wished to remove any item from the Consent Docket. Mr. Lewis requested that all three items be removed from the Consent Docket.

* * *

Item No. 4, being:
COS-1011-8 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY DENNY FLICK (MARK DEAL AND ASSOCIATES, P.C.) FOR COPPER TRAIL, WITH A VARIANCE IN THE TEN (10) ACRE MINIMUM REQUIREMENTS FOR TRACTS 3 AND 4, FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 72ND AVENUE N.E. APPROXIMATELY ½ MILE NORTH OF ALAMEDA STREET.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Norman Rural Certificate of Survey
3. Staff Report
4. Pre-Development Summary
5. Greenbelt Commission Comments
6. Greenbelt Enhancement Statement

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Mr. Lewis indicated one of the concerns that I have in regard to Item No. 4 is number 5 under the improvement program, where it talks about acreage and the 2025 Land Use Plan being ten acres or more, and we are approving a 9.99 – even though it's very insignificant, it still is less than ten. I'm wondering if we need a 2025 Land Use Plan change. Ms. Connors responded that in the past we have looked at these very minor changes and not done Land Use Plan changes. It is to the spirit of the ten acres, and very often the original tract isn't of a size that you can get the ten acres in each lot and we have in the past had these small inconsistencies with the ten acres.

Mr. Lewis said one of his concerns is that we're having inconsistencies. I think we have a process in the City of Norman in place which ensures those inconsistencies are very much consistent. So that's my question – why we would not have a 2025 Land Use Plan change when, in deed, it is less than ten acres as it is mentioned. Ms. Connors stated that we're bringing it through the process that allows that variation to occur. This, again, isn't a Land Use Plan amendment. There is a lot requirement and through this public hearing process you can either approve or deny these lots at the size they are, but it doesn't require a Land Use Plan change.

Mr. Lewis asked, in other words, what I'm understanding you to say is we're making an exception to the ten acres or more in size? Ms. Connors responded affirmatively, through this process of approving the Rural Certificate of Survey.

Chris Lewis moved to recommend approval of the Rural Certificate of Survey for COPPER TRAIL, with a variance to the minimum ten acre requirement for Tracts 3 and 4 as noted, to the City Council. Zev Trachtenberg seconded the motion.

Mr. Trachtenberg commented that this request is for 9.996 acres, which is 4/1000 or 1/100 of a percent from meeting the requirement. This was a section that wasn't quite a mile long. Ms. Connors confirmed that it was a short section. Mr. Trachtenberg commented that it seems that this kind of variance or exception to the standard rules is just a matter of good judgment and this is an entirely appropriate thing to do.

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, Zev Trachtenberg, Jim Gasaway
NAYES	None
ABSENT	Andy Sherrer

Recording Secretary Roné Tromble announced that the motion, to recommend approval of the Rural Certificate of Survey for COPPER TRAIL, with a variance to the minimum ten acre requirement for Tracts 3 and 4, to the City Council, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: FP-1011-17

File ID:	FP-1011-17	**Type:**	Final Plat	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 27	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	12/14/2010
File Name:	Final Plat Carrington Place 10			**Final Action:**	

Title: CONSIDERATION OF A FINAL PLAT FOR CARRINGTON PLACE ADDITION, SECTION 10, INCLUDING A REPLAT OF A PORTION OF COMMON OPEN SPACE "L" OF CARRINGTON PLACE ADDITION, SECTION 7. (LOCATED ONE HALF MILE WEST OF 36TH AVENUE N.W. AND ONE HALF MILE SOUTH OF FRANKLIN ROAD)

ACTION NEEDED: Motion to approve or reject the final plat for Carrington Place Addition, Section 10, including a replat of a portion of Common Open Space L of Carrington Place Addition, Section 7; and, if approved, accept the public dedications contained within the plat, authorize the Mayor to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a warranty deed for park land dedication requirements, and direct the filing of the final plat.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 27

Attachments: Location Map - Carrington Sec 10, Final Plat - Carrington Place Sec 10, Prelim Plat - Carrington Place, Staff Report, 1-13-11 Minutes - Carrington Section 10

Project Manager: Ken Danner, Development Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	Planning Commission	01/13/2011	Recommended for Adoption at a subsequent City Council Meeting	City Clerk Department	Pass
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department			
1	Planning Commission	01/13/2011			

Text of Legislative File FP-1011-17

body

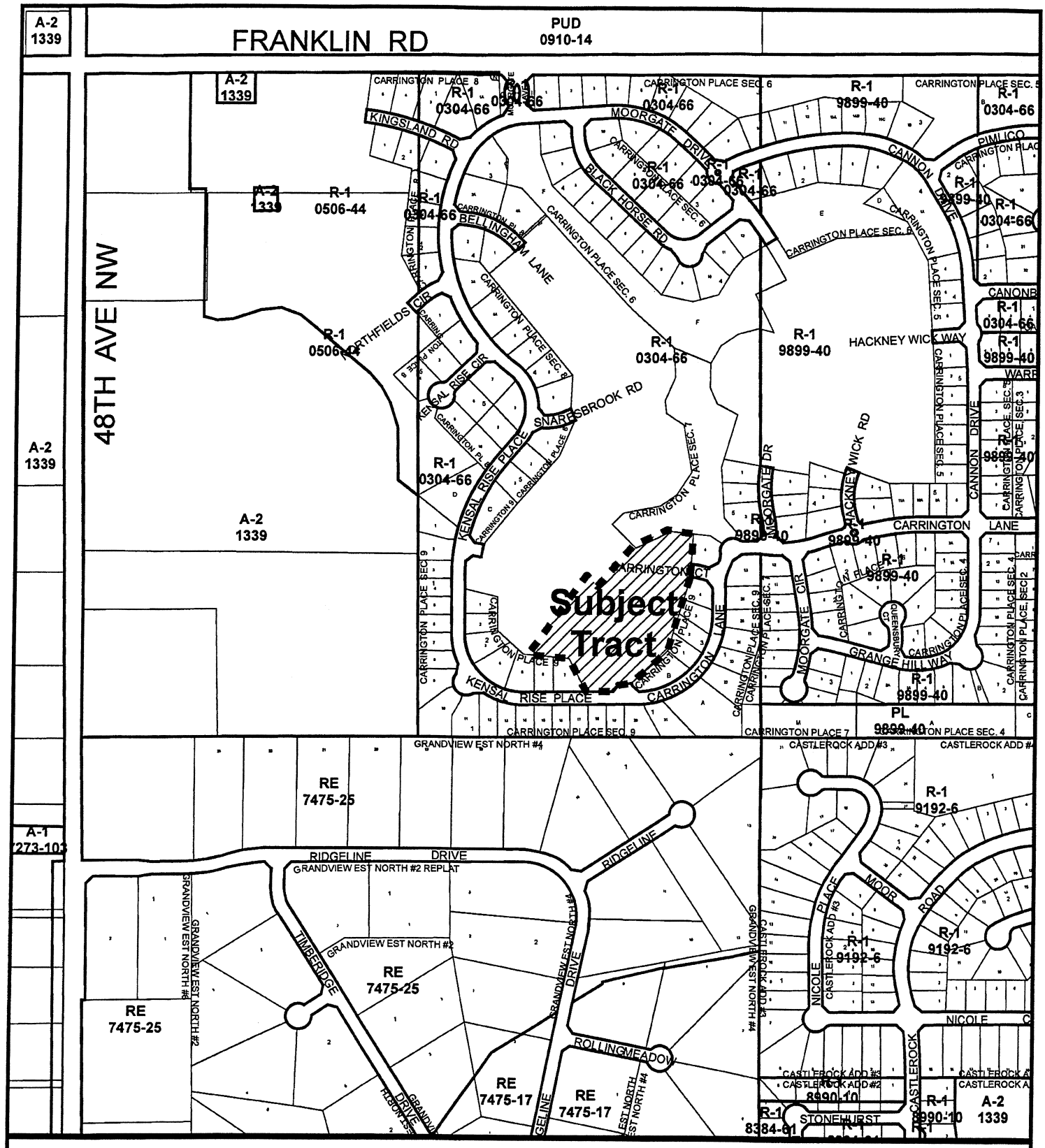
BACKGROUND: This item is a final plat for Carrington Place Addition, a Planned Unit Development, Section 10, and is generally located one-half of a mile west of 36th Avenue NW and one-half mile south of Franklin Road.

City Council, at its meeting of June 22, 2004, adopted Ordinance No. O-0304-66 placing this property in the R-1 zoning classification, Single Family Residential. City Council, at its meeting of May 9, 2006, approved the revised preliminary plat for Carrington Place Addition. Planning Commission, at its meeting of January 13, 2011, approved the final plat for Carrington Place Addition, Section 10, including a replat of a portion of Common Open Space L of Carrington Place Addition, Section 7. Common Open Space L located in Carrington Place Addition, Section 7, is currently under the ownership of the owner/developer. In order to provide the size of the residential lots needed to meet the market demands, a portion of the Open Space L is incorporated into the proposed residential lots. There is not a requirement for Open Space within the development. However, the owner/developer has established 21 acres of open space. Also, proposed parkland for the entire development exceeds City requirements. Parkland consists of 18.6 acres for a total of 39.6 acres of open space and parkland.

This final plat consists of twelve (12) residential lots and 5.66 acres. With the previous platting of Sections 1 through 9, there are approximately 100 residential lots remaining to be final platted in Carrington Place Addition. There are 490 total lots in the subdivision.

DISCUSSION: Construction plans have been reviewed for the required public improvements for this property. These improvements consist of water mains with fire hydrants, sanitary sewer mains, paving, drainage, and sidewalks. A warranty deed for parkland dedication will be required prior to filing the final plat.

RECOMMENDATION: The final plat is consistent with the approved revised preliminary plat. Based upon the above information, staff recommends approval of the final plat; and acceptance of the public dedications contained therein and authorize the Mayor sign the final plat, subdivision bonds/cash sureties and maintenance bonds for Carrington Place Addition, Section 10, including a replat of a portion of Common Open Space L, of Carrington Place Addition, Section 7, subject to completion and the City Development Committee's acceptance of the public improvements and receipt of warranty deed for park land.



Location Map

FP-1011-17
Final Plat
CARRINGTON PLACE ADDITION SECTION 10
Owner/Developer: Carrington Place, L.L.C.
Engineer/Surveyor: SMC Consulting Engineers, P.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.

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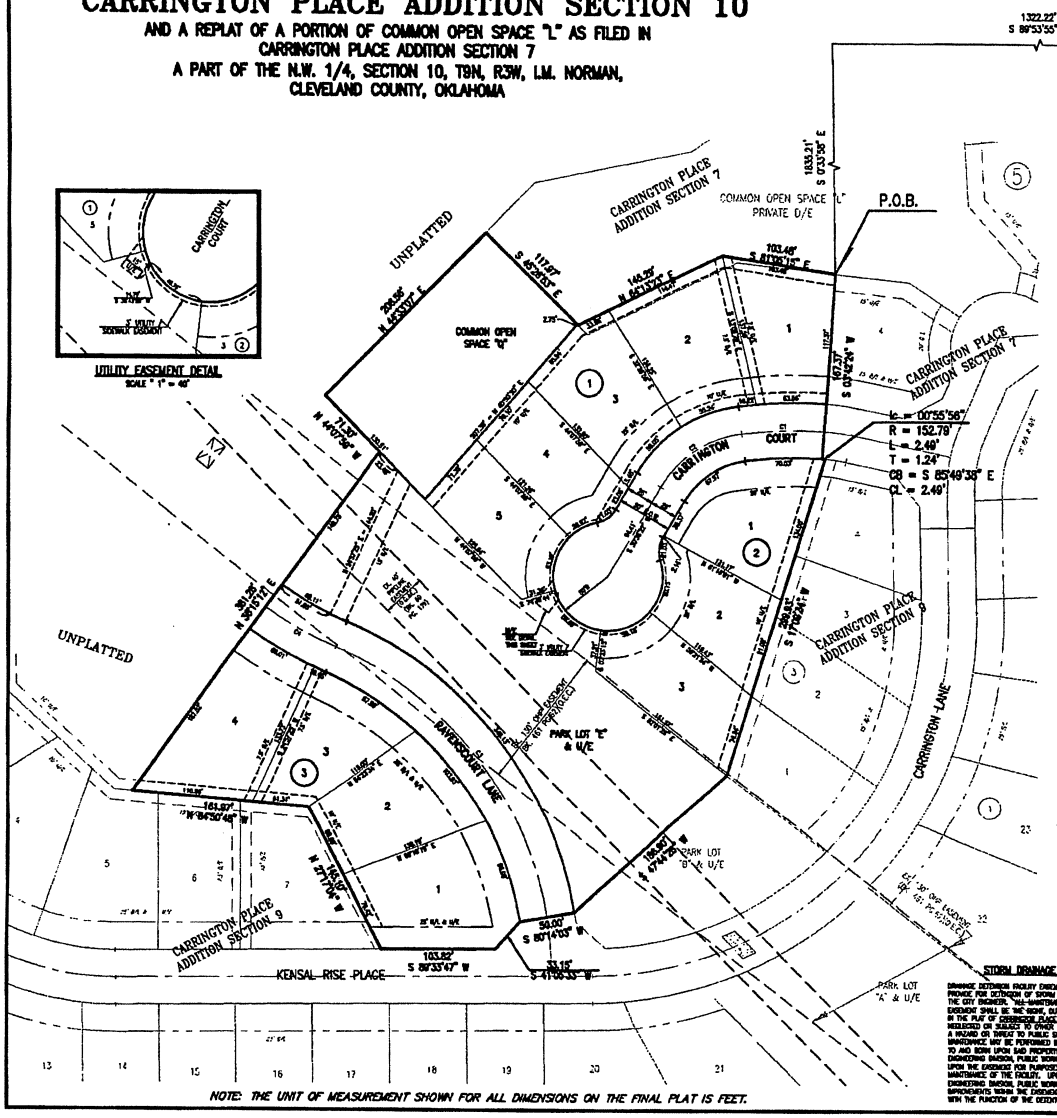
FINAL PLAT

CARRINGTON PLACE ADDITION SECTION 10

AND A REPLAT OF A PORTION OF COMMON OPEN SPACE "L" AS FILED IN
CARRINGTON PLACE ADDITION SECTION 7
A PART OF THE N.W. 1/4, SECTION 10, T9N, R3W, I.M. NORMAN,
CLEVELAND COUNTY, OKLAHOMA


1322.22'
S 89°53'55" W
2646.12'
S 89°27'49" W
NORTH SECTION LINE
P.O.C.
N.E. COR., N.E. 1/4,
SEC. 10, T9N, R3W, I.M.
1833.21'
S 0°33'58" E
COMMON OPEN SPACE "L"
PRIVATE D/E
P.O.B.
CARRINGTON PLACE ADDITION SECTION 7
UNPLATTED
COMMON OPEN SPACE "A"
CARRINGTON COURT
UTILITY EASEMENT DETAIL
SCALE: 1" = 40'
L = 00°55'56"
R = 152.79'
L = 2.49'
T = 1.24'
CB = S 85°49'38" E
CL = 2.49'
CARRINGTON PLACE ADDITION SECTION 9
UNPLATTED
DAVENSCOURT LANE
CARRINGTON LANE
PARK LOT "E" & U/E
PARK LOT "B" & U/E
PARK LOT "A" & U/E
KENSAL RISE PLACE
103.82'
S 89°33'47" W
50.00'
S 80°14'03" W
33.15'
S 41°05'33" W
161.97'
N 84°50'48" W
N 27°17'04" W
S 17°09'34" W
S 47°44'28" W
S 0°42'24" W
167.37'
S 0°42'24" W
N 44°07'59" W
N 43°33'07" E
N 38°15'12" E
N 64°13'23" E
S 81°05'15" E
103.48'
S 81°05'15" E
145.29'
N 64°13'23" E
206.56'
N 43°33'07" E
71.30'
N 44°07'59" W
N 38°15'12" E
S 17°09'34" W
S 47°44'28" W
S 0°42'24" W
S 89°33'47" W
S 41°05'33" W
S 80°14'03" W
S 27°17'04" W
S 84°50'48" W
N 27°17'04" W
N 84°50'48" W
N 0°42'24" E
N 17°09'34" E
N 47°44'28" E
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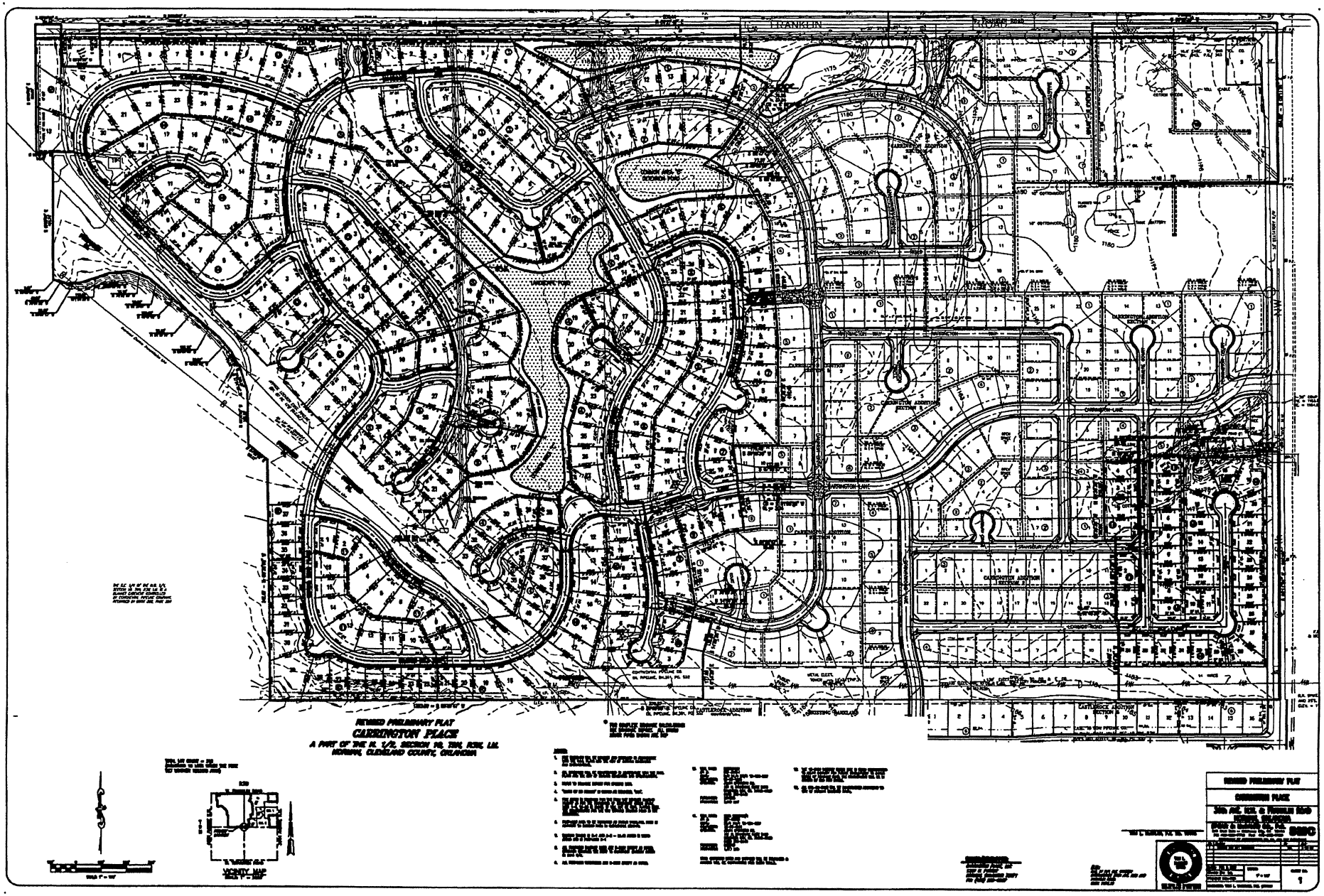
N 27°17'04" E
N 84°50'48" E


REVISED PRELIMINARY PLAT
CARRINGTON PLACE
A PART OF THE N. 1/2, SECTION 19, T8N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA
VICINITY MAP
FRANKLIN
CARRINGTON ADDITION
CARRINGTON LANE
CARRINGTON WAY
CARRINGTON PLACE
CARRINGTON ADDITION SECTION 1
CARRINGTON ADDITION SECTION 2
CARRINGTON ADDITION SECTION 3
CARRINGTON ADDITION SECTION 4
CARRINGTON ADDITION SECTION 5
CARRINGTON ADDITION SECTION 6
CARRINGTON ADDITION SECTION 7
CARRINGTON ADDITION SECTION 8
CARRINGTON ADDITION SECTION 9
CARRINGTON ADDITION SECTION 10
CARRINGTON ADDITION SECTION

FINAL PLAT ITEM NO. 4

STAFF REPORT

ITEM: Consideration of a Final Plat for CARRINGTON PLACE ADDITION, SECTION 10, and a replat of a portion of common open space "L" of CARRINGTON PLACE ADDITION, SECTION 7.

LOCATION: Generally located one-half mile west of 36th Avenue NW and one-half mile south of West Franklin Road.

INFORMATION:

1. Owners. Carrington Place, LLC.
2. Developer. Carrington Place, LLC.
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. May 6, 1999. The Norman Board of Parks Commissioners, on a vote of 6-0, recommended private park land dedication for Carrington Place Addition.
2. May 13, 1999. Planning Commission, on a vote of 6-0, recommended to City Council that this property be placed in R-1 and removed from A-2 zoning classification.
3. May 13, 1999. Planning Commission, on a vote of 6-0, approved the preliminary plat for Carrington Place Addition.
4. June 22, 1999. City Council adopted Ordinance No. 0-9899-40 placing this property in R-1 and removing it from A-2 zoning classification.
5. January 9, 2003. Planning Commission, on a vote of 6-1-1, recommended approval of the revised preliminary plat for Carrington Place Addition.
6. February 11, 2003. City Council approved the revised preliminary plat for Carrington Place Addition.

HISTORY (con't):

7. April 1, 2004. The Norman Board of Parks Commissioners, on a vote of 7-2, recommended park land for Carrington Place Addition.

8. March 11, 2004. Planning Commission, on a vote of 6-0-1, recommended to City Council the amendment of the Norman 2020 Land Use and Transportation Plan designating the western 80 acres of this property in Current Urban Service Area and removing it from the Future Urban Service Area Designation.

9. April 8, 2004. Planning Commission, on a vote of 6-0, recommended to City Council that a portion of this property be placed in R-1 and removed from A-2 and RM-2, zoning classifications.

10. April 8, 2004. Planning Commission, on a vote of 6-0, recommended to City Council that the revised preliminary plat for Carrington Place Addition be approved.

11. June 22, 2004. City Council approved an amendment to the Northwest Sanitary Sewer Solution to include a portion of this property in that solution.

12. June 22, 2004. City Council amended the 2020 Land Use and Transportation Plan to designate a portion of this property in the Current Urban Service Area and remove it from the Future Urban Service Area.

13. June 22, 2004. City Council adopted ordinance No. O-0304-66 placing a portion of this property in the R-1 single family designation and remove it from A-2 zoning classification.

14. June 22, 2004. City Council approved the revised preliminary plat for Carrington Place Addition.

15. March 2, 2006. The Norman Board of Parks Commissioners, on a vote of 6-1, recommended park land for Carrington Place Addition.

16. March 9, 2006. Planning Commission, on a vote of 6-0-1, recommended to City Council that the revised preliminary plat for Carrington Place Addition be approved.

17. May 9, 2006. City Council approved the revised preliminary plat for Carrington Place Addition.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

IMPROVEMENT PROGRAM, (con't):

2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.

3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. A lift station and off peak holding area has been constructed. This property is part of the Northwest Sanitary Sewer Solution.

4. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy.

5. Storm Sewers. Stormwater and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to a privately maintained detention facility.

6. Streets. Streets will be constructed in accordance with approved plans and City paving standards.

8. Water Main. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.

2. Rights-of-Way. Street rights-of-way are dedicated to the City on the final plat.

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

STAFF COMMENTS AND RECOMMENDATION: The owner proposes to develop twelve (12) single family residential lots, open space lots and one (1) park land lot. Staff recommends approval of the final plat for Carrington Place Addition, Section 10.

ACTION NEEDED: Approve or disapprove the final plat for Carrington Place Addition, Section 10, a Planned Unit Development and a Replat of a portion of Common Open Space "L" of Carrington Place Addition, Section 7.

ACTION TAKEN: _____

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

JANUARY 13, 2011

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 13th day of January 2011. Notice and agenda of the meeting were posted at the Norman Municipal Building twenty-four hours prior to the beginning of the meeting.

Chairman Zev Trachtenberg called the meeting to order at 6:30 p.m.

Item No. 1, being:
ROLL CALL

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

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Doug Koscinski, Manager, Current Planning Division Ken Danner, Development Coordinator Roné Tromble, Recording Secretary Blaine Nice, Asst. City Attorney Larry Knapp, GIS Analyst Jane Hudson, Planner II Jolana McCart, Asst. Recording Secretary

* * *

Item No. 2, being:
CONSENT DOCKET
Chairman Gasaway announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. He read the items recommended for inclusion on the Consent Docket, as follows:

Item No. 3, being:
APPROVAL OF THE DECEMBER 9, 2010 REGULAR SESSION MINUTES, NOVEMBER 18, 2010 STUDY SESSION MINUTES, AND DECEMBER 9, 2010 PUBLIC MEETING MINUTES

Item No. 4, being:
FP-1011-17 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY CARRINGTON PLACE, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR CARRINGTON PLACE ADDITION SECTION 10, LOCATED WEST OF CARRINGTON LANE AND NORTH OF KENSAL RISE PLACE IN THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN.

*

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

Zev Trachtenberg moved to place approval of Item Nos. 3 and 4 on the Consent Docket and approve by one unanimous vote. Tom Knotts seconded the motion.

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

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

Recording Secretary Roné Tromble announced that the motion, to place approval of Item Nos. 3 and 4 on the Consent Docket and approve by one unanimous vote, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: GID-1112-05

File ID:	GID-1112-05	**Type:**	Grant	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 28	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$1,000.00	**File Created:**	07/06/2011
File Name:	Grant from Cleveland County Conservation			**Final Action:**	

Title:

CONSIDERATION OF THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF $1,000 FROM THE CLEVELAND COUNTY CONSERVATION DISTRICT TO BE USED BY THE UTILITIES DEPARTMENT TO PURCHASE RAIN BARRELS TO BE GIVEN TO CITIZENS OF NORMAN DURING A RAIN BARREL WORKSHOP.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $1,000 from the Cleveland County Conservation District to be used by the Utilities Department to purchase rain barrels; and, if accepted, increase Other Revenue/Conservation Dist Grant (022-0000-334-13-67) by $1,000 and appropriate $1,000 to Other Supplies-Materials/Miscellaneous (022-5543-432-31-99).

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 28

Attachments: Letter from Cleveland County Conservation, Invoice Rain Barrels

Project Manager: Debra Smith, Environmental Services Coordinator

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1112-05

Body

BACKGROUND: To promote water conservation and water quality awareness, members of the Environmental Control Advisory Board, with the assistance of the Cleveland County

Conservation District, City staff, and citizen volunteers, conducted a rain barrel workshop on Saturday, May 21, 2011, at Forest Building Materials parking lot. Eighty 60 gallon used food-grade plastic barrels were donated to the City of Norman by Great Plains Coca-Cola. Forest Building Materials provided the location and offered the parts that were needed to construct the barrel at a discount to attendees. The event was announced in the Norman Transcript with the acknowledgment that there were a limited number of barrels. The first 80 citizens that arrived received a barrel. The additional attendees signed up to receive a barrel in the event additional barrels may be procured in the future. In addition to the distribution, the workshop included educational information on water conservation and ways to reduce pollutant runoff. There was tremendous interest by the citizens and the turnout was greater than expected. Over 450 Norman residents attended the event.

DISCUSSION: The barrels from Great Plains Coca-Cola were a one-time donation and other sources of barrel donations have not been located. Purchasing new barrels would be cost prohibitive ranging from $25 to $30 each. Big Ed's Surplus, Okarche, is able to supply the City of Norman with used food-grade barrels at a cost of $5 for a 30-gallon barrel and $10 for a 60-gallon barrel. They have a limited amount of barrels so it would be necessary to purchase a combination of 30 and 60-gallon barrels to provide enough barrels for the residents. Residents would be informed of the size variance (30 and 60 gallon) before distribution. Staff would like to use this grant to help purchase barrels for the workshop attendees that did not receive a barrel at the May 21, 2011, workshop.

RECOMMENDATION: Based on the above and foregoing discussion, staff recommends that City Council accept the grant in the amount of $1,000; increase Other Revenue/Conservation Dist Grant (022-0000-334-1367) by $1,000 and appropriate $1,000 to Other Supplies-Materials/Miscellaneous (022-5543-432-3199).

Cleveland Co. Conservation District

June 23, 2011

Debra Smith
Environmental Services Coordinator
The City of Norman
P.O. Box 370
Norman, Ok 73070

Ms Smith,
On behalf of the Board of Directors for the Cleveland County Conservation District, I would like to inform you that the Board has decided to grant the City of Norman a $1,000 grant to purchase cola syrup barrels. It is a deserving project to repurpose cola barrels into rain barrels for the use of citizens of Norman.

The District supports this project and is pleased to be able to grant the funds to give away as many of these barrels as possible. One of the goals of the Cleveland Count Conservation District is to be proactive in water conservation. Partnering with the City of Norman on this project is a great opportunity of the District to work towards attaining that goal.

We anticipate great success for this project and look forward to working with you on this and many other projects in the future.

Sincerely,

Chris Ward
Education Director
Cleveland County Conservation District

2600 Van Buren St.., Ste 2601, Norman, Ok 73072 Phone (405) 364-7319 Fax (405) 321-0671

Clevelandccd@conservation.ok.gov

Cleveland Co. Conservation District

INVOICE

6/23/11 – GRANT TO CITY OF NORMAN FOR THE PURCHASE OF 100 RAIN BARRELS.
CLEVELAND COUNTY CONSERVATION DISTRICT CHECK NUMBER 1711 **$1,000**

GRANT RECEIVED BY: Debbie Smith **DATE:** 6-28-11

ON BEHALF OF THE CITY OF NORMAN, I ACKNOWLEDGE THAT I HAVE RECEIVED A CHECK FOR $1,000 WRITTEN TO THE CITY OF NORMAN UTILITIES AUTHORITY IN ORDER TO PURCHASE RAIN BARRELS FOR THE CITIZENS OF NORMAN.

2600 Van Buren St.., Ste 2601, Norman, Ok 73072 Phone (405) 364-7319 Fax (405) 321-0671

Clevelandccd@conservation.ok.gov

City of Norman, OK

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

Master

File Number: GID-1112-13

File ID:	GID-1112-13	**Type:**	Grant	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 29	**In Control:**	City Council
Department:	Fire Department	**Cost:**	$37,888.00	**File Created:**	07/12/2011
File Name:	Grant from FEMA & Dept Homeland Security			**Final Action:**	

Title: CONSIDERATION OF THE ACCEPTANCE OF AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF $37,888 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE DEPARTMENT OF HOMELAND SECURITY TO BE USED BY THE FIRE DEPARTMENT TO PURCHASE A RESPIRATOR FIT TESTER AND FIFTEEN (15) DEFIBRILLATORS.

ACTION NEEDED: Motion to accept or reject an Assistance to Firefighters grant in the amount of $37,888 from the Federal Emergency Management Agency and the Department of Homeland Security to be used by the Fire Department to purchase a respirator fit tester and fifteen (15) defibrillators; and, if accepted, increase FEMA - Firefighter Assistance (022-0000-331.13-42) by $37,888 and appropriate $37,888 to Project GF0070, Fire Act Grant, Plant and Operating Equipment/Fire Firefighting Equipment (022-6449-422.51-13).

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 29

Attachments: 2011 FF Assistance Grant Award

Project Manager: James Fullingim, Fire Chief

Entered by: devra.smith@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1112-13

body

BACKGROUND: In May 2010, the City of Norman Fire Department applied for a Fire Act Grant through the United States Fire Administration. This is a 80/20 matching funds program and we were approved and awarded a grant in the amount of $37,888. The City portion to complete this grant program is $9,472.

DISCUSSION: This grant is for the purchase of a Portacount Pro+ Respirator Fit Tester, a computer and printer to support the fit tester and 15 Automatic External Defibrillators (AED) to replace outdated and obsolete equipment. This is a funds matching program, which requires the City to provide twenty percent of the funding for the project.

The respirator fit testing equipment is used to maintain OSHA required annual fit testing for all personnel and each type of respirator they use. The Fire Departments AEDs are reaching the end of their supported service life and must be replaced. This program is to replace all Fire Department AEDs and ensure the reliability of these life saving devices. With Council's approval, the AEDs will be purchased from Physio Control who is a vendor on the State Contract No. SW300.

RECOMMENDATION: It is recommended that City Council approve the acceptance of this grant in the amount of $37,888 and receipt funds into account 022-0000-331-1342 Firefighter Assistance Grant and appropriate into account 022-6449-422-5113, Fire Fighting Equipment, project number GF0070. The matching funds in the amount of $9,472 have been appropriated in the FYE 12 budget in the General Fund. $9,192 for the AEDs is budgeted in Plant & Operating Equip. / Rescue account (010-6443-422.51-14) and $280 is budgeted in Computer Hardware account (010-6443-422.53-01).

U.S. Department of Homeland Security
Washington, D.C. 20472

Mr. James Fullingim
Norman Fire Department
415 E. Main
Norman, Oklahoma 73071-5820

Re: Grant No.EMW-2010-FO-07255

Dear Mr. Fullingim:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2010 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to $47,360.00. The Federal share is 80 percent or $37,888.00 of the approved amount and your share of the costs is 20 percent or $9,472.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you request and receive any of the Federal grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Elizabeth M. Harman

Elizabeth M. Harman
Assistant Administrator
Grant Programs Directorate

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.
EMW-2010-FO-07255

2. AMENDMENT NO.
0

3. RECIPIENT NO.
73-6005350

4. TYPE OF ACTION
AWARD

5. CONTROL NO.
W494324N

6. RECIPIENT NAME AND ADDRESS
Norman Fire Department
415 E. Main
Norman
Oklahoma, 73071-5820

7. ISSUING OFFICE AND ADDRESS
Grant Programs Directorate
500 C Street, S.W.
Washington DC, 20528-7000
POC: Jane Early

8. PAYMENT OFFICE AND ADDRESS
FEMA, Financial Services Branch
500 C Street, S.W., Room 723
Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER
James Fullingim

PHONE NO.
4052929780

10. NAME OF PROJECT COORDINATOR
Catherine Patterson

PHONE NO.
1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION
10-DEC-10

12. METHOD OF PAYMENT
SF-270

13. ASSISTANCE ARRANGEMENT
Cost Sharing

14. PERFORMANCE PERIOD
From:10-DEC-10 To:09-DEC-11

Budget Period
From:29-OCT-10 To:30-SEP-11

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2011-M0-3120GF-25000000-4101-D	$0.00	$37,888.00	$37,888.00	$9,472.00
		TOTALS	$0.00	$37,888.00	$37,888.00	$9,472.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Jane Early

DATE
09-DEC-10

Go Back

City of Norman, OK

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

Master

File Number: SC-1112-1

File ID:	SC-1112-1	**Type:**	Special Claim	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 30	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$1,708.72	**File Created:**	07/11/2011
File Name:	Special Claim ATT			**Final Action:**	

Title: SPECIAL CLAIM NO. SC-1112-01: A CLAIM IN THE AMOUNT OF $1,708.72 SUBMITTED BY SOUTHWESTERN BELL TELEPHONE D/B/A AT&T OKLAHOMA FOR DAMAGES TO A TELEPHONE CABLE BY A STREET MAINTENANCE CREW WHILE CLEARING A DRAINAGE CHANNEL AT 6709 84TH AVENUE S.E.

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1112-01; and, if approved, direct payment in the amount of $1,708.72 contingent upon obtaining a Release and Covenant Not to Sue from Southwestern Bell Telephone Company d/b/a AT&T Oklahoma.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 30

Attachments: Staff Memo, Special Claim

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File SC-1112-1

Body

BACKGROUND: A claim has been filed by Southwestern Bell Telephone d/b/a AT&T in the amount of $1,708.72 for damages caused to one of their cables due to their claim that on March 29, 2011, City employees damaged the cable while repairing the road at 6709 84th Avenue SE. The tort claim was received by the City on May 9, 2011.

DISCUSSION: This claim was investigated by Greg Hall, Street Superintendent, who indicates that the City paving crew was working at the specified location doing clean up of sediment from the drainage ditch adjacent to the road paving project. The cable was damaged when an area outside of the located area was being cleaned and the crew was in the process of restoring the ditch flow line.

As indicated above, there appears to be possible negligence on the part of the City in this matter and, consequently, potential liability on the City. The damages claimed by Southwestern Bell Telephone d/b/a AT&T in the amount of $1,708.72 would be reasonable.

RECOMMENDATION: Based upon possible negligence in this case, it is the recommendation of the City Attorney's Office that the claim of Southwestern Bell Telephone d/b/a AT&T in the amount of $1,708.72 be approved.

office memorandum

DATE: May 9, 2011

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

FROM: Brenda Hall, City Clerk BH

SUBJECT: Claim from Southwestern Bell Telephone d/b/a AT&T

I am in receipt of a claim from Southwestern Bell Telephone d/b/a AT&T in the amount of $1,708.72 for damages incurred to a cable due their claim that on March 29, 2011, City employees damaged the cable while repairing the road at 6709 84th Avenue east. A claim in an undetermined amount was filed May 6, 2011.

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

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

smr
attachments

Date: 05/04/2011

Claim for Damages

To:
NORMAN, CITY OF
CITY CLERK
201 W GRAY
NORMAN, OK 73069

Claim Number: SWBT-04-201103-04-0075-CEW

Charges for Damages to:
SOUTHWESTERN BELL TEL CO., DBA AT&T OKLAHOMA

Occured/Discovered On or About: 03/29/2011

Approximate Location:
6709 84TH, NOBLE, OK

How Damage Occured:
ROAD REPAIR

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-9-11

Summary of Charges

The following amounts include direct and indirect costs covering repair of this damage including but not limited to personnel, equipment and vehicles. These include the labor, contractor, material, loss of service and other miscellaneous costs

LABOR COST	$808.49
MATERIALS/UNIT COST ITEMS	$201.23
CONTRACTOR	$652.50
LOSS OF SERVICE	$46.50
TOTAL AMOUNT DUE:	**$1,708.72**

Call before you dig
Call 811

For Inquiries Call: 800-894-0374 or 800-363-3234 (FAX)

This payment is due upon receipt. If payment is not received within 30 days further collection action will be taken. IF A PAYMENT FOR LESS THAN THE FULL AMOUNT IS RECEIVED, IT WILL BE APPLIED AS A PARTIAL PAYMENT. **Please do not pay with telephone bill.**

If you are covered by insurance, please forward this to your carrier for payment. Once your claim has been established with your insurance company, please contact us at 800-894-0374 with your claim information, and we will work with your insurance company to resolve. AT&T accepts checks, money orders or credit card payments. We do not accept cash. Please complete the information below and return in the enclosed envelope or you may call 800-894-0374 to pay by phone.

TOTAL AMOUNT DUE: $1,708.72

Amount enclosed: $_____

NORMAN, CITY OF

Claim Number: SWBT-04-201103-04-0075-CEW

Return this section with payment in enclosed envelope.

Please write claim number on check or money order to ensure proper credit.

For credit card payment:

Credit Card number: _____

Name on Card: _____

Amount to be charged to your card: _____

Three digit security number on back of card: _____

Expiration Date: _____

Remit Payment to:

AT&T
909 Chestnut Street
Room 39-N-13
St. Louis, MO 63101-3099

30-2

3881.001.000183.01.01.0000000 NNNNNNNY 0423.0423

City of Norman, OK

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

Master

File Number: K-1011-152 Chg #1

File ID:	K-1011-152 Chg #1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 31	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$1,972.61	**File Created:**	07/12/2011
File Name:	Chg Order #1 K-1011-152 Jefferson-Longfellow			**Final Action:**	

Title: CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-152: WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) DECREASING THE CONTRACT AMOUNT BY $1,972.61 FOR THE JEFFERSON - LONGFELLOW SAFE ROUTES TO SCHOOL PROJECT.

ACTION TAKEN: Motion to approve or reject Change Order No. One to Contract No. K-1011-152 with ODOT decreasing the contract amount by $1,972.61; and, if approved, authorize the execution thereof and transfer $7,000 from Project No. TC0240, Truman Elementary School Zone, Construction, (050-9082-431-6101) to Project No. TR0072, Longfellow-Jefferson Safe Routes, Construction (050-9082-431-6101).

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 31

Attachments: Change Order 1 K-1011-152, Proposal from Rudy Construction, Letter to ODOT, Letter from ODOT, Location Map

Project Manager: Mike Rayburn, Assistant Traffic Engineer

Entered by: julie.shelton@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1011-152 Chg #1

Body

BACKGROUND: The City of Norman, sponsor of an application with the Norman Public Schools, was chosen to receive funding in the first Oklahoma cycle (for the combined years

2006-2009) of the federal Safe Routes to School Program. This is a 100% reimbursable federal aid program. The only local project selected in this cycle by the Oklahoma Department of Transportation (ODOT), the program's administrator in Oklahoma, was for the Jefferson Elementary / Longfellow Middle Schools.

The funds granted for the Jefferson/Longfellow project include $198,900 for infrastructure and $5,000 for non-infrastructure activities. The scope of the infrastructure part of the project includes sidewalk and ramp improvements in the vicinity of the schools; installation of an in-pavement lighted crosswalk system across Main Street at Cockrel Avenue; delivery of bicycle racks to Longfellow School; construction of mast arm flashers to replace the conventional school beacons on the Classen Boulevard-Porter Avenue corridor which runs near the Longfellow Middle School and nearby Lincoln Elementary (which is within 1 mile of the Jefferson/Longfellow Schools); and installation of 11 traffic calming speed tables on Gray Street, Ponca Avenue, and Findlay Avenue next to the schools.

DISCUSSION: On May 31, 2011, the City Council awarded Bid No. 1011-66 to Rudy Construction Company, and approved Contract No. K-1011-152 with them to construct the various elements of the Jefferson-Longfellow Safe Routes to School Infrastructure Project. However, the motion for this action was amended giving staff directions *"to postpone construction of items related to speed tables subject to either achieving the necessary 60% petition support for traffic calming projects or if not possible, to develop a change order that replaces speed tables with a non-physical traffic calming alternative."*

The support petitions fell short of the required percentage, and it became necessary to replace the proposed speed tables. Non-physical alternatives were discussed with the City Council Oversight Committee, and staff now proposes to address the traffic calming component of the Safe Routes to School grant with the following:

1. Gray Street (replaces 5 speed tables): One pair (2 units) of A/C powered flashing school zone beacons with integrated speed feedback units. These units will provide 24-hour speed feedback warning in addition to the flashing beacons during regular school zone times.

2. Ponca Avenue (replaces 3 speed tables): One pair (2 units) of solar powered flashing school zone beacons. These are an upgrade from the sign-only school zone traffic control devices there presently. The cost for this is estimated at $7,000, which will be funded from left-over funds from the Truman School Zone Capital Improvement Project.

3. Findlay Avenue (replaces 3 speed tables): One pair (2 units) of A/C powered flashing school zone beacons, to be moved from their present locations on Gray Street by City forces. These units also represent an upgrade from the sign-only school zone traffic control devices now in place.

The Oklahoma Department of Transportation must approve any variances/change orders of

the sponsors, and they approved this Change Order No. 1 on July 11, 2011 (see attached approval letter).

RECOMMENDATION NO. 1: Staff recommends approval of Change Order No. 1 deleting 11 speed tables and adding school zone flashers integrated with radar speed feedback units. This change decreases the amount of Contract K-1011-152 by $1,972.61, from the original $183,517.06 down to $181,544.45.

RECOMMENDATION NO. 2: Staff recommends transfer of $7,000 from Account No. 050-9082-431-6101 (TC-0240) for Truman Elementary School Zone to Capital Fund Construction Account No. 050-9082-431-6101 (TR-0072) to fund the new Ponca Avenue school zone beacons to be installed by City forces.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1 DATE: July 11, 2011

CONTRACT NO.: K-1011-152 SUBMITTED BY: Michael Rayburn

PROJECT: FYE 2011 Jefferson-Longfellow Safe Routes to School Infrastructure Project

CONTRACTOR: Rudy Construction Company
(Name)
P.O. Box 14575

Oklahoma City, OK 73113

Original Completion Date Sept. 8, 2011

Previous Completion Date Sept. 8, 2011 ORIGINAL CONTRACT AMOUNT $ 183,517.06

(Increase) this change order 30 Calendar days

New Completion Date Oct. 8, 2011 PRESENT CONTRACT AMOUNT $181,544.45

DESCRIPTION	DECREASE	INCREASE
See Page 3 This Change Order is based entirely on unit prices	$30,250.00	$28,277.39

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

NET CHANGE $ -1,972.61

REVISED CONTRACT AMOUNT $ 181,544.45

CONTRACTOR: [signature] DATE: 7-11-11

ARCH./ENGINEER: Michael D. Rayburn DATE: 7/12/11

CITY ATTORNEY: [signature] DATE: 7-15-11

ACCEPTED BY: _____ DATE: _____
(Mayor)

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

Project Name FYE 2011 Jefferson-Longfellow Safe Routes to School Infrastructure Project

Design Engineer Michael Rayburn
Address/Phone: 201-A W.Gray
Norman, OK 73070
405-217-7713

Project Account Number 050-9082-431.61-01
Project Number TR-0072
Contract No. K-1011-152

A. Change Orders or addenda to public construction contracts of One Million Dollars ($1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars ($1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars ($150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

G. All change orders shall contain a unit price and total for each of the following items:

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

H. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars ($10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection G of this section.

I. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

DETAILED COST ITEMIZATION

CHANGE ORDER NO. 1 (Continued)

PROJECT NAME FYE 2011 Jefferson-Longfellow Safe Routes to School Infrastructure Project

Item	Description	Decrease	Increase
890 7700	(PL) TRAFFIC ITEMS		$ 28,277.39
890 7700	(PL) TRAFFIC ITEMS	$ 30,250.00	
	Net Decrease	**$1,972.61**	

RUDY CONSTRUCTION CO.

ASPHALT & CONCRETE PAVING

P.O. Box 14575 - Oklahoma City, Oklahoma 73113
Telephone: (405) 478-9900 - Fax: (405) 478-9901

June 20, 2011

Mr. Mike Rayburn, P.E.
City of Norman
201 W. Gray St. – Bldg. A
Norman, Oklahoma 73070

RE: Jefferson / Longfellow Safe Routes to School Project

Sir:

The attached is our revised proposal for the changes requested for the Radarsigns Beacons with Feedback Units. Please review at your earliest convenience and advise. I will notify the subcontractor to place the order as soon as you give the approval.

Respectfully,

Phil Pratt

Phil Pratt
Rudy Construction Co.

Attachment

The City of
NORMAN

201 West Gray, Bldg A • P.O. Box 370
Norman, Oklahoma 73069 • 73070

PUBLIC WORKS DEPARTMENT
CITY TRAFFIC ENGINEER
Phone: 405-366-5327

June 27, 2011

Ms. Ernestine Mbroh
Safe Routes to School Program Director
Oklahoma Department of Transportation
200 N.E. 21st, Room 2 D-4
Oklahoma City, OK 73105

RE: Jefferson-Longfellow SRTS Infrastructure Project in Norman CHANGE ORDER #1

Dear Ms. Mbroh:

When the Norman City Council awarded the construction contract for the Jefferson-Longfellow Safe Routes to School Infrastructure Project, they amended the awarding motion to *"direct staff to postpone construction of items related to speed tables subject to either achieving the necessary 60% petition support for traffic calming projects or if not possible, to develop a change order that replaces speed tables with a non-physical traffic calming alternative."*

Unfortunately, the support petitions fell short of the required percentage. Therefore, it will be necessary to do a Change Order No. 1 that replaces the proposed speed tables (Plan Item 890 7700 TRAFFIC ITEMS bid on a LUMP SUM basis for the amount of $30,250). The City of Norman proposes to address the traffic calming component of the Jefferson-Longfellow SRTS grant with the following:

- Gray Street (replaces 5 speed tables): One pair (2 units) of A/C powered flashing school zone beacons integrated with speed feedback units. Contractor has quoted $28,277.39 to order and install these units.
- Ponca Avenue (replaces 3 speed tables): One pair (2 units) of solar powered flashing school zone beacons. City of Norman will fund these beacons from a source outside of this grant.
- Findlay Avenue (replaces 3 speed tables): One pair (2 units) of A/C powered flashing school zone beacons, to be moved from their present locations on Gray Street by City forces.

The Gray Street improvement represents an upgrade which will provide 24-hour speed feedback warning to drivers, as well as the flashing beacons during school zone hours. This upgrade should enhance the pedestrian and biking safety of the route by increasing the school zone awareness of the vicinity to include times when school facilities are being used beyond the routine school zone times.

The Ponca Avenue beacons represent an upgrade from the signs-only school zone markings. The beacons will be solar-powered since electrical power is not too accessible.

The Findlay Avenue beacons also represent an upgrade from the signs-only school zone markings. Electrical power is somewhat more accessible here, so the City of Norman Traffic Control Division will remove the existing A/C powered beacons presently on Gray Street, and re-install them on Findlay Avenue. The labor and incidentals (concrete footings, wiring, etc.) will be an in-kind donation from the City of Norman that substitutes for the local funds commitment for striping and signing the speed tables.

This Change Order No. 1 would represent a net $1,972.61 decrease in the contractor's contract, from the original $183,517.06 down to $181,544.45. The enclosed map indicates the improvements described above. Since the plan to use speed tables, or any other physical calming devices, will not be approved by the Norman City Council, the City of Norman Public Works Department believes this alternative design will still heighten the drivers' awareness that they are entering a school zone, and thus enhance the safety of these routes to school. The City of Norman needs approval of this project modification by the Oklahoma Department of Transportation so this change order to the SRTS contract can be sought from our City Council. We would appreciate your consent of our efforts.

Sincerely,

Shawn O'Leary, P.E.
City of Norman – Director of Public Works

MDR

cc: Angelo Lombardo, City Traffic Engineer
Michael Rayburn, Staff Engineer – City Traffic Div.

Enclosures

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

July 11, 2011

Shawn O'Leary, P.E.
City of Norman
201 W. Gray, Bldg A
Norman, Oklahoma 73070

Dear Mr. O'Leary,

I am corresponding with reference to the City of Norman's request for a Change Order as related to the City's Safe Routed to School (SRTS) infrastructure project number:

SRA # - 1008
County: Cleveland
Project No.: SRS-155F(710)ST
State J/P No.: 26337(05)

The Department has reviewed Change Order Request Number 1 for the subject project as related to traffic Item # 890 7700, and has no objections to the requested changes as follows:

- Gray Street - Replace 5 speed tables with one pair (2 units) of A/C powered flashing school zone beacons integrated with speed feedback units at an estimated cost for labor and materials of $28,277.39.
- Ponca Avenue - Replace 3 speed tables with one pair (2 units) of solar powered flashing school zone beacons. City of Norman will fund these beacons from an outside source, no Safe Routes funding will be required for this change.
- Findlay - Replace 3 speed tables with one pair (2 units) of A/C powered flashing school zone beacons, to be moved from their present locations on Gray Street to Findlay Avenue by City forces. No Safe Routes funding will be required for this change.

It is our understanding that the Change Order would represent a net $1,972.61 decrease in the original contractor's contract, from the original $183,517.06 down to $181,544.45. The City is authorized to make the necessary amendments to the construction contract to facilitate this request.

Please forward a copy of the executed Change Order for our files.

Should you have any questions or comments, please feel free to contact me at (405) 522-3570.

Sincerely,

Ernestine Mbroh
Safe Routes to School Programs Director

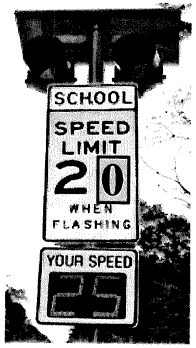
cc: Angelo Lombardo, City Traffic Engineer
Michael Rayburn, Staff Engineer – City Traffic Div.

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

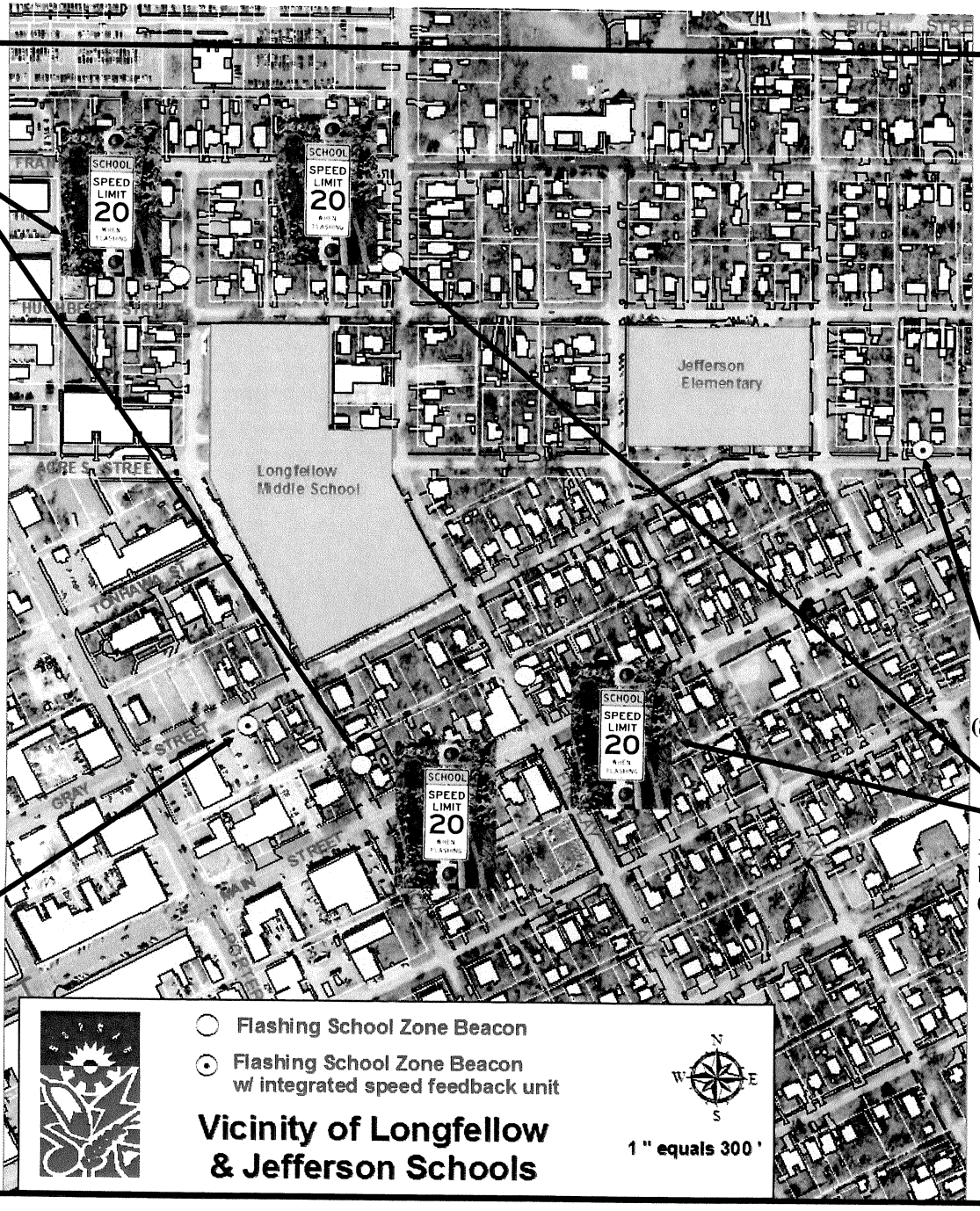
New solar Beacon

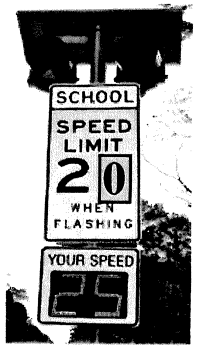
(Speed Limit 20 mph When Flashing sign)



New A/C Beacon w/speed feedback unit

(Speed Limit 20 mph sign)





New A/C Beacon w/speed feedback unit

(Speed Limit 20 mph sign)

Relocated A/C Beacon to be moved from Gray St. (installed by City forces)

City of Norman, OK

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

Master

File Number: K-1112-5

File ID:	K-1112-5	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 32	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$310,500.00	**File Created:**	07/05/2011
File Name:	K-1112-05 CART			**Final Action:**	

Title: CONTRACT NO K-1112-05: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA/CART IN THE AMOUNT OF $310,500 FOR TRANSPORTATION SERVICES THROUGH JUNE 30, 2012.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-05 with the University of Oklahoma/CART; and, if approved, authorize execution of the contract and direct payment in the amount of $310,500.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 32

Attachments: K-1112-05, CART Stops

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1112-5

Body

BACKGROUND: Beginning in 1980 as a campus shuttle service for the University of Oklahoma, Cleveland Area Rapid Transit (CART) has become the third largest transit system in the State of Oklahoma. The University expanded the service into a public transportation bus system in 1986, and since 1993 the City of Norman has partnered in funding this essential public service.

Transporting more than 1.06 million passengers annually, CART features six Norman city routes, three University of Oklahoma campus routes, a route that serves to transport people to the Social Security Office in Moore as well as a six times daily commuter route to Oklahoma City, the "Sooner Express." CART offers users mobility throughout the city, including access to many medical facilities, residential areas, retail businesses and restaurants. Additionally, CARTaccess, an origin-to-destination service for those who are unable to ride the fixed route bus system, travels all 191 square miles of Norman.

CART ridership decreased by 10% this past year after showing increases in the previous two years. CARTaccess, CART's origin-to-destination service for those who cannot ride the regular bus routes because of disabilities and/or age, ensures mobility for approximately 25,000 riders per year, the majority of whom are Norman citizens. This is a decrease of 7% from the previous year.

DISCUSSION: Funding for CART is provided by the Federal Transit Administration, the University of Oklahoma, the City of Norman, and the Oklahoma Department of Transportation. The proposed contract for services for FYE 12 represents the eighteenth year of City subsidy for transit services.

For a number of years the City share in the funding of CART remained relatively level in spite of increasing costs of providing the service. In 2007 the Transportation Committee of the City Council recommended that the City try to achieve a budget share of at least 11% of the costs, a percentage last met in 2005.

City Council did approve an increase of $50,000 to $230,000 in FYE 08 that equaled 8.2% of CART's budget. The FYE 09 budget of $290,500 approved on June 10, 2008, represented an additional increase of $50,000 plus $10,500 specified for bus passes as needed. The $280,000 budget for FYE 09 (not including the funding for bus passes) equaled 9.2% of the total CART budget for the fiscal year.

The FYE 10 budget of $400,500 included an increase of $20,000 to continue current services plus $90,000 for partial year funding of the new northwest circulator route, and $10,500 specified for bus passes. The $390,000 budget for FYE 10 (not including the funding for bus passes) equaled 8.8% of the total CART budget for the fiscal year.

The FYE 11 budget of $310,500 included a decrease of $90,000, but retained $10,500 for bus passes. The $300,000 budget for FYE 11 (not including the funding for bus passes) equaled 9.7% of the total CART budget for the fiscal year.

The FYE 12 budget of $310,500 is the same as the FYE 11 budget. The $300,000 budget for FYE 12 (not including the funding for bus passes) equals 12.88% of the total CART budget for the fiscal year.

Contract No. K-1112-5 is for the general mass transportation services provided by CART. The set aside for bus passes is also included in this contract. Bus shelter and bench locations are discussed in the attached addendum.

RECOMMENDATION: The City Council approved the funding for the FYE 12 budget on June 14th. Staff has reviewed the proposed contract and recommends approval. Funds in the amount of $310,500 are available in Miscellaneous Services/CART (010-1001-411.47-66).

Contract No. K-1112-5

This Agreement, made and entered into this **26th day of July, 2011**, by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **CART**, hereinafter referred to as "Agency."

WHEREAS, there exists a need for public mass transportation services between the City of Norman and the City of Oklahoma City; and,

WHEREAS, there exists a need for public mass transportation services within the City of Norman; and,

WHEREAS, Agency has been designated the public mass transportation provider for Norman Area; and,

WHEREAS, City and Agency are desirous of entering into an Agreement for the Provision of Funding of said service; and,

Agency further agrees that the above-mentioned activities will be completed and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2012.

Budget

Local Route and Paratransit Service	$ 300,000
Bus Passes	$10,500
Total Budget	$ 310,500

Local Route and Paratransit Service

1. Description of Service – Agency shall provide the following:
    a. Transit commuter service between Oklahoma City and Norman and local transit service within the City of Norman;
    b. Regular paratransit service in accordance with provisions of the Agency 504/ADA Implementation Plan approved by the Agency Board of Trustees;
    c. Telephone information service about transit services in a. and b. above;
    d. Service shall not be provided on national holidays which fall on days of service;
    e. Bus stop signs and poles at all designated stops which comply with City ordinances;
    f. Bus benches and shelters, in the number and locations approved by existing Agency budgets, which comply with City ordinances and the Administrative Guide for Bus Stop Locations and Bench and Shelter Advertising;
    g. Written notice, 30 days in advance, of all changes in service to a. through f. above.

2. Method of Payment – Agency shall invoice City on a monthly basis for 1/12th of $300,000. Agency shall invoice City for bus passes as needed. Upon receipt and acceptance of invoices, City shall process said claims in the usual and customary manner and shall forward to Agency a check in amount stated on the invoice submitted.

3. Term of Agreement – This Agreement shall be considered to cover the period from July 1, 2011, through June 30, 2012.

4. Expiration or Termination – Either City or Agency may terminate this agreement by providing written notice at least 30 calendar days in advance of the proposed termination date.

5. Excusable Default – Agency shall not be held in default of this agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of fuel, or other emergencies including existing road conditions making performance impossible or illegal.

6. Integration – It is understood and agreed that this contract contains all the covenants, stipulations, and provisions agreed upon by the parties hereto and neither party is, or shall be, bound by any statement or representation not in conformity herewith. This agreement may not be modified except in writing signed by both parties.

7. Law Controlling – It is the understanding of the parties that this contract shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to mass transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this contract, binding on parties hereto as if such law were set out fully herein.

8. Insurance – Agency shall provide City with a certificate of insurance indicating that Agency has in force, a policy of liability insurance for the operation of said buses. Said policy shall be of a face value of at least $1,000,000 aggregate for all claims for a single occurrence, $100,000 bodily injury for a single claimant and $25,000 property damage per claim. It is further understood and agreed by the parties hereto that failure to obtain and maintain such policy of insurance shall be considered a material breach of this contract.

9. Required Assurances

   a. Compliance with Regulations – Agency shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

   b. Audit and Inspection of Records – Agency shall permit the authorized representatives of City and/or HUD or DOT to inspect and audit all data and records of Agency relating to performance under the agreement until expiration of 3 years after final payment under this agreement. Agency

further agrees to include in all subcontracts hereunder, a provision to the effect that the subcontractor agrees to the same inspection and record keeping requirements. Agency and its subcontractors also agree to make available for access and examination any records relevant to any litigation or dispute which may arise out of this agreement during the 3 year period and shall continue to maintain and make available any relevant records until such litigation is concluded.

c. Interests of Members – No member of, or delegate to, the Congress of the United States shall be permitted to any share or part of this agreement or to any benefit arising therefrom.

d. Prohibited Interest – No member, officer or employee of Agency or of a local public body during their tenure or one year thereafter shall have any direct or indirect interest in the agreement or the proceeds thereof.

e. Equal Employment Opportunity – In connection with the execution of this agreement, Agency shall not discriminate against any employees or applicants for employment because of race, religion, color, sex, age, disability, or national origin.

f. Solicitation for Subcontract Including Procurement of Materials & Equipment – In all solicitations either by competitive bidding or negotiation made by Agency for work to be performed under a subcontract, all requirements for nondiscrimination identified in e. shall be fully disclosed and adhered to by subcontractors.

g. Sanctions for Noncompliance – In the event of Agency's noncompliance with the nondiscrimination provisions of this agreement, City shall impose such sanctions as determined appropriate, including, but not limited to withholding of payments and cancellation, termination or suspension of the agreement in whole or in part.

h. Disadvantaged Business Enterprise – Disadvantaged businesses as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed with federal funds under this agreement. Agency shall advice contractors and bidders of this information and that failure to carry out these requirements shall constitute a breach of contract and may result in termination of the agreement or such remedy as deemed appropriate.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

OU/CART

Douglas W. Myers

Douglas W. Myers, Director

NOTARY PUBLIC SEAL STATE OF OKLAHOMA
OFFICIAL SEAL
BETTY LOVE
Commission #10005322
Expires July 1, 2014

Subscribed and sworn to before me this 14 day of July, 2011.

Betty Love
Notary Public

My Commission expires: July 1, 2014
Commission Number: 10005322

The City of Norman, Oklahoma

Cindy Rosenthal, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 15th day of July, 2011.

City Attorney

ADDENDUM A

Bus Stops, Benches & Shelters by Route

CART Bus Stops
in the City of Norman

Main St/N10	Physical Address		Notes
South Oval #	720 S. Oval	G	
Jenkins/Felgar (Sarkeys Energy Center)	835 Jenkins Ave.		
Jenkins/Boyd	747 Jenkins Ave.		
Jenkins/Duffy	701 Jenkins Ave.		
Webster/Apache	413 S. Webster Ave.		
Webster/Main	117 S. Webster Ave.		
Norman Public Library	235 N. Webster Ave.		
Main/Lahoma **	699 W. Main St.	N	Relocation pending permit. Moving west of current location approximately 162'. New bus shelter design to be installed.
Norman High School **	911 W. Main St.	N	
Berry/Denison	827 N. Berry Rd.	N	Effective 4-14-11: Norman Housing Authority stop (625 N. Berry Rd.) moved to N. of Denison. Re: ADA/cross walk issues
Berry/Dorchester	1111 N. Berry Rd.		
Robinson/Woods **	1699 W. Robinson St.	N	
Robinson/24th Ave NW **	2601 W. Robinson St.	N	
Rambling Oaks/Northwest Blvd. #	1196 Rambling Oaks	N	
Northwest Blvd./Interstate Dr. (At Stop Sign)	3002 Northwest Blvd.	N	
Interstate Drive #1	760 N. Interstate Dr.		Stop abandoned, post & sign removed 12/4/09
Interstate Drive/Copperfield **	598 N. Interstate Dr.	N	
River Oaks/Interstate Drive	3009 River Oaks Dr.	G	
River Oaks/Cotswold #	3473 Riveroaks Dr.	G	Privately Owned Bench
Sooner Station Post Office **	290 36th Ave. NW	N	
Main/36th Ave NW **	3398 W. Main St.	N	
Norman Center Ct./Ed Noble **	299 Norman Ctr. Ct.	N	
Ed Noble #1 **	698 Ed Noble Parkway	N	
Ed Noble #2 #	998 Ed Noble Parkway	N	
24th Ave SW/Lindsey **	1199 24th Ave. SW	N	
24th Ave SW/Boyd **	599 24th Ave. SW		
Main/24th Ave. NW **	2198 W. Main St.	N	
Main/Sherry #	1720 W. Main St.		
Norman High School #	998 W. Main St.	N	
Main/Park #	424 W. Main St.		Privately Owned Bench
Webster/Main	116 S. Webster Ave.		
Webster/Eufaula	220 S. Webster Ave.	G	
Webster/Apache	420 S. Webster Ave.		
Duffy/Asp	398 W. Duffy	N	New stop. Site approval 7-1-11. Pending ADA improvements.
Asp/White (Campus Corner)	730 Asp Ave.		Stop abandoned, this route only. Effective 8-2011
Asp/Felgar (Student Union)	890 Asp Ave.		Stop abandoned, this route only. Effective 8-2011
South Oval #	720 S. Oval	G	

= Bench Stop N = City of Norman G = Google Map Address

** = Sheltered Stop Updated: 07/07/11

CART Bus Stops
in the City of Norman

Lindsey East/N11	Physical Address		Notes
South Oval **	352 W. Brooks St.	G	
Duck Pond # (on Lindsey)	608 E. Lindsey St.	G	
Springfield Apts. **	1104 E. Lindsey St.		Privately Owned Shelter
Riverbend Apts. **	1596 E. Lindsey St.	N	
Twin Creek Apts. **	1196 Creekside Dr.	G	Privately Owned Shelter
Colonial Estates Park	1005 Biloxi Dr.		
Kennedy School (Stop Sign)	701 Biloxi Dr.		
Campus Lodge **	1800 Beaumont Dr.		Privately Owned Shelter
Vicksburg/Vicksburg Cir.	301 S. Vicksburg Ave.		
Irving Middle School	115 S. Vicksburg Ave.		
Alameda/Vicksburg **	1899 Alameda	N	
Alameda/Crestland **	1799 Alameda	N	
Alameda/Shiloh #	1599 Alameda St.	N	
Alameda/Triad Village**	1211 Alameda St.	N	
12th Ave. SE/Alameda #	196 12th Ave. SE	N	
12th Ave. SE/Triad Village **	396 12th Ave. SE	N	
Summer Pointe Apartments **	870 12th Ave. SE	G	Privately Owned Shelter
Brooks/Barkley (Stop Sign)	901 E. Brooks St.		
Brooks/Oklahoma (Stop Sign)	601 E. Brooks St.		
Brooks/Jenkins (Stop Sign)	101 E. Brooks St.		
South Oval #	724 S. Oval	G	

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** = Sheltered Stop Updated: 11/04/09

CART Bus Stops
in the City of Norman

Lindsey West/N12	Physical Address		Notes
South Oval #	724 S. Oval	G	
Lindsey/Flood	999 W. Lindsey St.	N	
Lindsey/Berry **	1199 W. Lindsey St.	N	
Lindsey/Wylie #	1499 W. Lindsey St.	N	
Mr. Shortstop #	1999 W. Lindsey St.	N	
24th SW/Lindsey **	1199 24th Ave. S.W.	N	
Brooks/24th SW	2300 W. Brooks St.		
Whittier/Brooks	2000 W. Brooks St.		
Brooks/McGee (Stop Sign)	1800 W. Brooks St.		
McGee/Lindsey	1140 McGee Dr.		
Lindsey/Wylie **	1510 W. Lindsey St.	N	
Lindsey/Berry **	1198 W. Lindsey St.	N	
Lindsey/Lahoma	898 W. Lindsey St.	N	
South Oval **	352 W. Brooks St.	G	

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CART Bus Stops
in the City of Norman

Alameda/N21	Physical Address		Notes
South Oval **	714 S. Oval	G	
Jenkins/Brooks (Stop Sign)	1101 S. Jenkins Ave.		
Jenkins/Felgar (Sarkeys Energy Center)	835 S. Jenkins Ave.		
Boyd/Barkley	900 E. Boyd St.		
12th Ave. SE/Boyd **	499 12th Ave. SE	N	
Triad Village Drive #	397 Triad Village Dr.	N	
Alameda/Triad Village **	1211 Alameda St.	N	
12 Ave NE/Alameda **	199 12th Ave. NE	N	
Community Services Bldg. **	700 Veterans Dr.	N	
Griffin Memorial Hospital **	901 E. Main St.	N	
Findlay/Gray	125 N. Findlay St.		
Findlay/Oliver-NRH **	799 N. Findlay St.	N	
Robinson/Porter **	499 E. Robinson St.	N	
Berry/Westheimer (Stop Sign)	1600 N. Berry Rd.		
Westheimer/Halley (YMCA)	1329 Westheimer Dr.	G	
Westheimer Terminal (Stop Sign) **	1798 Westheimer Dr.	N	
Goddard/Flood	2320 Goddard Ave.	G	
Norman North High School #	1898 Stubbeman Ave.	N	
Peters/Johnson	1004 N. Peters Ave.		
Peters/Hughbert	624 N. Peters Ave.		
Peters/Tonhawa	302 N. Peters Ave.		
Peters/Comanche	116 S. Peters Ave.		
Peters/Symmes (Senior Center)	316 S. Peters Ave.		
Jenkins/Felgar	840 S. Jenkins Ave.		
Jenkins/Brooks (Stop Sign)	1090 S. Jenkins Ave.		
South Oval **	714 S. Oval	G	

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CART Bus Stops
in the City of Norman

Sooner Express/N24	Physical Address		Notes
OU Campus/South Oval #	730 S. Oval	G	
Lindsey/Wylie #	1499 W. Lindsey St.	N	
24th Ave. SW/Boyd **	599 24th Ave. SW	N	
Westport Dr./24th Ave. NW (S. of Homeland)	2791 Westport Dr.	G	
Robinson and Main			OKC Metro Transit
Main and E K Gaylord			OKC Metro Transit
E K Gaylord and NW 3rd			OKC Metro Transit
NW 4th St and Broadway			OKC Metro Transit
NE 13th and Lincoln			OKC Metro Transit
NE 13th and Phillips			OKC Metro Transit
NE 13th at Children's Hospital			OKC Metro Transit
Bird Library			OKC Metro Transit
Oklahoma Health Department			OKC Metro Transit
Physcian's Buidling			OKC Metro Transit
NE 13th and Philips			OKC Metro Transit
Lincoln and NE 19th			OKC Metro Transit
State Capitol at Seqyoyah Building/State Offices**			OKC Metro Transit
OK Dept. of Trans. **			OKC Metro Transit
Robinson and NW 7th			OKC Metro Transit
Federal Courthouse			OKC Metro Transit
Downtown Transit Center**			OKC Metro Transit
Robinson and Park Ave.			OKC Metro Transit
Westport Dr./24th Ave. NW (S. of Homeland)	2791 Westport Dr.		
24th Ave. SW/Boyd	540 24th Ave. SW		
Lindsey/Wylie **	1510 W. Lindsey St.	N	
OU Campus/South Oval #	730 S. Oval	G	

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CART Bus Stops
in the City of Norman

Apartment Loop/N32	Physical Address		Notes
South Oval **	374 W. Brooks		
George/Lindsey	1304 George Ave.		
George/Stinson (Stop Sign)	1420 George Ave.		
Stinson/Jenkins (Stop Sign)	101 Stinson St.	G	
Timberdell/Asp (Stop Sign)			
Law Center	481 W. Timberdell Rd.	G	
Timberdell/Chautauqua (Stop Sign), History Museum	689 W. Timberdell Rd.	G	
Traditions West Apts.**	2752 Chautaugua Ave.	G	
Chautauqua/Imhoff	2902 Chautauqua Ave.	N	New Stop. Effective 8-2011 . Site approval 7-1-11. ADA complient.
Post Oak Apts.**	742 Ridgecrest Ct.	G	Privately Owned Shelter
Asp/Imhoff	2751 Asp Ave.		
Kraettli South/Traditions Apts.	2525 Asp Ave.		
Kraettli North/Traditions Apts. **	2401 Asp Ave.		
OCCE	1701 Asp Ave.		
Asp/3rd (Walker Tower) **	1501 Asp Ave.		
South Oval **	374 W. Brooks (S.Oval)		

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** = Sheltered Stop Updated: 07/07/11

Audit of ADA Accessibility For CART Routes in the City of Norman

Lloyd Noble Shuttle/N40

LNC	n/a
South Oval	n/a

CART Bus Stops
in the City of Norman

Research Shuttle/N42	Physical Address	
South Oval #	350 W. Brooks	
NWC/SRC **	228 David L. Boren Blvd.	G
Two Partners Place (stop sign)	496 David L. Boren Blvd.	G
Transportation Center **	2809 Monitor Dr.	
South Oval #	350 S. Oval	

= Bench Stop N = City of Norman G =

** = Sheltered Stop Updated:

CART Bus Stops
in the City of Norman

Campus Loop/N52	Physical Address		Notes
South Oval #	746 S. Oval		
Asp/Third (Stop Sign) #	1486 Asp Ave.	G	OU Bench
Asp/Fourth (Stop Sign)	1590 Asp Ave.	G	
OCCE	1700 Asp Ave.		
Law Center	481 W. Timberdell	G	
Timberdell/Chautauqua (Stop Sign)	689 W. Timberdell	G	
Delta/Chautauqua	1400 College Dr.		
1501 Elm Avenue	1501 Elm Ave.		
1405 Elm Avenue	1405 Elm Ave.		
Elm/Elmwood (Stop Sign)	1201 Elm Ave.		
Elm/Lindsey	921 Elm Ave.	G	
Brooks/Elm	701 Elm Ave.		
Physical Sciences Center/Fine Arts	611 Elm Ave.		
Whitehand Hall	581 S. University Blvd.		
University/Symmes	401 S. Universiy Blve.		
Webster/Apache	420 S. Webster Ave.		
Asp/White (Campus Corner)	730 Asp Ave.		
Asp/Felgar (Student Union)	890 Asp Ave.	G	
Felgar/Jenkins (Sarkeys Energy Center)	106 Felgar St.	G	
Jenkins/Brooks	1090 Jenkins Ave.		
Duck Pond (Parking Lot)	336 E. Brooks St.	G	
South Oval #	746 S. Oval		

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** = Sheltered Stop Updated: 11/04/09

CART Bus Stops
in the City of Norman

Little Axe Link/N41	Physical Address		Notes
South Oval #	730 S. Oval		
Loyd Noble Center **	LNC Park & Ride		
Technology Place	2778 Technology Pl.	G	
Hwy. 9 E./108th Ave. SE	10730 Hwy 9 E.	G	
Absentee Shawnee Medical Center	10500 Hwy 9 E.		
Little Axe Community Center	1000 168th Ave. NE		
Lake Thunderbird Nature Center	1301 Clear Bay Ave.		
Technology Place	2778 Technology Pl.	G	
Loyd Noble Center **	LNC Park & Ride		
South Oval #	730 S. Oval		

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** = Sheltered Stop Updated: 11/04/09

CART Bus Stops
in the City of Norman

New Route

West Norman Link/N20	Physical Address		Notes
River Oaks Dr./Cotswold Dr. #	3473 River Oaks Dr.	G	Privately Owned Bench (Also Main St. stop)
36th Ave. NW/Quail Dr. **	499 36th Ave. NW	N	
36th Ave. NW/Robinson **	1399 36th Ave. NW	N	
36th Ave. NW/Bob Busch Dr. **	2499 36th Ave. NW	N	
36th Ave. NW/Crail Dr. **	3097 36th Ave. NW	N	
Norman Regional HealthPlex #	3388 Healthplex Parkway	N	
24th Ave. NW/Conference DR.	2190 24th Ave. NW	N	
24th Ave. NW/Mt. Williams DR.	1490 24th Ave. NW	N	
Robinson/24th Ave NW **	2601 W. Robinson St.	N	Also Main St. stop
Rambling Oaks/Northwest Blvd. #	1196 Rambling Oaks	N	Also Main St. stop
Northwest Blvd./Interstate Dr. (At Stop Sign)	3002 Northwest Blvd.	N	Also Main St. stop
Interstate Drive #1	760 N. Interstate Dr.		Stop abandoned, sign removed 12-4-09
Interstate Drive/Copperfield **	598 N. Interstate Dr.		Also Main St. stop
River Oaks/Interstate Drive	3009 River Oaks Dr.	G	Also Main St. stop
River Oaks Dr./Cotswold Dr. #	3473 River Oaks Dr.	G	Privately Owned Bench (Also Main St. stop)

= Bench Stop N = City of Norman G = Google Map Address
** = Sheltered Stop Updated: 07/07/11

City of Norman, OK

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

Master

File Number: K-1112-07

File ID:	K-1112-07	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 33	**In Control:**	City Council
Department:	Finance Department	**Cost:**	$71,500.00	**File Created:**	06/29/2011
File Name:	K-1112-07 Capitol Decisions			**Final Action:**	

Title: CONTRACT NO. K-1112-07: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAPITOL DECISIONS, INC., IN THE AMOUNT OF $71,500 FOR CONSULTING AND ADVISORY SERVICES DURING FISCAL YEAR FYE 2012.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-07 with Capitol Decisions, Inc., in the amount of $71,500, and if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 33

Attachments: CDI Contract K-1112-7 (7-15-11)

Project Manager: Clint Mercer, Chief Accountant

Entered by: clint.mercer@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1112-07

Body

BACKGROUND: The City has contracted with Capitol Decisions, Inc. ("CDI") since July of 2001 to lobby on the City's behalf before Congress and Federal agencies on various issues. In early 2004 an RFP process was completed and after review of all submissions, the Council entered into an agreement with CDI on July 1, 2005, for $7,500 per month or an annual amount of $90,000. The contract has been continued annually at the same rate until increased to $9,166.67 a month or $110,000 per year in FYE 2008, FYE 2009 and FYE 2010. The contract was reduced to $71,500 per year in FYE 2011. The contract is again up for renewal

and comes to Council for that purpose.

DESCRIPTION: Due to the City of Norman's on-going economic climate, the proposed agreement with CDI for FYE 2012 is again $71,500. CDI will continue to provide weekly and quarterly written reports. The terms of the agreement become effective upon City Council approval and remain in effect until terminated by either party upon written notice given at least sixty (60) days prior to the proposed date of termination or unless City budgetary constraints prevent the municipality from retaining the services of CDI. All other provisions of the prior Contract remain unchanged. Funds are budgeted in the FYE 2012 City Council Budget, Outside Consultants (010-1001-411.40-01).

RECOMMENDATION: Based upon the Finance Committee's recommendation and direction by the City Council in adoption of the FYE 2012 Budget, Contract No. K-1112-07 is submitted for Council's consideration.

CONTRACT NO. K-1112-07

MEMORANDUM OF AGREEMENT

The City of Norman, Oklahoma ("Norman") hereby retains Capitol Decisions, Inc. ("CDI") as consultants and advisors with regard to various federal agencies and legislative issues. CDI undertakes to monitor and evaluate these issues and to advise Norman on the components of an agency and legislative plan, and the appropriate strategy necessary to achieve the goals of such a plan. CDI will perform such services with regard to those issues mutually agreed to in the Statement of Work which is incorporated by reference into this Memorandum.

It is understood that CDI may be required to register under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of Norman.

In consideration of the performance of these services, Norman shall pay to CDI the sum of $71,500. That sum shall be paid as follows: for the months of July, August, September, October, November, and December 2011, CDI shall receive $7,500 per month, with such payments due monthly and in advance. CDI shall then receive the remainder split evenly per over the remaining months of the contract term, with payments due monthly and in advance.

This agreement shall remain in effect until terminated by either party by written notice given at least sixty (60) days prior to the proposed date of termination or unless budgetary constraints in Norman prevent the municipality from retaining the services of CDI.

CAPITOL DECISIONS, INC.

DATE: _____

By: _____
H. Stewart Van Scoyoc, President

ATTEST:

THE CITY OF NORMAN, OKLAHOMA

_____
Brenda Hall, City Clerk

By: _____
Cindy S. Rosenthal, Mayor

Date: _____

Approved as to legality and form by the City of Norman Legal Department.

By: Dean Messner
City Attorney

Date: _____

STATEMENT OF WORK

Under the terms of the attached Consultant Agreement, the Consultant will support the City of Norman as follows:

- Consultant will act as a legislative liaison between the City of Norman and the United States Congress in advancing the economic and redevelopment interests of the community.

- Consultant will seek and identify funding opportunities that correlate with the City of Norman's efforts to seek additional federal funding sources for City of Norman projects.

- Consultant will provide the City of Norman representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the opportunities of the City of Norman in seeking additional federal funding sources for City of Norman projects.

- Consultant will assist the City of Norman in the development and timing of strategies, plans and funding applications when funding sources are identified.

- Consultant will use its network of contracts, associates and support organizations to provide timely information about the monitoring of any pending City of Norman applications for funding with the Economic Development Administration and/or other federal funding sources.

- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to the City of Norman.

- Consultant will maintain an on-going dialogue with the City of Norman verbally and through electronic reporting methods on activities/meetings of significance to the City of Norman.

- Consultant will provide both weekly and quarterly written reports and personal briefings, if warranted, during the contract period documenting the Consultant's activities to support the City of Norman's economic interests.

City of Norman, OK

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

Master

File Number: K-1112-10

File ID:	K-1112-10	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 34	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$238,644.00	**File Created:**	07/11/2011
File Name:	K-1112-10 Juvenile Affairs			**Final Action:**	

Title: CONTRACT NO. K-1112-10: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE STATE OF OKLAHOMA OFFICE OF JUVENILE AFFAIRS (OJA) TO ACCEPT FUNDING IN THE AMOUNT OF $238,644 FOR THE PURPOSE OF OPERATING A COMMUNITY INTERVENTION CENTER.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-10 with the State of Oklahoma Office of Juvenile Affairs to accept funding in the amount of $238,644 for the purpose of operating a Community Intervention Center; and, if approved, authorize the execution of the contract.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 34

Attachments: CIC-OJA Contract FY12

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1112-10

Body

BACKGROUND: The City of Norman juvenile program in conjunction with the Crossroads Youth and Family Center was awarded a federal and state grant from the Office of Juvenile Affairs to implement a Community Intervention Center (CIC) in early 1997. Originally, this

was a pilot project and the City of Norman was one of five cities to open a CIC. This program began in October of 1997 and is located at 1900 West Robinson in Westwood Park. Since that time, the CIC program has been very successful and is considered one of the premier projects of the Office of Juvenile Affairs. The CIC program was the first program to have a partnership between a local government, the state government, youth service agencies, and law enforcement.

The purpose of the Community Intervention Center is to provide a community based location for law enforcement officers to take juveniles, who have been apprehended for committing an offense that is not detention-eligible, for the purpose of holding, supervising and releasing the juveniles to a parent or guardian as appropriate. The goal of the program is two-fold: To return law enforcement officials back to duty in a quick manner and to have a consistent entry for juveniles into the juvenile justice system where they can be offered social services and evaluated for needs.

Under the administrative rules adopted by the Office of Juvenile Affairs, the juveniles may be held for up to twenty-four (24) hours until a parent, guardian or responsible adult can be located. If a parent is not located within the 24-hour time period, the juvenile is transferred to the Cleveland County Youth Shelter where deprived children are held. The CIC is open twenty-four (24) hours a day, seven days a week and is staffed by two staff members at all times for safety purposes. While at the CIC, information for court and social service referrals are gathered. Upon arrival to obtain custody of a child at the facility, the parent or responsible adult must sign a promise to appear in court and assure that the child also appears in court. If a juvenile misses a court date, both the parent and the juvenile may receive additional citations and/or have a warrant issued for their arrest under City ordinances.

According to statistical information available, the City of Norman Police Department uses the facility approximately 65% of the time, the City of Moore uses the facility approximately 20% of the time and the remaining portion is split between many other cities including: Oklahoma City, Noble, Lexington, Blanchard, Purcell, Wayne, and other local municipalities.

Prior to the CIC, police officers were delayed several hours at a time, trying to contact and wait for a parent to take responsibility for an arrested juvenile. The CIC allows an officer to release the juvenile defendant to their custody. This allows the officer to return to patrol within minutes. The CIC, in conjunction with juvenile municipal court programs, has been an important tool in dealing with juvenile crime in the community.

The Community Intervention Center is funded through OJA and is sub-contracted directly to Crossroads Youth & Family Center, Inc. To receive continued funding from the state for this program, both a municipality and a designated youth service agency must be involved in the contract. The City of Norman acts as a flow-through and coordinates our other juvenile programs with the Community Intervention Center.

DISCUSSION: OJA has awarded additional funds for continued operations of the CIC in amount of $238,644 to fund CIC operations from July 1, 2011 through June 30, 2012. The Community Intervention Center is a county wide collaborated project. A previous requirement to receive the federal and state grant funding was for the participating municipalities to contribute a percentage of matching funds for the program. The federal money for the program was originally "seed" money to start the program. By design of the grant, the federal funding ceased three years after the inception of the program. Funding for the program is now from the state through OJA. Although the state does not require matching funds, they strongly encourage the continuation of matching funds from the municipalities. OJA has indicated that funding participation by the benefited cities will be a considering factor in future reapplication for funding. The cities' matching funds have become a necessity for continued use of a 24-hour 7 day a week facility since the federal funds are no longer available. The matching funding has previously been split between the City of Norman - $40,000, Moore - $40,000, Lexington - $5,000, Noble - $5,000 and Blanchard - $2,000.

It is recommended by staff at this time, that Council appropriate $40,000 from the General Fund balance (010-0000-253.20-00) to Other Professional Services in the Legal Department budget (010-2220-412.40-99). The City acts as a flow through agency for the state funds and the additional required matching funding will be conveyed to Crossroads Youth and Family Services through their sub-contract, K-1112-11.

Contract between State of Oklahoma, Office of Juvenile Affairs and the City of Norman - K- 1112-10.

The approval of this contract will accept funding in the amount of $238,644 for funding of the Community Intervention Center for the fiscal year of FYE12 beginning July 1, 2011 to June 30, 2012 from the State of Oklahoma, through the Office of Juvenile Affairs.

Contract between the Crossroads Youth & Family Center Inc. and the City of Norman K-1112-11.

This contract will renew the contract with the Crossroads Youth & Family Center to continue to be the service provider, as required in the state statutes, for the Community Intervention Center. Crossroads Youth and Family Center will be responsible for hiring employees and running the day-to-day activities of the Community Intervention Center. Additionally, this contract allocates the matching funding of $40,000 toward the continued use of the Community Intervention Center.

3. Appropriation of General Fund balance for the fiscal year 2012 in the amount of $40,000.

From 1997 until fiscal year ending 2008, the City's matching portion of this grant had been previously budgeted in either the Legal Department Professional Services Account, General

Fund Professional Services Account, or Police Department Professional Services Account. During the fiscal year ending 2008, Council requested that the matching funds from the City for this project be removed from the regular budget and later appropriated out of the General Fund as the contracts came before Council. Similar to the procedure used in FYE08, this item proposes the $40,000 matching funds portion of the grant to be paid to Crossroads Youth and Family Center Inc. be appropriated from the General Fund Balance to the Legal Department - Other Professional Services (010-2220-412.40-99) for disbursement after approval of the applicable contracts.

RECOMMENDATION: Staff has reviewed the proposed contracts and recommends approval of Contract No. K-1112-10 with the State of Oklahoma Office of Juvenile Affairs for funding of the Community Intervention Center in the amount of $238,644 and K-1112-11 with Crossroads Youth and Family Center to continue operations of the Community Intervention Center, including an appropriation from the General Fund balance (010-0000-253.20-00) in the amount of $40,000 to Other Professional Services (Legal Department Account 010-2220-412.40-99).

STATE OF OKLAHOMA

OFFICE OF JUVENILE AFFAIRS

Accountability, Protection, Prevention

FY2012 Contract for Community Intervention Center an Interlocal Agreement With Options to Renew for FY2013 and FY2014 Between OJA and

City of Norman

Robert E. "Gene" Christian, Executive Director

Dennis Gober, Division Director Community-Based Youth Services Division

CRL2012-369, Master CRL2012-469

Attachment B Budget form Base Year, Option Year 1, Option Year 2
Attachment A = Claim Form
Exhibit 1 = Primary Subcontract
Other Items w / Packet = OAC377:3-13-80 through 3-13-91 & Assignment Affidavit

Office of Juvenile Affairs
Community Intervention Center
City of Norman
Table of Contents

RECITALS 1
I. Contract Period 2
A. Renewal Process 2
II. Compensation 2
A. Supporting Documentation 2
III. GENERAL TERMS AND CONDITIONS 3
A. Appeal 3
B. Assignment and Subcontracting 3
C. Audit 4
D. Choice of Law 5
E Choice of Venue 5
F. Civil Rights 5
G. Compliance with Laws, Statutes, and Regulations 6
H. Contract Modification 5
I. Debarment / Suspension 5
J. Drug-Free Work Place 5
K. Duplicate Billing Prohibition 5
L. Employment Relationship 5
M. Health Insurance Portability and Accountability Act of 1996 (HIPAA) 6
N. Indemnity 7
O. Monitoring and Financial Compliance Review 7
P. Oklahoma Taxpayer and Citizen Protection Act of 2007 8
Q. Prior Unmet Contractual Obligations 8
R. Records 8
S. Severability 8
T. Termination 8
U. Termination for Cause 8
V. Termination / Contract Reduction Due to Lack of Funding 9
W. Unallowable Costs 9
IV. Special Terms and Conditions 9
A. Access to Services 9
B. Client Confidentiality 9
C. Liability Insurance 9
D. Lobbying 10
E. Nepotism 10
F. Ownership of Equipment 10
G. Prior OJA Employment 11
H. Reporting Child Abuse 11
I. Taxes 11
V. SERVICES TO BE PROVIDED 11
A. Facility Requirements 11
B. Program Requirements 11
C. Juvenile Online Tracking System 11
D. Certification 13
E. Location of Services 13
VI. SIGNATURE 13

STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
COMMUNITY INTERVENTION CENTER
INTERLOCAL AGREEMENT

This agreement, consisting of 13 pages and Attachments (the "Contract"), is hereby made between the State of Oklahoma Office of Juvenile Affairs ("OJA"), and

City of Norman
P. O. Box 370
Norman, OK 73070

(the "Contractor"), and constitutes the entire agreement between OJA and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, pursuant to 10A O.S. §2-7-305.D.2, the Community Intervention Center (CIC) shall serve as a short-term reception facility to receive and hold juveniles, hereinafter also referred to as the "Service Recipient", who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable.

WHEREAS, the Oklahoma Legislature, at 10A O.S. §2-7-301(A)(1), has authorized and mandated that OJA is the state planning and coordinating agency for juvenile justice and delinquency prevention services; and

WHEREAS, pursuant to 10A O.S. §2-7-305(A), OJA is authorized to enter into agreements to establish or maintain such centers which may be financed out of local, state and federal monies; and

WHEREAS, certain juveniles who come into contact with law enforcement are not eligible for detention pursuant to 10A O.S. §2-3-101; and

WHEREAS, the Legislature has mandated at 10A O.S. §2-7-305(B)(1), for the CICs to be established pursuant to interlocal agreements between one or more municipalities and OJA; and

WHEREAS, pursuant to 10A O.S. §2-7-305(D)(1), the program for the establishment of CICs allows selection of a service provider by the municipality, with the approval of OJA.

NOW THEREFORE, the parties agree as follows:

I. CONTRACT PERIOD

The term of the Contract shall be effective from the latter of July 1, 2011, or date of execution, to June 30, 2012, with option to renew for two consecutive 12-month periods. Work done before the effective date of the Contract is at the Contractor's risk.

A. Renewal Process

Renewals shall be at the same terms and conditions as set forth by Contract. The option to renew shall be exercised by OJA by issuance of a change order. If Contractor does not wish to renew the contract, OJA must be notified in writing at least 30 days prior to end of the contract period. If it is necessary to modify the contract, OJA may issue a modification either prior to or in conjunction with the renewal. Modifications shall require a bilateral agreement whereas renewals do not. Prior to issuance of a Purchase Order for the base year or change orders for option years, OJA must receive a budget for the term that is about to commence.

II. COMPENSATION

For and in consideration of the performance of the Contract by Contractor, OJA agrees to pay an amount, including travel expenses, not to exceed **Two Hundred Thirty Eight Thousand Six Hundred Forty Four Dollars and No Cents ($238,644.00)**, for the cost incurred while performing the services agreed upon herein. Payments will be made to Contractor upon receipt by OJA of properly completed invoices. Billings shall be submitted in the format and in accordance with procedures prescribed by OJA. Attached hereto as Attachment A is a copy of the present format prescribed by OJA. By law, OJA cannot pay in advance of receipt of services.

In the event that any cost item claimed by Contractor is subsequently disallowed by OJA, Contractor shall repay OJA on demand the amount of such disallowed claim. At the discretion of OJA, it may deduct from subsequent payments to Contractor the amount of any disallowed claim, without prejudice to Contractor to contest such deduction and to establish the allowability of such cost item.

Invoices shall be submitted to OJA by the 20th day of the month for expenditures which occurred in the preceding month.

Contractor shall attach to the Contract a program budget using the format represented by Attachment B prior to returning the Contract to OJA for execution for the base year contract. On or before May 31, Contractor shall submit to OJA an Attachment B for any option year exercised by OJA.

A. Supporting Documentation

Supporting and verifying documentation shall be submitted monthly with the invoice for expenditures which occurred in the preceding month. This documentation shall include, but not be limited to, the following:

1. Actual payroll expenses for each CIC employee, which shall include payroll registers and time sheets.

2. Actual payroll expenses for each administrative employee along with the basis for the proportionate share.

3. Copies of invoices for contractual services and supplies.

4. The basis for any applicable pro rata share of operational expenses (utilities, rent, insurance, and similar expenses).

5. All costs associated with training and development.

6. Claims for travel reimbursements.

7. Copies of invoices for equipment purchases.

III. GENERAL TERMS AND CONDITIONS

A. Appeal

In the event any audit resolution, review, monitoring, or oversight results in the determination that OJA has overpaid Contractor for this or any previous contract, Contractor has a right to file a written appeal to the OJA Executive Director. OJA will consider the appeal before final action or reimbursement is sought by OJA. Payments under the Contract will continue while the appeal is pending unless the contract is otherwise terminated.

B. Assignment and Subcontracting

1. Assignment

   Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate division administrator or designee's written authorization.

2. Subcontracting

   Contractor must notify the appropriate division administrator or designee in writing of any subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply OJA with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that OJA shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts.

The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

3. Subcontract Modification

Any change to a contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 2. "Subcontracting" apply.

C. Audit

1. Federal Funds

Organizations that expend $500,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the *Single Audit Act of 1984*, 31 U.S.C. §§ 7501-7507 (Pub.L. 98-502, Oct. 19, 1984, 98 Stat. 2327), and subsequent amendments thereto.

Audit fees for the Contractor and/or its subcontractors expending less than $500,000 in federal funds will not be an allowable cost to a federal award unless the audit is arranged for and paid for by OJA or a pass-through agency.

2. State Funds

Corporations, both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

3. Auditor Approval and Audit Distribution

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. OJA retains the authority to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Office of Juvenile Affairs - Contracts Unit P.O. Box 268812, Oklahoma City, Oklahoma 73126-8812, with a copy, if applicable, of the management letter to all audit findings within 120 days of the Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within 60 days of the audit submission to OJA. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed in this paragraph for an extension citing the reason for the delay. OJA reserves the right to suspend payment to the Contractor for costs

owed pursuant to the Contract if OJA has not received the Contractor's audit for the previous fiscal year.

D. Choice of Law

Any claims, disputes, or litigation relating to the solicitation execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

E. **Choice of Venue**

The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by OJA or the Contractor to enforce or to interpret provisions of the Contract.

F. **Civil Rights**

Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the specific following statutes, regulations and executive orders:

a. Omnibus Crime Control and Safe Streets Act of 1968 (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197;

b. *The Victims of Crime Act of 1984*, Pub.L. 98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170;

c. *The Juvenile Justice and Delinquency Prevention Act of 2002*, Pub.L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov. 2, 116 Stat. 1869;

d. *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241;

e. *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355;

f. *The Americans with Disabilities Act of 1990*, Pub.L. 101-336, July 26, 1990, 104 Stat. 327;

g. *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;

h. *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728;

i. *Equal Treatment for Faith-Based Organizations* 28 C.F.R. §§38.1 and 38.2; *see* Exec. Order no. 13279 amended by Exec. Order no. 13403, equal protection of the laws for faith-based and community organizations.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin,

or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OJA to be forwarded to the United States Department of Justice.

G. Compliance with Laws, Statutes, and Regulations

Contractor and any subcontractors shall comply with all applicable state and federal laws including any regulations and rules promulgated by any governmental authorities and which are applicable to the Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA.

H. Contract Modification

Any modification or amendments to the Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.

I. Debarment / Suspension

In accordance with 31 U.S.C. §1352 (a)(1) and Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986), Contractor certifies that neither it nor its principals are presently or have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or agency, or convicted of a fraud-related crime.

J. **Drug-Free Work Place**

Contractor also agrees that the Contractor and its employees and agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under the Contract. The Contractor agrees to require all subcontractors under the Contract to abide by this provision.

Unless prohibited by law, Contractor must maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OJA's rules, policies and procedures for drug and alcohol testing.

K. Duplicate Billing Prohibition

Contractor shall not bill OJA for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

L. Employment Relationship

The Contract does not create an employment relationship. Contractor's employees shall not be considered employees of OJA for any purpose.

M. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor, its agents, vendors, officers and employees, acknowledges that it may

have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Contractor may use the protected health information solely to perform its duties and responsibilities under the Contract. Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the *Health Insurance Portability and Accountability Act of 1996* (HIPAA), Pub.L. 104-191, Aug. 21, 1996, 110 Stat. 1936, as it may be amended.

N. **Indemnity**.

Unless prohibited by Article 10 of the Oklahoma Constitution, Contractor agrees to indemnify and hold OJA harmless against any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of the Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold OJA harmless under the Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under the Contract shall indemnify and hold OJA harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct related to or arising from the Contract.

O. Monitoring and Financial Compliance Review

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. OJA shall have access to and the authority to examine and copy all records related to the Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. OJA will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

OJA will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.

P. Oklahoma Taxpayer and Citizen Protection Act of 2007

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

Q. Prior Unmet Contractual Obligations

Under the Contract, OJA has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by OJA.

R. Records

As used in this clause, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency has the authority to examine and audit all records relevant to performance of the Contract. The Contractor is required to retain all records relative to the Contract for the duration of the Contract term and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period whichever is later.

S. Severability

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

T. **Termination**

Either party may terminate the Contract by giving the other party thirty (30) days' written notice of the termination.

U. **Termination for Cause**

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel the Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any

other rights and remedies provided by law. If the Contract is terminated, then the State shall be liable only for payment under the payment provisions of the Contract for goods and services rendered before the effective date of termination.

In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Department of Central Services, Central Purchasing Division.

V. **Termination/ Contract Reduction Due to Lack of Funding**

OJA may terminate the Contract in the event that OJA is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA. OJA shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice.

In the event OJA experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, OJA may reduce the Contract. Notice of such reduction shall be sent in writing to the Contractor.

W. **Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds on unallowable costs on this or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

IV. SPECIAL TERMS AND CONDITIONS

A. **Access to Services**

Contractor shall not restrict access to services under this contract based on the service recipient's inability or refusal to pay for such services.

B. **Client Confidentiality**

Contractor shall comply with OJA's requirement regarding the absolute protection, use of, and release of personal client information consistent with 10A O.S. §2-6-102 and OJA Rule 377:10-1-7 and professional standards. Further, Contractor agrees to hold confidential all personal information about clients served under this contract, including lists of names, addresses, photographs, evaluations, and all other records about the client.

C. **Liability Insurance**

If Contractor is a self-insured municipal corporation which pays approved damages

claims from its sinking fund under Article 10, Oklahoma Constitution, § 28, and 62 O.S. § 431, and as such is not required to purchase liability insurance, the parties agree that Contractor must require any subcontractor under this Interlocal Agreement to obtain liability insurance from an insurance carrier acceptable to OJA in a minimum amount of one million dollars ($1,000,000.00) to insure against claims for bodily injury, property damage, civil rights actions, or other actions or claims arising from or resulting from this Interlocal Agreement, and that any subcontractor will provide a certificate of insurance to OJA prior to commencing any services or other work under the subcontract. The required insurance policy must contain a provision that OJA will be notified at least thirty (30) days prior to the cancellation or other termination of the insurance policy for any reason.

D. **Lobbying**

Contractor certifies that neither state nor federal funds have been or will be used to influence the award of the Contract.

E. **Nepotism**

Contractor and/or Contractor's governing board or body agrees to disclose any existing situations of nepotism within the organization and receive written prior approval of any hiring that involves nepotism. Nepotism is defined as occupying a position within a relative's line of authority or chain of command; or two or more relatives reporting to the same immediate supervisor. Contractor shall disclose any other situations that might fairly represent a conflict of interest. Nepotism situations include, but are not limited to: renting or leasing; staffing; board membership; contracted services; acquisition of real property and equipment; client-staff relationships; board membership to staff employment; auditing and other situations which might fairly represent a conflict of interest.

F. **Ownership of Equipment.**

Any equipment or other tangible object approved by OJA to be purchased with the funds provided through the contract shall be the property of OJA, and shall be held, maintained, and safeguarded by Contractor for the benefit of OJA. Upon termination or upon notice that the Contract will not be renewed or extended, for whatever reason, Contractor shall return such equipment or materials within fifteen (15) days at the Contractor's sole cost and expense. Contractor shall return the equipment to OJA's State Office during normal business hours, with at least 24 hours written notice. Contractor shall submit a complete inventory listing of all equipment purchased with CIC contract funds. The final claim of the fiscal year shall not be processed until submission of the inventory listing. Any equipment purchased with these funds shall be marked as "Property of the Office of Juvenile Affairs."

If Contractor is not a self-insured municipal corporation, Contractor must obtain insurance for the benefit of OJA.

The parties further agree that any subcontract under this Interlocal Agreement must contain a requirement that any subcontractor must insure all property described in this Subsection and provide to OJA documentation which evidences the existence and amount of such insurance, along with the agreement of the insurance company that it will notify OJA at least thirty (30) days before the expiration of such insurance for any reason or Contractor agrees hereby to pay OJA for any damage or loss to such property.

G. **Prior OJA Employment**

Contractor hereby certifies that no member of its board or officers are former OJA employees who were employed by OJA during the prior 12 months.

H. **Reporting Child Abuse**

Contractor shall comply with the Oklahoma Children's Code , Title 10A O.S. §2-101 *et seq*. regarding the reporting of child abuse or neglect. If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, Contractor must immediately report the matter to the Department of Human Services Office of Client Advocacy at 1-800-522-8014 and to the OJA Advocate General at (405) 530-2939. Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA.

I. **Taxes**

Contractor shall be responsible for paying all current and applicable city, county, state and federal taxes, licenses and assessments due, including without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and the State Unemployment Tax Acts and Worker's Compensation Insurance Laws. This does not prohibit OJA from reimbursing Contractor for any such allowable costs that are specifically identified in the budget approved by OJA.

V. **SERVICES TO BE PROVIDED**

A. **Facility Requirements**

This CIC shall be community-based and operational twenty-four (24) hours a day, seven (7) days a week.

A juvenile held at the CIC shall not be isolated from the common areas of the facility except for short-term protective holding due to combative or self-destructive behavior on the part of the juvenile.

B. **Program Requirements**

Contractor shall provide a full service CIC facility and full CIC services as required in OAC 377: Chapter 3, Subchapter 13, Part 7, "OAC 377:3-13-80 through 3-13-91"

Requirement for Community Intervention Centers.

C. **Juvenile Online Tracking System**

The Juvenile On-line Tracking System (JOLTS), designed by OJA, is a statewide management information system for all programs and services, which are administered by or contracted by OJA, related to children, youth and their families. Among other purposes, OJA utilizes information obtained through JOLTS to fulfill its statutory duty to provide annual reports pertaining to programs and services.

As an integral component of Oklahoma's juvenile justice system, Contractor shall be on-line with JOLTS and shall enter case specific data on JOLTS referencing every client served during this contract period. OJA, through the staff of the Information Technology Unit (IT), will provide JOLTS classroom training up to twice during the contract year upon Contractor's request; on-line JOLTS training; and JOLTS help desk support eight (8) hours a day, Monday through Friday.

Contractor's entry of client specific data on JOLTS shall reference the following categories of information:

1. Adding juvenile file if juvenile does not exist within JOLTS.
2. Adding referral information and updating demographic information.
3. Adding and updating CIC screening information, if any.
4. Adding and updating CIC admission information.
5. Adding and updating CIC release information.
6. Contractor data entry on JOLTS will be monitored from time to time by OJA with regard to determining timeliness, accuracy and completeness.

a. **Timeliness:** Contractor shall perform data entry on JOLTS within five days from time of admission or release from Community Intervention Center services with reference to the information categories described above. Ninety (90) percent of data entry on JOLTS shall be within the timeliness standards described herein.

b. **Accuracy:** JOLTS data entered by Contractor shall concur with Contractor case files with regard to demographic information, referral dates and service dates and hours and minutes of services. Ninety (90) percent of data on JOLTS shall concur with Contractor case files.

c. **Completeness:** JOLTS data entered by Contractor shall constitute a complete log of all clients served by all programs and services described by the Contract and shall concur with Contractor case files with regard to all clients served by all programs and services during the Contract. Ninety (90) percent of data on JOLTS shall concur with Contractor case files referencing all services provided by Contractor on any given day during the Contract.

Any difficulty with data entry on JOLTS or with accessing on-line JOLTS capability shall be immediately reported by Contractor to the IT Unit of OJA. Immediate reporting shall be made by phone or fax. The phone numbers are (405) 530-2840 or 1-800-458-1632 and the fax number is (405) 530-2842. Confirmation letters citing reported problems may be mailed to:

ATTN: JOLTS PROBLEM
Information Technology Unit
P.O. Box 268812
Oklahoma City, OK 73126-8812

D. **Certification**

Any CIC established under the Contract must obtain and keep in force a certification issued by OJA. Such certification and the standards necessary for certification shall be established by rules promulgated by OJA.

E. **Location of Services**

1900 West Robinson, Norman, OK 73069

VI. **SIGNATURE**

For the faithful performance of the terms of the Contract the parties hereto in their capacities as stated, affix their signatures.

OFFICE OF JUVENILE AFFAIRS

By:_____
Robert E. "Gene" Christian
Executive Director

Date:_____

Approved as to form:

_____
Assistant Attorney General Date

City of Norman

By:_____
Mayor Date

Cindy S. Rosenthal
Print Name

Approved as to form and legality on behalf of the City this _____ day of _____, 20___.

Jeanne Snider
City Attorney
Jeanne Snider
Print Name

ATTEST:

By:_____

Brenda Hall City Clerk

	CIC CLAIM FORM INVOICE			
PO# _____				
CONTRACTOR:				
ASSIGNED TO:				
MAILING ADDRESS				
CLAIM FOR REIMBURSEMENT -	FROM_____	TO_____		
EXPENDITURE CATEGORIES	BUDGET	CLAIM	YTD EXP	BALANCE
Personnel Salaries				
Payroll taxes				
Fringe Benefits				
Worker Comp. Insurance				
TOTAL PERSONNEL				
Individual Consultants				
Service Organizations				
TOTAL CONSULTANTS/ CONTRACTORS				
EQUIPMENT				
Travel In-State miles				
per diem				
TOTAL TRAVEL				
MAINTANCE/REPAIR				
Rent (rate/mo)				
Postage				
Telephone				
PRINTING/PUB/ADV/BINDING				
Utilities				
MEMBERSHIP				
Office Supplies/Postage				
Food/personal supplies				
OSBI/Drug Screening				
Liability insurance				
Other (specify) Uniforms, training, prevention prgms.				
TOTAL SUPPLIES AND OPERATING EXPENSES:				
GRAND TOTALS:				
I attest that the amount requested for reimbursement is cost incurred in the provision of services as prescribed in the contract.				
_____ Claimant		_____ Date		
_____ Claimant		_____ Date		

3/31/2011

Attachment B

Community Intervention Center Budget
FY2012

CONTRACTOR

EXPENDITURE CATEGORIES	CITY	STATE	TOTAL
*Personnel Salaries			
FICA, Retirement, etc.			
Insurance (i.e. health, wrk comp)			
Other (specify)			
TOTAL PERSONNEL			
Individual Consultants			
Service Organizations			
TOTAL CONSULTANTS/			
CONTRACTORS			
EQUIPMENT			
Travel In-State miles			
per diem			
TOTAL TRAVEL			
MAINTANCE/REPAIR			
Rent (rate/mo)			
Postage			
Telephone			
PRINTING/PUB/ADV/BINDING			
Utilities			
MEMBERSHIP			
Office Supplies/Postage			
Food/personal supplies			
OSBI/Drug Screening			
Liability insurance			
Other (specify) Uniforms,			
training, prevention prgms.			
TOTAL SUPPLIES AND			
OPERATING EXPENSES:			
ATTORNEY TIME			
ADMINISTRATION			
GRAND TOTALS			

*On a separate schedule, please indicate the number of FTE rate of pay for each.
**If applicable, on a separate schedule, please provide cost breakout and justification for each equipment type being requested.

COMMUNITY INTERVENTION CENTER FY2012 BUDGET

CONTRACTOR-Crossroads Youth & Family Services Inc.

EXPENDITURE CATEGORIES	CITY	STATE	TOTAL
*Personnel Salaries	$ 62,982.00	$ 164,968.00	$ 227,950.00
FICA, Retirement, etc.	$ 6,059.00	$ 15,544.00	$ 21,603.00
Insurance (i.e. health, wrk comp)	$ 12,311.00	$ 33,821.00	$ 46,132.00
Other (specify)			
TOTAL PERSONNEL	$ 81,352.00	$ 214,333.00	$ 295,685.00
Individual Consultants	$ 500.00	$ 1,750.00	$ 2,250.00
Service Organizations			
TOTAL CONSULTANTS/ CONTRACTORS	$ 500.00	$ 1,750.00	$ 2,250.00
EQUIPMENT		$ 1,700.00	$ 1,700.00
Travel In-State miles		$ 1,750.00	$ 1,750.00
per diem			
TOTAL TRAVEL		$ 1,750.00	$ 1,750.00
MAINTANCE/REPAIR	$ 2,500.00	$ 3,500.00	$ 6,000.00
Rent (rate/mo)	$ 1,750.00	$ 1.00	$ 1,751.00
Postage			
Telephone		$ 3,115.60	$ 3,115.60
PRINTING/PUB/ADV/BINDING	$ 1,500.00	$ 2,000.00	$ 3,500.00
Utilities	$ 1,000.00	$ 3,500.00	$ 4,500.00
MEMBERSHIP			
Office Supplies/Postage	$ 500.00	$ 3,000.00	$ 3,500.00
Food/personal supplies	$ 2,000.00	$ 1,200.00	$ 3,200.00
OSBI/Drug Screening	$ 250.00	$ 750.00	$ 1,000.00
Liability insurance	$ 200.00	$ 1,600.00	$ 1,800.00
Other (specify) Uniforms, training, prevention prgms.	$ 448.00	$ 443.00	$ 891.00
TOTAL SUPPLIES AND OPERATING EXPENSES:	$ 10,148.00	$ 19,109.60	$ 29,257.60
ATTORNEY TIME			
ADMINISTRATION			
GRAND TOTALS	$ 92,000.00	$ 238,642.60	$ 330,642.60
	$ 92,000.00	$ 238,642.60	$ 330,642.60

PART 7. REQUIREMENTS FOR COMMUNITY INTERVENTION CENTERS

377:3-13-80. Legal basis

Statutory authorization for the Office of Juvenile Affairs to enter into agreements for the establishment and maintenance of a CIC is found in 10 O.S., §7302-3.3. Functions of the CICs are found in 10 O.S., §7302-3.5(D).

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-81. Structure

(a) To establish a CIC, an interlocal agreement must be entered into between:

(1) one or more municipalities; and

(2) the Office of Juvenile Affairs.

(b) The CIC must meet the conditions, requirements, and rules promulgated by the Office of Juvenile Affairs as provided in 10 O.S., §7302-3.5(B)(2) and 10 O.S., §7302-3.5(D).

(c) Each CIC provider shall have a local juvenile justice advisory board comprised of representatives from local law enforcement, the judiciary, social service agencies, education, local businesses and local government.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-82. General provisions (a) Required functions of a CIC. A CIC shall:

(1) receive and hold juveniles taken into custody by law enforcement for an alleged violation of a municipal ordinance or state law and for whom detention is unavailable or inappropriate;

(2) be in compliance with all applicable federal, state, and local health, fire, and safety codes;

(3) enter demographic information into the management information system provided for in 10 O.S., § 7302-3.8;

(4) hold a juvenile for no longer than 24 hours;

(5) shall maintain records that are sufficient to demonstrate compliance with the Office of Juvenile Affairs requirements for CICs; and

(6) ensure that when a juvenile is held, all reasonable steps are immediately taken to:

(A) immediately notify the juvenile's parent, legal guardian, custodian,

attorney, or other adult legally responsible for the juvenile's care;

(B) release the juvenile to a parent, guardian, or other responsible adult or hold until a temporary placement can be secured, but in no event for longer than twenty-four hours;

(C) release the juvenile to the parent, guardian, custodian, attorney, or responsible adult as soon as practical upon his or her signing a release or written promise to return the juvenile to the court of jurisdiction to answer the charges at a date and time set by the court;

(D) ensure that temporary placement is secured if the parent, guardian, legal custodian, attorney or other responsible adult is unable to assume custody of the juvenile;

(E) ensure that adequate fresh drinking water is made available to the juvenile;

(F) ensure that adequate food is provided to the juvenile not less than three times in a 24-hour period;

(G) gather information to determine if the juvenile is in need of immediate medical attention; and

(H) ensure the juvenile is provided with any necessary medical care and treatment as provided 10 O. S., § 7303-1.1(E).

(b) Optional functions. In addition to the required functions a CIC may:

(1) conduct an initial screening assessment, pursuant to OJA Rule OAC 377:3-13-84;

(2) conduct an assessment, pursuant to OJA Rule OAC 377:3-13-85; and

(3) fingerprint a juvenile who has allegedly committed an offense which would be a felony if committed by an adult.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-83. Information gathering/report data

(a) Information gathered by the CICs include the:

(1) number of juveniles admitted;

(2) demographic data;

(3) intake time distribution;

(4) law enforcement officer time;

(5) length of juvenile's stay;

(6) summary of offenses by types, including:

(A) felonies;

(i) violent crimes as defined by the Juvenile On-Line Tracking System (JOLTS);

(ii) thefts; and

(iii) possession of drugs;

(B) misdemeanors, including:

(i) thefts;

(ii) possession of drugs; and

(iii) possession of alcohol;

(C) status offenses, including:

(i) truancy; and

(ii) traffic violations.

(7) whether the juvenile's case will be heard in:

(i) district court; or

(ii) municipal court.

(8) summary of discharge which includes to whom the juvenile was released such as, the juvenile's parent, guardian, legal custodian, attorney or other responsible adult; and

(9) summary of assessments, including the:

(A) number of juveniles receiving an initial screening assessment;

(B) number of juveniles who refused the initial screening assessment;

(C) number of juveniles receiving the assessment; and

(D) number of juveniles and parents who refused the assessment.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-84. Initial Screening Assessment

An initial screening assessment may be conducted with the juvenile without parental consent provided the juvenile agrees in writing to participate voluntarily to the initial screening assessment. The Initial Screening Assessment Form (OJA-5) shall contain the juvenile's:

(1) risk for suicide;
(2) risk to physical health/condition;
(3) risk for substance abuse;
(4) home and safety;
(5) school status;
(6) current charges and prior arrests;
(7) court status; and
(8) service history.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-85. Assessments

Any assessment conducted by the CIC shall be conducted according to state statute and must adhere to the following criteria:

(1) Written consent from the parent, guardian or other person legally responsible for the juvenile's care must be obtained prior to beginning the assessment process.

(2) The parent, guardian or responsible adult and juvenile may review the assessment instrument prior to consenting to the assessment process.

(3) The parent, guardian or responsible adult and the juvenile must be informed that the assessment is voluntary and that refusal to participate shall not result in any penalty.

(4) The parent, guardian or responsible adult and the juvenile must sign a written acknowledgment that they were given an opportunity to review the assessment instrument and that the juvenile's participation is voluntary.

(5) CIC staff shall keep all information gathered confidential according to state statutes.

(6) Staff who administer and interpret assessments must be meet qualifications to use such instruments, as established by the developers of the instruments.

(7) Staff shall conduct assessments pursuant to a Problem Behavior Inventory, a Mental Status Checklist, or a Problem Experiences Checklist and a Wide Range Achievement Test 3 or a Slosson Oral Reading Test, or other assessment instrument authorized by rules promulgated by the Office of Juvenile Affairs.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-86. Organization, administration, and finance

(a) The CIC shall maintain written policies and procedures.

(1) Organization. The CIC shall develop a clearly defined statement of its purposes or function. The CIC program director or designee shall file the statement with the Office of Juvenile Affairs, Office of Public Integrity.

(2) Administration and responsibility of the municipality.

(A) The Municipality shall have responsibility for:

(i) providing the physical site and its use by the juveniles and staff;
(ii) the center's program and services;
(iii) reviewing and approving all CIC policies and policy changes;
(iv) maintaining a record of CIC policy;
(v) maintaining documentation and records to ensure compliance

with applicable federal, state, and local law, including health, fire and safety regulations, and documenting compliance with Fire Marshal's report and the Health Department's Certification.

(vi) documenting board and/or council meetings, where applicable, and keeping the documentation on file;

(vii) compiling and filing monthly statistical reports with the Office of Juvenile Affairs; and

(viii) completing an annual report of the CIC, including the information listed in 377:13-83, and submitting the report to OJA, Office of Public Integrity.

(B) The contract shall be submitted to the OJA Office of Public Integrity.

(3) Finances. The CIC shall maintain complete financial records of income and disbursements.

(A) All financial records pertaining to the CIC shall be audited annually by a certified public accountant who has a valid, current permit to practice in the State of Oklahoma or state or tribal auditor, in accordance with the governmental funding source.

(B) A copy of the auditor's statements shall be submitted to the Office of Juvenile Affairs annually.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01; Amended at 23 Ok Reg 2764, eff 7-1-06

377:3-13-87. Policy and Procedure Manual

(a) The CIC shall have an operations manual which specifically describes its purpose, program, and the services offered. The manual must be reviewed annually and updated if necessary. The manual must be made available to all staff and authorized regulatory authorities. The manual includes, but is not limited to the CIC's:

(1) intake procedures;

(2) initial screening assessment;

(3) assessments;

(4) juvenile disciplinary procedures/crisis intervention;

(5) security and control;

(6) discharge procedures;

(7) personnel practices;

(8) juvenile rights;

(9) juvenile grievance procedures;

(10) confidentiality consistent with state law;

(11) compliance with child abuse or neglect reporting requirements as provided in 10A O.S. § 1-2-101;

(12) reporting critical incidents requirements;

(13) information gathering and reporting procedures;

(14) clothing and personal hygiene provisions;

(15) food distribution and documentation requirements;

(16) general emergency procedures, including first aid and emergency medical services;

(17) fire and disaster plans

(18) transportation arrangements; and

(19) suicide prevention procedures.

(b) The manual shall contain a provision which ensures that no juvenile placed in a CIC shall be used as an employee.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01; Amended at 27 Ok Reg 2178, eff 7-15-10

377:3-13-88. Personnel

(a) CIC program director.

(1) Qualifications. The qualifications (including education and experience), authority, and responsibilities of the program director shall be specified in

writing by the CIC's governing body, and include:

(A) a bachelor's degree; and

(B) one year of experience working with juveniles or working in the juvenile justice system.

(b) Direct-care staff qualifications. All direct care staff shall be at least 21 years of age and possess a high school diploma or its equivalent.

(c) Criminal history investigation. The CIC shall comply with statutory requirements mandating a criminal history investigation for each applicant for employment [10 O.S., §404.1 and 10 O.S., § 7003-8.1]. An employee's criminal history investigation record must be kept in a secure location, separate from his or her personnel file.

(1) A facility shall not employ or retain an individual who has been convicted of or entered a plea of guilty or nolo contendere to any felony involving:

(A) violence against a person;

(B) child abuse or neglect;

(C) possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sale, or distribute illegal drugs;

(D) sexual misconduct; or

(E) gross irresponsibility or disregard for the safety of others;

(F) any crime against a child; or

(G) in the case of child abuse and neglect, identified as a perpetrator in a juvenile court proceeding and/or has made an admission of guilt to a person authorized by state or federal laws or regulations to investigate child abuse and neglect.

(2) No employee of the CIC shall use or be under the influence of alcohol or illegal drugs during the hours of work nor shall any employee use or possess illegal drugs at any time.

(3) As to a simple drug possession offender, the facility may, at its own discretion, make exceptions to the prohibition of employment if five years have passed from completion of the applicant's criminal sentence and the facility can document that the health, safety, and well-being of juveniles would not be endangered.

(A) The facility shall consider, document, and submit to the Office of Public Integrity within 10 days of the employees first day of work the;

(i) type of crime or offense for which the individual was convicted or a finding was made; and

(ii) reference letters concerning the individual in question.

(B) The Office of Public Integrity shall make a recommendation to the Executive Director as to whether the applicant shall be approved or disapproved.

(4) If any person is formally charged with any of the offenses described in OAC 377:3-13-88(c)(1), he or she must be removed from contact with juveniles until the charges are resolved.

(d) Health requirements. An employee's health record must be kept in a secure location, separate from his or her personnel file.

(1) Each employee must have a pre-employment physical conducted by a licensed physician.

(2) Upon employment, each employee who has not had a documented skin test within the past 12 months shall have a Mantoux tuberculin skin test unless he or she had a previous positive skin test.

(3) An employee with a positive skin test reaction must have or provide documentation of a chest x-ray.

(i) Additional tests or x-rays are not required unless symptoms develop that are suggestive of tuberculosis.

(ii) Employees with a positive skin test reaction must submit annual documentation by medical personnel that signs or symptoms of tuberculosis are not present.

(e) Personnel records. Every staff person employed by the CIC shall have a written personnel record which complies with personnel policies of the municipality or service provider. The CIC shall have written personnel policies. The program director shall make personnel policies, which include written job descriptions, available to all employees. Either the policy or job description specifies the person to whom the employee is responsible and the duties the employee is expected to perform.

(1) Each personnel record must include:

(A) an application, resume, or staff information sheet that documents qualifications for the position;

(B) three reference letters, or if the reference was interviewed by phone, documentation of telephone interview must contain the:

(i) content of the interview;

(ii) date and time of the inter-view; and

(iii) name of employee conducting the telephone inter-view;

(C) documentation that the staff member was provided a copy of personnel policies, including his or her job description.

(D) written disciplinary action forms and job performance evaluations;

(E) dates of employment; and

(F) date and reason for employment separation or termination.

(2) Personnel records shall be maintained for at least three (3) years following an employee's separation.

(3) All employee records shall be confidential subject to existing federal and state statutes.

(4) All employees shall have access to their personnel files for reviewing purposes upon request to the program director and according to agency policy.

(f) Staff orientation.

(1) Each direct-care staff shall be provided orientation before being allowed to work independently In addition to a review of the certification standards and on-the-job training with an experienced staff member, the orientation must include a review of the CIC's:

(A) policies and procedures;

(B) philosophy and goals;

(C) organization;

(D) behavior management/crisis intervention training; and

(E) job expectations for the individual employee.

(2) Within 90 days of employment, each direct-care staff shall successfully complete first aid training. The training must be conducted by a certified instructor from the American Red Cross or its equivalent. The employee must be recertified in first aid every three years. First aid training may be counted as training hours. At least one staff person trained and certified in first aid shall be present in the CIC at all times.

(3) Within 90 days of employment, each direct-care staff shall be certified in cardiopulmonary resuscitation (CPR). The employee shall be recertified annually. CPR certification and recertification may be counted as training hours. At least one staff person trained and certified in CPR shall be present at all times.

(4) Within six (6) months of employment, each direct-care staff shall complete a

certified class on behavior management; e.g., MAB, MANDT, CLEET, etc.

(5) The CIC must maintain written documentation of each area in which the employee received orientation.

(g) Staff training.

(1) All direct-care staff and program a administrators shall obtain at least 24 clock hours of training per employment year. Hours are prorated for staff who have not been employed for a full year or are part-time employees.

(2) Professional conferences, workshops, seminars, formal education classes, or in-service training are considered training.

(3) Documentation of the employee's training shall be maintained in the employee's file.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency)[1]; Added at 18 Ok Reg 2154, eff 7-1-01; Amended at 19 Ok Reg 2949, eff 7-3-01 through 7-14-02 (emergency)[2]; Amended at 23 Ok Reg 2764, eff 7-1-06

377:3-13-89. Juvenile records

(a) A record shall be developed for every juvenile placed in the CIC. The record must contain:

(1) demographic information;

(2) referral source information (Uniform Crime Report, traffic citation, verbal or written court order, or police booking form, etc);

(3) time of admission/time of departure for the juvenile and the police officer;

(4) determination if juvenile is in need of immediate medical attention;

(5) documentation of attempt(s) to contact parent/guardian with time attempts were made;

(6) if an initial screening assessment is conducted, the completed OJA-3;

(7) if an assessment is conducted, the:

(A) documentation of prior review of assessment by parent & juvenile;

(B) documentation that the parent and juvenile have been advised that the assessment is voluntary; and

(C) written consent of the juvenile and parent.

(8) documentation that the juvenile has been advised of:

(A) client rights;

(B) rules of conduct; and

(C) grievance procedures;

(9) if placed in room confinement as provided in 377:3-13-40 (e) and (f), documentation of the:

(A) reason for confinement;

(B) other means of behavior modification used prior to room confinement;

(C) time placed in confinement;

(D) times the juvenile was visibly monitored with notation of what the juvenile was doing at that time; and

(E) time released from confinement.

(10) inventory log for the juvenile's personal belongings and confiscated materials;

(11) release of confidential information form (when necessary);

(12) incident report form (when necessary);

(13) name of person to whom the juvenile was released; and

(14) documentation of promise to appear in court.

REFERENCES: Source: Added at 18 Ok Reg 2154, eff 7-1-01

377:3-13-90. Security and control

(a) Rules of conduct. The rules of conduct shall either be given to each juvenile or posted in a conspicuous and accessible area.

(1) Staff members shall explain the rules of conduct to each juvenile admitted to the facility.

(2) When a literacy or language problem prevents a juvenile from reading the rules, a staff member or translator shall assist

the juvenile in reading the rules of conduct.

(b) Searches. Each CIC has the option of conducting searches. Searches and property recovery are conducted to preserve the security and safety of the CIC. If the CIC conducts searches, the CIC must develop policies and procedures which include the guidelines listed in (1) through (3) of this section.

(1) Juveniles and visitors shall be notified that they are subject to search.

(2) Searches shall be conducted by a person of the same sex as the juvenile or visitor.

(3) No strip searches or body cavity searches shall be conducted at a CIC.

(c) Staff ratio.

(1) When juveniles are present, there shall be a minimum of two staff on duty. When more than 12 juveniles are present, a ratio of 1:6 direct-care staff to juveniles shall be maintained.

(2) The CIC shall ensure that when a female is placed in the CIC, a female staff member is present and when a male is placed, a male staff member is present.

(3) Juveniles in the CIC shall be monitored at all times.

(d) Behavior management.

(1) Physical intervention.

(A) Each CIC shall have policies and procedures outlining the use of physical intervention. Written policy and procedure shall limit the use of physical intervention to:

(i) self protection;

(ii) separate juveniles from fighting;

(iii) restrain juveniles in danger of inflicting harm to themselves or others; and

(iv) restrain juveniles who have escaped or who are in the process of escaping;

(B) The least amount of physical intervention necessary to control a situation is used.

(C) Physical intervention shall not be used as punishment or retaliation.

(D) A written report is prepared following all uses of physical intervention and submitted to the program director.

(2) Use of mechanical restraints. CIC employees shall not use mechanical restraints.

(3) Chemical agents. CIC employees shall not use chemical agents, including pepper spray.

(4) Weapons. CIC employees shall not use weapons.

(e) Room confinement. Room confinement means locking a juvenile in a designated room for a short-term period of time in order to remove the juvenile from the population. Room confinement is used with juveniles who are combative or self-destructive [10 O.S., § 7302-3.5(D)(2)] and who require being separated from other juveniles for:

(1) self protection;

(2) separating juveniles from fighting;

(3) restraining juveniles in danger of inflicting harm to themselves or others; or

(4) restraining juveniles who have escaped or who are in the process of escaping;

(f) Procedure for room confinement. When room confinement is used, the procedures set forth in (1) - (5) of this paragraph shall be followed.

(1) Prior to room confinement, staff shall explain the reasons for confinement to the juvenile and shall give the juvenile an opportunity to explain his or her behavior.

(2) Any juvenile shall be visibly observed by a staff member every 15 minutes. Staff shall document each observation.

(3) Juveniles placed in room confinement shall be afforded living conditions and

essential services approximating those available to the general juvenile population. Exceptions shall be authorized based upon clear and substantial justification.

(4) The juvenile shall be released when staff determines that he or she can safely be returned to the general population or waiting area.

(5) A written record is maintained on any juvenile placed in room restriction or confinement. The written record includes:

(A) a log stating who authorized the action;

(B) names of persons observing the juvenile;

(C) exceptions to provision of essential services provided to other juveniles placed in the CIC;

(D) observations of the juvenile's physical situation;

(E) times of observation;

(F) the person authorizing release; an

(G) the time of release.

(g) Escape. The CIC shall develop written policy and procedure for juveniles who escape from the facility. The policy shall include a procedure for notification of law enforcement agencies.

REFERENCES: Source: Added at 18 Ok Reg 2154, eff 7-1-01

377:3-13-91. Physical facility

(a) Space requirements.

(1) Each juvenile shall have a minimum of 35 square feet of floor space.

(2) The room designated for room confinement must provide a minimum of 40 square feet of floor space.

(b) Toilets. The CIC must provide a minimum of one toilet per 12 juveniles.

(c) Any licensed CIC shall be exempt from the rules set forth in this section, provided that the facility does not decrease the amount of living space available when the facility was first issued a license.

REFERENCES: Source: Added at 18 Ok Reg 2154, eff 7-1-01

AFFIDAVIT OF ASSIGNMENT – FY2012

The City of Norman, (hereinafter referred to as "City") has entered into a contract with the Office of Juvenile Affairs (hereinafter referred to as "OJA) for the contract period 7/1/2011 through 6/30/2012 to provide Community Intervention Centers (CIC) so that law enforcement has a place to take juveniles who are in their custody. Oklahoma Legislation 10 O.S. §7302-3.3 has authorized and mandated OJA in its role as planner and coordinator of juvenile justice and delinquency prevention services to enter into agreements for the establishment and maintenance of CIC's. The City has entered into a contract with Crossroads Youth & Family Center, Inc. (hereinafter referred to as "Subcontractor") to develop and provide those services required by the agreement with OJA. Attach subcontract.

The City hereby assigns to the Subcontractor the authority to submit claims directly to OJA and receive payments directly from OJA for services provided as the agreement.

Subcontractor Information:

FEI #: 73-1254978

Name: Crossroads Youth & Family Center

Mailing Address: 1650 W. Tecumseh Rd.

Norman, OK 73069

Approved by the City Council of _____, Oklahoma, and dated this _____ day of _____, _____.

_____, Mayor

Subscribed and sworn before me this ____ day of _____, _____.
My Commission expires: _____

_____

NOTARY PUBLIC

City of Norman, OK

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

Master

File Number: K-1112-11

File ID:	K-1112-11	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 35	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$278,644.00	**File Created:**	07/11/2011
File Name:	K-1112-11 Crossroads			**Final Action:**	

Title: CONTRACT NO. K-1112-11: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CROSSROADS YOUTH AND FAMILY CENTER, INC., IN THE AMOUNT OF $278,644 FOR THE OPERATION AND MAINTENANCE OF THE COMMUNITY INTERVENTION CENTER FROM JULY 1, 2011, THROUGH JUNE 30, 2012, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-11 with Crossroads Youth and Family Center, Inc., in the amount of $278,644 for the operation and maintenance of the Community Intervention Center from July 1, 2011, through June 30, 2012; and, if approved, authorize the execution of the contract and appropriate $40,000 from the General Fund Balance (010-0000-253.20-00) to Professional Services/Other Professional, Legal (010-2220-412.40-99).

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 35

Attachments: CIC-Crossroads Contract FY12

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1112-11

Body

BACKGROUND: The City of Norman juvenile program in conjunction with the Crossroads

Youth and Family Center was awarded a federal and state grant from the Office of Juvenile Affairs to implement a Community Intervention Center (CIC) in early 1997. Originally, this was a pilot project and the City of Norman was one of five cities to open a CIC. This program began in October of 1997 and is located at 1900 West Robinson in Westwood Park. Since that time, the CIC program has been very successful and is considered one of the premier projects of the Office of Juvenile Affairs. The CIC program was the first program to have a partnership between a local government, the state government, youth service agencies, and law enforcement.

The purpose of the Community Intervention Center is to provide a community based location for law enforcement officers to take juveniles, who have been apprehended for committing an offense that is not detention-eligible, for the purpose of holding, supervising and releasing the juveniles to a parent or guardian as appropriate. The goal of the program is two-fold: To return law enforcement officials back to duty in a quick manner and to have a consistent entry for juveniles into the juvenile justice system where they can be offered social services and evaluated for needs.

Under the administrative rules adopted by the Office of Juvenile Affairs, the juveniles may be held for up to twenty-four (24) hours until a parent, guardian or responsible adult can be located. If a parent is not located within the 24-hour time period, the juvenile is transferred to the Cleveland County Youth Shelter where deprived children are held. The CIC is open twenty-four (24) hours a day, seven days a week and is staffed by two staff members at all times for safety purposes. While at the CIC, information for court and social service referrals are gathered. Upon arrival to obtain custody of a child at the facility, the parent or responsible adult must sign a promise to appear in court and assure that the child also appears in court. If a juvenile misses a court date, both the parent and the juvenile may receive additional citations and/or have a warrant issued for their arrest under City ordinances.

According to statistical information available, the City of Norman Police Department uses the facility approximately 65% of the time, the City of Moore uses the facility approximately 20% of the time and the remaining portion is split between many other cities including: Oklahoma City, Noble, Lexington, Blanchard, Purcell, Wayne, and other local municipalities.

Prior to the CIC, police officers were delayed several hours at a time, trying to contact and wait for a parent to take responsibility for an arrested juvenile. The CIC allows an officer to release the juvenile defendant to their custody. This allows the officer to return to patrol within minutes. The CIC, in conjunction with juvenile municipal court programs, has been an important tool in dealing with juvenile crime in the community.

The Community Intervention Center is funded through OJA and is sub-contracted directly to Crossroads Youth & Family Center, Inc. To receive continued funding from the state for this program, both a municipality and a designated youth service agency must be involved in the contract. The City of Norman acts as a flow-through and coordinates our other juvenile

programs with the Community Intervention Center.

DISCUSSION: OJA has awarded additional funds for continued operations of the CIC in amount of $238,644 to fund CIC operations from July 1, 2011 through June 30, 2012. The Community Intervention Center is a county wide collaborated project. A previous requirement to receive the federal and state grant funding was for the participating municipalities to contribute a percentage of matching funds for the program. The federal money for the program was originally "seed" money to start the program. By design of the grant, the federal funding ceased three years after the inception of the program. Funding for the program is now from the state through OJA. Although the state does not require matching funds, they strongly encourage the continuation of matching funds from the municipalities. OJA has indicated that funding participation by the benefited cities will be a considering factor in future reapplication for funding. The cities' matching funds have become a necessity for continued use of a 24-hour 7 day a week facility since the federal funds are no longer available. The matching funding has previously been split between the City of Norman - $40,000, Moore - $40,000, Lexington - $5,000, Noble - $5,000 and Blanchard - $2,000.

It is recommended by staff at this time, that Council appropriate $40,000 from the General Fund balance (010-0000-253.20-00) to Other Professional Services in the Legal Department budget (010-2220-412.40-99). The City acts as a flow through agency for the state funds and the additional required matching funding will be conveyed to Crossroads Youth and Family Services through their sub-contract, K-1112-11.

Contract between State of Oklahoma, Office of Juvenile Affairs and the City of Norman - K- 1112-10.

The approval of this contract will accept funding in the amount of $238,644 for funding of the Community Intervention Center for the fiscal year of FYE12 beginning July 1, 2011 to June 30, 2012 from the State of Oklahoma, through the Office of Juvenile Affairs.

Contract between the Crossroads Youth & Family Center Inc. and the City of Norman K-1112-11.

This contract will renew the contract with the Crossroads Youth & Family Center to continue to be the service provider, as required in the state statutes, for the Community Intervention Center. Crossroads Youth and Family Center will be responsible for hiring employees and running the day-to-day activities of the Community Intervention Center. Additionally, this contract allocates the matching funding of $40,000 toward the continued use of the Community Intervention Center.

3. Appropriation of General Fund balance for the fiscal year 2012 in the amount of $40,000.

From 1997 until fiscal year ending 2008, the City's matching portion of this grant had been previously budgeted in either the Legal Department Professional Services Account, General Fund Professional Services Account, or Police Department Professional Services Account. During the fiscal year ending 2008, Council requested that the matching funds from the City for this project be removed from the regular budget and later appropriated out of the General Fund as the contracts came before Council. Similar to the procedure used in FYE08, this item proposes the $40,000 matching funds portion of the grant to be paid to Crossroads Youth and Family Center Inc. be appropriated from the General Fund Balance to the Legal Department - Other Professional Services (010-2220-412.40-99) for disbursement after approval of the applicable contracts.

RECOMMENDATION: Staff has reviewed the proposed contracts and recommends approval of Contract No. K-1112-10 with the State of Oklahoma Office of Juvenile Affairs for funding of the Community Intervention Center in the amount of $238,644 and K-1112-11 with Crossroads Youth and Family Center to continue operations of the Community Intervention Center, including an appropriation from the General Fund balance (010-0000-253.20-00) in the amount of $40,000 to Other Professional Services (Legal Department Account 010-2220-412.40-99).

COMMUNITY INTERVENTION CENTER PARTNERSHIP AND SERVICE PROVIDER AGREEMENT AND LEASE OF 1900 WEST ROBINSON TO BE USED AS A COMMUNITY INTERVENTION CENTER

This Community Intervention Center (hereinafter referred to as the "CIC") Agreement is made and entered into this _____ day of July, 2011, by and between the City of Norman, an Oklahoma Municipal Corporation (hereinafter referred to as the "City") and Sub-Contractor, Crossroads Youth & Family Center Inc. (hereinafter referred to as "Center").

WITNESSETH:

WHEREAS: the State Plan for Community Intervention Centers provides for the development of alternatives to jail and secure detention due to the lack of immediate, easily accessible non-secure resources for law enforcement officers to take juveniles who have been taken into their custody; and

WHEREAS: pursuant to 10 O.S. §7302-3.5.D.2., The Community Intervention Center shall serve as a short-term reception facility to receive and hold juveniles, hereinafter also referred to as the Service Recipient who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable; and

WHEREAS: the Oklahoma Legislature, at 10 O.S. §7302-3.1, has authorized and mandated that OJA is the State planning and coordinating agency for juvenile justice and delinquency prevention services; and

WHEREAS: pursuant to 10 O.S. §7302-3.5, OJA is authorized to enter into agreements to establish or maintain such centers which may be financed out of local, state and federal monies; and

WHEREAS: certain juveniles who come into contact with law enforcement are not eligible for detention pursuant to 10 O.S. §7304-1.1; and

WHEREAS: the City has entered into an agreement with OJA to operate a Community Intervention Center in an effort to reduce the number of juveniles inappropriately held in adult jails by law enforcement and to allow accessible non-secure resources for law enforcement officers to take juveniles who have been taken into their custody; and

WHEREAS: 10 O.S. 7302-3.5 (D) (2) further authorizes the City of Norman to sub-contract with an independent entity to operate the facility, with the approval of OJA; and

NOW, THEREFORE, the City and the Center, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) TERM/RENEWAL

A. This contract shall be effective from July 1, 2011 through June 30, 2012 when it shall terminate automatically, unless terminated by either party as set forth in section (1) (B) of this Agreement, or due to withdrawn funding from OJA upon notice as set forth in "Exhibit A" of this Agreement.

B. Either party may terminate this Agreement with thirty (30) days advanced written notice to the other party, with or without cause.

Notices shall be sent to:

Norman: The City Clerk of Norman
P.O. Box 370
Norman, Oklahoma 73070

Jeanne Snider, Assistant City Attorney
P.O. Box 370
Norman, Oklahoma 73070

Center: Lisa Winters, Executive Director,
Crossroads Youth and Family Center
1650 W. Tecumseh Rd.
Norman, Oklahoma 73069

C. This Agreement may be renewed upon the same or different conditions between the City and the Center annually to run concurrently with the contract agreement between the City and OJA.

2) STATEMENT OF WORK/PURPOSE

A. This program shall be known as the Community Intervention Center, commonly known as the Juvenile Intervention Center (hereinafter referred to as "CIC"). It is intended to serve juveniles who need short-term supervision (in lieu of jail) until they can be returned to the physical custody of a parent or legal guardian.

B. The Center agrees to follow all applicable State and Federal laws, rules and regulations, and all amendments thereto as set forth by OJA and approved by its Board of Directors. This shall include but not be limited to all requirements and agreements set forth between the City and OJA under the original grant contract attached hereto as Exhibit "A".

C. The Center shall employ and supervise CIC employees to process and supervise youth brought to the CIC by law enforcement personnel. Pursuant to this Agreement, the Center, and its employees and/or agents, shall act as a transfer agent on behalf of the Norman Police Department for the juvenile being detained pursuant to this purpose.

D. The CIC agrees to follow and abide by all requirements, rules and regulations promulgated by the Office of Juvenile Affairs under the Contract between the City and the Office of Juvenile Affairs attached as Exhibit "A" and incorporated herein. The Center's responsibilities at a minimum shall be:

i. The CIC shall be open and operational 24 hours per day 7 days per week to receive juveniles taken into custody by law enforcement for curfew, truancy or other status offenses and other misdemeanor or felony offenses for whom secure detention is inappropriate or unavailable.
ii. A juvenile held at the CIC shall not be isolated from the common areas of the facility except for short-term protective holding because of combative or self-destructive behavior on the part of the juvenile.
iii. Enter demographic information into the management information system provided for in Section 7302-3.8 of Title 10, Oklahoma Statutes.
iv. Immediately notify the juveniles' parents, guardians, or responsible adults to pick up their juvenile.
v. Hold juveniles until they can be released to a parent, guardian, or responsible adult or until a temporary placement can be secured, but in no event for longer than twenty-four (24) hours.
vi. Provide such care and services as are required to obtain and maintain certification as a CIC.
vii. Gather information to determine if the juvenile is in need of immediate medical attention.
viii. Conduct an initial assessment pursuant to rules promulgated by OJA and as such rules may be amended from time to time.
ix. Fingerprint only those juveniles who are alleged to have committed offenses which would be felonies if committed by adults and remit all copies of fingerprints to the arresting agency.
x. Conduct an assessment pursuant to a Problem Behavior Inventory or a Mental Status Checklist, or by use of an assessment instrument authorized by rules promulgated by OJA, and under circumstances and conditions as are prescribed by such rules.
xi. Comply with the requirements of informational entry onto the JOLTS (Juvenile Online Tracking System) database as required by OJA.

3) PAYMENT AND ADMINISTRATIVE REQUIREMENTS

A. For and in consideration of the activities agreed to be performed herein by Center, the City agrees to administer the State Grant funds for the 2011-2010 fiscal year and upon a receipt of a verified claim form and documentation of expenditures, pay Center an amount not to exceed $238,644, upon receipt by the City from the Office of Juvenile Affairs for salary, fringe benefits, maintenance, operation, training, travel, equipment and other fees as set forth in the budget approved for this grant from OJA. This amount is subject to continuing availability of funds under State appropriations. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the City may terminate the contract or reduce the consideration upon thirty (30) days notice in writing to the Center. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

B. In a continuing partnership agreement to continue the Cleveland County Community Intervention Center, the City of Norman, Moore, Lexington and Noble have collectively agreed to contribute funds to meet the minimum requirements for matching funds. The City of Norman's portion of this contribution is $40,000. Upon receipt of a claim from the Crossroads Youth and Family Center, the City will pay the Center, not to exceed $40,000, to be used for the purposes stated within this contract. If this contract is terminated before the end of the fiscal year, the Center agrees to refund the City back on a pro rata monthly basis. This amount is in addition to the State grant funds stated above in paragraph 3 (A).

C. The Parties agree that the Center may not assign its interest in this Agreement without prior written consent of the City.

D. The Center, hereby promises, covenants and agrees to release, defend, indemnify, hold harmless and pay any judgments rendered against the City, its officers, agents and employees from and against any and all loss of or damage to property, or injury or death of any person or persons, and from any and against any and all claims, suits or damages recovered against the City arising out of the Center's services rendered under this contract.

E. The Center is responsible for maintaining sufficient books, records, ledgers and documentation for the purpose of inspection, monitoring, auditing and evaluating expenditures. Financial records should accurately account for the revenues and related expenditures per approved budget by OJA contract and by service type using accepted accounting procedures. In addition, the financial records should reflect the total income and expenditures of the agency from all sources. These records shall be made available to representatives of the City for inspection, audit and certification as deemed necessary. Fiscal and program records shall be maintained during the term of this contract and for a period of three (3) years following the termination of this contract, or three (3) years from the commencement of any action, whichever is later.

4) LEASE AGREEMENT – 1900 W. Robinson

A. The City of Norman is the owner of the property and improvements located at 1900 West Robinson, Norman, Cleveland County, Oklahoma, which property it has agreed to lease to the Cleveland County Youth and Family Center for the use and operation of the Community Intervention Center during the terms stated in section 1 of this contract. In no event shall this structure be used for any purpose other than those stated herein without the written consent of the City.

B. In consideration of the use, occupancy and possession of the above-described property by Center, Center agrees to pay the City the sum of One-dollar ($1.00) per year valuable consideration, payable in advance of, or within thirty (30) days of the approval of this Agreement. The remainder of the value of the lease shall be considered an in-kind donation toward the program.

C. Crossroads Youth and Family Center will be solely responsible for all maintenance, upkeep and utility costs for this dwelling. The Center shall notify the City of any hazard, danger or defect of the premises in writing.

D. Crossroads Youth and Family Center shall not assign this lease or sublet any portion of the property covered hereby without written consent of the City.

E. Crossroads Youth and Family Center agrees to return the leased premises to the City in substantially the same condition as existed at the commencement of this lease term, reasonable wear and tear excepted.

5) INSURANCE

The City agrees to maintain insurance on the building and attachments located at 1900 W. Robinson. Crossroads Youth and Family Center agrees to maintain insurance on the contents located within the building and hold the City harmless for any damage to said contents.

6) NO SEPARATE LEGAL ENTITY

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

7) DISPOSITION OF PROPERTY UPON TERMINATION

Any equipment or other tangible objects purchased with the funds provided by this Agreement shall be the property of the Office of Juvenile Affairs and shall be held and maintained by the City upon request, or the Center for the benefit of OJA. Upon termination, for whatever reason, OJA may demand the return of such equipment or materials.

8) SEVERABLE LIABILITY

This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

Both parties assume responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act.

Both parties herein, shall be exclusively liable for loss resulting from its torts of its employees acting within the scope of their employment subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. 1990 Supp., Sec. 151-171 therefore, neither party shall be liable for the acts or omissions of the other party.

9) MULTIPLE COUNTERPARTS

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

10) COMPLETE AGREEMENT

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

10) SEVERABILITY

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

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

APPROVED by the Council of the City of Norman this _____ day of July, 2011.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

APPROVED AS TO FORM:

Jeff Harley Bryant, City Attorney

APPROVED:

Lisa Winters, Executive Director,
Crossroads Youth and Family Center

ATTEST:

Notary Public

OFFICIAL SEAL
SHARON THOMPSON
Commission # 11002657
Expires March 21, 2015
NOTARY PUBLIC SEAL STATE OF OKLAHOMA

City of Norman, OK

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

Master

File Number: K-1112-14

File ID:	K-1112-14	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 36	**In Control:**	City Council
Department:	Fire Department	**Cost:**	$423,675.00	**File Created:**	07/14/2011
File Name:	K-1112-14 Kirkpatrick Architectural Studio			**Final Action:**	

Title: CONTRACT NO. K-1112-14: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND KIRKPATRICK ARCHITECTURAL STUDIO OF DENTON, TEXAS, IN THE AMOUNT OF $423,675 TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE DESIGN OF FIRE STATION NO. NINE LOCATED EAST OF THE INTERSECTION OF ALAMEDA STREET AND 24TH AVENUE N.E.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-14 in the amount of $423,675 with Kirkpatrick Architectural Studio; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 36

Attachments: Contract - Architect -station 9, Pert Excerpts Conf Minutes March 31 2009

Project Manager: James Fullingim, Fire Chief

Entered by: devra.smith@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1112-14

body

BACKGROUND: With the passage of the Public Safety Sales Tax, approved in May 2008, the City of Norman made a commitment to open two additional fire stations. As part of that commitment, the Norman Fire Department is seeking to acquire architectural services for the design of the second of the two stations. This station, Fire Station #9, will be located east of

the intersection of Alameda Street and 24th Avenue NE. The Fire Department, as with the recently completed Fire Station #8, is requesting that the new station be designed as a sustainable facility qualifying to receive a LEED certification on the project.

DISCUSSION: Prior to construction of Fire Station #8, the City of Norman advertised a Request for Proposal for architectural services for both Fire Stations #8 and #9, and received proposals from six architectural firms. The staff committee involved in the selection process included representatives from not only the Norman Fire Department but also the Planning, Utilities, and Public Works Departments. Staff developed a ranking worksheet specifically tailored to the needs of this project. The worksheet included points for fire station design experience, references from similar projects, LEED credentials, and site planning and layout among others. Once the rankings were completed, staff scheduled presentations and interviews with the three highest ranked firms.

Once the interview process was completed, the Kirkpatrick Architecture Studio, located in Denton, Texas, was unanimously ranked as best qualified. The Kirkpatrick Studio demonstrated a clear understanding of the special considerations needed in fire station design and has proven experience. Additionally, the firm has already successfully designed a LEED Gold level certified fire station in Denton, Texas.

Subsequent to the Kirkpatrick Architecture Studio's selection, the firm successfully designed the new Fire Station #8. All terms of their contract for Fire Station #8 were upheld. A representative from the Kirkpatrick Studio attended weekly meetings on site in order to ensure the project was built according to specifications. Their careful oversight of the construction resulted in no unanticipated change orders. In addition, LEED certification of the project is pending. The Fire Department is very pleased with the quality of work produced by the Kirkpatrick Architecture Studio.

Staff has negotiated with the Kirkpatrick Architecture Studio to provide their design services for Fire Station #9 at a cost of $299,625. The cost of the services is a flat fee allowing for cost control even if construction costs exceed projections. Though negotiated as a flat fee, $299,625 represents 7.12% of the $4,203,500 total budget that includes architectural services, construction costs, and land acquisition costs. The $299,625 fee covers design of the station, preparation of construction documents, assistance in the bidding process for a contractor, contractor selection recommendations, construction inspection and oversight, preparation of change orders, and administration of the construction contract. It does not include pre-design and schematic costs because those items were completed through the design process for Fire Station #8. However, this project design requires more than "site adapted" drawings as the proposed Station #9 will be designed to accommodate more personnel than Fire Station #8 and is proposed to allow for the inclusion of facilities for the Norman Police Department.

In addition to the design and construction oversight services, the proposed contract includes figures for enhanced commissioning in the amount of $63,000 and the LEED certification

process in the amount of $61,050. In a City Council Conference on March 31, 2009, background information was provided to Council regarding the architectural services for Fire Station No. 8 and it was the consensus of Council to include LEED certification on both new fire stations. Enhanced commissioning includes use of sustainable design practices as well as third party review of the new station. A third party commissioning agent will review the plans and the construction to ensure that the station is built to specifications - which provides another level of oversight. The Kirkpatrick Studio will hire and provide a third party commissioner. The Kirkpatrick Studio's services for Fire Station #8 included enhanced commissioning as part of the LEED certification process, and the Fire Department recommends proceeding with enhanced commissioning for Fire Station #9 and LEED certification to ensure maximum efficiency and reliability of the mechanical components of the facility. The proposed contract also includes LEED certification in the amount of $61,050. LEED is a third-party certification program and the nationally accepted benchmark for the design, construction and operation of high performance green buildings. LEED certification can be achieved on a variety of levels-for example, basic certification, silver, gold, and platinum. The $61,050 fee paid to the Kirkpatrick Studio is a flat fee and will not fluctuate with the level of LEED certification ultimately achieved. The $61,050 figure includes the cost of the LEED certification related required application, documentation and the necessary staff time to manage the application and documentation process.

Funds for the architect's services are in account 050-9377-419.62-01, Project #FT0003 (Fire Station #9) for Fiscal Year 2012.

RECOMMENDATION: It is recommended that the contract for services be awarded to Kirkpatrick Architecture Studio of Denton, Texas to design Fire Station #9 in the amount of $299,625 plus $63,000 for enhanced commissioning and LEED certification in the amount of $61,050 to manage the LEED certification process which brings the contract amount to $423,675.

DRAFT

AIA® Document B151™ - 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 8th day of July in the year 2011 (Two Thousand and Eleven)
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Norman
415 East Main
Norman, Oklahoma 73071

and the Architect:
(Name, address and other information)

James R. Kirkpatrick, Architect, Inc.
dba Kirkpatrick Architecture Studio
100 W. Mulberry Street
Denton, TX 76201

For the following Project:
(Include detailed description of Project)

A New Fire Station No. 9
East Alameda Street
Norman, Oklahoma 73071

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 DEFINITION

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

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§ 2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

§ 2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at a minimum of one time per week, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the

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Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- **.1** inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- **.2** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- **.3** due to changes required as a result of the Owner's failure to render decisions in a timely manner.

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§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

§ 3.4.10 Providing detailed estimates of Construction Cost.

§ 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.12 Providing analyses of owning and operating costs.

§ 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

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§ 3.4.14 Providing services for planning tenant or rental spaces.

§ 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

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§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- **.1** give written approval of an increase in such fixed limit;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 8.5; or
- **.4** cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the

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fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. However, if the Architect receives the contract for the second fire station to be built in Norman, the Owner and Architect agree to use the plans for the present fire station as much as possible in designing the second fire station in order to decrease the cost to the City of Norman and to minimize the duplication of work by the Architect.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be

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filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of

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the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

..1 fees paid for securing approval of authorities having jurisdiction over the Project;

..2 renderings, models and mock-ups requested by the Owner;

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.3 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
.4 reimbursable expenses as designated in Article 12;
.5 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES
§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES
Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

§ 10.5 PAYMENTS WITHHELD
No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION
The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of NA ($ -0-) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 11.2 BASIC COMPENSATION
§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:
(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Basis of Compensation shall be a fixed fee per the stipulated sums as follows:

A. Basic Services Compensation shall be	$299,625.00
B. Enhance Sustainable Design and Commissioning	$63,000.00
C. Services for LEED Certification (Services required in addition to item B. above)	$61,050.00

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	Zero	percent (	0	%)
Design Development Phase:	Twenty	percent (	20	%)
Construction Documents Phase:	Fifty	percent (	50	%)
Bidding or Negotiation Phase:	Five	percent (	5	%)

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Total Basic Compensation	one hundred	percent (	100 %)

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

$25,000.00

§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

James R. Kirkpatrick – One Hundred Fifty $150.00
David Robinson – One Hundred Twenty-Five $125.00
Michael Howard – One Hundred Twenty-Five $125.00
Staff Personal – Seventy Five$75.00

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of One and one-tenth (1.10) times the amounts billed to the Architect for such services.
(Identify specific types of consultants in Article 12, if required.)

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of One and one-tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within Twenty-four (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

§ 11.5.2 Payments are due and payable Fifteen (15) days from the date of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

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ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

1. Topographical Site Survey
2. Sub-Surface Soils Investigation-Direct Cost
3. Sub-Surface Geothermal-Investigation
4. Platting and Zoning-Direct Cost
5. Material Testing
6. Reproduction of bid documents

This Agreement entered into as of the day and year first written above.

OWNER City of Norman

(Signature)

(Printed name and title)

ARCHITECT Kirkpatrick Architecture Studio

(Signature)

James R. Kirkpatrick, President

(Printed name and title)

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circulation problems due to the location of the drive in the facility and asked the City to develop a solution to the problem. Staff met with TFCU on-site to discuss possible solutions and the exit drive at the southeast corner is proposed to be offset from the intersection to eliminate cars stopped to exit TFCU from blocking incoming traffic. TFCU concurs with this solution and Change Order No. One will address the modifications.

Items submitted for the record

1. Memorandum dated March 4, 2009, from Lonnie Ferguson, Capital Projects Engineer, to Honorable Mayor and Councilmembers
2. Location map
3. Change Order No. One to Contract No. K-0809-105

ARCHITECTURAL SERVICES FOR THE NEW NORTHWEST FIRE STATION INCLUDING POSSIBLE ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION.

Fire Chief James Fullingim provided background information regarding the Public Safety Sales Tax commitment to construct two new fire stations. He said the Norman Fire Department issued request for proposals seeking architectural services for the design of the first of two new stations and, as part of Norman's adopted goals relative to sustainability, explored possible LEED certification. He said Staff received proposals from six firms and chose the top three firms for interviews. He said the applicants were interviewed and ranked by a panel of Staff members from the Fire, Public Works, Planning, and Utilities Departments. The Review Committee ranked and determined Kirkpatrick Architecture Studios to be the best firm to design the project. Kirkpatrick Architecture Studios has experience with fire station design and LEED certification. Chief Fullingim said the contract includes design of the station; preparation of construction documents; assistance in the bidding process for the contractor; construction inspection and oversight; preparation of change orders if needed; and administration of the construction contract, which Staff negotiated at a cost of $193,750. He said the cost of the services is a flat fee allowing for cost control even if construction and land acquisition costs exceeded projections.

Chief Fullingim said if Council desires to LEED certify the new station, which will be the City's first LEED facility, the architect services will require an additional $74,520 to complete the additional work for an overall contract amount of $268,270. He said LEED is a third party certification program and the nationally associated benchmark for the design, construction, and operation of a high performance green building. He said LEED gives the building owner and operators the tools they need to have an immediate and measurable impact on the building's performance and LEED promotes a whole building approach to sustainability by recognizing performance in key areas in human and environmental health; such as sustainable site development, water savings, energy efficiency, material selection, and indoor environmental quality. Chief Fullingim said the LEED certification process requires a third party commissioning agent to ensure the station and all of its systems are planned, designed, installed, tested, operated, and maintained to meet LEED goals. The additional $74,520 would be a pass through cost to hire the third party commissioning agent. He said some of the benefits of building a LEED certified fire station include improved energy efficiency and water savings, decreased impact on the environment, and improved health and productivity of firefighters and Staff. He said Kirkpatrick Architecture Studios completed the architectural services for the design of a fire station in Denton, Texas, which was one of the two gold certified fire stations in the country. He said the City of Denton, when choosing to LEED certify their newest fire station, considered enhanced productivity and health as a benefit and believed a healthy environment would enhance the health and well being of the crews who live and work there 24 hours a day. He said the occupants of the facility were also happy with the functionality of the building.

Councilmember Cubberley asked what the difference in cost was to construct a LEED certified building versus not LEED certified. Chief Fullingim said the increased cost ranges between 3% and 4%. Mr. Jim Kirkpatrick, Kirkpatrick Architecture Studios, said today it is pretty much industry standard and can almost be built for the same construction dollars. He said the increase is in the certification process due to the amount of documentation required for the LEED certification and it averages between 1% and 4% of the construction cost. Mayor Rosenthal asked whether the station could be LEED certified and still stay within the budget and Chief Fullingim felt that would not be a problem. It was the consensus of Council to move forward with the contract with Kirkpatrick Architecture Studios and include the LEED certification as part of the contract. The contract will be submitted for Council's consideration at its meeting on April 14, 2009.

Items submitted for the record

1. Memorandum dated March 23, 2009, from James Fullingim, Fire Chief, to Honorable Mayor and City Council
2. PowerPoint presentation entitled, "Contract No. K-0809-114, Contract for Architectural Services" dated March 31, 2009
3. Cost of Green Revisited, Reexamining Feasibility and Cost Impact of Sustainable Design in Light of Increased Market Adoption by Davis Langdon

PROPOSED ANIMAL WELFARE ORDINANCE CHANGES REGARDING ANNUAL INSPECTIONS OF LICENSED KENNELS; DISPLAY OF TAGS; ANIMAL WELFARE GROUP EVENTS; INADEQUATE VENTILATION OF SHELTER IN EXTREME TEMPERATURES; NUMBER OF CATS AND DOGS ALLOWED PER RESIDENCE; THE SALE OF DOGS AND CATS; KENNEL LICENSE FEES; ENFORCEMENT PROCEDURES; AND DEPOSIT OF PET WASTE.

Major Jim Maisano said the proposed animal welfare ordinance changes are the culmination of a year long review and study by the Animal Oversight Committee and Animal Welfare Staff. The results of that study were submitted to City Council in its Study Session on October 21, 2008. Following that Study Session, three additional public meetings were held with local veterinarians, animal welfare groups, and citizens to receive additional input. Major Maisano said tonight's presentation will include recommendations from the Animal Welfare Oversight Committee, Animal Welfare Staff, and input received at the three public meetings. He said all of the ordinance changes are supported by Second Chance Animal Sanctuary, Citizens Humane Commission, Animal Volunteer Alliance, and the Fix-a-Cat Program.

Major Maisano highlighted the proposed changes as follows:

- All references to Animal Control in Chapter 3 of the Code of Ordinances will be changed to Animal Welfare
- Provision to allow the Animal Welfare Supervisor and officers to inspect any structure or place licensed with a Kennel License
- Prohibits leaving an animal in any standing or parked vehicle without providing adequate ventilation or be exposed to extreme temperature while confined in a vehicle
- Restricts cats from running at large, unless the cat is altered and has a collar with a valid City pet license attached
- The number of dogs and/or cats allowed will be modified to classify the animals into two categories, altered and unaltered
- Limits the number of dogs and cats allowed to two dogs and three cats if <u>any</u> animal in the household is unaltered or four dogs and five cats if all animals in the household are altered
- Prohibits the sale of dogs or cats except for property owned or rented by the seller or buyer or the property is a pet shop, animal shelter, or is licensed for the breeding or sale of animals and in compliance with all City of Norman zoning and licensing regulations

City of Norman, OK

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

Master

File Number: GID-1112-08

File ID:	GID-1112-08	**Type:**	Award	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 37	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$54,725.78	**File Created:**	07/12/2011
File Name:	WCC Court Order Rodney Burton			**Final Action:**	

Title:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $54,725.78 REGARDING RODNEY BURTON VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-10900 F.

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 $54,725.78 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 37

Attachments: Attachment 1 - Court Award, Attachment 2 - Table, Attachment 3 Reqs

Project Manager: Blaine Nice, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1112-08

Body

BACKGROUND: Rodney Burton is a Maintenance Worker I with the Line Maintenance Division of Public Works who was hired on August 18, 2008. On September 22, 2010, he filed workers compensation claim WCC 2010-10900 F claiming injury to his left shoulder, left hand, left elbow, right ribs, body, and consequential depression. The case proceeded

through the normal litigation process and a trial was held on July 6, 2011. The Court Order is being presented to City Council at this time. It is recommended that this Order be accepted.

DISCUSSION: Nature of Claim. Mr. Burton was hired by City of Norman on August 28, 2008 as a Maintenance Worker I in the Line Maintenance Division of Public Works. On May 28, 2010, he alleges multiple injuries when he was yanked by a pressure hose causing injury to his left shoulder, left elbow, right ribs, and consequential depression.

Issues for Trial. There is no question that Mr. Burton was injured on the job. The only issue presented at trial was the issue of nature and extent of his injuries. Nature and extent is determined by the trial judge based on the claimant's testimony and expert medical evidence. The claimant also requested a portion of Award be commuted to a lump sum due to economic hardship. The Workers' Compensation Court Judge is free to accept either doctors' opinion or find anywhere within the range of competent medical evidence presented. Permanent Partial Disability ("PPD") is a factual determination made by the Workers' Compensation Court trial judge based upon the evaluating doctors' opinions regarding the extent of permanent partial impairment.

On March 2, 2011, Mr. Burton was evaluated by Dr. Hugh G. McClure, who opined 44% PPD to the left shoulder and 5% PPD to the right ribcage, or a total of 49% PPD. This rating equates to $83,790 PPD. On May 16, 2011, Mr. Burton was evaluated by the City's doctor, Dr. LeRoy Young, who opined 6% PPD to the left shoulder only. This rating equates to $10,260. The 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. Burton for his injury is $83,790.

Court Award. This case was heard by the Workers' Compensation Court on July 6, 2011. After hearing the Claimant's testimony and considering the expert medical evidence, the Court opined that Claimant sustained 29% PPD to the left shoulder and 2% PPD to the right ribcage. The Court's findings are set out in Paragraph No. 3 of the Order, as follows (*see* Attachment No. 1):

"THAT as a result of said injury, claimant sustained 29 percent permanent partial disability to the WHOLE MAN LEFT SHOULDER (SURGERY - ARTHROSCOPIC - ACROMIOPLASTY - DISTAL CLAVICLE RESECTION - EXTENSIVE DEBRIDEMENT INCLUDING SLAP 1 LESION - PARTIAL TEAR BURSAL SIDED SUPRASPINATUS - LOSS OF SENSATION & DYSTHESIA - LOSS OF MUSCLE STRENGTH), 2 percent permanent partial disability to the WHOLE MAN RIGHT RIBS (CONTUSION - INHIBITS COUGHING), 0 percent permanent partial disability to the WHOLE MAN PSYCHOLOGICAL OVERLAY, 0 percent permanent partial disability to the LEFT ARM, and 0 percent permanent partial disability to the LEFT HAND, for which claimant is entitled to compensation for 155 weeks at $342.00 per week, or the total amount of $53,010.00 of which 23 weeks have accrued and shall be paid in a lump sum of $7,866.00"

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. Burton's weekly wage PPD rate is $342. In this instance, a portion of the award has accrued and an additional four weeks will accrue for the processing and placing on the Council Agenda.

Further, the Court commuted $5,000 of the Award to be paid in a lump sum as set out in Paragraph No. 6:

"THAT it would be to the best interests of claimant that $5,000 of the award entered in this case be commuted to a lump sum."

The Court also ordered that Mr. Burton be provided with continuing medical maintenance as set out in Paragraph No. 4:

"THAT respondent or insurance carrier shall furnish claimant with continuing medical maintenance to include an evaluation and prescription medication, as recommended for this injury, pursuant to the Physicians Advisory Committee Guidelines with Dr. Munneke, with annual review upon application of the parties."

If approved by Council, Mr. Burton and his attorney will be paid the accrued lump sum amounts, including the commute amount, and attorney's fee. (*See* Attachment No. 2)

The City will incur additional costs and Workers' Compensation filing fees in the total amount of $1,597.78 as set out in Paragraph Nos. 8 and 9 of the Order, plus Cleveland County filing fee of $118. (*See* Attachment No. 2)

The total cost of this Order to $54,725.78.

RECOMMENDATION: The issue tried on July 6, 2011 was the nature and extent of Mr. Burton's injuries. The Award is within the medical evidence submitted in that it is slightly higher than one-half the difference between the medical evaluations. It is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined in Attachment No. 2. 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.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
July 8, 2011
Robert L. Tharp
COURT CLERK

In re claim of:

RODNEY BURTON Claimant	)	Court Number: 2010-10900F
CITY OF NORMAN Respondent	)	Claimant's Social Security Number: 441-70-8001
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	

ORDER DETERMINING COMPENSABILITY AND AWARDING PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 6th day of JULY, 2011, this cause came on for consideration pursuant to regular assignment and hearing on JULY 5, 2011, before JUDGE WILLIAM R FOSTER, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, WILLIAM C. DOTY JR and respondent and insurance carrier appeared by counsel, R BLAINE NICE.

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 MAY 28, 2010, 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, RIGHT RIBS, PSYCHOLOGICAL OVERLAY (DEPRESSION), LEFT ARM, and LEFT HAND 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 $342.00 per week for permanent partial disability.

-3 -

THAT as a result of said injury, claimant sustained 29 percent permanent partial disability to the WHOLE MAN LEFT SHOULDER (SURGERY - ARTHROSCOPIC - ACROMIOPLASTY - DISTAL CLAVICLE RESECTION - EXTENSIVE DEBRIDEMENT INCLUDING SLAP 1 LESION - PARTIAL TEAR BURSAL SIDED SUPRASPINATUS - LOSS OF SENSATION & DYSTHESIA - LOSS OF MUSCLE STRENGTH), 2 percent permanent partial disability to the WHOLE MAN RIGHT RIBS (CONTUSION - INHIBITS COUGHING), 0 percent permanent partial disability to the WHOLE MAN PSYCHOLOGICAL OVERLAY, 0 percent permanent partial disability to the LEFT ARM, and 0 percent permanent partial disability to the LEFT HAND, for which claimant is entitled to compensation for 155 weeks at $342.00 per week, or the total amount of $53,010.00 of which 23 weeks have accrued and shall be paid in a lump sum of $7,866.00.

- 4 -

THAT respondent or insurance carrier shall furnish claimant with continuing medical maintenance to include an evaluation and prescription medication, as recommended for this injury, pursuant to the Physicians Advisory Committee Guidelines with Dr. Munneke, with annual review upon application of the parties.

- 5 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

- 6 -

THAT it would be to the best interests of claimant that $5,000.00 of the award entered in this case be commuted to a lump sum.

- 7 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award of $7,866.00 and the $5,000.00 commutation herein in a lump sum of $12,866.00 and pay the balance of said award at the rate of $342.00 per week until the total award of $53,010.00 (less attorney fee) has been paid to claimant.

- 8 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $397.58, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $1,060.20 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 9 -

THAT pursuant to Title 85 O.S. Section 93, a final award fee of one hundred forty dollars ($140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 10 -

THAT the sum of $10,602.00 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/

WILLIAM R FOSTER, JUDGE

mw/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: R BLAINE NICE
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
July 8, 2011

Rodney Burton v. City of Norman
WCC- 2010-10900 F
Attachment No. 2

DESCRIPTION	AMOUNT
PPD (29% Left Shoulder)	$ 49,590
PPD (2% Right Ribs)	$ 3,420
	$ 53,010
Total Award	
Lump Sum Payment:	
Accrued 23 weeks @ $342/week (per Order)	$ 7,866
Add'l 4 weeks City Council/Finance Processing	$ 1,368
Commute	$ 5,000
Total Lump Sum to Claimant	**$14.234**
Attorney's Fee (per Order)	$10,602
Total Lump Sum to Claimant & Attorney	**$24,836**
Balance to be paid in weekly payments until Paid	**$28,174**

The balance of the Order, $28,174 will be paid in weekly payments of $342/week until paid in full. Payments begin the week of August 8, 2011 through approximately March 8, 2013

Also, as noted, in Paragraph Nos. 8 & 9 of the Order, the City will incur additional costs, fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	$1,060.20
Special Occupational Health & Safety Fund Tax	$ 397.58
Filing Fee (Workers' Comp Court)	$ 140.00
Filing Fee (Cleveland County District Court)	$ 118.00
Total costs & fees to the City of Norman	**$1,715.78**

The total cost of this Order to the City would be $54,725.78.

PURCHASE REQUISITION NBR: 0000188388

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP COURT AWARD

REQUISITION BY: DJOHNSON

DATE: 7/12/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: RODNEY BURTON & BELL LAW FIRM

DELIVER BY DATE: 7/27/11

1	WORKERS COMP COURT AWARD BURTON V CON; WCC 2010-10900 F (L. SHLD, RIBS); CO NTINGENT UPON COUNCIL APPROVAL ON 7-26-11; MAKE CH ECK PAYABLE TO RODNEY BURTON & BELL LAW FIRM; SEPA RATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	24836.0000	24836.00

REQUISITION TOTAL: 24836.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	24836.00
					24836.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO RODNEY BURTON AND BELL LAW F
IRM; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000188990

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP ADMIN TAX FUND

DATE: 7/12/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION

DELIVER BY DATE: 7/27/11

1	WORKERS COMP ADMIN TAX FUND BURTON V. CON; 2010-10900 F; (L. SHOULDER, RIBS); CONTINGENT UPON COUNCIL APPROVAL ON 7-26-11; SEPAR ATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	1060.2000	1060.20	2267

REQUISITION TOTAL: 1060.20

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	1060.20
					1060.20

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000188991

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP SPEC OCC & HEALTH TAX FUND

DATE: 7/12/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN

DELIVER BY DATE: 7/27/11

1	WORKERS COMP SPEC OCC & HEALTH TAX FUND BURTON V. CON; WCC 2010-10900 F (LEFT SHLD, RIBS); CONTINGENT UPON COUNCIL APPROVAL ON 7-26-11; SEPA RATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	397.5800	397.58	1950

REQUISITION TOTAL: 397.58

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	397.58
					397.58

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000188992

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP FILING FEE

DATE: 7/12/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT

DELIVER BY DATE: 7/27/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP FILING FEE BURTON V. CON; WCC 2010-10900 F (LEFT SHLD, RIBS); CONTINGENT UPON COUNCIL APPROVAL ON 7-26-11; SEPA RATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	140.0000	140.00	434

REQUISITION TOTAL: 140.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	0433002415470 4	Miscellaneous Services Other Filing Fees		100.00	140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000183993

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE

DATE: 7/12/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK

DELIVER BY DATE: 7/27/11

1	WORKERS COMP CLEVELAND COUNTY FILING FEE 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	04330024154703	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 of Norman, OK

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

Master

File Number: GID-1112-09

File ID:	GID-1112-09	**Type:**	Settlement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 38	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$39,819.58	**File Created:**	07/15/2011
File Name:	WCC Harold Glover			**Final Action:**	

Title:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $39,819.58 REGARDING HAROLD D. GLOVER VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2011-00538 R.

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 $39,819.58 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 38

Attachments: Attachment 1 - Order, Attachment 2 - Cost Breakdown, Purchase Requisitions - Glover

Project Manager: Blaine Nice, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1112-09

Body

BACKGROUND: Harold Glover was a Fire Captain with the Norman Fire Department. He was hired on September 5, 1975 and had been employed with the City for approximately 34 years when he retired on June 20, 2010. Mr. Glover filed Workers' Compensation Claim WCC 2011-00538 R on January 18, 2011 alleging cumulative hearing loss. The case

proceeded through the normal litigation process and a trial was held on June 27, 2011 with a decision entered on July 5, 2011. The Court Order is being presented to City Council at this time. It is recommended that this Order be accepted.

DISCUSSION:

Nature of Claim. Mr. Glover was hired by City of Norman on September 5, 1975 as a Firefighter with the City of Norman Fire Department. During the course of his employment, he was promoted to Fire Driver Engineer on January 2, 1981 and finally as Fire Captain on August 1, 1986. He retired on June 20, 2010 as a Fire Captain. On January 18, 2011, Mr. Glover filed this Workers' Compensation Claim for hearing loss in both ears due to cumulative trauma during his employment. The claim also alleges consequential depression.

Issues for Trial. There is no question that Mr. Glover suffered hearing loss on the job. The issues presented at trial were the issues of nature and extent of his hearing loss, a determination whether there is consequential depression, and continuing medical maintenance. Nature and extent is determined by the trial judge based on the claimant's testimony and expert medical evidence. The claimant also requested a portion of Award be commuted to a lump sum due to economic hardship. The Workers' Compensation Court Judge is free to accept either doctors' opinion or find anywhere within the range of competent medical evidence presented. Permanent Partial Disability ("PPD") is a factual determination made by the Workers' Compensation Court trial judge based upon the evaluating doctors' opinions regarding the extent of permanent partial impairment.

On December 20, 2010, Mr. Glover was evaluated by Dr. Stephen Wilson, who opined 41.6% PPD to his binaural hearing and 5% PPD to tinnitus, or a total of 46.6% PPD. This rating equates to $55,207.02 PPD. On March 21, 2011, Mr. Glover was evaluated by the City's doctor, Dr. Kent Hensley, who opined 20% PPD to his binaural hearing and no tinnitus. This rating equates to $21,318. Neither doctor attributed any rating to consequential depression. The 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. Glover for his injury is $55,207.02.

Court Award. This case was heard by the Workers' Compensation Court on June 27, 2011. After hearing the Claimant's testimony and considering the expert medical evidence, the Court entered its Order on July 5, 2011. The Court opined that Claimant sustained 30% PPD to the binaural hearing system and 2.5% PPD to tinnitus. The Court's findings are set out in Paragraph No. 3 of the Order, as follows (*see* Attachment No. 1):

"THAT as a result of said injury, claimant sustained 30 percent LOSS OF HEARING TO THE RIGHT EAR and 30 percent LOSS OF HEARING TO THE LEFT EAR, for a DINAURAL HEARING LOSS OF 30 percent and 2.5 percent permanent partial disability due to TINNITUS, for which claimant is entitled to compensation for 107.25 weeks at $359.00 per week, or the total amount of $38,502.75 of which 28 weeks have accrued and shall be paid in a

lump sum of $10,052.00"

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. Glover's weekly wage PPD rate is $359. In this instance, a portion of the award has accrued and an additional four weeks will accrue for processing and placing on the Council Agenda.

Further, the Court commuted $9,625.69 of the Award to be paid in a lump sum as set out in Paragraph No. 4:

"THAT, for good cause shown, a portion of claimant's award herein is commuted to a lump sum in the amount of $9,625.69."

The Court also ordered that Mr. Glover be provided with continuing medical maintenance as set out in Paragraph No. 5:

"THAT respondent shall provide the claimant with reasonable and necessary continuing medical maintenance for HEARING AIDS until further order of the Court. The Court reserves the right to modify or terminate this benefit upon application of either party.

If approved by Council, Mr. Glover and his attorney will be paid the accrued lump sum amounts, including the commute amount, and attorney's fee. (*See* Attachment No. 2)

The City will incur additional costs and Workers' Compensation filing fees in the total amount of $1,198.83 as set out in Paragraph Nos. 7 and 8 of the Order, plus Cleveland County filing fee of $118. (*See* Attachment No. 2)

The total cost of this Order to $39,819.58.

RECOMMENDATION: The issues tried on June 27, 2011 were the nature and extent of Mr. Glover's injuries, consequential depression, if any, and continuing medical maintenance. The Award is within the medical evidence submitted in that it is slightly lower than one-half the difference between the medical evaluations. In light of the years of service to the City, It is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined in Attachment No. 2. 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.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

In re claim of:

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
July 13, 2011
Robert L. Tharp
COURT CLERK

HAROLD D GLOVER Claimant	)	Court Number: 2011-00538R
NORMAN FIRE DEPARTMENT Respondent	)	
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	Claimant's Social Security Number: 455-02-3085

ORDER AWARDING THE NATURE AND EXTENT OF PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 5th day of JULY, 2011, this cause came on for consideration pursuant to regular assignment and hearing on JUNE 27, 2011, before JUDGE MICHAEL J HARKEY, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, RICHARD A BELL and respondent and insurance carrier appeared by counsel, R BLAINE NICE.

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 the claimant has been employed by the respondent, and that such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; that on JUNE 29, 2010 the claimant became aware he had sustained an accidental personal injury arising out of and in the course of said employment consisting of LOSS OF HEARING due to repeated trauma to the EARS from continued exposure to loud noise over a prolonged period. Claimant's last exposure to said noise prior to the filing of this claim was on or about JUNE 29, 2010.

- 2 -

THAT at the time of injury, claimant's wages were sufficient to establish the rates of compensation at $717.00 per week for temporary total disability and $359.00 per week for permanent partial disability.

- 3 -

THAT as a result of said injury, claimant sustained 30 percent LOSS OF HEARING TO THE RIGHT EAR and 30 percent LOSS OF HEARING TO THE LEFT EAR, for a BINAURAL HEARING LOSS OF 30 percent and 2.5 percent permanent partial disability due to TINNITUS, for which claimant is entitled to compensation for 107.25 weeks at $359.00 per week, or the total amount of $38,502.75 of which 28 weeks have accrued and shall be paid in a lump sum of $10,052.00.

- 4 -

THAT, for good cause shown, a portion of claimant's award herein is commuted to a lump sum in the amount of $9,625.69.

- 5 -

THAT the respondent shall provide the claimant with reasonable and necessary continuing medical maintenance for HEARING AIDS until further order of the Court. The Court reserves the right to modify or terminate this benefit upon application of either party.

- 6 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $10,052.00 AND the amount commuted ($9,625.69) and pay the balance of said award at the rate of $359.00 per week until the total award of $38,502.75 (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 $288.77, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $770.06 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 final award fee of one hundred forty dollars ($140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 9 -

THAT the sum of $7,700.55 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within 20 days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/S/ Michael J. Harkey

MICHAEL J HARKEY, JUDGE

pg/KAmos

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: R BLAINE NICE
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
July 13, 2011

Harold D. Glover v. City of Norman
WCC- 2011-00538 R
Attachment No. 2

DESCRIPTION	AMOUNT
PPD (30% Binaural Hearing)	$ 35,541.00
PPD (2.5% tinnitus)	$ 2,961.75
Total Award	**$ 38,502.75**
Lump Sum Payment:	
Accrued 28 weeks @ $359/week (per Order)	$ 10,052.00
Add'l 4 weeks City Council/Finance Processing	$ 1,436.00
Commute	$ 9,625.69
Total Lump Sum to Claimant	**$ 21,113.69**
Attorney's Fee (per Order)	$ 7,700.55
Total Lump Sum to Claimant & Attorney	**$28,814.24**
Balance to be paid in weekly payments until Paid	**$ 9,688.51**

The balance of the Order, $9,688.51, will be paid in weekly payments of $359/week until paid in full. Payments begin the week of August 8, 2011 through approximately February 13, 2012.

Also, as noted, in Paragraph Nos. 7 & 8 of the Order, the City will incur additional costs, fee and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	$ 770.06
Special Occupational Health & Safety Fund Tax	$ 288.77
Filing Fee (Workers' Comp Court)	$ 140.00
Filing Fee (Cleveland County District Court)	$ 118.00
Total costs & fees to the City of Norman	**$1,316.83**

The total cost of this Order to the City would be $39,819.58.

PURCHASE REQUISITION NBR: 0000189132

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP AWARD

DATE: 7/14/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: HAROLD D. GLOVER & RICHARD A.

DELIVER BY DATE: 7/27/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP AWARD GLOVER V. CON; WCC 2011-00538R (HEARING); CONTINGENT UPON COUNCIL APPROVAL ON 7-27-11; MAKE CHECK PAYABLE TO HAROLD D. GLOVER AND RICHARD A. BELL IN THE AMOUNT OF $28,814.24. SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	28814.2400	28814.24	

REQUISITION TOTAL: 28814.24

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	28814.24
					28814.24

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO HAROLD D. GLOVER AND RICHARD A. BELL; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000189133

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP ADMIN TAX FUND

DATE: 7/14/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION

DELIVER BY DATE: 7/27/11

1	WORKERS COMP ADMIN TAX FUND GLOVER V. CON; WCC 2011-00538R (HEARING); CONTINGE NT ON COUNCIL APPROVAL ON 7-26-11. SEPARATE CHECK ; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	770.0600	770.06	2267

REQUISITION TOTAL: 770.06

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	770.06
					770.06

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000189134

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP SPEC OCC & HEALTH TAX FUND

DATE: 7/14/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN

DELIVER BY DATE: 7/27/11

1	WORKERS COMP SPEC OCCU & HEALTH TAX FUND GLOVER V. CON; WCC 2011-00538 R (HEARING) CONTINGE NT UPON COUNCIL APPROVAL ON 7-26-11; SEPARATE CHEC K; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	288.7700	288.77	1950

REQUISITION TOTAL: 288.77

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	288.77
					288.77

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000189135

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP FILING FEE

DATE: 7/14/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT

DELIVER BY DATE: 7/27/11

1	WORKERS COMP FILING FEE GLOVER V. CON; WCC 2011-00538R (HEARING) CONTINGEN T UPON COUNCIL APPPOVAL ON 7-26-11; 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	04330024154704	Miscellaneous Services Other Filing Fees		100.00	140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000189137

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE

DATE: 7/14/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK

DELIVER BY DATE: 7/27/11

1	WORKERS COMP CLEVELAND COUNTY FILING FEE 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	04330024154703	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 of Norman, OK

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

Master

File Number: GID-1112-10

File ID:	GID-1112-10	**Type:**	Settlement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 39	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$46,367.06	**File Created:**	07/18/2011
File Name:	WCC Court Order James Scott			**Final Action:**	

Title:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $46,367.06 REGARDING JAMES SCOTT VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-07704 R.

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 $46,367.06 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 39

Attachments: Court Order, Attachment 2 - payments, Purchase Requisitions

Project Manager: Blaine Nice, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1112-10

Body

BACKGROUND: James Scott is a Maintenance Worker II in the Streets Division of the Public Works Department who was hired by the City of Norman on November 24, 1997. He filed Workers' Compensation Case WCC 2010-07704 R on July 9, 2010, for injuries received when he was rear-ended March 18, 2010 while operating a street sweeper. The case has proceeded through the normal litigation process and the Court Order is being presented to City

Council at this time. It is recommended that this Order be accepted.

DISCUSSION: Worker in the Street Maintenance Division of the Public Works Department. On March 18, 2010 he was operating a Street Sweeper on Flood Avenue near Topeka Drive when he was rear-ended by a vehicle. He was taken to Norman Regional Health Care' Emergency Room. Mr. Scott sustained neck, back and left shoulder injuries as a result of that accident. The left shoulder injury required surgery which was done on January 5, 2011. Mr. Scott filed this Workers' Compensation Claim for these injuries.

Issues for Trial. There is no question that Mr. Scott suffered an on the job injury. The issue presented at trial was the nature and extent of his injuries. Nature and extent is 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. Permanent Partial Disability ("PPD") is a factual determination made by the Workers' Compensation Court trial judge based upon the evaluating doctors' opinions regarding the extent of permanent partial impairment.

On May 12, 2011, Mr. Scott was evaluated by Dr. Stephen Wilson, who opined 42.6% PPD (29.1% to the left shoulder and 13.5% to the cervical spine). This rating equates to $76,467 PPD. On June 9, 2011, Mr. Scott was evaluated by the City's doctor, Dr. Kent Hensley, who opined 8% PPD (8% to the left shoulder and 0% to the cervical spine). This rating equates to $14,360. The 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. Scott for his injury is $76,467.

Court Award. This case was heard by the Workers' Compensation Court on July 12, 2011. After hearing the Claimant's testimony and considering the expert medical evidence, the Court entered its Order on July 14, 2011 opining that the Claimant sustained 3% PPD to the Cervical Spine and 22% PPD to the left shoulder. The Court's findings are set out in Paragraph No. 3 of the Order, as follows (*see* Attachment No. 1):

"THAT as a result of said injury, claimant sustained 3 percent permanent partial disability to the CERVICAL SPINE (permanent anatomical abnormality, loss of range of motion) and 22 percent permanent partial disability to the LEFT SHOULDER (Surgery), for which claimant is entitled to compensation for 125 weeks at $359 per week, or the total amount of $44,875.00 of which 16 weeks have accrued and shall be paid in a lump sum of $5,744.00"

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. Scott's weekly wage PPD rate is $359. In this instance, a portion of the award has accrued and an additional three weeks will accrue for processing and placing on the Council Agenda.

If approved by Council, Mr. Scott and his attorney will be paid the accrued lump sum amount and attorney's fee. (*See* Attachment No. 2)

The City will incur additional costs and Workers' Compensation filing fees in the total amount of $1,374.06 as set out in Paragraph Nos. 6 and 7 of the Order, plus Cleveland County filing fee of $118. (*See* Attachment No. 2)

The total cost of this Order to $46,367.06.

City Subrogation Rights under the Workers' Compensation Act. When a City employee seeks recovery for on-the-job injuries caused by the negligence of a third party, the City's subrogation rights are protected by 85 O.S. §44. If the employer pays benefits under the Workers' Compensation Act, then the City has a right of recovery to the extent of the benefits paid. This is particularly applicable when the recovery from the negligent third party *exceeds* the amount the injured employee may be entitled to under the Workers Compensation Act. *Prettyman v. Halliburton,* 1992 OK 63, 841 P.2d 573. The statute then provides some guidance on how the subrogated employer and successful plaintiff employee are to share in the costs and attorneys fees incurred to pursue the third party claim. That proportionate share may be established by agreement or by the Court under 85 O.S. §44. Under the statute, the proportionate share is established by the ratio between the amount of compensation paid by the employer and the amount of recovery.

However, if the employee settles a claim against a third party in an amount that is *less* than what the injured employee may be entitled to under the Workers Compensation Act, there is a line of cases that indicates apportionment of monies recovered from a negligent third party between a successful plaintiff employee and a subrogating employer is left to the discretion of the District Court having jurisdiction over the third party action. *Kendrick v. Federal Express,* 1993 OK CIV APP 147; 868 P. 2d 748; *Tipton v. Okla. Property & Cas. Guaranty Asso.,* 859 P. 2d 527 (Okla. App. 1993); *Nichols RV World v. Crandall*, 2003 Ok CIV APP 96; 79 P.3d 1131. Just as the City may have an opportunity for reimbursement from funds collected against a negligent third party, the City also must bear a proportionate share of the costs and attorneys fees expended to effectuate the recovery. This is also left to the discretion of the District Court.

Additionally, once the subrogation issue is resolved, then the employer may still be liable for any deficiency between what the employee actually collected against the negligent third party and the amount of compensation provided or estimated under the Workers' Compensation Act. *Caffey v. Soloray & Travelers Ins. Co.*, 2002 OK 82, 57 P. 2d 870.

RECOMMENDATION: The issue tried on July 12, 2011 was the nature and extent of Mr. Scott's injuries. The Award is within the medical evidence submitted in that it is just slightly lower than one-half the difference between the medical evaluations. In light of the fact Mr. Scott had surgery on the left shoulder, it is not anticipated a more favorable ruling for the City

could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined in Attachment No. 2. 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.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
July 14, 2011
Robert L. Tharp
COURT CLERK

In re claim of:

JAMES SCOTT Claimant	)	Court Number: 2010-07704R
CITY OF NORMAN Respondent	)	Claimant's Social Security Number: 440-70-5070
CITY OF NORMAN (OWN RISK #10970) Ins. Carrier	)	

ORDER AWARDING THE NATURE AND EXTENT OF PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 12th day of JULY, 2011, this cause came on for consideration pursuant to regular assignment and hearing on JULY 12, 2011, before JUDGE MICHAEL J HARKEY, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, JIM LOFTIS and respondent and insurance carrier appeared by counsel, R BLAINE NICE.

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 MARCH 18, 2010, 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 and CERVICAL SPINE 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 rate of compensation at $359.00 per week for permanent partial disability.

-3 -

THAT as a result of said injury, claimant sustained 3 percent permanent partial disability to the CERVICAL SPINE (permanent anatomical abnormality, loss of range of motion) and 22 percent permanent partial disability to the LEFT SHOULDER (Surgery), for which claimant is entitled to compensation for 125 weeks at $359.00 per week, or the total amount of $44,875.00 of which 16 weeks have accrued and shall be paid in a lump sum of $5,744.00.

- 4 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury up to the date of hearing only.

- 5 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $5,744.00 and pay the balance of said award at the rate of $359.00 per week until the total award of $44,875.00 (less attorney fee) has been paid to claimant.

- 6 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $336.56, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $897.50 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 7 -

THAT pursuant to Title 85 O.S. Section 93, a final award fee of one hundred forty dollars ($140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 8 -

THAT the sum of $8,975.00 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/ Michael J. Harkey

MICHAEL J HARKEY, JUDGE

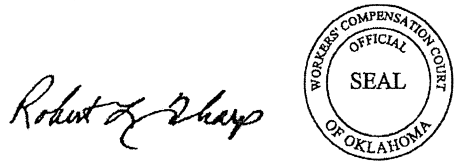
km/KAmos

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: GREG A BARNARD
225 N PETERS
NORMAN, OK 73069-7232

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
July 14, 2011

James Scott v. City of Norman
WCC- 2010-07704 R
Attachment No. 2

DESCRIPTION	AMOUNT
PPD (22% Left Shoulder)	$ 39,490.00
PPD (3% Cervical Spine)	$ 5,385.00
Total Award	**$ 44,875.00**
Lump Sum Payment:	
Accrued 16 weeks @ $359/week (per Order)	$ 5,744.00
Add'l 3 weeks City Council/Finance Processing	$ 1,077.00
Total Lump Sum to Claimant	**$ 6,821.00**
Attorney's Fee (per Order)	$ 8,975.00
Total Lump Sum to Claimant & Attorney	**$ 15,796.00**
Balance to be paid in weekly payments until Paid	**$ 29,079.00**

The balance of the Order, $29,979, will be paid in weekly payments of $359/week until paid in full. Payments begin the week of August 8, 2011 through approximately February 25, 2013.

Also, as noted, in Paragraph Nos. 6 & 7 of the Order, the City will incur additional costs, fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	$ 897.50
Special Occupational Health & Safety Fund Tax	$ 336.56
Filing Fee (Workers' Comp Court)	$ 140.00
Filing Fee (Cleveland County District Court)	$ 118.00
Total costs & fees to the City of Norman	**$ 1,492.06**

The total cost of this Order to the City would be $46,367.06.

PURCHASE REQUISITION NBR: 0000189226

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP AWARD

DATE: 7/18/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: JAMES SCOTT & GREG BARNARD

DELIVER BY DATE: 7/27/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP AWARD SCOTT, J. V. CON; WCC 2010-07704R (NECK/BACK & LEF T SHOULDER) CONTINGENT UPON COUNCIL APPROVAL ON 7-26-11; MAKE CHECK PAYABLE TO JAMES SCOTT AND GREG BARNARD; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	15796.0000	15796.00	

REQUISITION TOTAL: 15796.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	15796.00
					15796.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO JAMES SCOTT AND GREG BARNARD
; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000189228

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP ADMIN TAX FUND

DATE: 7/18/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION

DELIVER BY DATE: 7/27/11

1	WORKERS COMP ADMIN TAX FUND SCOTT, J V. CON; WCC 2010-07704R (NECK/BACK & LEFT SHOULDER); CONTINGENT UPON COUNCIL APPROVAL ON 7-26-11; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	897.5000	897.50	2267

REQUISITION TOTAL: 897.50

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	897.50
					897.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000189229

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP SPEC OCC & HEALTH TAX FUND

DATE: 7/18/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN

DELIVER BY DATE: 7/27/11

1	WORKERS COMP OCCU & HEALTH TAX FUND SCOTT, J V CON; WCC 2010-07704R (NECK/BACK & LEFT SHOULDER) SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	336.5600	336.56	1950

REQUISITION TOTAL: 336.56

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	336.56
					336.56

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000189230

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP FILING FEE

DATE: 7/18/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: ✓2268 WORKERS' COMPENSATION COURT

DELIVER BY DATE: 7/27/11

1	WORKERS COMP FILING FEE SCOTT, J V. CON; WCC 2010-07704R (NECK/BACK & LEFT SHOULDER) 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

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

LINE #	ACCOUNT ✓		PROJECT	%	AMOUNT
1	04330024154704	Miscellaneous Services Other Filing Fees		100.00	✓140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000189231

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE

DATE: 7/18/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK

DELIVER BY DATE: 7/27/11

1	WORKERS COMP CLEVELAND COUNTY FILING FEE SCOTT, J V CON; WCC 2010-07704R (NECK/BACK & LEFT SHOULDER) SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	118.0000	118.00	434

REQUISITION TOTAL: 118.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154703	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 of Norman, OK

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

Master

File Number: R-1112-13

File ID:	R-1112-13	**Type:**	Resolution	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 40	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**		**File Created:**	07/11/2011
File Name:	R-1112-13 Appropriation NYSA			**Final Action:**	

Title: RESOLUTION NO. R-1112-13: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $10,000 FROM THE PARK LAND FUND BALANCE TO BE USED FOR PARTIAL COSTS TO CONSTRUCT A NEW BUILDING AT GRIFFIN PARK TO BE USED BY NORMAN YOUTH SOCCER ASSOCIATION.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-13.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 40

Attachments: R-1112-13, NYSA Soccer Letter, NYSA Building 1, NYSA Building 2

Project Manager: James Briggs, Park Planner

Entered by: james.briggs@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1112-13

Body

BACKGROUND: In 1994, the City of Norman began collecting park development fees in the amount of $150 for every new residential building permit. The $150 fee is apportioned $75 to community park development and $75 to neighborhood park development. There is a current balance of $93,561 in the community park portion of the Park Development Fund that is available for allocation at this time. The neighborhood park portion of the fees must be spent on the neighborhood park in the area from which they were collected. The community park portion may be expended only at Andrews, Griffin, Reaves, Sutton, Saxon and Ruby

Grant parks.

DISCUSSION: The Norman Youth Soccer Association (NYSA) holds the current contract with the City of Norman to operate the youth soccer league at Griffin Park. This group has run these programs since the 1980's, with regular contract renewals over this period of time. As part of their agreement, they maintain the soccer fields including fertilization and irrigation, pay the utility bill for those fields that have lights, operate concessions, hire and train their umpires and other staff and maintain their own storage building in the park.

Recently, the NYSA has proposed to construct a new building in the park in the area adjacent to the existing concession and maintenance buildings which will serve as the main office for their organization (see attached plans). The project has an estimated cost of $59,325 to complete, and will consist of an 1,100 square foot building that will host the day to day operations of the NYSA and also have space available to host organizational meetings, as needed. The NYSA has raised over $49,000 in private funds and in-kind donations to help pay for the project, including all building permits, utility connections and related fees and expenses (see attached letter). NYSA is requesting that the City of Norman contribute $10,000 to the project.

Once completed, the building will be on park property and, thus, belong to the City of Norman. At that time, we will bring forward an amendment to the NYSA contract granting them permission to use the building as part of their operating agreement for the youth leagues at Griffin Park. As part of the new agreement, it will state that the meeting space in the building will be made available to the City of Norman for baseball or other sports leagues to hold meetings as needed. Also, the NYSA will be responsible for all insurance and maintenance costs once the building is completed.

RECOMMENDATION: It is recommended that the City Council approve an appropriation of $10,000 from the Community Park Land Fund Balance (052-0000-253.20-00) to Project No. PC0015, Griffin Park Soccer Building, Construction (052-9639-452.61-01).

Resolution

R-1112-13

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $10,000 FROM THE PARK LAND FUND BALANCE TO BE USED FOR PARTIAL COSTS TO CONSTRUCT A NEW BUILDING AT GRIFFIN PARK TO BE USED BY NORMAN YOUTH SOCCER ASSOCIATION.

§ 1. WHEREAS, the Norman Youth Soccer Association (NYSA) holds a current contract with the City of Norman to operate the youth soccer league at Griffin Park; and

§ 2. WHEREAS, the NYSA has raised $49,000 in private funds and in-kind donations to help pay for the construction of a new building in the park adjacent to the existing concession and maintenance buildings which will serve as a main office for their organization; and

§ 3. WHEREAS, the building will be on park property and belong to the City of Norman and the contract will be amended in the future to grant NYSA permission to use the building as part of their operating agreement; and

§ 4. WHEREAS, the contract will also state the meeting space will be made available to the City for baseball or other sports leagues to hold meetings as needed; and

§ 5. WHEREAS, the NYSA is requesting that the City of Norman contribute $10,000 to the project; and

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

§ 6. That the above-described appropriation be made for the reason as stated above.

Account Name	Losing Account	Gaining Account	Amount
Project No. PC0015, Griffin Park Soccer Building, Construction	052-0000-253.20-00	052-9639-452.61-01	$10,000

PASSED AND ADOPTED this 26th day of July, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

NYSA 111 24th Ave NW, Suite 110

Norman, OK 73069

Judd Foster,

This is a follow up on the NYSA building project. As we discussed the primary use of the building will be to conduct the day to day operations of the NYSA and host meetings.

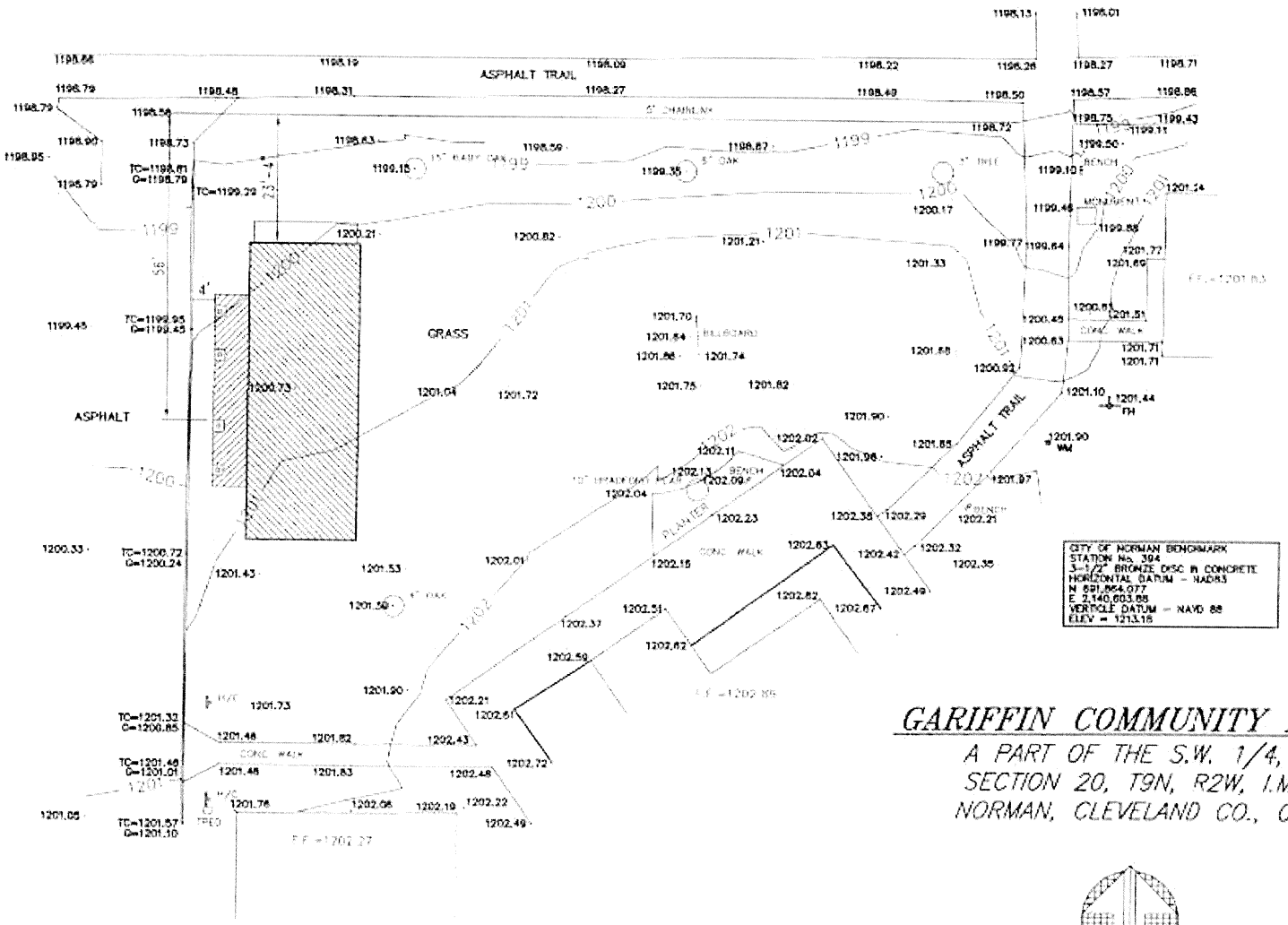
So far we have completed the plans and cost estimate for the 1100 sqft building. The total budget cost for the building is estimated at $59,325. To date we have raised $49,000 in cash and received matching donations from businesses.

The NYSA will be responsible for all insurance and maintenance costs as well as scheduling the meeting room to be used by other groups. After completion of the building we would like to have the building added to our lease.

I would like to get a confirmation of the $10,000 participation by the City of Norman and find out how we access those funds.
This is going to be a great addition to Griffin park and would not be possible without your help.
Thank you for being a part of this project.

Vernon McKown

BUILDER WILL MAINTAIN EXISTING EROSION CONTROL MEASURES IN PLACE AT TIME OF FINAL PLAT ACCEPTANCE AND WILL PROVIDE SILT FENCE AS NEEDED FOR EROSION CONTRL



CITY OF NORMAN BENCHMARK
STATION No. 394
3-1/2" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM - NAD83
N 691,864.077
E 2,140,603.88
VERTICLE DATUM - NAVD 88
ELEV = 1213.18

GARIFFIN COMMUNITY PARK

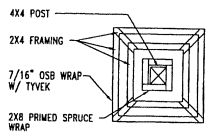
A PART OF THE S.W. 1/4,
SECTION 20, T9N, R2W, I.M.
NORMAN, CLEVELAND CO., OK

SCALE: 1"=30'

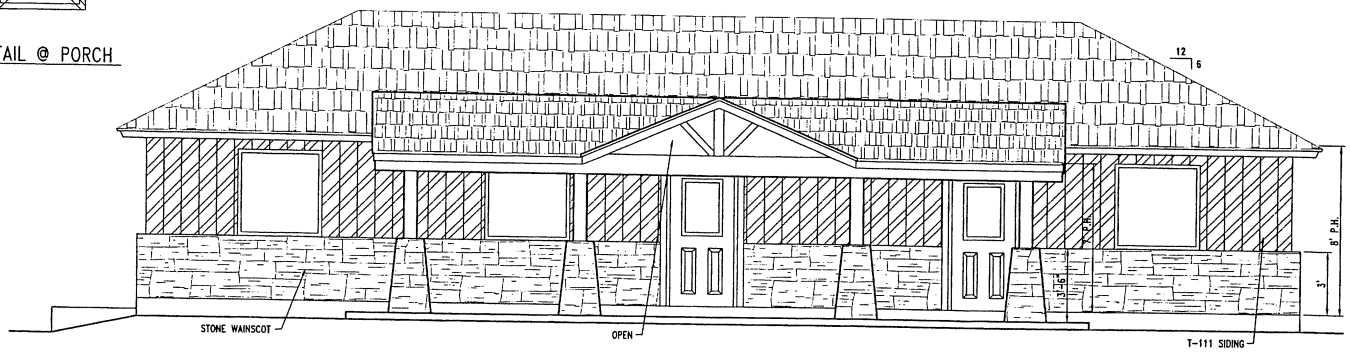
1001 E. ROBINSON ST.

DRAWN BY: JSP
Sheet No. 1
Sheet Title: PLOT PLAN
Date: 6/6/11
Scale: 1"=30'
NOTES:
©Copyright NTS Architects & Planners Inc. 1997
PLAN NAME: SPORTS CLUB HOUSE GARIFFIN COMMUNITY PARK 1001 E. ROBINSON ST. NORMAN, OK. 73071
PLAN NUMBER: ELEVATION:

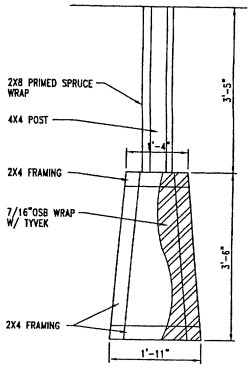
IDEAL HOMES
"Quality Affordable Homes Today and Tomorrow"
1320 N. PORTER
NORMAN, OK 73071
(405) 364-1152
(800) 682-2763



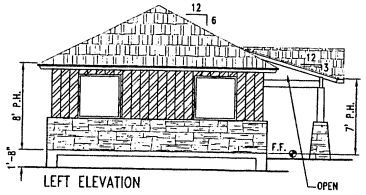
COLUMN DETAIL @ PORCH
SCALE: NTS



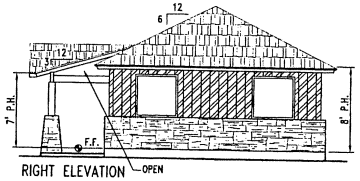
FRONT ELEVATION SCALE: 1/4"=1'
SCALE: 1/8"=1'



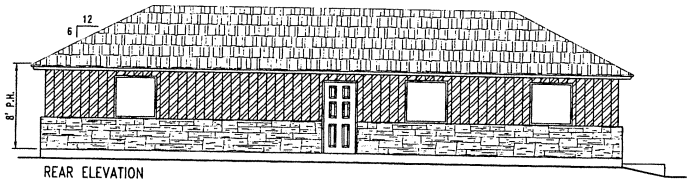
COLUMN DETAIL @ PORCH
SCALE: NTS



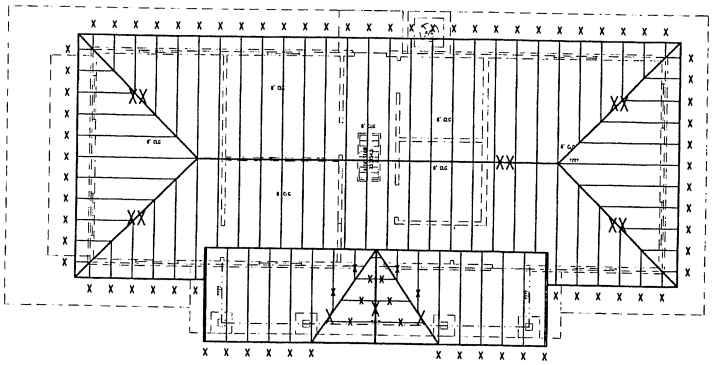
LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



ROOF PLAN ELEVATION A
NOTE: ALL HIPS, RIDGES, AND VALLEYS 2x8.
UNLESS JOINED WITH 2X8 RAFTERS, THEN 2X10
SCALE: 1/8" = 1'-0"

DRAWN BY: JSP	Sheet No. 4
Sheet Title: ELEVATIONS/ROOF PLAN	
Date: 5/5/11	Scale: AS SHOWN

NOTES:
ALL WALLS FRAMED TO CEILING UNLESS OTHERWISE NOTED
8' WALL
10' WALL

PLAN NAME: SPORTS CLUB HOUSE
PLAN NUMBER:
ELEVATION:

IDEAL HOMES
"Quality, Affordable Homes Today and Tomorrow."
1320 N. PORTER
NORMAN, OK 73071
(405) 364-1152
(800) 682-2763

MECHANICAL SPECS.
964 CFM
2 TON BLOWER
2 TON COIL
2 TON CONDENSER
14 SEER
VOLUME 15,406 FT^3
SURFACE AREA 1,684 FT^2

3-EXHAUST FAN
1-BROAN

MECHANICAL PLAN
HOLLOWAY S1682

MECH REVISION DATE: 2/7/11

GRILLE SPECS.	
DUCT SIZE	GRILLE SIZE
4" DUCT	10"x6"
6" DUCT	10"x6"
8" DUCT	12"x8"
10" DUCT	14"x8"

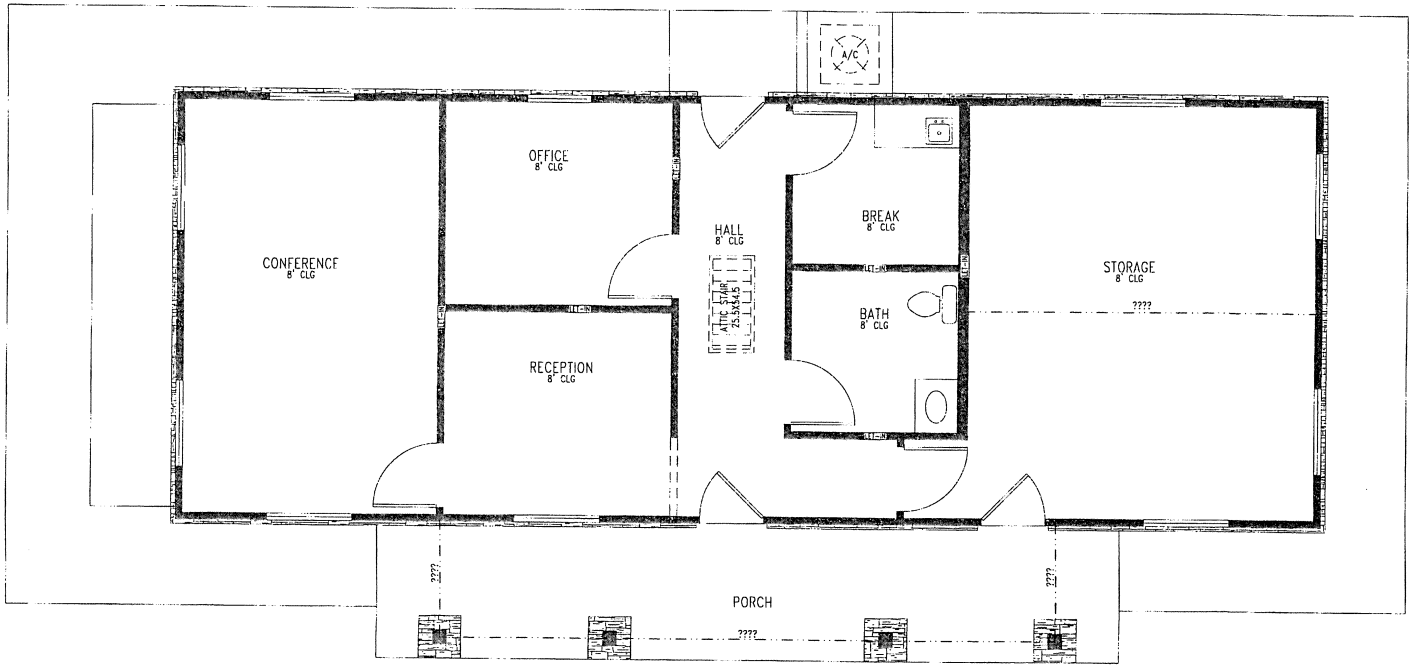
DUCT WORK
SUPPLY AND RETURNs
R-8 FOIL FLEX

SUPPLY ————

RETURN - - - - - -

30X14 (M) RAFG
14X14 (M) RAFG

DUCT WORK SEALED WITH MASTIC TO ACHIEVE 5% DUCT LEAKAGE.



DRAWN BY: JSP
Sheet No. M

Sheet Title: MECHANICAL PLAN
Date: 5/5/11
Scale: 1/4"=1'-0"

NOTES:
ALL WALLS FRAMED TO CEILING UNLESS OTHERWISE NOTED
8' WALL
10' WALL

PLAN NAME: SPORTS CLUB HOUSE
PLAN NUMBER:
ELEVATION:

IDEAL HOMES
"Quality Affordable Homes Today and Tomorrow."
1320 N. PORTER
NORMAN, OK 73071
(405) 364-1152
(800) 682-2763

City of Norman, OK

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

Master

File Number: R-1112-14

File ID:	R-1112-14	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 41	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$62,000.00	**File Created:**	07/12/2011
File Name:	R-1112-14 Appropriation for Saxon Park			**Final Action:**	

Title: RESOLUTION NO. R-1112-14: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $62,000 FROM THE PARK PORTION ROOM TAX FUND BALANCE FOR IMPROVEMENTS AT JOHN H. SAXON, JR., COMMUNITY PARK.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-14.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 41

Attachments: R-1112-14, Saxon Park_Concept Plan, Recreational Trails Award Letter

Project Manager: James Briggs

Entered by: james.briggs@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1112-14

Body

BACKGROUND: In 1980, the City of Norman began collecting a 4% Hotel/Motel Room Tax. Approximately 25% of the Room Tax Revenues are to be used specifically for capital improvements in the Parks and Recreation Department. Approximately $200,000 per year of these funds has been used to pay the debt service on the Westwood Park Revenue Bonds for the past several years. As of June 30, 2011, there is a balance of $75,000 in the Room Tax Fund available for programming. At this time, we have no projects programmed in the Capital Improvements Plan to be funded with Room Tax.

DISCUSSION: We have been working with local cross-country coaches and running groups to lay out a combination 1K and 2K running course at Saxon Community Park. Over the past year, park maintenance crews and contractors have combined to lay-out and complete the initial grading of the course. The site work was interrupted by the May 7, 2010, tornado which damaged a large amount of trees in the park and blocked most of the trail with debris. As crews worked to clear that debris, staff hired a Landscape Architecture firm to prepare a conceptual drawing and cost estimate for the development of the entire park (see attached).

The development of Saxon Park was one of the top priorities in the recently adopted Park System Master Plan document; and those elements discussed in that document were made a part of the Saxon Park conceptual plan. Although the cost estimate to implement the entire park plan is approximately $1.8 million dollars, there are several different components of the plan that can be implemented now, in order to make parts of the site usable by the public while funds are being sought for the park's continued development.

Primarily, the park needs a formal entry road, parking area and appropriate signage at the entry to enable people to begin using the park safely. Also, we would like to construct concrete circulation paths, trail head signage, course markers and basic security lighting so runners can use the trails in the park without getting lost or getting started on a trail that is longer than anticipated. Future phases of the park include playground areas, event shelters, a shorter fitness trail with exercise stations, restroom facilities, two small lakes, additional parking and more trail segments.

In order to continue the park development, Park Planning staff applied for a Recreational Trails Grant in January, 2011. The request was for the maximum $160,000 that would be matched by $40,000 in funds from the City of Norman to implement the first $200,000 of development in the park and provide access to Norman's first true cross-country course. The grant application described our intent to construct an entry drive with security lighting, a portion of the parking area, trail head facilities (signage, furnishings and access walkways), and final grading, compaction and surfacing for the cross-country course as shown in the park master plan. All of this will help us provide public access to this site and provide large-scale recreation opportunities to the southeast part of town. The ultimate goal in our initial development is to provide access to the running course with adequate parking for the Norman Public Schools to use for their cross-country programs (including hosting meets). We also anticipate that the OU cross-country team can train at this site, and that other adult runners and walkers can train and use the trail for general fitness.

In June, staff was notified that our grant was approved for the full amount requested (letter attached). Once the archaeological and Native Tribes clearances have been confirmed by the appropriate state and tribal agencies, the Oklahoma Tourism and Recreation Department will provide us with the grant agreement paperwork, which we expect sometime in early August. Staff would like to utilize $40,000 of the un-programmed Room Tax funds to be the City's match for this project.

Prior to construction, staff will also need to finalize our master plan work with the Landscape Architecture firm that has been working on the project and prepare final engineered construction plans and a construction administration budget for the entry road, parking, walkways and utility services needed to bid out the project as described in the grant application and in the master plan. These costs are estimated to be approximately $22,000. Staff would recommend that this cost also be programmed from the Room Tax fund balance.

STAFF RECOMMENDATION: It is recommended that City Council approve the appropriation of $62,000 from the Room Tax Fund Balance (023-0000-253.20-00) to be distributed as follows:

$40,000 to Project PC0003, Saxon Park Design and Improvements, Construction (052-9674-452.61-01)
$22,000 to Project PC0003, Saxon Park Design and Improvements, Design (052-9674-452.62-01).

Resolution

R-1112-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $62,000 FROM THE PARK PORTION OF THE ROOM TAX FUND BALANCE TO BE USED FOR IMPROVEMENTS AT JOHN H. SAXON, JR., COMMUNITY PARK.

§ 1. WHEREAS, Approximately 25% of Room Tax revenues are to be used specifically for capital improvements in the Parks and Recreation Department and as of June 30, 2011, there was a balance of $75,000 in the Room Tax Fund; and

§ 2. WHEREAS, the Parks and Recreation Department has been working with local cross-country coaches and running groups to lay out a combination 1K and 2K Running Course at John H. Saxon, Jr., Community Park and a Landscape Architecture firm was hired to prepare a conceptual drawing and cost estimate for the development of the entire park; and

§ 3. WHEREAS, Park Planning Staff applied for a Recreational Trails Grant in the amount of $160,000 requiring a $40,000 match from the City and have been notified that the grant was approved for the full amount; and

§ 4. WHEREAS, Staff would like to utilize $40,000 of the Park Portion of the Room Tax Fund to be used as the City's match and an additional $22,000 for costs associated with the design fees and improvements to the park.

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

§ 5. That the above-described appropriation be made for the reasons as stated above.

Account Name	Losing Account	Gaining Account	Amount
Project No. PC0003, Saxon Park Design and Improvements, Construction	052-0000-253.20-00	052-9674-452.61-01	$40,000
Project No. PC0003, Saxon Park Design and Improvements, Design	052-0000-253.20-00	052-9674-452.62-01	$22,000

PASSED AND ADOPTED this 26th day of July, 2011.

ATTEST: _____ Mayor

_____
City Clerk

OKLAHOMA TOURISM &
RECREATION DEPARTMENT

120 NORTH ROBINSON
SUITE 600
OKLAHOMA CITY, OK
73102

P.O. BOX 52002
OKLAHOMA CITY, OK
73152

405-230-8300

June 21, 2011

James Briggs, Park Planner II
City of Norman
201-C West Gray Street
Norman, OK 73072

RE: 2011 RECREATIONAL TRAILS PROGRAM GRANT AWARDS

Dear Mr. Briggs:

Congratulations! Federal funds have been approved in the amount of $160,000.00 for your project through the Recreational Trails Program. Before beginning your project, we will need the following information and a preliminary inspection will need to be done at the project site.

You should now proceed with the cultural and archeological reviews needed for your project. You should also consult with the appropriate Native American tribe/groups to identify any concerns they may have pertaining to your project. **These reviews must be completed and submitted to our office before the Project Agreement can be signed and before any work can begin.**

After we have received these items and any other applicable forms (included), we will send you the Project Agreement between the State and the Sponsor for your signature. Following the receipt of your signed Project Agreement, we will be contacting you to schedule a preliminary site inspection. **Please keep in mind that any development prior to the Project Agreement being signed will not be eligible for funding through this grant.**

Please contact me at (405) 230-8490 or Eve Atkinson at (405) 230-8483 regarding any questions or concerns. If you have any questions about reimbursements, please contact Jan Flippin at (405) 230-8491. We look forward to working with you on this project.

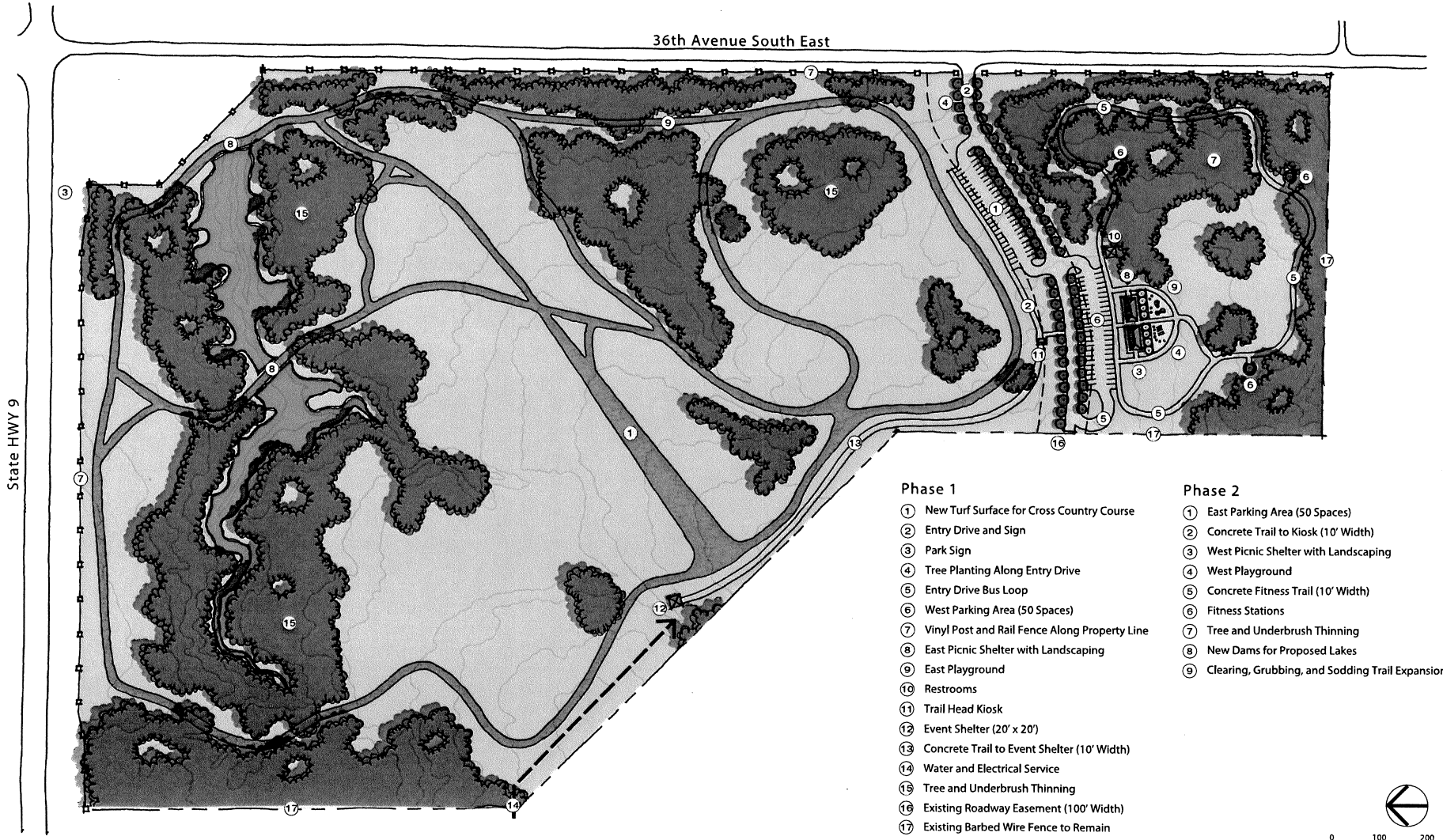
Sincerely,

Susan Henry

Susan Henry, Grants Administrator
Oklahoma State Parks

Enclosures

OKLAHOMA NATIVE AMERICA
OKLAHOMA STATE PARKS
INTEGRIS DISCOVER OKLAHOMA
Oklahoma TODAY
OKLAHOMA FILM & MUSIC



Phase 1

1. New Turf Surface for Cross Country Course
2. Entry Drive and Sign
3. Park Sign
4. Tree Planting Along Entry Drive
5. Entry Drive Bus Loop
6. West Parking Area (50 Spaces)
7. Vinyl Post and Rail Fence Along Property Line
8. East Picnic Shelter with Landscaping
9. East Playground
10. Restrooms
11. Trail Head Kiosk
12. Event Shelter (20' x 20')
13. Concrete Trail to Event Shelter (10' Width)
14. Water and Electrical Service
15. Tree and Underbrush Thinning
16. Existing Roadway Easement (100' Width)
17. Existing Barbed Wire Fence to Remain

Phase 2

1. East Parking Area (50 Spaces)
2. Concrete Trail to Kiosk (10' Width)
3. West Picnic Shelter with Landscaping
4. West Playground
5. Concrete Fitness Trail (10' Width)
6. Fitness Stations
7. Tree and Underbrush Thinning
8. New Dams for Proposed Lakes
9. Clearing, Grubbing, and Sodding Trail Expansion

0 100 200

April 21, 2011

Concept Plan **John H. Saxon Jr. Memorial Park**

NORMAN parks and recreation

HOWELL & VANCUREN

City of Norman, OK

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

Master

File Number: O-1112-05

File ID:	O-1112-05	**Type:**	Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 42	**In Control:**	City Council
Department:		**Cost:**		**File Created:**	07/08/2011
File Name:	Ethics Ordinance			**Final Action:**	

Title: ORDINANCE NO. O-1112-05: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 2, SECTION 2-103, COUNCIL ETHICS, BY ADDING SUBSECTION (A)(7) AND ADDING SUBSECTION (C), CONFLICT OF INTEREST; AND PROVIDING FOR THE SEVERABILITY THEREOF

ACTION NEEDED: Motion to adopt Ordinance No. O-1112-05 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to substitute Ordinance No. O-1112-05 adopted upon First Reading by title with Ordinance No. O-1112-05 dated July 20, 2012, included in the agenda book.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt Ordinance No. O-1112-05 upon Final Reading as a whole.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 42

Attachments: O-1112-05, O-1112-5 Annotated

Project Manager: Councilmember Kovach

Entered by: brenda.hall@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/12/2011	Introduced and adopted on First Reading by title only				
	Action Text:	Introduced and adopted on First Reading by title only					
1	City Council	07/12/2011					

Text of Legislative File O-1112-05

Body

Background: Ordinance O-1112-5 was considered on First Reading, by title only, at the City Council meeting of July 12, 2011. At that meeting, City Council scheduled a joint City Council Study Session and City Council Oversight Committee meeting for July 19, 2011 to discuss the proposed Ordinance. Several changes to the proposed Ordinance were discussed at the July 19, 2011 meeting, and those changes are detailed in this Memorandum.

Discussion: Moving through the Ordinance, the first proposed change is within Section 2-103(a)(6). The existing language reads: "Members of Council shall refrain from: Repeated and continuous violation of Council rules." The amended language now reads "Members of Council shall refrain from: Willful violations of Sec. 2-103;".

The next change is part of the newly added Section 2-103(7). In subpart (a), Council discussed amending the language to read: "In order to assure independence and impartiality on behalf of the common good, no Elected City Official shall use his official position to influence government decisions in which he has a Pecuniary Interest or in which he has an organizational responsibility that may give the appearance of a conflict of interest." The initial draft of these proposed amendments included personal relationships, but, after Council discussion, that language has been deleted from the draft up for consideration on July 26, 2011.

The next change, occurring throughout the draft Ordinance, is the removal of all references to either employees or appointed officials. This change is in keeping with the placement of the proposed amendments in Chapter 2 of the Code of Ordinances as Chapter 2 relates specifically to City Council. The proposed draft now only applies to City Council; therefore, board, commission, and committee members will continue to be regulated by the Ethics Policy adopted by Resolution in April 2009.

The next change, within the new Section 2-103(7)(c), removes the Municipal Court as the adjudicating body for alleged ethical violations. In the alternative, in order to comply with the language of the City Charter requiring all removal actions to proceed under state law, the new language reads as follows: "Violations of the conflict of interest provisions set forth herein shall be handled in a manner consistent with the City Charter and applicable state law." The language of the section titled "Duty to Report" has also been edited to be in accordance with

state law. For that reason, the proposed language reads as follows: "Elected City Officials have a duty to report in accordance with state law. Moreover, Elected City Officials should never attempt to use their authority or influence for the purposes of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose such improper activity. If an Elected City Official believes that another Elected City Official or citizen may have violated this policy, he or she may consult with the City Attorney's Office."

The final changes are housekeeping changes in order that the Ordinance be properly formatted and numbered in keeping with the formatting of the City's Code of Ordinances. The Title of the Ordinance has also been amended to reflect which sections of the Ordinance are amended or new; however, the original title will need to be amended by City Council at the July 26, 2011 meeting because the Ordinance has already been introduced on First Reading by title. These changes do not change the language of the proposed Ordinance.

Conclusion: Staff submits Ordinance O-1112-5, as amended in conformance with Council's direction, for Council's consideration on July 26, 2011.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 2, SECTION 2-103(A)(2,) (3,) and (6) COUNCIL ETHICS; ADDING SUBSECTIONS (A)(7) AND (C) THROUGH (H); AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 2-103 of Chapter 2 of the Code of the City of Norman shall be amended to read as follows:

Sec 2-103. Council ethics.

(a) Members of the Council shall refrain from:

(1) Making use of special knowledge or information obtained from their position before that knowledge or information is made available to the general public;

(2) Making decisions involving business associates, customers, clients, and competitors;

(3) Using their influence as Council members in attempts to secure contracts, zoning, or other favorable municipal action for customers, clients, immediate family members, or business associates;

(4) Actions benefiting special interest groups at the expense of the City;

(5) Appointments of business associates, clients, or employees to appointive boards and commissions;

(6) Willful violations of Sec. 2-103.

(7) Conflict of Interest

[a] In order to assure independence and impartiality on behalf of the common good, no Elected City Official shall use his official position to influence government decisions in which he has a Pecuniary Interest or in which he has an organizational responsibility that may give the appearance of a conflict of interest.

[b] An Elected City Official shall not use his office to endorse or oppose any candidate for office.

[c] Violations of the conflict of interest provisions set forth herein shall be handled in a manner consistent with the City Charter and applicable state law.

* * *

(c) Definitions.

(1) Actual Conflict: A set of circumstances wherein an Elected City Official would be required to take an action or make a decision regarding a cause, proceeding, application or any other matter where he or she holds a direct Benefit, Detriment, or Employment Consequence.

(2) Benefit, Detriment, or Employment Consequence: A benefit, detriment, or employment consequence to:

[a] The public official;

[b] A member of his or her immediate family; or

[c] A business or organization with which the official is associated.

(3) Confidential Information: Privileged statements or communications, whether expressed or implied, oral or written, between an Elected City Official, City of Norman employees, and the City Attorney; work product of the City Attorney's Office; and City of Norman records, documents, and other information not subject to public disclosure and dissemination by law.

(4) De Minimis: A pecuniary benefit that does not exceed the value of $100 incidental to personal, professional, or business contacts and involving no substantial risk or undermining official impartiality.

(5) Elected City Official: The Mayor and any member of City Council.

(6) Gift: The transfer of anything of economic value, regardless of the form, without adequate and lawful consideration. The term "gift" does not include the solicitation, acceptance, receipt or regulation of political campaign contributions regulated in accordance with the laws of the State of Oklahoma.

(7) Pecuniary Interest: The expectation of a financial Benefit, Detriment or Employment Consequence. This also includes any pecuniary interest of a member of the official's immediate family. A person has a pecuniary interest in an organization in which that person has a five percent (5%) ownership interest or greater or valued over twenty thousand ($20,000) dollars. A person has a pecuniary interest in a decision if a financial interest of that person will vary with the outcome of the decision – this includes officials with real property interests abutting a subject property.

(8) Potential Conflict: A set of circumstances wherein an Elected City Official would be required to take an action or make a decision regarding a cause, proceeding, application or any other matter where he or she may have an indirect Benefit, Detriment, or Employment Consequence; this type of

situation calls into question the official's objectivity or independence, but the effect of this type of conflict is not certain.

(d) Conflict of Interest.

(1) Pecuniary Interest or Actual Conflict. An Elected City Official shall not participate in any official action if he or she has a Pecuniary Interest or an Actual Conflict. Prior to the beginning of discussion on the issue, the Elected City Official shall disclose his or her Pecuniary Interest or Actual Conflict. Then, the Elected City Official shall not participate in either the vote or the discussion relating to the issue. City of Norman Code Section 2-108 requires that any Councilmember barred from voting must leave his or her Council chair and shall not participate during the debate of such item.

(2) Potential Conflict. If the Elected City Official has a Potential Conflict, that Elected City Official may engage in both the vote and discussion, but the Potential Conflict must be disclosed prior to participation.

(3) Exceptions.

[a] If the Elected City Official's financial interests are included within a whole class of citizens, such as property taxpayers, an exception is made to allow the official to vote. This only applies in case of votes or decisions in which the Elected City Official has a personal interest or Pecuniary Interest no greater than that of other persons generally affected by the decision, such as adopting a bylaw or setting a tax rate.

[b] If an Elected City Official discloses an Actual Conflict on the record, that Elected City Official shall disqualify himself or herself from participating in any decision or vote relating thereto, unless following such a disclosure, a majority of the remaining members of Council, determine by official action at a public meeting, that such Conflict of Interest is De Minimis.

(4) Discovery of Conflict. The existence of an ethical issue often does not arise until a meeting is underway. Rather than risk an inadvertent violation, the safest course of action is simply to declare that a Conflict of Interest may exist that prevents an Elected City Official from participating. As soon as an Elected City Official realizes that a Conflict of Interest exists on a given matter, he or she must disclose the Conflicting of Interest on the record for the minutes.

(e) Duty to Report. Elected City Officials have a duty to report in accordance with state law. Moreover, Elected City Officials should never attempt to use their authority or influence for the purposes of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering

with that person's duty to disclose such improper activity. If an Elected City Official believes that another Elected City Official or citizen may have violated this policy, he or she may consult with the City Attorney's Office.

(f) Gifts. Gifts must be refused or returned with a friendly but firm message that Elected City Officials are not allowed to receive Gifts.

(1) Oklahoma Statute Title 21 § 382 makes it a crime for any municipal officer or any employee of a political subdivision to corruptly accept or request a gift or gratuity, or a promise to make a gift, or a promise to do an act beneficial to such officer. If this happens, the officer or employee shall forfeit his office, be forever disqualified to hold any public office, trust, or appointment under the laws of the State of Oklahoma, and be guilty of a felony punishable by imprisonment not exceeding ten (10) years or by a fine not exceeding five thousand ($5,000) dollars and imprisonment for not more than one (1) year.

(2) In addition, Article XVII Section 5 of the Charter of the City of Norman makes it unlawful for any officer of the City of Norman to directly or indirectly give, or promise to give, any person any office, position, employment, or anything of value for the purpose of influencing or obtaining support, political or otherwise, aid, or influence of any person. Engaging in any of these activities is grounds for removal from office.

(3) A De Minimis personal gift, lunch, or entertainment under $100 is permissible if given without the intent to influence. The ethical principle is that officials obtain no personal gain from performance of their duties except official compensation and the satisfaction of a job well done.

(g) Use or Disclosure of Confidential Information. Elected City Officials are prohibited from disclosing or offering to disclose Confidential Information to any party not entitled to receive such information nor shall he or she use such information for his or her personal gain or benefit. City of Norman Code Section 2-103 prevents Councilmembers from making use of special knowledge or information obtained from their position before that knowledge or information is made available to the public.

(h) Role of the City Attorney.

(1) Questions about the City of Norman Council Ethics contained herein, a Conflict of Interest, or other ethical problems related to the business of the City of Norman, should be presented to the Norman City Attorney's Office. If time permits, requests should be in writing to the City Attorney directly. The City Attorney may consult with outside legal counsel to adequately and timely research specific requests for legal advice on particular issues. Reliance on opinions of a private attorney or attorneys for matters related to

the business of the City of Norman may not preserve immunity protections afforded City Councilmembers by state law.

(2) For ethical or otherwise personal issues not related to the business of the City of Norman, any Elected City Official may, at any time, seek the counsel, at their expense, of a private attorney or attorneys in regard to those personal legal or ethical issues that may arise.

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

ADOPTED this _____ day of

_____, 2011.

_____
Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day of

of _____, 2011.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City

O-1112-05
July 20, 2011

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 2, SECTION 2-103(A)(2,) (3,) and (6) COUNCIL ETHICS; ADDING SUBSECTIONS (A)(7) AND (C) THROUGH (H); AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 2-103 of Chapter 2 of the Code of the City of Norman shall be amended to read as follows:

Sec 2-103. Council ethics.

(a) Members of the Council shall refrain from:

(1) Making use of special knowledge or information obtained from their position before that knowledge or information is made available to the general public;

(2) Making decisions involving business associates, customers, clients, ~~friends,~~ and competitors;

(3) Using their influence as Council members in attempts to secure contracts, zoning, or other favorable municipal action for ~~friends,~~ customers, clients, immediate family members, or business associates;

(4) Actions benefiting special interest groups at the expense of the City;

(5) Appointments of business associates, clients, or employees to appointive boards and commissions;

(6) ~~Repeated and continued~~ Willful violations of ~~Council rules~~ Sec. 2-103.

(7) Conflict of Interest

[a] In order to assure independence and impartiality on behalf of the common good, no Elected City Official shall use his official position to influence government decisions in which he has a Pecuniary Interest or in which he has an organizational responsibility that may give the appearance of a conflict of interest.

[b] An Elected City Official shall not use his office to endorse or oppose any candidate for office.

[c] Violations of the conflict of interest provisions set forth herein shall be handled in a manner consistent with the City Charter and applicable state law.

* * *

(c) Definitions.

(1) Actual Conflict: A set of circumstances wherein an Elected City Official would be required to take an action or make a decision regarding a cause, proceeding, application or any other matter where he or she holds a direct Benefit, Detriment, or Employment Consequence.

(2) Benefit, Detriment, or Employment Consequence: A benefit, detriment, or employment consequence to:

[a] The public official;

[b] A member of his or her immediate family; or

[c] A business or organization with which the official is associated.

(3) Confidential Information: Privileged statements or communications, whether expressed or implied, oral or written, between an Elected City Official, City of Norman employees, and the City Attorney; work product of the City Attorney's Office; and City of Norman records, documents, and other information not subject to public disclosure and dissemination by law.

(4) De Minimis: A pecuniary benefit that does not exceed the value of $100 incidental to personal, professional, or business contacts and involving no substantial risk or undermining official impartiality.

(5) Elected City Official: The Mayor and any member of City Council.

(6) Gift: The transfer of anything of economic value, regardless of the form, without adequate and lawful consideration. The term "gift" does not include the solicitation, acceptance, receipt or regulation of political campaign contributions regulated in accordance with the laws of the State of Oklahoma.

(7) Pecuniary Interest: The expectation of a financial Benefit, Detriment or Employment Consequence. This also includes any pecuniary interest of a member of the official's immediate family. A person has a pecuniary interest in an organization in which that person has a five percent (5%) ownership interest or greater or valued over twenty thousand ($20,000) dollars. A person has a pecuniary interest in a decision if a financial interest of that person will vary with the outcome of the decision – this includes officials with real property interests abutting a subject property.

(8) Potential Conflict: A set of circumstances wherein an Elected City Official would be required to take an action or make a decision regarding a cause, proceeding, application or any other matter where he or she may have an indirect Benefit, Detriment, or Employment Consequence; this type of

situation calls into question the official's objectivity or independence, but the effect of this type of conflict is not certain.

(d) Conflict of Interest.

(1) Pecuniary Interest or Actual Conflict. An Elected City Official shall not participate in any official action if he or she has a Pecuniary Interest or an Actual Conflict. Prior to the beginning of discussion on the issue, the Elected City Official shall disclose his or her Pecuniary Interest or Actual Conflict. Then, the Elected City Official shall not participate in either the vote or the discussion relating to the issue. City of Norman Code Section 2-108 requires that any Councilmember barred from voting must leave his or her Council chair and shall not participate during the debate of such item.

(2) Potential Conflict. If the Elected City Official has a Potential Conflict, that Elected City Official may engage in both the vote and discussion, but the Potential Conflict must be disclosed prior to participation.

(3) Exceptions.

[a] If the Elected City Official's financial interests are included within a whole class of citizens, such as property taxpayers, an exception is made to allow the official to vote. This only applies in case of votes or decisions in which the Elected City Official has a personal interest or Pecuniary Interest no greater than that of other persons generally affected by the decision, such as adopting a bylaw or setting a tax rate.

[b] If an Elected City Official discloses an Actual Conflict on the record, that Elected City Official shall disqualify himself or herself from participating in any decision or vote relating thereto, unless following such a disclosure, a majority of the remaining members of Council, determine by official action at a public meeting, that such Conflict of Interest is De Minimis.

(4) Discovery of Conflict. The existence of an ethical issue often does not arise until a meeting is underway. Rather than risk an inadvertent violation, the safest course of action is simply to declare that a Conflict of Interest may exist that prevents an Elected City Official from participating. As soon as an Elected City Official realizes that a Conflict of Interest exists on a given matter, he or she must disclose the Conflicting of Interest on the record for the minutes.

(e) Duty to Report. Elected City Officials have a duty to report in accordance with state law. Moreover, Elected City Officials should never attempt to use their authority or influence for the purposes of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering

with that person's duty to disclose such improper activity. If an Elected City Official believes that another Elected City Official or citizen may have violated this policy, he or she may consult with the City Attorney's Office.

(f) Gifts. Gifts must be refused or returned with a friendly but firm message that Elected City Officials are not allowed to receive Gifts.

(1) Oklahoma Statute Title 21 § 382 makes it a crime for any municipal officer or any employee of a political subdivision to corruptly accept or request a gift or gratuity, or a promise to make a gift, or a promise to do an act beneficial to such officer. If this happens, the officer or employee shall forfeit his office, be forever disqualified to hold any public office, trust, or appointment under the laws of the State of Oklahoma, and be guilty of a felony punishable by imprisonment not exceeding ten (10) years or by a fine not exceeding five thousand ($5,000) dollars and imprisonment for not more than one (1) year.

(2) In addition, Article XVII Section 5 of the Charter of the City of Norman makes it unlawful for any officer of the City of Norman to directly or indirectly give, or promise to give, any person any office, position, employment, or anything of value for the purpose of influencing or obtaining support, political or otherwise, aid, or influence of any person. Engaging in any of these activities is grounds for removal from office.

(3) A De Minimis personal gift, lunch, or entertainment under $100 is permissible if given without the intent to influence. The ethical principle is that officials obtain no personal gain from performance of their duties except official compensation and the satisfaction of a job well done.

(g) Use or Disclosure of Confidential Information. Elected City Officials are prohibited from disclosing or offering to disclose Confidential Information to any party not entitled to receive such information nor shall he or she use such information for his or her personal gain or benefit. City of Norman Code Section 2-103 prevents Councilmembers from making use of special knowledge or information obtained from their position before that knowledge or information is made available to the public.

(h) Role of the City Attorney.

(1) Questions about the City of Norman Council Ethics contained herein, a Conflict of Interest, or other ethical problems related to the business of the City of Norman, should be presented to the Norman City Attorney's Office. If time permits, requests should be in writing to the City Attorney directly. The City Attorney may consult with outside legal counsel to adequately and timely research specific requests for legal advice on particular issues. Reliance on opinions of a private attorney or attorneys for matters related to

the business of the City of Norman may not preserve immunity protections afforded City Councilmembers by state law.

(2) For ethical or otherwise personal issues not related to the business of the City of Norman, any Elected City Official may, at any time, seek the counsel, at their expense, of a private attorney or attorneys in regard to those personal legal or ethical issues that may arise.

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

ADOPTED this _____ day of

_____, 2011.

_____
Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day of

of _____, 2011.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City

City of Norman, OK

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

Master

File Number: O-1112-06

File ID:	O-1112-06	**Type:**	Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 43	**In Control:**	City Council
Department:		**Cost:**		**File Created:**	07/08/2011
File Name:	Agenda Policy Ordinance			**Final Action:**	

Title: ORDINANCE NO. O-1112-06: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 2, SECTION 2-101, BY ADDING SUBSECTION (E) REGARDING PLACEMENT OF ITEMS ON THE AGENDA AT COUNCILMEMBERS REQUEST; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-06 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to substitute Ordinance No. O-1112-06 adopted upon First Reading by title with Ordinance No. O-1112-06 dated July 20, 2012, included in the agenda book.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-06 upon Final Reading as a whole.

ACTION TAKEN: _____

Notes:

Agenda Date: 07/26/2011

Agenda Number: 43

Attachments: O-1112-6 Rules of Three Annotated 7-20-11.pdf, O-1112-6 Rules of Three Clean 7-20-11.pdf, Memorandum.pdf

Project Manager: Councilmember Kovach

Entered by:

Effective Date:

History of Legislative File

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 2, SECTION 2-101 BY ADDING SUBSECTION (E) REGARDING PLACEMENT OF ITEMS ON THE AGENDA AT COUNCILMEMBERS REQUEST; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 2-101 of Chapter 2 of the Code of the City of Norman shall be amended to read as follows:

Sec. 2-101. Council Agenda

(a) The City Manager shall prepare an agenda specifying the order of business for each regular meeting of the City Council.

* * *

(e) The City Manager shall be required to place policy and budget items on the Agenda of the City Council Meetings when three (3) Councilmembers request it.

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

ADOPTED this _____ day

of _____, 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 CHAPTER 2, SECTION 2-101 BY ADDING SUBSECTION (E) REGARDING PLACEMENT OF ITEMS ON THE AGENDA AT COUNCILMEMBERS REQUEST; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 2-101 of Chapter 2 of the Code of the City of Norman shall be amended to read as follows:

Sec. 2-101. Council Agenda

(a) The City Manager shall prepare an agenda specifying the order of business for each regular meeting of the City Council.

* * *

(e) The City Manager shall be required to place **policy and budget** items on the Agenda of the City Council Meetings when three (3) ~~or more~~ Councilmembers request it.

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

ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

office memorandum

DATE: July 8, 2011

TO: Mayor and Councilmembers

FROM: Steve Lewis, City Manager

SUBJECT: Agenda items requested by Councilmember Kovach
Items 4-5 and Items 28-31

The July 12, 2011, Agenda includes six items that have been requested by Councilmember Kovach, indicating he has the support of four (4) other Council members to place these items on the agenda. The request was delivered to me following the July 5th Council meeting. Accordingly, the items presented on the Agenda are as follows:

1. A Budget transfer of $72,375 (Budgeted $75,000) from the Council Budget for the OML dues to Public Works Department, Storm Water Division, for enhanced street sweeping. (Resolution R-1112-8).

2. A resolution of the Council on Open Meetings. (Resolution R-1112-9).

3. A resolution of the Council clarifying committee appointments. (Resolution R-1112-10).

4. A resolution of the Council on placing items on the agenda and first reading of the companion ordinance amendment. (Resolution R-1112-11; Ordinance O-1112-6).

5. First reading of the amendment to the Ethics ordinance. (Ordinance O-1112-5).

Given the turnaround time to research these proposals, they come to Council on the Agenda as requested without a recommendation from City Staff. City Staff members will be available at the Council meeting to answer questions or provide information as requested.

Xc Jeff Bryant, City Attorney
Anthony Francisco, Finance Director
Shawn O'Leary, Public Works Director
Brenda Hall, City Clerk