City of Norman, OK

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

Meeting Agenda

Tuesday, August 9, 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

1 Roll Call

2 Pledge of Allegiance

3 Consent Docket

Consent Docket

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

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

ACTION TAKEN:

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

ACTION TAKEN:

4 **GID-1112-9** CONSIDERATION OF APPROVAL OF THE MINUTES AS FOLLOWS:

JOINT CITY COUNCIL/OVERSIGHT COMMITTEE STUDY SESSION MINUTES OF JULY 19, 2011
CITY COUNCIL MINUTES OF JULY 26, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 26, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 26, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 26, 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 19 Jt. Council/Oversight SS minutes.pdf
July 26 CC Minutes

5 **O-1011-62** CONSIDERATION OF ORDINANCE NO. O-1011-62 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS GRANT SPECIAL USE FOR A BAR WITH LIVE ENTERTAINMENT FOR PROPERTY CURRENTLY ZONED C-3, INTENSIVE COMMERCIAL DISTRICT, LOCATED AT 117 NORTH CRAWFORD AVENUE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-62 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1011-62
Davani Location Map
Davani Special Use Hookah Bar Staff Report
Davani Pre-Dev App-Site Plan
Davani Pre-Development Summary
Davani Protest
7-14-11 PC Minutes - Davani

Legislative History

7/14/11	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council

6 **O-1112-07** CONSIDERATION OF ORDINANCE NO. O-1112-07 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTIONS 5 AND 6 OF THE NORMAN CITY CHARTER WHICH RELATES TO THE DESIGNATION OF DATES FOR MUNICIPAL GENERAL AND RUNOFF ELECTIONS AS PROVIDED UNDER THE THEN-CURRENT STATE LAW; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-07 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1112-07 Runoff elections clean Final.pdf
O-1112-07 Runoff elections anno Final.pdf

7 **O-1112-08** CONSIDERATION OF ORDINANCE NO. O-1112-08 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE 8th DAY OF NOVEMBER 2011, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-1112-07 WHICH ORDINANCE AMENDS SECTIONS 5 AND 6 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN, OKLAHOMA RELATING TO THE DESIGNATION OF DATES FOR MUNICIPAL GENERAL AND RUNOFF ELECTIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-08 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1112-08 Calling Special Election 8-3-11 fINAL.pdf
Proclamation and Notice of Election

8 **O-1112-9**

CONSIDERATION OF ORDINANCE NO. O-1112-09 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE VIII, SECTIONS 13-809 THROUGH 13-814; AND ARTICLE XXVIII, SECTIONS 13-2804, 13-2806 AND 13-2809 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY ADDING PROVISIONS AND AMENDING THE APPLICATION AND PERMIT ISSUANCE PROCEDURES AND FEES FOR TEMPORARY FOOD ESTABLISHMENTS AND SOLICITORS AND PEDDLERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-09 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1112-09 clean
O-1112-09 annotated

9 **K-1011-150** CONSIDERATION OF BID NO. 1011-64; CONTRACT NO. K-1011-150 WITH RAILROAD YARD, INC. IN THE AMOUNT OF $297,976; CHANGE ORDER NO. ONE DECREASING THE CONTRACT AMOUNT BY $67,622.70; PERFORMANCE BOND NO. B-1011-86; STATUTORY BOND NO. B-1011-87, AND MAINTENANCE BOND NO. MB-1011-89 FOR THE FYE 2011 HALL PARK LAKE DAM IMPROVEMENT PROJECT, PHASE I; RESOLUTION NO. R-1011-139; AND BUDGET APPROPRIATION.

ACTION TAKEN: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to Railroad Yard, Inc., in the amount of $297,976 as the lowest and best bidder meeting specification; approve Contract No. K-1011-150, Change Order No. One decreasing the contract amount by $67,622.70 and the performance, statutory, and maintenance bonds; authorize execution of the contract and change order; direct the filing of the bonds; adopt Resolution No. R-1011-139; and appropriate $94,538.55 from the Capital Fund Balance (050-0000-253.20-00) to Project No. DR0058, Hall Park Dam Repair, Construction, (050-9968-431.61-01).

ACTION TAKEN: _____

Attachments: Funding Table
Hall Park Bid Tab
K-1011-150
Chg #1 K-1011-150
Perf Bond B-1011-86
Stat Bond B-1011-87
MB-1011-89
R-1011-139
PR Railroad Yard

10 **E-1112-1** CONSIDERATION OF ACCEPTANCE OF EASEMENT NO. E-1112-1 (PERMANENT DAM EMBANKMENT) DONATED BY KEN AND SHELLEY FERTITTA FOR THE HALL PARK LAKE DAM IMPROVEMENT PROJECT.

ACTION NEEDED: Motion to accept or reject Easement No. E-1112-1; and, if accepted, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Attachments: Easement Table
E-1112-1
Hall Park Dam Easements

11 **E-1112-2** CONSIDERATION OF ACCEPTANCE OF A EASEMENT NO. E-1112-2 (PERMANENT DAM EMBANKMENT) DONATED BY JESSE BRANDON MITCHELL AND LINDY MARIE MITCHELL FOR THE HALL PARK LAKE DAM IMPROVEMENT PROJECT.

ACTION NEEDED: Motion to accept or reject Easement No. E-1112-2; and, if accepted, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Attachments: Easement Table
E-1112-2
Hall Park Dam Easement Location Map

12 **LL-1112-1** LIMITED LICENSE NO. LL-1112-1: LIMITED LICENSE TO PLACE TWO (2) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM CLEVELAND COUNTY YMCA FOR THE 10TH ANNUAL TIE-DYE TRI ON SEPTEMBER 25, 2011.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-1 to place two (2) ground banners within the public right-of-way pursuant to a request from the Cleveland County YMCA.

ACTION TAKEN: _____

Attachments: Annual Tie Die Tri Application
YMCA Tie-Dye Tri
Picture of Sign

13 **K-0910-144 CHG 1**

CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-144: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND ASSOCIATED ENVIRONMENTAL INDUSTRIES CORPORATION INCREASING THE CONTRACT AMOUNT BY $18,629.30 FOR THE CONSTRUCTION OF TEN WATER WELL HOUSES IN CONNECTION WITH PHASE 2 OF THE WELL FIELD DEVELOPMENT PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Change Order No. One to Contract No. K-0910-44 with Associated Environmental Industries Corporation increasing the contract amount by $18,629.30; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount off $39,769.27 to Associated Environmental Industries Corporation.

ACTION TAKEN: _____

Attachments: Change 1 K-0910-144
Location map

14 **K-1011-56 Amd 1**

AMENDMENT NO. ONE TO CONTRACT NO. K-1011-56: BY AND BETWEEN THE CITY OF NORMAN AND SMC CONSULTING ENGINEERS, P.C., INCREASING THE CONTRACT AMOUNT OF $5,000 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE INTERSTATE 35/ROBINSON STREET INTERCHANGE NORTHEAST RAMP PROJECT.

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-1011-56 with SMC Consulting Engineers, P.C., increasing the contract amount by $5,000 and authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Amd 1 K-1011-56
Exhibit A
Project Map
Requisition

15 **K-1011-131 CO #1**

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-131: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STANDARD ROOFING COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY $16,153 ADDING THE IRRIGATION PUMP BUILDING ROOF AT WESTWOOD GOLF COURSE AND GUTTERING AT THE SENIOR CENTER TO THE ROOFING PROJECTS.

ACTION NEEDED: Motion to approve or reject Change Order No. One to Contract No. K-1011-131 with Standard Roofing Company, Inc., increasing the contract amount by $16,153; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Change 1 K-1011-131

16 **K-1112-13**

CONTRACT NO. K-1112-13: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. SRS-114D(294)ST, AND SRS-114D(295), STATE JOB NO. 28470(13) FOR THE SAFE ROUTES TO SCHOOL AGREEMENT FOR KENNEDY ELEMENTARY SCHOOL LOCATED AT 621 SUNRISE DRIVE, ADOPTION OF RESOLUTION NO. R-1112-12 AND BUDGET TRANSER.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-13 with the Oklahoma Department of Transportation; and, if approved, adopt Resolution No. R-1112-12; authorize the execution of the contract and resolution, and transfer $4,900 from the Special Revenue Fund Balance (022-0000-253.20-00) to Project No. TR0081, Safe Routes School Kennedy, designating $2,450 to Other Supplies, Materials (022-5023-429.31-99) and $2,450 into Miscellaneous Services/Other (022-5023-429.47-99 (TR-0081).

ACTION TAKEN: _____

Attachments: Attachment A -Table of Accounts
K-1112-13 & R-1112-12

17 **K-1112-16** CONTRACT NO. K-1112-16: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL AID PROJECT NO. HSIPY-114A(242) TR, JOB PIECE NO. 26474(04) THE CONSTRUCTION OF HIGHWAY 77 (CLASSEN BOULEVARD) AND IMHOFF ROAD INTERSECTION IMPROVEMENT PROJECT AND ADOPTION OF RESOLUTION NO. R-1112-15.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-16 with the Oklahoma Department of Transportation; and, if approved, adopt Resolution No. R-1112-15 and authorize the execution of the contract and resolution, direct payment to the Oklahoma State Department of Transportation in the amount of $302,347.53 for the City's 20% share.

ACTION TAKEN: _____

Attachments: K-1112-16 & R-1112-15
Requisition

18 **K-1112-17** CONTRACT NO. K-1112-17: AN ENTERPRISE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., (ESRI) TO PROVIDE SOFTWARE SUPPORT FOR THE PLANNING, PUBLIC WORKS, POLICE, PARKS AND RECREATION, AND UTILITIES DEPARTMENTS IN THE AMOUNT OF $53,616.50 PER YEAR FOR A PERIOD OF THREE YEARS.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-17 with ESRI in the amount of $53,616.50 per year for a period of three years; and, if approved, authorize the execution of the contract.

ACTION TAKEN:

_____

Attachments: K-1112-17
ESRI Letter
ESRI Quotation
Requisition 189498

Non-Consent Items

19 **R-1011-126** RESOLUTION NO. R-1011-126: 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-1011-14**, SO AS TO PLACE A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE OFFICE DESIGNATION AND REMOVE THE SAME FROM THE MEDIUM DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-126, Land Use Plan Amendment No. LUP-1011-14; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto

ACTION TAKEN: _____

Attachments: R-1011-126, LUP-1011-14
norman2025 811 campus crest
Campus Crest 2025 Staff Report
6-9-11 Campus Crest Minutes

Legislative History

6/9/11	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council

20 O-1011-59 ORDINANCE NO. 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)

ACTION NEEDED: Motion to adopt Ordinance No. O-1011-59 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt Ordinance No. O-1011-59 upon Final Reading as a whole.

ACTION TAKEN: _____

Attachments: O-1011-59 Campus Crest
Campus Crest Prelim Site Plan
Campus Crest Location Map
Campus Crest Rezoning Staff Report
Campus Crest Addition PUD Rev 8-3-11.pdf
Campus Crest Exhibit F
6-9-11 Campus Crest Minutes

Legislative History

6/9/11	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department
7/26/11	City Council	Introduced and adopted on First Reading by title only

21 PP-1011-24 CONSIDERATION OF A PRELIMINARY PLAT FOR CAMPUS CREST ADDITION, A PLANNED UNIT DEVELOPMENT, AND WAIVER OF ALLEY REQUIREMENTS FOR THE COMMERCIAL PROPERTY. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9).

ACTION NEEDED: Motion to approve or reject the preliminary plat and waiver of alley requirements for Campus Crest Addition, a Planned Unit Development.

ACTION TAKEN: _____

Attachments: Traffic Table
Campus Crest Location Map
Campus Crest Prelim Plat Staff Report
Campus Crest Prelim Plat
Campus Crest Prelim Site Plan
Campus Crest Oil Well Site Plan
Campus Crest Alley Waiver
Predevelopment Summary Campus Crest
Greenbelt Comments Campus Crest
Campus Crest GES
PC Minutes Campus Crest

Legislative History

6/6/11	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council

22 **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.

23 **Adjournment**

City of Norman, OK

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

Master

File Number: GID-1112-9

File ID:	GID-1112-9	**Type:**	Minutes	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 4	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	08/03/2011
File Name:	Minutes			**Final Action:**	

Title: CONSIDERATION OF APPROVAL OF THE MINUTES AS FOLLOWS:

JOINT CITY COUNCIL/OVERSIGHT COMMITTEE STUDY SESSION MINUTES OF JULY 19, 2011
CITY COUNCIL MINUTES OF JULY 26, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF JULY 26, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 26, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 26, 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: August 9 City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 4

Attachments: July 19 Jt. Council/Oversight SS minutes.pdf, July 26 CC Minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/09/2011					

Text of Legislative File GID-1112-9

JOINT CITY COUNCIL AND OVERSIGHT COMMITTEE STUDY SESSION MINUTES

July 19, 2011

The City Council of the City of Norman, Cleveland County, State of Oklahoma, and the Oversight Committee met in Study Session meeting at 5:30 p.m. in the Municipal Building Conference Room on the 19th 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, Mayor Pro Tem Quinn,
ABSENT:	Councilmember Spaulding and Mayor Rosenthal

DISCUSSION REGARDING ORDINANCE NO. O-1011-5 AMENDING CHAPTER 2 REGARDING COUNCIL ETHICS.

Mayor Pro Tem Quinn said the proposed ethics Ordinance No. O-1112-5, was on the July 12, 2011 City Council agenda for First Reading. He said Council discussed and agreed the Oversight Committee would review the proposed ordinance, existing charter, and statutory provisions prior to the Second Reading and final Council consideration scheduled for July 26, 2011. Due to time constraints it was felt a joint meeting would be better and allow the full Council opportunity for input on the proposed ordinance prior to the July 26, 2011, Council meeting.

Ms. Kathryn Walker, Assistant City Attorney, said Ordinance No. O-1112-5 would incorporate the Ethics Policy into the Norman City Code, Section 2-103, Council ethics; as well as change some existing language in Section 2-103. She said Section 2-103(a)(2-3) currently provides that members of Council shall refrain from making decisions involving business associates, customers, clients, friends and competitors, and from using their influence to secure contracts, zoning, or other favorable municipal action for friends, customers, clients, immediate family members, or business associates. Section 2-103(a)(6) also requires that Council refrain from repeated and continued violations of Council rules.

Ms. Walker said the proposed ordinance would strike "friends" from Section 2-103(a)(2) and (a)(3) and strike the "repeated and continued" modifier from the prohibition of repeated and continued violations of Council ethics rules by Section 2-103(a)(6). She said Section 2-103(a)(7) adds new language about conflict of interest including the process for processing violations.

Ms. Walker said the amendment will also incorporate the Ethics Policy adopted by Council in April 2009, into the rest of Section 2-103 of the Code. The definitions of pecuniary interest in the Ethics Policy is expanded in the proposed ordinance to include the expectation of an employment consequence and to classify any ownership interest valued over $20,000 as a de facto pecuniary interest. Appointed City Officials include any member of a board, commission, committee, or authority of the City who is appointed to such position by action of the Mayor and/or City Council and appointed City Official may not be full-time City of Norman employees.

The Ethics Policy, as incorporated into the proposed Ordinance, requires that alleged violations of the ethics code be reported by City Councilmembers to the Mayor, or the Mayor Pro Tem if the alleged violator is the Mayor. Appointed officials are required to report alleged violations to the Chairperson of their board, commission, or committee, who may then report such violation to the Mayor. If the alleged violator is the Chairperson, the reporting official is to report the allegation directly to the Mayor. The Ethics Policy, as

adopted, does not set forth a remedy should such an allegation be sustained and under the proposed additions in Ordinance No. O-1112-05, violations of the conflict of interest provisions by a Councilmember would be forwarded to Municipal Court with enforcement in accordance with Article XVII, Section 4 of the Charter.

Mayor Pro Tem Quinn asked whether there were any issue(s) regarding enforcement of the Ethics Policy and any conflict(s) with State law and the proposed ethics ordinance. Ms. Walker said the existing Charter provisions for Article X, Section 1, of the City Charter sets forth the procedure by which a member of an appointive board or commission created by Charter or ordinance may be removed, which states a member may be removed from position if five (5) or more Councilmembers approve a motion to remove at a regular Council meeting.

Ms. Walker said, Article XI, Section 3, of the Charter provides for removal of Mayor and Councilmembers and the language states the removal process is provided by State law.

Article XVIII, Section 4, of the City Charter referred to in the proposed ordinance as providing a remedy for conflicts of interest violation and Mayor Pro Tem Quinn asked Staff to speak about the proposed additions to the ordinance giving jurisdiction for removal based on conflict of interest to Municipal Court. Ms. Walker said the proposed additions would give jurisdiction for removal based on conflict of interest to Municipal Court; however, this appears to be contrary to the City Charter and State law. She said one of the benefits of limiting enforcement to the procedures outlined in State law is that it removes City employees, both prosecutors and judges from the adjudicative process. Furthermore, under the Rules of Professional Conduct applicable to lawyers, it is possible that participation in such action could create an impermissible conflict of interest, necessitating the need for special counsel and appointed Judge for matters related to ouster or removal of municipal officials.

Councilmember Kovach asked whether replacing "municipal court" with "district court" in proposed Section 2-103(a)(7)(c) would make the ordinance harmonious with the Charter and Ms. Walker said "municipal court" could be replaced with "district court", but felt it would be better to instead state that removal or ouster actions for other alleged ethical violations could be pursued under the avenues provided by State law. She said there is concurrent jurisdiction in some instances where it would not necessarily be District Court, but could be filed at the Supreme Court, and Councilmember Dillingham said it would also allow for additional changes to State law. Councilmember Ezzell asked if this change would create any inconsistency issue when State law is referenced since the current Charter provision references removal for *county officers* per State law. He asked Staff if it made more sense to reference the Charter provision regarding removal rather than referencing generically State law and Ms. Walker felt that would be a good idea as it would be clear reference to the proposed Ordinance. Councilmember Kovach requested Staff to draft such language that would be appropriate for the proposed amendment.

Councilmember Dillingham asked whether the possible causes for removal are specific enough or if the language "willful neglect" could be construed to be a violation of the proposed ordinance and Ms. Walker said Title 22 states one of the causes for removal is the willful neglect of duty, i.e., knowing there is a duty and knowingly refusing to honor such duty. Councilmember Kovach asked if the proposed amendment to Section 7(c), **Conflict of Interest**, is sufficiently clear for any violations of the Ethics Policy and potential removal would be because of conflict of interest violations as stated in the Charter. Ms. Walker said removal can be pursued for reasons other than conflict of interest, but if the goal of this proposed amendment is to limit conflict of interest under these provisions in the City's Ethic Policy, then she felt the language is sufficiently clear. Councilmember Kovach felt that is the intent of the proposed amendment and removal should only apply to pecuniary interest under the proposed amendment for "Conflict of Interest" as envisioned in the Charter.

Mayor Pro Tem Quinn asked if the proposed amendment included a definition for *organizational responsibility* and Ms. Leah Messner, Assistant City Attorney, said it is categorized under **Benefit, Detriment, or Employment Consequence** (c) "...a business or organization with which the official is associated...". She said the definition came from Oklahoma Ethics Commission language and was used because it had a body of interpretation the City could rely on when interpreting the Ethics Policy. Mayor Pro Tem Quinn asked if a definition for *personal relationship* was included in the proposed amendment and Ms. Messner said it is not. She said Staff would refer to Webster's Dictionary to interpret the meaning of the word in cases where there may not be a definition. Mayor Pro Tem Quinn said he was asking from a personal standpoint; since he is a realtor he has personal relationships with several people who go before Council on issues such as zoning, platting, etc., and based on the language of the proposed ordinance amendment would he need to abstain each time this or a similar issue was scheduled for Council consideration. Staff said it was a fairly broad definition and the language would apply to almost any Councilmember and Mayor Pro Tem Quinn stated that is precisely why he has a concern. Councilmember Kovach said he would support striking the verbiage "personal relationship" from Section 2-103(7)(a) from the proposed ordinance amendment.

Mayor Pro Tem Quinn asked Staff what exactly are the "Council rules" in Section 2-103(a)(6) i.e.; are they rules posted on a wall; are they "Robert's Rules"; or are they State law or Charter language. Ms. Walker said "Council rules" is language in the current ordinance and Staff felt it should be more clear. Councilmember Dillingham suggested striking "Council rules" and replacing it with "Violations of Section 2-103" and Council agreed.

Council discussed whether Councilmembers should get warning(s), if they violated Council ethics. Councilmember Dillingham felt forgetting to abstain can at times be a simple oversight, i.e., if a Councilmember, who is also on a social services board, forgets to abstain when a social services grant is scheduled for Council consideration; and Councilmember Gallagher suggested each Councilmember get one warning, but anything after that would be considered a violation. Councilmember Ezzell said the first violation for a Councilmember may not be innocuous, such as Councilmember Dillingham described, and would not validate a warning, i.e., if a Councilmember voted to award a contract to a business partner instead of abstaining. Councilmember Kovach felt having all violations forwarded to a District Court Judge was a good idea because they would be a neutral arbitrator looking at each violation separately to determine if the violation is deliberate and/or enforceable. Ms. Walker said the State statute reads "...a *willful* violation or neglect of duty could be grounds for removal...", and in a case such as Councilmember Ezzell illustrated, the City Charter also provides that the contract would be void. Council agreed the word "willful" should be added before "Violations" in Section 2-103(a)(6) and Staff said this change would also be consistent with State law.

Mayor Pro Tem Quinn asked if the definition for *potential conflict* needed any changes and said felt the verbiage "indirect benefit" was vague. Councilmember Kovach said under potential conflict, an elected official would simply need to state the conflict, although the effect of the conflict is not certain and Council agreed no changes should be made.

Council discussed the Duty to Report section of the proposed ordinance, specifically how to report an alleged violation. Councilmember Dillingham felt it is appropriate for an elected official to give notice of an alleged violation to the Mayor or Mayor Pro Tem, but the actual reporting of the alleged violation should be given to the City Attorney. Ms. Walker said the proposed language does not actually result in an ouster action and suggested changing the verbiage to reflect "...Elected officials have a duty to report in accordance with State law or City Charter...", so it will recommence the ouster or removal process through the Attorney General or District Court. Councilmember Kovach asked Staff is there was any issue with the existing language where it refers to consulting with the City Attorney's Office and Ms. Walker said no, because it is the role of the City Attorney's Office to advise Council, just as long as it is not the role for the City Attorney's Office to report any

Council violation(s). Council requested Staff to delete second paragraph in its entirety and replace with the verbiage "Elected officials have a duty to report in accordance with State law".

Ms. Brenda Hall, City Clerk, said Staff prepared the draft ordinance amendments and submitted to Council for first reading just as it was received from the requestors. She said Staff will need to clean up and submit the ordinance according to the uniformed method and format in which they are typically submitted to MuniCode. Ms. Hall said the verbiage would include changes recommended tonight and requested authorization from Council as to whether or not Staff could make the modifications to the ordinance and Council agreed Staff could make the appropriate changes.

Ms. Hall said the original Ethics Policy was drafted to also include Boards and Commissions, but the heading for Section 2-103 reads *Council* ethics and she asked whether the proposed amendment would still be applied to Boards and Commissions in this manner. Councilmember Ezzell said the intent was to have the proposed amendment only apply to Council and the language in Resolution No. R-0809-123 would still apply to Boards and Commissions. Ms. Messner suggested deleting the definition for "*appointed city official*" and strike all references to "appointed officials" throughout the ordinance and Council agreed that would be an appropriate change.

The ordinance will be considered in its second and final reading on July 26, 2011.

Items submitted for the record

1. Memorandum dated July 14, 2011, from Ms. Brenda Hall, City Clerk, to Mayor and City Councilmembers
2. Proposed Draft Ordinance No. O-1112-5, amending Chapter 2, Section 2-103 Council Ethics
3. Memorandum dated July 14, 2011, from Ms. Brenda Hall, City Clerk, to Mayor and City Councilmembers
4. City Council Planning Committee Minutes dated September 12, 2008, October 24, 2008, November 14, 2008, December 12, 2008, February 13, 2009, and March 27, 2009
5. Memorandum dated July 15, 2011, from Ms. Kathryn L. Walker, Assistant City Attorney II, and Ms. Leah Messner, Assistant City Attorney I, through Mr. Jeff H. Bryant, City Attorney, to Honorable Mayor and Council Members

The meeting adjourned at 6:20 p.m.

ATTEST:

City Clerk

Mayor

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

July 26, 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 26th 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, Quinn, Spaulding, Mayor Rosenthal
ABSENT:	None

The Pledge of Allegiance was led by Mayor Rosenthal.

* * * * *

Item 3, being:

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

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

Items submitted for the record

1. Text File No. GID-1112-11 dated July 19, 2011, by Brenda Hall, City Clerk
2. Volunteers' Recognition Reception minutes of July 5, 2011
3. City Council minutes of July 5, 2011
4. Norman Utilities Authority minutes of July 5, 2011
5. Norman Municipal Authority minutes of July 5, 2011
6. Norman Tax Increment Finance Authority minutes of July 5, 2011
7. City Council Special Session minutes of July 12, 2011
8. City Council minutes of July 12, 2011
9. Norman Utilities Authority minutes of July 12, 2011
10. Norman Municipal Authority minutes of July 12, 2011
11. Norman Tax Increment Finance Authority minutes of July 12, 2011

and the question being upon approving the minutes and upon the subsequent directive, 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 minutes approved; and the filing thereof was directed.

* * * * *

Item 4, being:

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.

Councilmember Kovach moved that receipt of Proclamation No. P-1112-02 proclaiming Tuesday, August 2, 2011, as "National Night Out" in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. P-1112-2 dated July 13, 2011, by Sergeant Jennifer Newell
2. Proclamation No. P-1112-2

Participants in discussion
1. Sergeant Jennifer Newell, Public Information Officer, and Mr. Keith Humphrey, Police Chief, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation No. P-1112-02 proclaiming Tuesday, August 2, 2011, as "National Night Out" in the City of Norman and upon the subsequent directive, 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 receipt of Proclamation No. P-1112-02 proclaiming Tuesday, August 2, 2011, as "National Night Out" in the City of Norman acknowledged; and the filing thereof was directed.

* * * * *

Item 5, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 6 through Item 41 excluding Item 10 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 41 excluding Item 10, 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 Item 6 through Item 41 excluding Item 10 were placed on the consent docket by unanimous vote.

* * * * *

Item 6, being:

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)

Councilmember Kovach moved that Ordinance No. O-1011-59 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. O-1011-59 dated May 10, 2011, by Doug Koscinski, Current Planning Manager
2. Ordinance No. O-1011-59 with Exhibit A, site development plan
3. Location map
4. Staff Report dated June 9, 2011, recommending approval with condition
5. PUD narrative for Campus Crest Addition dated May 9, 2011, prepared by Sean Paul Rieger, the Rieger Law Group
6. Pertinent excerpts from Planning Commission minutes of June 9, 2011

and the question being upon the Introduction and adoption of Ordinance No. O-1011-59 upon First Reading by title, 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 Ordinance No. O-1011-59 was Introduced and adopted upon First Reading by title.

* * * * *

Item 7, being:

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.

Councilmember Kovach moved that payment of FYE 2012 dues assessment in the amount of $56,600 to the Association of Central Oklahoma Governments through June 30, 2012, be approved, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. GID-1112-06 dated July 11, 2011, by Brenda Hall, City Clerk
2. Invoice No. 6127 dated July 1, 2010, from the Association of Central Oklahoma Governments in the amount of $56,600

and the question being upon approving payment of FYE 2012 dues assessment in the amount of $56,600 to the Association of Central Oklahoma Governments through June 30, 2012, 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 payment of FYE 2012 dues assessment in the amount of $56,600 to the Association of Central Oklahoma Governments through June 30, 2012, was approved.

* * * * *

Item 8, being:

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

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

Items submitted for the record
1. RPT-111-2 dated July 11, 2011, by Anthony Francisco, Director of Finance
2. Finance Director's Investment Report of June 30, 2011

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

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

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

* * * * *

Item 9, being:

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

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

Items submitted for the record
1. Text File No. RPT-1112-3 dated June 11, 2011, by Brenda Hall, City Clerk
2. Monthly Departmental Reports for the month of June, 2011

Participants in discussion
1. Ms. Kathryn Walker, Assistant City Attorney

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

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

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

* * * * *

Item 10, being:

SUBMISSION OF A FINAL REPORT FROM THE ENFORCEMENT AUTHORITY.

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

Items submitted for the record
1. Text File No. RPT-111-1 dated May 23, 2011, by Brenda Hall, City Clerk
2. Final Report from the Enforcement Authority dated July 13, 2011, with attached informational mailer paid for by Bob Cleveland, President, Republican Party (GOP) Political Action Committee (PAC)
3. Enforcement Authority minutes of December 10, 2010, and February 25, March 4, April 15, May 6, and July 1, 2011

Item 10, continued:

Participants in discussion
1. Ms. Brenda Hall, City Clerk
2. Mr. Bobby Cleveland, 10701 York Road, Lexington, asked questions
3. Ms. Jeanette Coker, 620 East Main Street, made comments

Thereupon, Councilmember Spaulding moved that the report be returned to the Enforcement Authority to remove the attached postcard and any comments related thereto, which motion was duly seconded by Councilmember Dillingham; and the question being upon returning the report to the Enforcement Authority to remove the attached postcard and any comments related thereto, 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 report will be returned to the Enforcement Authority to remove the attached postcards and any comments related thereto.

* * * * *

Item 11, being:

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.

Councilmember Kovach moved that all bids meeting specifications be accepted; the bid in the amount of $178,311.50 be awarded to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1011-174 and Change Order No. One increasing the contract by $14,898.50 be approved; the Mayor be authorized to execute the contract and change order and 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; Resolution No. R-1011-62 be adopted; and $8,210 be transferred 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, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. K-1011-174 dated July 7, 2011, by Jack Burdett, Engineering Assistant with attached table detailing the FYE 2012 Concrete Projects and the FYE 2012 Concrete Projects Budget
2. Bid tabulation for the FYE 2012 Concrete Projects
3. FYE 2012 Concrete Project Locations
4. Contract No. K-1011-174
5. Change Order No. One to Contract No. K-1011-174
6. Resolution No. R-1011-62

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

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

Item 11, continued:

The Mayor declared the motion carried and all bids meeting specifications accepted; the bid in the amount of $178,311.50 was awarded to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; Contract No. K-1011-174 and Change Order No. One increasing the contract by $14,898.50 was approved; the Mayor was authorized to execute the contract and change order and 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; Resolution No. R-1011-62 was adopted; and $8,210 was transferred 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.

* * * * *

Item 12, being:

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.

Councilmember Kovach moved that ratification of the declaration of an emergency be approved and payment in the amount of $25,586 to Standard Roofing Company, Inc., be directed and $28,953 be transferred from FYE 2011, Project No. EF0020, Maintenance of Existing Facilities, Contingency (050-9677-419.61-01), and $3,633 from FYE 2011, General Fund, 2% Reserve (010-1001-411.40-97) to Project No. EF1003, Building HVAC Mechanical, Construction (050-9540-419.61-01), which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. GID-1112-12 dated July 20, 2011, by Matthew Smith, Facility Maintenance Superintendent
2. Memorandum dated June 17, 2011, from Brenda Hall, City Clerk, and Matthew T. Smith, Facilities Maintenance Superintendent, to Steve Lewis, City Manager
3. Proposal No. 80000006 dated June 16, 2011, in the amount of $25,586 from Danny Webb, Vice-President, Standard Roofing Company, Inc., to Matthew Smith, City of Norman
4. Quote No. 5394 dated June 21, 2011, in the amount of $6,982 from Allied Heat and Air
5. Purchase Requisition No. 0000189406 dated July 20, 2011, in the amount of $25,586 to Standard Roofing Company, Inc.
6. Purchase Requisition No. 0000189407 dated July 20, 2011, in the amount of $6,982 to Allied Heat and Air

Participants in discussion

1. Ms. Brenda Hall, City Clerk

and the question being upon approving ratification of the declaration of an emergency and upon the subsequent directive and transfer, 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 ratification of the declaration of an emergency approved; and payment in the amount of $25,586 to Standard Roofing Company, Inc., was directed and $28,953 was transferred from FYE 2011, Project No. EF0020, Maintenance of Existing Facilities, Contingency (050-9677-419.61-01), and $3,633 from FYE 2011, General Fund, 2% Reserve (010-1001-411.40-97) to Project No. EF1003, Building HVAC Mechanical, Construction (050-9540-419.61-01).

* * * * *

Item 13, being:

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.

Councilmember Kovach moved that Easement No. E-1011-102 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-102 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Easement No. E-1011-102

and the question being upon accepting Easement No. E-1011-102 and upon the subsequent directive, 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 Easement No. E-1011-102 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 14, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-103 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-103 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-103

and the question being upon accepting Temporary Easement No. E-1011-103 and upon the subsequent directive, 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 Temporary Easement No. E-1011-103 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 15, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-104 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-104 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-104

and the question being upon accepting Temporary Easement No. E-1011-104 and upon the subsequent directive, 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 Temporary Easement No. E-1011-104 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 16, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-105 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-105 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-105

and the question being upon accepting Temporary Easement No. E-1011-105 and upon the subsequent directive, 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 Temporary Easement No. E-1011-105 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 17, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-106 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-106 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-106

and the question being upon accepting Temporary Easement No. E-1011-106 and upon the subsequent directive, 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 Temporary Easement No. E-1011-106 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 18, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-107 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-107 dated July 12, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-107

and the question being upon accepting Temporary Easement No. E-1011-107 and upon the subsequent directive, 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 Temporary Easement No. E-1011-107 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 19, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-108 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-108 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-108

and the question being upon accepting Temporary Easement No. E-1011-108 and upon the subsequent directive, 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 Temporary Easement No. E-1011-108 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 20, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-109 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-109 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-109

and the question being upon accepting Temporary Easement No. E-1011-109 and upon the subsequent directive, 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 Temporary Easement No. E-1011-109 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 21, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-110 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-110 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-110

and the question being upon accepting Temporary Easement No. E-1011-110 and upon the subsequent directive, 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 Temporary Easement No. E-1011-110 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 22, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-111 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-111 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-111

and the question being upon accepting Temporary Easement No. E-1011-111 and upon the subsequent directive, 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 Temporary Easement No. E-1011-111 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 23, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-112 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-112 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-112

and the question being upon accepting Temporary Easement No. E-1011-112 and upon the subsequent directive, 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 Temporary Easement No. E-1011-112 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 24, being:

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.

Councilmember Kovach moved that Temporary Easement No. E-1011-113 be accepted and the filing thereof with the City Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-113 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-113

and the question being upon accepting Temporary Easement No. E-1011-113 and upon the subsequent directive, 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 Temporary Easement No. E-1011-113 accepted; and the filing thereof with the City Clerk was directed.

* * * * *

Item 25, being:

CONSIDERATION OF ACCEPTANCE OF 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.

Councilmember Kovach moved that Temporary Easement No. E-1011-114 be accepted and the filing thereof with the City Clerk and payment for the easement be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. E-1011-114 dated July 2, 2011, by John Clink, Capital Projects Engineer with attached table of easements
2. Location map
3. Temporary Easement No. E-1011-114

and the question being upon accepting Temporary Easement No. E-1011-114 and upon the subsequent directive, 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 Temporary Easement No. E-1011-114 accepted; and the filing thereof with the City Clerk and payment for the easement were directed.

* * * * *

Item 26, being:

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)

Councilmember Kovach moved that Norman Rural Certificate of Survey No. COS-1011-08 with a variance in the ten (10) acre minimum requirements for Tracts 3 and 4 be approved and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. COS-1011-8 dated May 10, 2011, by Ken Danner, Development Manager
2. Location map
3. Norman Rural Certificate of Survey No. COS-1011-08
4. Staff Report dated June 9, 2011, recommending approval
5. City of Norman Predevelopment No. PD-10-27 dated December 16, 2010, for Denny Flick for property located East of 72nd Avenue N.E. and approximately ¼ mile north of Alameda Drive
6. Norman Greenbelt Enhancement Statement dated December 1, 2010, for Denny Flick
7. Pertinent excerpts from Planning Commission minutes of June 9, 2011

and the question being upon approving 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 upon the subsequent directive, 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 Norman Rural Certificate of Survey No. COS-1011-08 with a variance in the ten (10) acre minimum requirements for Tracts 3 and 4 approved; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 27, being:

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)

Councilmember Kovach moved that 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, be approved; the public dedications contained within the plat be accepted; the Mayor be authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a warranty deed for park land dedication requirements; and the filing of the final plat be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. FP-1011-17 dated December 14, 2010, by Ken Danner, Development Manager
2. Location map
3. Final plat
4. Revised preliminary plat
5. Staff Report dated January 13, 2011, recommending approval
6. Pertinent excerpts from Planning Commission minutes of January 13, 2011

and the question being upon approving 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 upon the subsequent acceptance, authorization, and directive, 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 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, approved; the public dedications contained within the plat were accepted, the Mayor was authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a warranty deed for park land dedication requirements, and the filing of the final plat was directed.

* * * * *

Item 28, being:

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.

Councilmember Kovach moved that 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 be accepted and Other Revenue/Conservation Dist Grant (022-0000-334.13-67) be increased by $1,000 and $1,000 be appropriated to Other Supplies-Materials/Miscellaneous (022-5543-432.31-99), which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. GID-1112-05 dated July 6, 2011, by Debra Smith, Environmental Services Coordinator
2. Letter dated June 23, 2011, from Chris Ward, Education Director, Cleveland County Conservation District, to Debra Smith, Environmental Services Director
3. Invoice dated June 23, 2011, from Cleveland County Conservation District in the amount of $1,000 received by Debbie Smith

Participants in discussion
1. Mr. Ken Komiske, Director of Utilities

Item 28, continued:

and the question being upon accepting 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 upon the subsequent increase and appropriation, 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 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 accepted; Other Revenue/Conservation Dist Grant (022-0000-334.13-67) was increased by $1,000, and $1,000 was appropriated to Other Supplies-Materials/Miscellaneous (022-5543-432.31-99).

* * * * *

Item 29, being:

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.

Councilmember Kovach moved that 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 be accepted, FEMA – Firefighter Assistance (022-0000-331.13-42) be increased by $37,888, and $37,888 be appropriated to Project No. GF0070, Fire Act Grant, Plant and Operating Equipment/Firefighting Equipment (022-6449-422.51-13), which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. GID-1112-13 dated July 12, 2011, by James Fullingim, Fire Chief
2. Letter dated January 19, 2011, from Elizabeth M. Harman, Assistant Administrator, Grant Programs Directorate, Federal Emergency Management Agency, to Mr. James Fullingim, Norman Fire Department
3. Federal Emergency Management Agency Obligation Document for Award/Amendment dated December 9, 2010

and the question being upon accepting 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 upon the subsequent increase and appropriation, 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 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 accepted; FEMA – Firefighter Assistance (022-0000-331.13-42) was increased by $37,888 and $37,888 was appropriated to Project No. GF0070, Fire Act Grant, Plant and Operating Equipment/Firefighting Equipment (022-6449-422.51-13).

* * * * *

Item 30, being:

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.

Councilmember Kovach moved that Special Claim No. SC-1112-01 be approved and payment in the amount of $1,708.72 be directed contingent upon obtaining a Release and Covenant Not to Sue from Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. SC-1112-1 dated July 11, 2011, by Jeanne Snider, Assistant City Attorney
2. Memorandum dated May 9, 2011, from Brenda Hall, City Clerk, to Shawn O'Leary, Director of Public Works, and Jeff Bryant, City Attorney
3. Special Claim No. SC-1112-01 dated May 4, 2011, submitted by Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, in the amount of $1,708.72

Participants in discussion
1. Mr. Blaine Nice, Assistant City Attorney

and the question being upon approving Special Claim No. SC-1112-01 and upon the subsequent directive, 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 Special Claim No. SC-1112-01 approved; and payment in the amount of $1,708.72 was directed contingent upon obtaining a Release and Covenant Not to Sue from Southwestern Bell Telephone Company d/b/a AT&T Oklahoma.

* * * * *

Item 31, being:

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.

Councilmember Kovach moved that Change Order No. One to Contract No. K-1011-152 with ODOT decreasing the contract amount by $1,972.61 be approved; the execution thereof be authorized; and $7,000 be transferred from Project No. TC0240, Truman Elementary School Zone, Construction (050-9082-431.61-01), to Project No. TR0072, Longfellow-Jefferson Safe Routes, Construction (050-9082-431.61-01), which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. K-1011-152, Change Order No. One, dated July 12, 2011, by Mike Rayburn, Assistant Traffic Engineer
2. Change Order No. One to Contract No. K-1011-152
3. Proposal from Rudy Construction Company in the amount of $28,277.39 for the Jefferson/Longfellow Safety Routes to School Project
4. Letter dated June 27, 2011, from Shawn O'Leary, P.E., Director of Public Works, to Ms. Ernestine Mbroh, Safe Routes to School Program Director, Oklahoma Department of Transportation
5. Letter dated July 11, 2011, from Ernestine Mbroh, Safe Routes to School Program Director, Oklahoma Department of Transportation, to Shawn O'Leary, P.E., City of Norman
6. Location map

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

Item 31, continued:

and the question being upon approving Change Order No. One to Contract No. K-1011-152 with ODOT decreasing the contract amount by $1,972.61 and upon the subsequent authorization transfer, 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 C Change Order No. One to Contract No. K-1011-152 with ODOT decreasing the contract amount by $1,972.61 approved; the execution thereof was authorized, and $7,000 was transferred from Project No. TC0240, Truman Elementary School Zone, Construction (050-9082-431.61-01), to Project No. TR0072, Longfellow-Jefferson Safe Routes, Construction (050-9082-431.61-01).

* * * * *

Item 32, being;

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.

Councilmember Kovach moved that Contract No. K-1112-5 with the University of Oklahoma/CART in the amount of $310,500 through June 30, 2012, be approved and the execution of the contract be authorized, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. K-1112-5 dated July 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-5 with Addendum A, Bus Stops, Benches, and Shelters by Route

Participants in discussion
1. Ms. Linda Price, Revitalization Manager
2. Mr. Fred Pope, 1501 Navajo Road, asked questions
3. Ms. Jay Elle Martin, 1301 Glen Oaks Court, proponent
4. Ms. Linda Shannon, 1111 24th Avenue S.W., proponent
5. Ms. Krishna Baker, 1039 Robinhood Lane, proponent
6. Ms. Terry Myers, 200 Vicksburg Avenue, made comments
7. Ms. Tamara Iske, 3720 Brookhollow Road, proponent
8. Ms. Barbara Slajer, 1912 Frost Lane, proponent
9. Mr. Mark Nanny, 1815 Lakehurst Drive, proponent
10. Ms. Chris Nanny, 1815 Lakehurst Drive, proponent
11. Mr. Donald Robinson, 111 24th Avenue S.W., proponent

and the question being upon approving Contract No. K-1011-5 with the University of Oklahoma/CART in the amount of $310,500 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, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1112-5 with the University of Oklahoma/CART in the amount of $310,500 through June 30, 2012, approved; and the execution of the contract was authorized.

* * * * *

Item 33, being:

CONTRACT NO. K-1112-07: A CONTRACT 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.

Councilmember Kovach moved that Contract No. K-1112-07 with Capitol Decisions, Inc., in the amount of $71,500 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. K-1112-07 dated June 29, 2011, by Clint Mercer, Chief Accountant
2. Contract No. K-1112-07

and the question being upon approving Contract No. K-1112-07 with Capitol Decisions, Inc., in the amount of $71,500 and upon the subsequent authorization, 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 Contract No. K-1112-07 with Capitol Decisions, Inc., in the amount of $71,500 approved; and the execution thereof was authorized.

* * * * *

Mayor Rosenthal said pursuant to the City of Norman's currently adopted Ethics Policy and in the interest of full disclosure, she wanted to disclose some information related to Item 33. She said the Carl Albert Congressional Research and Study Center, of which she is the director, was created by the Board of Regents of the University of Oklahoma and the University Regents for Higher Education in the late 1970's. She said the Carl Albert Center has listed on the letterhead a national advisory board. She said this advisory board has not met during her tenure at the Carl Albert Center but she felt important to note that previously Mr. J.R. Rescovac, who is a principal at Capitol Decisions, Inc., was a member of that board and his tenure on that board began 25 years ago. She said that Contract No. K-1112-10 to be considered also began before her tenure with City Council began. She said she did not receive any benefit as a result of this contract.

* * * * *

Item 34, being:

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.

Councilmember Kovach moved that 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 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. K-1112-10 dated July 11, 2011, by Jeanne Snider, Assistant City Attorney
2. Contract No. K-1112-10 with Attachment A, Community Intervention Center (CIC) Claim Form Invoice; Attachment B, FY 2012 Community Intervention Center Budget; Part 7, Requirements for Community Intervention Centers
3. Affidavit of Assignment, FY 2012

Item 34, continued:

and the question being upon approving 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 upon the subsequent authorization, 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 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 approved; and the execution thereof was authorized.

* * * * *

Item 35, being:

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 $278,644.19 FOR THE OPERATION AND MAINTENANCE OF THE COMMUNITY INTERVENTION CENTER FROM JULY 1, 2010, THROUGH JUNE 30, 2011, AND BUDGET APPROPRIATION.

Councilmember Kovach moved that 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, be approved; the execution of the contract be authorized; and $40,000 be appropriated from the General Fund Balance (010-0000-253.20-00) to Professional Services/Other Professional, Legal (010-2220-412.40-99), which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. K-1112-11 dated July 11, 2011, by Jeanne Snider, Assistant City Attorney
2. Contract No. K-1112-11

and the question being upon approving 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 upon the subsequent authorization and appropriation, 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 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, approved; the execution thereof was authorized and $40,000 was appropriated from the General Fund Balance (010-0000-253.20-00) to Professional Services/Other Professional, Legal (010-2220-412.40-99).

* * * * *

Item 36, being:

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.

Councilmember Kovach moved that Contract No. K-1112-14 with Kirkpatrick Architectural Studio in the amount of $423,675 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. K-1112-14 dated July 14, 2011, by James Fullingim, Fire Chief
2. Contract No. K-1112-14
3. Pertinent excerpts from City Council Conference minutes of March 31, 2009

Participants in discussion
1. Mr. James Fullingim, Fire Chief
2. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions

and the question being upon approving Contract No. K-1112-14 with Kirkpatrick Architectural Studio in the amount of $423,675 and upon the subsequent authorization, 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 Contract No. K-1112-14 with Kirkpatrick Architectural Studio in the amount of $423,675 approved; and the execution thereof was authorized.

* * * * *

Item 37, being:

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.

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 $54,725.78 which will constitute judgment against the City Norman be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. GID-1112-08 dated July 12, 2011, by Blaine Nice, Assistant City Attorney, with attached table of payments and costs
2. Workers' Compensation Court Order No. WCC-2010-10900F, filed July 8, 2011
3. Purchase Requisition No. 0000188988 dated July 12, 2011, in the amount of $24,836 to Rodney Burton and Bell Law Firm
4. Purchase Requisition No. 0000188990 dated July 12, 2011, in the amount of $1,060.20 to Workers' Compensation Administrative Tax Fund
5. Purchase Requisition No. 0000188991 dated July 12, 2011, in the amount of $397.38 to Special Occupational Health and Safety Fund
6. Purchase Requisition No. 0000188992 dated July 12, 2011, in the amount of $140 to Workers' Compensation Court
7. Purchase Requisition No. 0000188993 dated July 12, 2011, in the amount of $118 to Cleveland County Court Clerk

Item 37, continued:

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, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the City Attorney's recommendation approved; a compliance with the Workers' Compensation Court Order was authorized, and payment of claims in the amount of $54,725.78 which will constitute judgment against the City Norman was directed.

* * * * *

Item 38, being:

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.

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 $39,819.58, which will constitute judgment against the City of Norman be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. GID-1112-09 dated July 15, 2011, by Blaine Nice, Assistant City Attorney with attached table of payments and costs
2. Workers' Compensation Court Order No. WCC 2011-00538R filed July 13, 2011
3. Purchase Requisition No. 0000189132 dated July 14, 2011, in the amount of $28,814.24 to Harold D. Glover and Richard A. Bell
4. Purchase Requisition No. 0000189133 dated July 14, 2011, in the amount of $770.06 to Workers' Compensation Administrative Tax Fund
5. Purchase Requisition No. 0000189134 dated July 14, 2011, in the amount of $288.77 to Special Occupational Health and Safety Fund
6. Purchase Requisition No. 0000189135 dated July 14, 2011, in the amount of $140 to Workers' Compensation Court
7. Purchase Requisition No. 0000189137 dated July 14, 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, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor 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 $39,819.58, which will constitute judgment against the City of Norman was directed.

* * * * *

Item 39, being:

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.

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 $46,367.06, which will constitute judgment against the City of Norman be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. GID-1112-10 dated July 18, 2011, by Blaine Nice, Assistant City Attorney with attached table of payments and costs
2. Workers' Compensation Court Order No. WCC 2010-07704R filed July 14, 2011
3. Purchase Requisition No. 0000189226 dated July 18, 2011, in the amount of $15,796 to James Scott and Greg Barnard
4. Purchase Requisition No. 0000189228 dated July 18, 2011, in the amount of $897.50 to Workers' Compensation Administrative Tax Fund
5. Purchase Requisition No. 0000189229 dated July 18, 2011, in the amount of $336.56 to Special Occupational Health and Safety Fund
6. Purchase Requisition No. 0000189230 dated July 18, 2011, in the amount of $140 to Workers' Compensation Court
7. Purchase Requisition No. 0000189230 dated July 18, 2011, in the amount of $118 to Cleveland County Court Clerk

Participants in discussion
1. Mr. Blaine Nice, Assistant City Attorney

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, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor 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 $46,367.06, which will constitute judgment against the City of Norman was directed.

* * * * *

Item 40, being:

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.

Councilmember Kovach moved that Resolution No. R-1112-13 be adopted, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. R-1112-13 dated July 11, 2011, by James Briggs, Park Planner
2. Resolution No. R-1112-13
3. Letter from Vernon McKown, Norman Youth Soccer Association, to Jud Foster
4. Location map
5. Elevations/Roof Plan of Sports Club House
6. Mechanical Plan of Sports Club House

and the question being upon adopting Resolution No. R-1112-13, 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-1112-13 was adopted.

* * * * *

Item 41, being:

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.

Councilmember Kovach moved that Resolution No. R-1112-14 be adopted, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. R-1112-14 dated July 12, 2011, James Briggs, Park Planner
2. Resolution No. R-1112-14
3. Letter dated June 21, 2011, from Susan Henry, Grants Administrator, Oklahoma State Parks, Oklahoma Tourism and Recreation Department, to James Briggs, Park Planner II
4. Location map

Participants in discussion
1. Mr. Jud Foster, Director of Public Works

and the question being upon adopting Resolution No. R-1112-14, 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-1112-14 was adopted.

* * * * *

Item 42, 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.

Ordinance No. O-1112-05 having been Introduced and adopted upon First Reading by title in City Council's meeting of July 12, 2011, Councilmember Kovach moved that Ordinance No. O-1112-05 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Spaulding;

Items submitted for the record
1. Text File No. O-1112-05 dated July 8, 2011, by Councilmember Kovach
2. Ordinance No. O-1112-05 adopted on First Reading July 12, 2011
3. Legislatively notated copy of Ordinance No. O-1112-05 adopted on First Reading on July 12, 2011
4. Ordinance No. O-1112-05 dated July 20, 2011
5. Legislatively notated copy of Ordinance No. O-1112-05 dated July 20, 2011

Thereupon, Councilmember Kovach moved to substitute Ordinance No. O-1112-05 adopted upon First Reading by title with Ordinance No. O-1112-05 dated July 20, 2011, included in the Agenda Book, which motion was duly seconded by Councilmember Dillingham;

Participants in discussion
1. Ms. Kathryn Walker, Assistant City Attorney
2. Mr. Ben Alpers, 208 Chautauqua Avenue, made comments
3. Mr. Bobby Cleveland, 10701 York Road, Lexington, made comments
4. Mr. Harold Haralson, 516 Avon Drive, asked questions

Item 42, continued:

and the question being upon substituting Ordinance No. O-1112-05 adopted upon First Reading by title with Ordinance No. O-1112-05 dated July 20, 2011, included in the Agenda Book, 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 Ordinance No. O-1112-05 adopted upon First Reading by title was substituted with Ordinance No. O-1112-05 dated July 20, 2011, included in the Agenda Book.

Thereupon, Councilmember Quinn moved that Section 2-103 of Ordinance No. O-1112-05 dated July 20, 2011, 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~~in which a Council member has a pecuniary interest or actual conflict as defined herein;

(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~~a person or entity with whom a Council member has a pecuniary interest or actual conflict as defined herein;

(4) Actions benefiting special interest groups at the expense of the City;

(5) Appointments of ~~business associates, clients, or employees~~persons with whom a Council member has a pecuniary interest or actual conflict, as defined herein, to appointive boards and commissions;

* * *

(c) Definitions.

* * *

(2) Benefit, Detriment, or Employment Consequence: A benefit, detriment, or employment consequence to:

* * *

[c] A business or organization in which the official has a pecuniary interest or actual conflict as defined herein.

which motion was duly seconded by Councilmember Ezzell;

Participants in discussion
1. Mr. Blaine Nice, Assistant City Attorney
2. Ms. Kathryn Walker, Assistant City Attorney
3. Ms. Jeanette Coker, 620 East Main Street, asked questions
4. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions

Item 42, continued:

and the question being upon amending Section 2-103 of Ordinance No. O-1112-05 dated July 20, 2011, as stated above, a vote was taken with the result:

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

The Mayor declared the motion carried and Section 2-103 of Ordinance No. O-1112-05 dated July 20, 2011, was amended as stated above.

and the question being upon adopting Ordinance No. O-1112-05 dated July 20, 2011, as amended, upon Section Reading section by section, 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 Ordinance No. O-1112-05 dated July 20, 2011, as amended, was adopted upon Second Reading section by section.

Thereupon, Councilmember Dillingham moved that Ordinance No. O-1112-05 dated July 20, 2011, as amended, 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-1112-05 dated July 20, 2011, as amended, upon Final Reading as a whole, the roll was called 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 Ordinance No. O-1112-05 dated July 20, 2011, as amended, was adopted upon Final Reading as a whole.

* * * * *

Item 43, 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.

Ordinance No. O-1112-06 having been Introduced and adopted upon First Reading by title in City Council's meeting of July 12, 2011, Councilmember Kovach moved that Ordinance No. O-1112-06 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record

1. Text File No O-1112-06 dated July 8, 2011, by Councilmember Kovach
2. Ordinance No. O-1112-06 adopted on First Reading July 12, 2011
3. Legislatively notated copy of Ordinance No. O-1112-06 adopted on First Reading on July 12, 2011
4. Ordinance No. O-1112-06 dated July 20, 2011
5. Legislatively notated copy of Ordinance No. O-1112-06 dated July 20, 2011

Item 43, continued:

Thereupon, Councilmember Dillingham moved to substitute Ordinance No. O-1112-06 adopted upon First Reading by title with Ordinance No. O-1112-06 dated July 20, 2011, included in the Agenda Book, which motion was duly seconded by Councilmember Kovach; and the question being upon substituting Ordinance No. O-1112-06 adopted upon First Reading by title with Ordinance No. O-1112-06 dated July 20, 2011, included in the Agenda Book, 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 Ordinance No. O-1112-06 adopted upon First Reading by title was substituted with Ordinance No. O-1112-06 dated July 20, 2011, included in the Agenda Book.

and the question being upon adopting Ordinance No. O-1112-06 dated July 20, 2011, upon Second Reading section by section, 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 Ordinance No. O-1112-06 dated July 20, 2011, was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1112-06 dated July 20, 2011, be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Dillingham; and the question being upon adopting Ordinance No. O-1112-06 dated July 20, 2011, upon Final Reading as a whole, the roll was called 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 Ordinance No. O-1112-06 dated July 20, 2011, was adopted upon Final Reading as a whole.

* * * * *

MISCELLANEOUS DISCUSSION

People Supporting CART Service. Mr. Bobby Cleveland, 10701 York Road, Lexington, commended those attending this evening to speak up for CART. He said he had been unaware of the situation and the difficulties faced by those who use the CART service. He said the City should be doing all they can to help these folks.

Mr. Steve Lucas, 804 Fairway Drive, said he agreed with Mr. Cleveland and he had come tonight to say how much he supported CART because his son had ridden CART on a regular basis. He said he now realized how important CART is.

Councilmember Spaulding said he also agreed with Mr. Cleveland and said living in Ward Five sometimes makes him unaware of what goes on in the City. He said he strived to learn more about it.

*

Miscellaneous Discussion, continued:

Ordinance No. O-1112-5 and O-1112-6. Mr. Steve Lucas, 804 Fairway Drive, said he appreciated Council approving the two ordinances this evening.

*

Lighting Issues at Emerald Green Apartments. Mr. Mark Campbell, 2821 Dewey Avenue, thanked Staff and Mr. Steve Lewis, City Manager, who helped resolve lighting issues at Emerald Green Apartments.

*

National Night Out. Mr. Mark Campbell, 2821 Dewey Avenue, said he had received inconsistent information about how to host a "National Night Out" event. He expressed his wish for Emerald Green Apartment Complex to host one of these events and said there was a community building at the complex which is used for storage.

Councilmember Dillingham said National Night Out was Tuesday, August 2, 2011. She said those interested in hosting an event should contact Sergeant Jennifer Newell, Community Relations Officer. She said this would probably be the hottest night of the summer and that some cities have changed National Night Out to October to avoid the heat. She asked her constituents to comment on changing the date.

Councilmember Griffith encouraged Ward Six to participate in National Night Out activities. He said he planned to take part in all of the activities.

*

City Council Decorum. Mr. Mark Campbell, 2821 Dewey Avenue, said he was saddened by the composition of the new City Council and that a City Councilmember should represent everyone in the community. He said being on the City Council is not about being conservative or liberal, it is about supporting everyone. He said it is hoped when a new Councilmember becomes seated they will be surrounded by good staff and good people and be able to find their better natures and represent everyone. He said he wishes this City Council well as they go forward but he does not like the animosity he has seen so far.

Councilmember Gallagher said City Council earns no more than $100 per month and are required to read through the issues which take up at least 20 hours a week. He said he is a conservative and believes in the validity and goodness of this country and although he does not know everyone in his ward, he enjoys talking to a number of constituents. He said he would like to see each City Council meeting well attended by the citizens. He said this Council is trying to work together to do what is best for the City of Norman and the Councilmembers are varied, complex, and ethnically and socially mixed. He said Council absolutely has differences in opinions, does not have all the answers, and welcomes communication with the citizens.

Councilmember Kovach said he appreciated Mr. Ben Alpers' comment at the last meeting which was "Take a Breath and Step Back." He said sometimes there are miscommunications about items coming forward. He said if someone does not understand the intent, it can cause bad feelings. He said the intent is for the City of Norman to have an open government. He said these were items that were talked about before but had not come forward. He said he was proud that Council had unanimously adopted a resolution on open meetings and open records; changes to the Ethics Ordinance; and an ordinance approving the "Rule of Three." He said this was a step forward in gaining the public's confidence and trust and to allow Council to move forward on other issues. He said he appreciated the Mayor's financial disclosure concept and supported that idea in the future. He said this is not about how Council gets along but how passionate they are about improving the City.

Councilmember Ezzell said the sanctity of process at City Hall is very selectively invoked and it is usually the same people who decree deviation of the process. He said he resented the idea that something improper had happened. He said there had been no purposeful design to deprive anyone of notice and all but one of the items placed on the July 12, 2011, agenda, had been discussed previously. He said these items had been presented to the City Manager seven days in advance and there had been opportunity to discuss the items with Staff and hear their concerns. He said there had been a committee meeting where amendments and changes were made. He said the process worked just fine although it might not have been the process everyone wanted. He said the only thing irregular was the idea of discussing items on First Reading which was unprecedented. He said he understood the theatre of politics and he hoped to work together as a deliberative body in the future.

Miscellaneous Discussion, continued:

City Council Decorum, continued.
Councilmember Spaulding said there had been a comment this evening that the interest of the citizenry had not been served well regarding the process of adopting the Ethics Ordinance. He said Council has had the opportunity for a number of years to bring an Ethics Ordinance forward. He said he had been seated three weeks and now there was an Ethics Ordinance. He said it might not be perfect but Council can work on that. He looked forward to bringing forward more ideas.

Councilmember Lockett said she was pleased with the discussion this evening and that Councilmembers were always eager to hear from their constituents. She said the biggest complaint she had received was that Council did not listen to what people were saying.

Mayor Rosenthal said visitors to the City of Norman who had attended the July 12th meeting were not treated with respect which was very disappointing. She said these people were asked to come to the meeting to provide information about Oklahoma Municipal League and during their presentation, they were not allowed to finish their response. She said the City of Norman is better than that. She said Council's behavior will be reflected in the behavior of our citizens as well.

*

Street Sweeping. Councilmember Gallagher said a constituent who regularly attends City Council meetings suggested one way to take care of some of the pollution in the lake is street sweeping. He said Council or the Environmental Control Advisory Board should consider this suggestion. He also suggested the utility bill be used to ask for contributions to street sweeping.

Councilmember Kovach said he had been contacted by a constituent because street sweeping had been suspended due to water conservation efforts and the constituent suggested citizens sweep the streets in front of their own houses. He said much of the pollution that goes into Lake Thunderbird is grass clippings and these grass clippings contain fertilizers and pesticides. He encouraged citizens to take care of their own grass clippings. He suggested that those fertilizing their yards should sweep the fertilizer out of the street and off of the sidewalk back on the lawn.

*

Response to Ben Alpers. Councilmember Ezzell said the Open Meetings Act says that officials are allowed a reasonable time to respond to requests and Mr. Alpers would receive a response to his inquiry.

*

Ward Four Meeting. Councilmember Dillingham announced that there would be a Ward Four Meeting from 6:00 p.m. to 8:00 p.m. on Monday, August 1, 2011, at City Hall. She said topics for the evening would be discussing code violations; parking violations; on game day; nuisance houses; water and water conservation; and the Stormwater Master Plan. She said those attending would get to meet the new police chief, Keith Humphrey.

*

Misunderstanding. Dr. Harold Haralson, 516 Avon Drive, said there had been a misunderstanding by one of the supporters of CART because she felt he had been amused by those speaking in favor of CART. He said he had been laughing at something said by one of the Councilmembers and he apologized if it was thought he was laughing at CART supporters, it had certainly not been his intent.

Councilmember Spaulding said Dr. Haralson was a physician and he chose that profession to help and to heal others. He said he knew Dr. Haralson personally and he was a good man. He said he might have been laughing this evening but it was not at any of the citizens in the audience.

Mayor Rosenthal said former Mayor Haralson has always treated people with respect and she was certain that anything that was overheard was taken out of context. She said she appreciated his leadership when he was on Council.

*

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

*

Thanks To Councilmember Quinn. Mayor Rosenthal thanked Councilmember Quinn for sitting in for her at the July 12th City Council Meeting.

*

Miscellaneous Discussion, continued:

Drought and Conservation Update. Mr. Steve Lewis, City Manager, said Stage 2 of the Mandated Water Rotation Program had been implemented on July 12, 2011, because of the increased water consumption. He said on Monday, July 11th, there was almost 23 million gallons per day usage which is the largest water demand since August 2008. He said since water conservation measures had been implemented, there has been approximately 7% reduction in usage with hopes of a 10% reduction. He said Staff will continue to update citizens and the City will continue to ask for voluntary compliance. He said the most effective part of the program was not allowing watering on Wednesdays and Thursdays which has shown approximately a 20% reduction in usage on those days. He said these two days allow our water tanks to fill up and the City of Norman does not have to purchase water from Oklahoma City. He provided a graph showing a comparison to the present drought levels with those in 2006. He said it is hoped the City will not have to go to Stage Three but it will depend on whether it rains and our equipment stays in good working order.

*

Storm Shelters. Mr. Steve Lewis, City Manager, said there have been some extreme weather conditions over the last few years and he was pleased to announce that a Notice of Intent to Apply to receive money from the Safe Room Grant Program had been accepted in the amount of $1 million with $750,000 coming from the Federal Emergency Medical Agency (FEMA). He said Cleveland County also applied for and have received a grant for $2 million with $1.5 million coming from FEMA. The City and the County plan to merge their programs to allow consistency in the application process. He said Staff was working with Oklahoma Emergency Management Agency in order to find ways to better position the grant. He said the guidelines, application, and acceptance process would be formulated over the next month and that Staff hoped to announce the program in September to make it available to citizens.

* * * * *

ADJOURNMENT

There being no further business, Councilmember Quinn 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, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 9:52 p.m.

ATTEST:

City Clerk Mayor

City of Norman, OK

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

Master

File Number: O-1011-62

File ID: O-1011-62 **Type:** Zoning Ordinance **Status:** Consent Item

Version: 1 **Reference:** Item No. 5 **In Control:** City Council

Department: Planning and Community Development Department **Cost:** **File Created:** 05/19/2011

File Name: O-1011-62 Davani Special Use **Final Action:**

Title: CONSIDERATION OF ORDINANCE NO. O-1011-62 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS GRANT SPECIAL USE FOR A BAR WITH LIVE ENTERTAINMENT FOR PROPERTY CURRENTLY ZONED C-3, INTENSIVE COMMERCIAL DISTRICT, LOCATED AT 117 NORTH CRAWFORD AVENUE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-62 upon First Reading by title.

ACTION TAKEN: _____

Notes:

Agenda Date: 08/09/2011

Agenda Number: 5

Attachments: O-1011-62, Davani Location Map, Davani Special Use Hookah Bar Staff Report, Davani Pre-Dev App-Site Plan, Davani Pre-Development Summary, Davani Protest, 7-14-11 PC Minutes - Davani

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	07/14/2011	Recommended for Adoption at a subsequent City Council Meeting	City Council	08/09/2011	Pass

Action Text: Recommended for Adoption at a subsequent City Council Meeting to the City Council due back on 8/9/2011

1	Planning Commission	07/14/2011

Text of Legislative File O-1011-62

Body

SYNOPSIS: The applicant, Mohammad Davani, has requested that a Special Use for Bar with Live Entertainment be granted for his location at 117 North Crawford Avenue. "Bars" and "Live Entertainment Venues" are both classified as Special Uses under the existing C-3 zoning district, which require both a Pre-Development meeting with neighbors as well as a Public Hearing before the Planning Commission.

ANALYSIS: The establishment will be known as "The Hookah Bar" which will allow patrons to share *shisha* (flavored tobacco) from a communal hookah. The establishment is very small so there is not enough room for the applicant to have separate smoking and non-smoking areas; therefore smoking will be permitted in the entire facility. The applicant will be selling snack items, but the establishment will not sell enough food to qualify as a restaurant, which requires that the applicant demonstrate that 50 percent of his revenue originates from food sales. The applicant intends to have belly dancers as the live entertainment component. There are multiple establishments in the area with bars and live entertainment on occasion, and this use would not be incompatible. Parking is the only issue that is common in the older part of downtown. There is on-street parking in this block, as well as a public parking facility to the west of this proposed business that should address this issue.

STAFF RECOMMENDATION: Granting of this request should not impact any of the neighbors as this establishment has been in operation for a couple of years without the bar element. The proposed facility fits within the context of Norman's downtown as an entertainment destination, and should have minimal impact. One protest letter was filed, which represented a 3.5 percent protest, but no one spoke before the Planning Commission. At their July 14, 2011 meeting, the Planning Commission unanimously supported this request. Staff recommends that this request for a Special Use be granted.

O-1011-62

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 GRANT SPECIAL USE FOR A BAR WITH LIVE ENTERTAINMENT FOR PROPERTY CURRENTLY ZONED C-3, INTENSIVE COMMERCIAL DISTRICT, LOCATED AT 117 NORTH CRAWFORD AVENUE; AND PROVIDING FOR THE SEVERABILITY THEREOF. (117 N. CRAWFORD AVENUE)

§ 1. WHEREAS, Mohammad Davani, the owner of the hereinafter described property, has made application for Special Use for a Bar with Live Entertainment in the C-3, Intensive Commercial District; and

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

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

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

§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for a Bar with Live Entertainment, to wit:

The South sixty-five feet (65') of the North ninety feet (90') of Lots 31 and 32 and the South sixty-five feet (65') of the West ten feet (10') of Lot 30, Block 22, Original Town of Norman, Cleveland County, Oklahoma.

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

ADOPTED this _____ day of

_____, 2011.

_____
(Mayor)

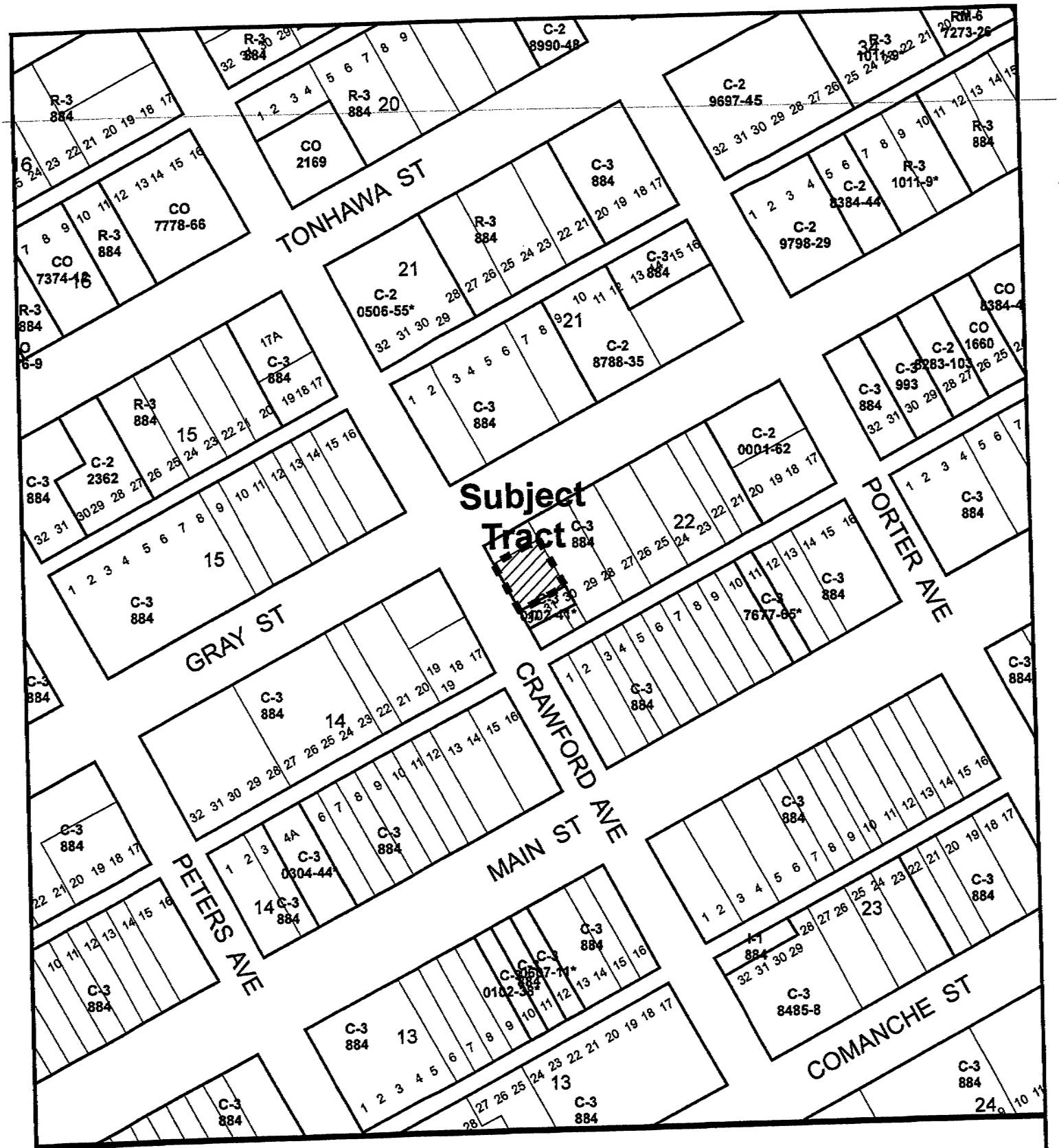
NOT ADOPTED this _____day of

_____, 2011.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Location Map

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

N W E S

May 12, 2011

0 75 150 Ft.

Subject Tract

Zoning

ORDINANCE NO. O-1011-62 ITEM NO. 6

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Mohammad Davani
REQUESTED ACTION	Special Use for a Bar with Live Entertainment
EXISTING ZONING	C-3, Intensive Commercial District
SURROUNDING ZONING	North: C-3, Intensive Commercial District East: C-3, Intensive Commercial District South: C-3, Intensive Commercial District West: C-3, Intensive Commercial District
LOCATION	117 Crawford Avenue
SIZE	3,915 sq. ft.
PURPOSE	Bar, Live Entertainment
EXISTING LAND USE	Commercial Space
SURROUNDING LAND USE	North: Commercial East: Commercial South: Commercial West: Commercial
LAND USE PLAN DESIGNATION	Commercial
GROWTH AREA DESIGNATION	Current Urban Service Area

SYNOPSIS: The applicant, Mohammad Davani, is requesting a Special Use for Bar with Live Entertainment at 117 North Crawford Avenue, which will be known as "The Hookah Bar." The use is allowed as a Special Use under the existing C-3 zoning district as a "live entertainment venue."

ANALYSIS: The entire establishment will be utilized for patrons to share shisha (flavored tobacco) from a communal hookah. The establishment is very small so there is not enough room for the applicant to have separate smoking and non-smoking areas; therefore smoking will be permitted in the entire facility. The applicant will be selling snack items; therefore the

business will not qualify as a restaurant. To qualify as a restaurant the applicant must authenticate that 50 percent of his revenue originates from food sales. The applicant intends to have belly dancers as the live entertainment component. There are multiple establishments in the area with bars and live entertainment on occasion. The area is in an older part of downtown where parking has always been limited. There is on-street parking as well as a public parking facility to the west of this proposed business.

OTHER AGENCY COMMENTS:

- **PARK BOARD** Commercial uses do not require parkland dedication.

- **PUBLIC WORKS** The property has already been platted. This Special Use will not require any modification to the site which would alter the plat or require additional public improvements.

STAFF RECOMMENDATION: Granting of this request should not impact any of the neighbors as this establishment has been in operation for a couple of years without the bar element. The proposed use of this facility fits with the neighborhood as several small businesses have established recently within this vicinity of downtown. Staff supports this request for Special Use.

Case Number PD11-19

Application for a

NORMAN PRE-DEVELOPMENT INFORMATIONAL MEETING

Name of Applicant/Land Owner Mohammad Davani

Address 2501 Burning Tree
Norman, OK 73071

Name and phone number of contact person(s) Mohammad Davani
414-5903 Best time to call

A proposal for development on a parcel of land, generally located 117 N. Crawford Ave
(Interior)

and containing approximately 3916 ~~acres,~~ will be brought forward to the Planning Commission and City Council for consideration within the next few months.

The Proposed Use(s) in this development will include (please describe specific land uses and approximate number of acres in each use) Special Use w/ Live Entertainment, Belly Dancers.

50'
Davani

FOR PLANNING OFFICE USE ONLY

This proposed development will necessitate (check all that apply):

_____ 2025 Plan Amendment – Growth Boundary_____ Land Use _____ Transportation _____
_____ Re-Zoning – To what district(s) _____
✓ Special Use – For Live Entertainment / Bar
_____ Preliminary Plat
_____ Norman Rural Certificate of Survey (COS)

Deed or Legal Description [✓]

Radius Map [✓]

Certified Ownership List [✓]

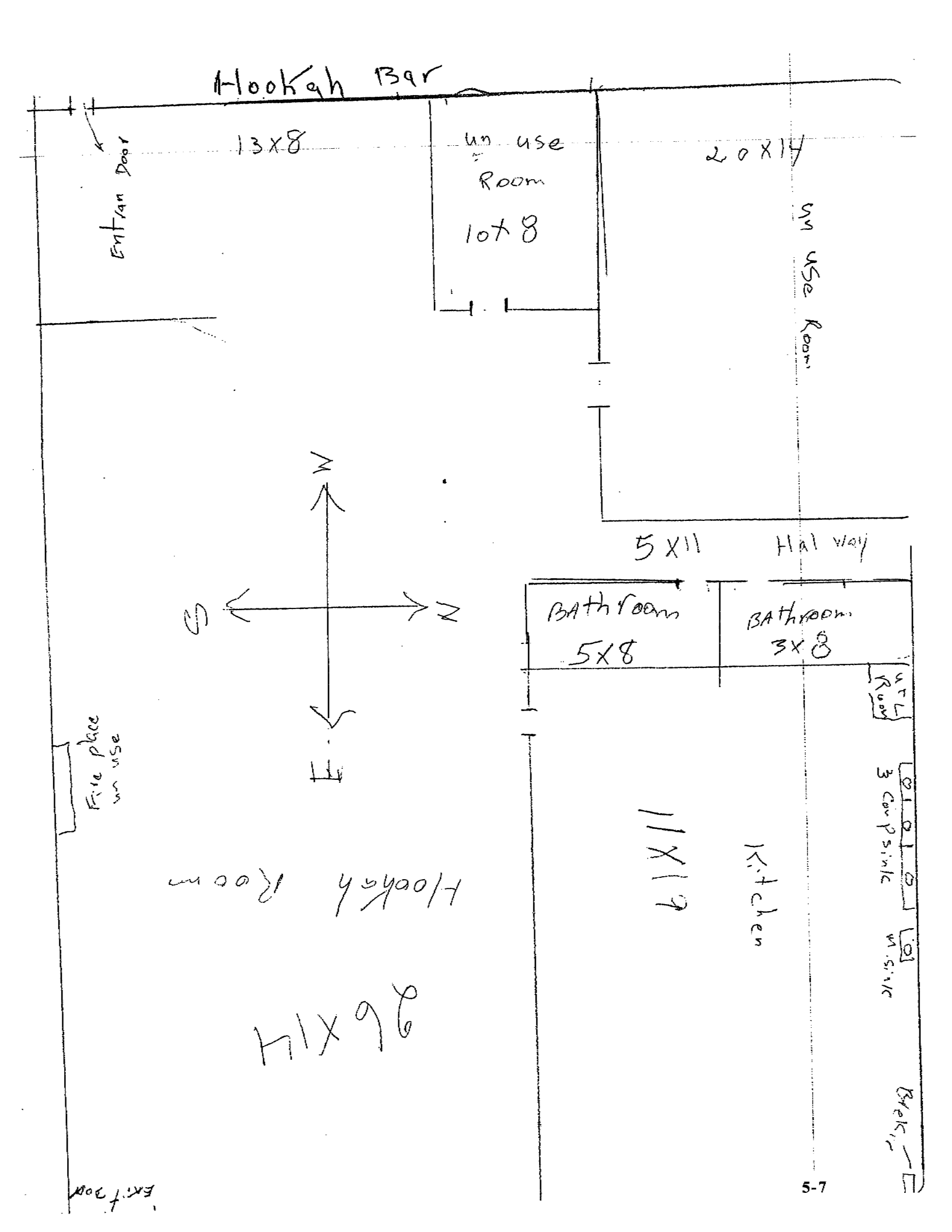
Written description of project [ ]

Preliminary Development Map [ ]

Filing Fee $125.00 [ ]

Current Zoning: C-3

Current Plan Designation Commercial


Hookah Bar
13x8
Entran Door
un use Room
10x8
20x14
un use Room
5x11
Hal way
Bathroom 5x8
Bathroom 3x8
Utl Room
3 Comp sink
m. sink
Brek
11x19
Kitchen
Hookah Room
26x14
Fire place un use
N
S
E
Exit Door

City of Norman Predevelopment **June 23, 2011**

Applicant	Mohammad Davani
Location	117 N. Crawford
Case Number	PD11-19
Time	5:30-6:00 PM

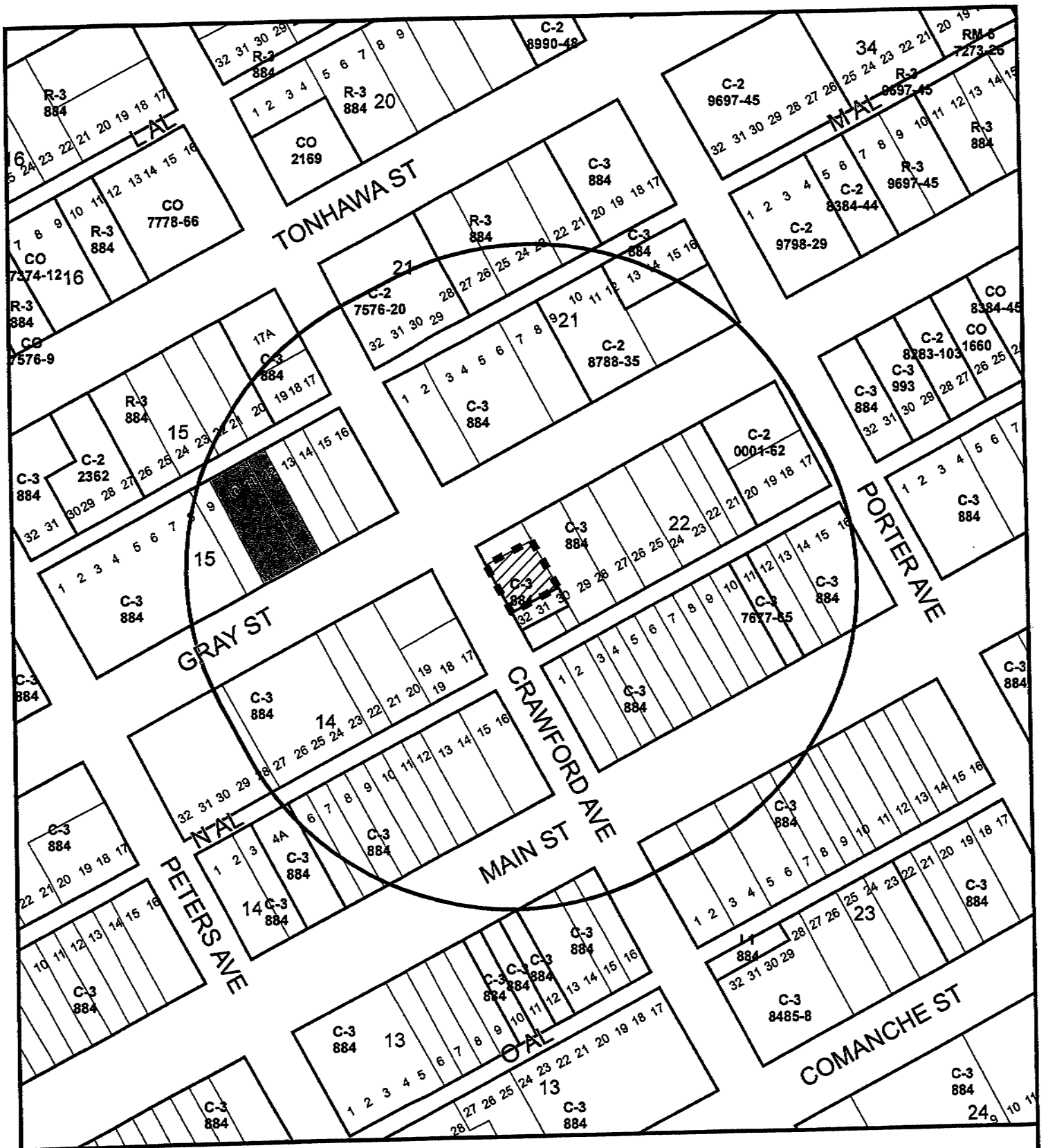
Attendee	Stakeholder	Address	Phone
Mohammad Davani	Applicant	117 N. Crawford	323-0658
Michael Sherrod	Neighboring owner	301 E. Main Street	321-0826
Susan Atkinson	City Staff		366-5392
Doug Koscinski	City staff		366-5437
Leah Messner	City staff		366-7748

Application Summary. Applicant is seeking a Special Use Permit for this property which is zoned C-3. *The Norman 2025 Land Use Plan* designation of the parcel is Commercial.

Applicant's Opportunity. The applicant, who has operated a hookah bar in this location for the past several years, would also like to offer occasional live entertainment in the form of belly dancing and would like to be able to serve alcohol on the premises.

Neighbors' Comments. A neighboring restaurant owner was present to support the applicant's request. The neighbor stated that he supported the application because it ultimately helped his business and was part of the growing critical mass of restaurants and entertainment venues in Downtown Norman. He pointed out that a music venue beside the applicant's business already serves alcohol.

Staff read into the record a single letter of protest received from a neighboring owner on Gray Street. There were no other neighbors in attendance.



Protest Map

3.5% Protest Within Notification Area

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

N
W E
S

Scale: 1" = 600'
June 2, 2011

Subject Tract
Protest
Notification Area
Protest Outside Notification Area

Woodard Properties
Phyllis Woodard
2545 Weymouth Way
Norman, OK 73071

May 28, 2011

Norman Planning Commission
201-A West Gray Street
Post Office Box 370
Norman, OK 73070

Re: Notice of Request for Special Use

The downtown district doesn't need this kind of establishment referred to in your letter. The downtown area has enough bars without adding another with "live entertainment" (dancers). Property values will be affected as the integrity of the business district will suffer. A bar with "live entertainment" doesn't present a moral value that is friendly to business in this area. This is not building Norman but aiding to its decline. I own (2) two properties in this area and I totally oppose this action.

Respectfully,
Phyllis Woodard
321-0088
Phyllis Woodard

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-1-11

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

JULY 14, 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 14th day of July 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 Roberta Pailes Andy Sherrer Zev Trachtenberg Jim Gasaway
MEMBERS ABSENT	Curtis McCarty

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 Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst

* * *

Item No. 6, being:
O-1011-62 – MOHAMMAD DAVANI REQUESTS SPECIAL USE FOR A BAR WITH LIVE ENTERTAINMENT FOR PROPERTY CURRENTLY ZONED C-3, INTENSIVE COMMERCIAL DISTRICT, LOCATED AT 117 N. CRAWFORD AVENUE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Pre-Development Application and Site Plan
4. Pre-Development Summary

PRESENTATION BY STAFF:
1. Mr. Koscinski reported that this is an establishment that started business and has some of their licenses. Because of the way they wish to operate, they need to go through this procedure. There was a Pre-Development meeting last month and one person attended and supported the request. This is downtown and is surrounded by other commercial uses. In fact, this block has several other entertainment things going on. North of the site are some retail uses. South of it are several other entertainment and/or music venues. Directly across the street is the City's parking lot, which is available at no charge at this time. There was a protest on the application, which constituted 3.5% of the notification area. Staff supports the request. It is somewhat compatible with what is immediately nearby and there is some parking available in the immediate area, which addresses one of the major concerns. The applicant essentially intends to have smoking, which puts him in the bar category, unless you can have separate ventilation systems and it is really too small, and rather expensive, to do that. He wishes to have Middle Eastern dancers as the live entertainment.

2. Roberta Pailes asked what all is encompassed by "live entertainment." Mr. Koscinski responded that any restaurant is automatically allowed to have live entertainment inside – it can be a band, canned music, poets, a wide variety. The applicant doesn't qualify as a full-service restaurant because he doesn't sell enough food. Sugars is an adult entertainment venue, which is another category of special use.

PRESENTATION BY THE APPLICANT:
None

PARTICIPATION BY THE AUDIENCE:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Zev Trachtenberg moved to recommend adoption of Ordinance No. O-1011-62 to the City Council. Chris Lewis seconded the motion.

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

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

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Ordinance No. O-1011-62 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: O-1112-07

File ID:	O-1112-07	**Type:**	Ordinance	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 6	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	08/02/2011
File Name:	O-1112-07 Amending Charter re: Elections			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1112-07 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTIONS 5 AND 6 OF THE NORMAN CITY CHARTER WHICH RELATES TO THE DESIGNATION OF DATES FOR MUNICIPAL GENERAL AND RUNOFF ELECTIONS AS PROVIDED UNDER THE THEN-CURRENT STATE LAW; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-07 upon First Reading by title.

ACTION TAKEN: _____

Notes: August 9 City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 6

Attachments: O-1112-07 Runoff elections clean Final.pdf, O-1112-07 Runoff elections anno Final.pdf

Project Manager: Brenda Hall, City Clerk

Entered by: kathryn.walker@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File O-1112-07

Body

BACKGROUND: In 2009, the Military Overseas Voter Empowerment (MOVE) Act was passed into law, requiring states to dispatch absentee ballots forty-five (45) days before an election to ensure they receive the ballots and have time to return them.

As a result of MOVE, Oklahoma House Bill 1615 was passed on May 10, 2011, creating the Let the Troops Vote Act (LTVA). This act directly impacts municipal elections by specifying months available to hold elections and time requirements for absentee ballots. This memo provides a basis for how the LTVA will affect the City of Norman and its Charter.

DISCUSSION:

Previous Revisions

This is not the first time in recent years that federal legislation was enacted to assist with military personnel voting while away from home. Each time, the State Legislature has followed suit which has then required the City of Norman to amend their Charter. The goal has been to provide certain months in which elections can be held and to provide an adequate length of time between the elections and runoffs so that the troops serving away from home can vote in both though use of absentee ballots.

On June 9, 2004, Oklahoma Senate Bill 1346 was signed into law in order to bring the state laws of Oklahoma into compliance with the federal Help America Vote Act (HAVA). In order to comply with HAVA, the Norman City Charter was amended by Ordinance No. O-0405-32 and approved by the voters at an election held on March 29, 2005. The amendments were necessary because the previous language used in the Charter concerning election dates provided for elections to be held on the "third Tuesday in April of each year." This language did not comply with state law because HAVA only allowed for special elections to be held on the first Tuesday in April for either odd or even years or the second Tuesday in January, February, May, June, July, August, September, October, November, and December in odd numbered and January, February, May, June, September, and December in even numbered years.

Let the Troops Vote Act

Section 2 of LTVA provides that "[a] Primary Election shall be held on the last Tuesday in June of each even-numbered year." Additionally, no municipality shall schedule an election on any date during the twenty (20) days immediately preceding the date of any such primary election.

Section 4 of LTVA says that no special election shall be held by any municipality or other entity authorized to call elections except on:

The second Tuesday of January, February, May, June, July, August, September, October and November and the first Tuesday in March and April in odd-numbered years; or

The first Tuesday in March and April, the second Tuesday of January and February, the last Tuesday in June, the fourth Tuesday in August, and the first Tuesday after the first Monday in November in even-numbered years.

Lastly, Section 15 of the LTVA states that "when an application for an absentee ballot is received at least forty-five (45) days before an election involving state...offices, the ballot shall be transmitted... not less than forty-five days preceding the election." If the request for an absentee ballot occurs within the forty-five (45) day time-frame, then the absentee ballot shall be transmitted within forty-eight (48) hours of receipt of the application.

Current Charter

Article II, Section 5 of the City Charter provides that by a resolution passed each December, the City Council shall designate a date in March of the following year for the holding of Norman's municipal election.

Article II, Section 6 of the City Charter goes on to provide for a municipal runoff election to take place on a date in May of the same year.

Article II, Section 21 of the City Charter provides for State law to be applicable in issues involving absentee voting procedures, which now calls for forty-five (45) days between elections.

Charter Amendment Options

In order to comply with LTVA, the City Charter must be amended since Article II, Section 6 of the current City Charter calls for municipal runoff elections to be held in May, which is now directly prohibited in even numbered years by LTVA. In order to amend the charter, a special election will need to be held.

There are two possible solutions to the current Charter issue. First, the Council could ask voters to amend the Charter to reflect dates that fit within the frame work of LTVA. With that said, it is important to keep in mind the new forty-five (45) day time lapse required for absentee ballots between elections. The month combinations available under LTVA are February/April, April/June, and June/August.

A second possible solution involves a more flexible approach that would allow the Council to set election dates by Resolution on an annual basis in order to take into account future state or federal law changes. To avoid future conflicts and the need to again amend these sections of the Charter, the Charter could be amended to reflect specific language that aligns the election dates in the City Charter with applicable state laws.

The language included in the proposed ordinances adopts the second approach by amending Sections 5 and 6 allowing Council to set election dates by Resolution that are consistent with current state law. To assist potential candidates with planning, the Resolution setting election dates, currently required in December, is suggested to be moved back to the November preceding the year in which the elections will be held. The filing date of the second Monday

in January is left unchanged.

It is felt the second option is the most practical way to avoid future conflicts with state election laws, maintain flexibility to adjust as needed with future state and federal absentee voter law changes, and give adequate notice to potential Council candidates regarding upcoming election dates.

O-1112-07

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTIONS 5 AND 6 OF THE NORMAN CITY CHARTER WHICH RELATES TO THE DESIGNATION OF DATES FOR MUNICIPAL GENERAL AND RUNOFF ELECTIONS AS PROVIDED UNDER THE THEN-CURRENT STATE LAW; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Article II, Sections 5 and 6 of the Charter of the City of Norman, Oklahoma, shall be amended to read as follows:

Section 1. Elected Officers: Powers and duties; compensation.

The elective officers of the City of Norman shall be a Mayor and eight (8) Councilmembers. All legislative powers except the initiative and referendum shall be vested in a Council, consisting of a Mayor, elected at-large, and eight (8) Councilmembers elected from and by the registered voters of the respective wards of the City.

All references in this Charter to "Councilmembers" or "City Councilmembers" shall be construed to mean the Mayor as well as those persons elected to Council positions.

Five (5) members of the Council shall constitute a quorum, and the affirmative vote of at least five (5) members shall be necessary to adopt any motion, resolution or ordinance or pass any measure, unless a greater number is required by a specific provision of the Charter.

The Mayor shall preside at all meetings of the Council and shall perform in addition to his legislative duties such ceremonial duties as are necessary in the conduct of the City's business. The Mayor shall be recognized as the official head of the City by the courts for the serving of civil processes, and by the Governor for military purposes. In time of public danger or emergency he may, with the consent of the Council, take command of the police and maintain order and enforce the laws.

The Mayor and each of the Councilmembers shall receive, as compensation for their services, fifty dollars per month, plus ten dollars for each regular or special meeting attended, provided, however, that no Councilmember shall receive more than one hundred dollars total compensation for any given calendar month.

Section 2. Term of office.

The term of Councilmembers shall be for a period of two years. The terms of Councilmembers chosen to represent council wards two (2), four (4), six (6) and eight (8) shall expire on the first Tuesday of July of the next even numbered year after their election.

The term of Councilmembers chosen to represent Council wards one (1), three (3), five (5) and seven (7) shall expire on the first Tuesday of July of the next odd numbered year after their election.

Each elected officer shall continue to hold and to perform the duties of his office until his successor is elected and qualified, unless he is removed or forfeits his office under other provisions of this Charter.

The term of office of the mayor elected at regular elections, shall be three (3) years. The term of the mayor shall expire on the first Tuesday of July and each three (3) years thereafter.

For purposes of filing and election to the positions of City Council, only persons who have been duly registered to vote in accordance with state law within the City of Norman for the six months prior to the date of the general election and reside in the ward from which they seek election, on the date of their filing, shall be eligible to the City Council.

For the purpose of filing and election to the position of Mayor, only persons who have been duly registered to vote in accordance with state law within the City of Norman for the six months prior to the date of the general election, shall be eligible to seek election as Mayor.

Section 3. Official oath, bond.

The Mayor, Councilmembers, and all officers of the City, upon entering the duties of their offices, shall take the oath of office prescribed by the Constitution of Oklahoma. The City shall purchase any bonds required of the Mayor and/or Councilmembers.

Section 4. Elections.

All elections for municipal officers in the City of Norman shall be conducted as herein provided.

Section 5. Municipal elections.

By resolution duly adopted in November of each year, the City Council shall designate a date in the following year, which is approved under then-current state law, for the holding of Norman's municipal election, at which time there will be election contests conducted by the Cleveland County Election Board for each of the following positions for which two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6) and eight (8) in even-numbered years; wards one (1), three (3), five (5) and seven (7) in odd-numbered years; Mayor in 2007 and each third year thereafter. In each such municipal election, a person receiving a majority of votes cast shall be deemed to be the winner. If no person receives a majority of votes in the municipal election, the two candidates receiving the most votes shall proceed in the municipal runoff election, described below. If two or more persons tie for second place in the

municipal election, and the person receiving the most votes did not receive a majority of votes cast, then the second-place nominee shall be determined from among those tying, fairly by lot, by the Cleveland County Election Board. If three or more persons tie for first place in the municipal election, then the two municipal runoff election nominees shall be determined from among those tying, fairly by lot, by the Cleveland County Election Board.

Section 6. Municipal runoff elections.

By resolution duly adopted in November of each year, the City Council shall designate a date in the following year that is subsequent to the date chosen for Norman's municipal election described in Section 5 herein, which is approved under then-current state law, for the holding of Norman's municipal runoff election, at which time there will be runoff election contests, if necessary, conducted by the Cleveland County Election Board for each of the following positions for which two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6) and eight (8) in even-numbered years; wards one (1), three (3), five (5) and seven (7) in odd-numbered years; Mayor in 2007 and each third year thereafter.

Section 7. Qualifications of voters.

In either municipal or municipal runoff elections, for the election of ward Councilmembers provided for herein, only such persons as are registered voters of the City of Norman and of the ward in which they propose to vote shall be eligible to vote.

In either municipal or municipal runoff elections of the Mayor provided for herein, only such persons as are registered voters of the City of Norman shall be eligible to vote.

Registered voters shall be qualified and registered under the law of the State of Oklahoma.

Section 8. Voting places.

All elections within the City of Norman shall be held at the polling places designated under the general election laws.

Section 9. City Council to order special elections.

The City Council of the City shall, by ordinance, order the holding of all special elections, except as otherwise provided in this Charter, or by the Constitution of this State. Such ordinances shall specify the object of and the time for holding such elections. Such election ordinances shall be printed in a newspaper of general circulation printed in the City of Norman at least ten (10) days prior to the time appointed for holding such election.

Section 10. Candidates.

A. *Filing of candidates.* Any person who is a registered voter of the City, as provided in Article II, Section 2 of this Charter, may become a candidate for office in the proper primary election by filing with the Secretary of the County Election Board, a sworn written notice containing the following information: The candidate's name, street address, designation of the office sought, with ward number, and the date of the primary election. A person can be a candidate for only one office at a time.

B. *Filing of candidates by petition.* The name of candidate may also be placed upon the ballot at the primary election upon the filing of a petition for that purpose in the manner set forth herein. Any registered voter of the City may file with the Secretary of the County Election Board, within the time provided in Section 10(D) of this Article, a petition bearing the signatures of registered voters eligible to vote for the office for which they seek to make a nomination. In the case of candidates for the office of the Mayor, the number of valid signatures required shall total one hundred (100). In the case of candidates for a Council position, the number of valid signatures required shall total fifty (50). Said petition shall contain the information required in sub-section (A) of this section as well as the name of the person sought to be nominated. Further, the person sought to be so nominated must file, within three (3) days of the filing of said petition and before the close of filing, a written notice of willingness to become such a candidate.

C. *Filing fee.* The Council shall have the power to provide by ordinance a filing fee for candidates, to establish and charge the amount thereof and to provide for refund of same under certain circumstances.

D. *Time of filing.* The period for filing for elective office shall begin at 8:00 a.m. on the second Monday of January and shall end at 5:00 p.m. on the following Wednesday.

Section 11. Partisan designation forbidden.

No nominating notice nor acceptance thereof shall have upon it any party emblem, sign or designation, and there shall be nothing thereon to indicate the affiliation of the nominee or of any signer with any political party or any organization.

Section 12. - Withdrawal of candidates.

Any candidate may withdraw no later than 5:00 p.m. on the Friday following the close of the filing period by filing a written notice with the Secretary of the County Election Board. The Secretary of the County Election Board, after the expiration of said time, shall cause the ballots to be printed as provided herein. In all elections in which there is a contest for any office, there shall be printed and bound a number of ballots for each precinct which, in the discretion of the Secretary of the County Election Board will be sufficient to conduct said election.

Section 13. Arrangement of ballot.

The County Election Board shall arrange the names of the candidates for each office. The County Election Board shall cause ballots to be printed, arranged as provided herein, and distributed among the various voting precincts of the City.

Section 14. Form of ballot.

In odd numbered years, the names of the candidates for City Council for each Council ward numbered one (1), three (3), five (5) and seven (7) shall appear upon the ballot in the appropriate ward of the City and placed under the words: "For Councilmember in Ward No. _____", followed by the instruction in each case: "Vote for One".

In even numbered years, the names of the candidates for City Council for each Council ward numbered two (2), four (4), six (6) and eight (8) shall appear upon the ballot in the appropriate ward of the City and placed under the words: "For Councilmember in Ward No. _____", followed by the instruction in each case: "Vote for One".

In the years in which the Mayor's term expires, the names of candidates for Mayor shall be placed upon the ballot under the words: "For Mayor", followed by the instruction: "Vote for One".

Section 15. - Sample ballot.

At every election, sample ballots shall be posted at each polling place.

Section 16. - Counting the ballot; certificate of nomination.

The Precinct Board of each precinct shall, immediately upon the closing of the polls, count the voted ballots and ascertain the number of votes cast in such precinct for each candidate and make due return thereof to the County Election Board. Following the municipal election, the County Election Board shall canvas the returns received from all precincts and absentee ballots and shall certify the results to the City Clerk.

Section 17. Municipal election; candidates nominated or elected.

After the filing period and any withdrawal and protest period have expired, if there remains only one qualified candidate for an office, such candidate shall be deemed duly elected and there shall be no need for that candidate or that office to appear on any ballot.

Section 18. - Ballots for City elections.

The Secretary of the County Election Board shall prepare all ballots for all City elections.

Section 19. - Election of Mayor Pro Tem; duties of Mayor Pro Tem.

On the first Tuesday in July of each year, by a majority vote of all Councilmembers, the Council shall elect one of the Councilmembers to be mayor pro

tem of the City of Norman to serve for a term of one year and until his successor is likewise elected. The mayor pro tem shall act as mayor in the absence of the mayor. In case of the absence of both the mayor and the mayor pro tem, the remaining Councilmembers shall elect one of their number to act as mayor until the return of the mayor or mayor pro tem.

Section 20. - Measures on ballot; arrangement.

Whenever one or more measures or questions are submitted to the people and are to be voted upon at the same time as any officer or officers are to be elected, such measures and questions shall be submitted upon a ballot separate from that bearing the names of candidates for office. All petitions and election ballots shall be non-partisan in form and without any party designation of any kind, or any sign, mark, symbol or device of a partisan character.

Section 21. - General election laws to apply.

The general election laws of the State applicable to cities are hereby in force except as modified herein. Provisions of State law setting out absentee or provisional ballot voting procedures in state elections are hereby made applicable in city elections.

Section 22. - Vacancies in office.

A vacancy in the office of a member of the Council shall exist whenever the holder thereof:

(a) Ceases to possess some qualification for the office, prescribed by this Charter or by applicable law,

(b) dies,

(c) resigns,

(d) is removed from office by proceedings by a Court of competent jurisdiction; or

(e) is declared legally incompetent by a Court of competent jurisdiction; or

(f) ceases to reside in the ward which elected except that no vacancy shall occur where a Councilmember is rendered a non-registered voter of the ward that member represents by reason of reapportionment carried out by the City Council.

Any vacancy occurring on the City Council shall be filled by a majority vote of the remaining members of the City Council, for a period extending until the next regular municipal election, at which time an election, conducted as provided by this Charter and applicable State law, shall be held to fill any balance of the unexpired term; provided, however, if the City Council does not fill the vacancy by appointment within sixty (60) days after the same occurs, it shall be mandatory on the part of the

City Council to call and schedule a special election to fill the vacancy for the unexpired term, which election shall be held for the election of a City Councilmember, only, and said election shall be conducted in the same manner as a regular municipal election.

§ 2. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this resolution 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 resolution.

ADOPTED this _____ day

of _____, 2011.

_____
Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2011.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTIONS 5 AND 6 OF THE NORMAN CITY CHARTER WHICH RELATES TO THE DESIGNATION OF DATES FOR MUNICIPAL GENERAL AND RUNOFF ELECTIONS AS PROVIDED UNDER THE THEN-CURRENT STATE LAW; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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The Mayor shall preside at all meetings of the Council and shall perform in addition to his legislative duties such ceremonial duties as are necessary in the conduct of the City's business. The Mayor shall be recognized as the official head of the City by the courts for the serving of civil processes, and by the Governor for military purposes. In time of public danger or emergency he may, with the consent of the Council, take command of the police and maintain order and enforce the laws.

The Mayor and each of the Councilmembers shall receive, as compensation for their services, fifty dollars per month, plus ten dollars for each regular or special meeting attended, provided, however, that no Councilmember shall receive more than one hundred dollars total compensation for any given calendar month.

Section 2. Term of office.

The term of Councilmembers shall be for a period of two years. The terms of Councilmembers chosen to represent council wards two (2), four (4), six (6) and eight (8) shall expire on the first Tuesday of July of the next even numbered year after their election.

The term of Councilmembers chosen to represent Council wards one (1), three (3), five (5) and seven (7) shall expire on the first Tuesday of July of the next odd numbered year after their election.

Each elected officer shall continue to hold and to perform the duties of his office until his successor is elected and qualified, unless he is removed or forfeits his office under other provisions of this Charter.

The term of office of the mayor elected at regular elections, shall be three (3) years. The term of the mayor shall expire on the first Tuesday of July and each three (3) years thereafter.

For purposes of filing and election to the positions of City Council, only persons who have been duly registered to vote in accordance with state law within the City of Norman for the six months prior to the date of the general election and reside in the ward from which they seek election, on the date of their filing, shall be eligible to the City Council.

For the purpose of filing and election to the position of Mayor, only persons who have been duly registered to vote in accordance with state law within the City of Norman for the six months prior to the date of the general election, shall be eligible to seek election as Mayor.

Section 3. Official oath, bond.

The Mayor, Councilmembers, and all officers of the City, upon entering the duties of their offices, shall take the oath of office prescribed by the Constitution of Oklahoma. The City shall purchase any bonds required of the Mayor and/or Councilmembers.

Section 4. Elections.

All elections for municipal officers in the City of Norman shall be conducted as herein provided.

Section 5. Municipal elections.

By resolution duly adopted in ~~December~~ November of each year, the City Council shall designate a date in ~~March of~~ the following year, which is approved under then-current state law, for the holding of Norman's municipal election, at which time there will be election contests conducted by the Cleveland County Election Board for each of the following positions for which two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6) and eight (8) in even-numbered years; wards one (1), three (3), five (5) and seven (7) in odd-numbered years; Mayor in 2007 and each third year thereafter. In each such municipal election, a person receiving a majority of votes cast shall be deemed to be the winner. If no person receives a majority of votes in the municipal election, the two candidates receiving the most votes shall proceed in the municipal runoff election, described below. If two or more persons tie for second place in the

municipal election, and the person receiving the most votes did not receive a majority of votes cast, then the second-place nominee shall be determined from among those tying, fairly by lot, by the Cleveland County Election Board. If three or more persons tie for first place in the municipal election, then the two municipal runoff election nominees shall be determined from among those tying, fairly by lot, by the Cleveland County Election Board.

Section 6. Municipal runoff elections.

By resolution duly adopted in ~~December~~ November of each year, the City Council shall designate a date in ~~May of~~ the following year that is subsequent to the date chosen for Norman's municipal election described in Section 5 herein, which is approved under then-current state law, for the holding of Norman's municipal runoff election, at which time there will be runoff election contests, if necessary, conducted by the Cleveland County Election Board for each of the following positions for which two (2) or more qualified (as described above) registered voters have filed for office: wards two (2), four (4), six (6) and eight (8) in even-numbered years; wards one (1), three (3), five (5) and seven (7) in odd-numbered years; Mayor in 2007 and each third year thereafter.

Section 7. Qualifications of voters.

In either municipal or municipal runoff elections, for the election of ward Councilmembers provided for herein, only such persons as are registered voters of the City of Norman and of the ward in which they propose to vote shall be eligible to vote.

In either municipal or municipal runoff elections of the Mayor provided for herein, only such persons as are registered voters of the City of Norman shall be eligible to vote.

Registered voters shall be qualified and registered under the law of the State of Oklahoma.

Section 8. Voting places.

All elections within the City of Norman shall be held at the polling places designated under the general election laws.

Section 9. City Council to order special elections.

The City Council of the City shall, by ordinance, order the holding of all special elections, except as otherwise provided in this Charter, or by the Constitution of this State. Such ordinances shall specify the object of and the time for holding such elections. Such election ordinances shall be printed in a newspaper of general circulation printed in the City of Norman at least ten (10) days prior to the time appointed for holding such election.

Section 10. Candidates.

A. *Filing of candidates.* Any person who is a registered voter of the City, as provided in Article II, Section 2 of this Charter, may become a candidate for office in the proper primary election by filing with the Secretary of the County Election Board, a sworn written notice containing the following information: The candidate's name, street address, designation of the office sought, with ward number, and the date of the primary election. A person can be a candidate for only one office at a time.

B. *Filing of candidates by petition.* The name of candidate may also be placed upon the ballot at the primary election upon the filing of a petition for that purpose in the manner set forth herein. Any registered voter of the City may file with the Secretary of the County Election Board, within the time provided in Section 10(D) of this Article, a petition bearing the signatures of registered voters eligible to vote for the office for which they seek to make a nomination. In the case of candidates for the office of the Mayor, the number of valid signatures required shall total one hundred (100). In the case of candidates for a Council position, the number of valid signatures required shall total fifty (50). Said petition shall contain the information required in sub-section (A) of this section as well as the name of the person sought to be nominated. Further, the person sought to be so nominated must file, within three (3) days of the filing of said petition and before the close of filing, a written notice of willingness to become such a candidate.

C. *Filing fee.* The Council shall have the power to provide by ordinance a filing fee for candidates, to establish and charge the amount thereof and to provide for refund of same under certain circumstances.

D. *Time of filing.* The period for filing for elective office shall begin at 8:00 a.m. on the second Monday of January and shall end at 5:00 p.m. on the following Wednesday.

Section 11. Partisan designation forbidden.

No nominating notice nor acceptance thereof shall have upon it any party emblem, sign or designation, and there shall be nothing thereon to indicate the affiliation of the nominee or of any signer with any political party or any organization.

Section 12. - Withdrawal of candidates.

Any candidate may withdraw no later than 5:00 p.m. on the Friday following the close of the filing period by filing a written notice with the Secretary of the County Election Board. The Secretary of the County Election Board, after the expiration of said time, shall cause the ballots to be printed as provided herein. In all elections in which there is a contest for any office, there shall be printed and bound a number of ballots for each precinct which, in the discretion of the Secretary of the County Election Board will be sufficient to conduct said election.

Section 13. Arrangement of ballot.

The County Election Board shall arrange the names of the candidates for each office. The County Election Board shall cause ballots to be printed, arranged as provided herein, and distributed among the various voting precincts of the City.

Section 14. Form of ballot.

In odd numbered years, the names of the candidates for City Council for each Council ward numbered one (1), three (3), five (5) and seven (7) shall appear upon the ballot in the appropriate ward of the City and placed under the words: "For Councilmember in Ward No. _____", followed by the instruction in each case: "Vote for One".

In even numbered years, the names of the candidates for City Council for each Council ward numbered two (2), four (4), six (6) and eight (8) shall appear upon the ballot in the appropriate ward of the City and placed under the words: "For Councilmember in Ward No. _____", followed by the instruction in each case: "Vote for One".

In the years in which the Mayor's term expires, the names of candidates for Mayor shall be placed upon the ballot under the words: "For Mayor", followed by the instruction: "Vote for One".

Section 15. - Sample ballot.

At every election, sample ballots shall be posted at each polling place.

Section 16. - Counting the ballot; certificate of nomination.

The Precinct Board of each precinct shall, immediately upon the closing of the polls, count the voted ballots and ascertain the number of votes cast in such precinct for each candidate and make due return thereof to the County Election Board. Following the municipal election, the County Election Board shall canvas the returns received from all precincts and absentee ballots and shall certify the results to the City Clerk.

Section 17. Municipal election; candidates nominated or elected.

After the filing period and any withdrawal and protest period have expired, if there remains only one qualified candidate for an office, such candidate shall be deemed duly elected and there shall be no need for that candidate or that office to appear on any ballot.

Section 18. - Ballots for City elections.

The Secretary of the County Election Board shall prepare all ballots for all City elections.

Section 19. - Election of Mayor Pro Tem; duties of Mayor Pro Tem.

On the first Tuesday in July of each year, by a majority vote of all Councilmembers, the Council shall elect one of the Councilmembers to be mayor pro

tem of the City of Norman to serve for a term of one year and until his successor is likewise elected. The mayor pro tem shall act as mayor in the absence of the mayor. In case of the absence of both the mayor and the mayor pro tem, the remaining Councilmembers shall elect one of their number to act as mayor until the return of the mayor or mayor pro tem.

Section 20. - Measures on ballot; arrangement.

Whenever one or more measures or questions are submitted to the people and are to be voted upon at the same time as any officer or officers are to be elected, such measures and questions shall be submitted upon a ballot separate from that bearing the names of candidates for office. All petitions and election ballots shall be non-partisan in form and without any party designation of any kind, or any sign, mark, symbol or device of a partisan character.

Section 21. - General election laws to apply.

The general election laws of the State applicable to cities are hereby in force except as modified herein. Provisions of State law setting out absentee or provisional ballot voting procedures in state elections are hereby made applicable in city elections.

Section 22. - Vacancies in office.

A vacancy in the office of a member of the Council shall exist whenever the holder thereof:

(a) Ceases to possess some qualification for the office, prescribed by this Charter or by applicable law,

(b) dies,

(c) resigns,

(d) is removed from office by proceedings by a Court of competent jurisdiction; or

(e) is declared legally incompetent by a Court of competent jurisdiction; or

(f) ceases to reside in the ward which elected except that no vacancy shall occur where a Councilmember is rendered a non-registered voter of the ward that member represents by reason of reapportionment carried out by the City Council.

Any vacancy occurring on the City Council shall be filled by a majority vote of the remaining members of the City Council, for a period extending until the next regular municipal election, at which time an election, conducted as provided by this Charter and applicable State law, shall be held to fill any balance of the unexpired term; provided, however, if the City Council does not fill the vacancy by appointment within sixty (60) days after the same occurs, it shall be mandatory on the part of the

City Council to call and schedule a special election to fill the vacancy for the unexpired term, which election shall be held for the election of a City Councilmember, only, and said election shall be conducted in the same manner as a regular municipal election.

§ 2. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this resolution 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 resolution.

ADOPTED this _____ day

of _____, 2011.

_____
Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2011.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

City of Norman, OK

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

Master

File Number: O-1112-08

File ID:	O-1112-08	**Type:**	Ordinance	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 7	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	08/02/2011
File Name:	O-1112-08 Calling Special Election			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1112-08 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE 8th DAY OF NOVEMBER 2011, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-1112-07 WHICH ORDINANCE AMENDS SECTIONS 5 AND 6 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN, OKLAHOMA RELATING TO THE DESIGNATION OF DATES FOR MUNICIPAL GENERAL AND RUNOFF ELECTIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-08 upon First Reading by title.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 7

Attachments: O-1112-08 Calling Special Election 8-3-11 fINAL.pdf, Proclamation and Notice of Election

Project Manager: Brenda Hall, City Clerk

Entered by: kathryn.walker@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File O-1112-08

Body

BACKGROUND: In 2009, the Military Overseas Voter Empowerment (MOVE) Act was passed into law, requiring states to dispatch absentee ballots forty-five (45) days before an

election to ensure they receive the ballots and have time to return them.

As a result of MOVE, Oklahoma House Bill 1615 was passed on May 10, 2011, creating the Let the Troops Vote Act (LTVA). This act directly impacts municipal elections by specifying months available to hold elections and time requirements for absentee ballots. This memo provides a basis for how the LTVA will affect the City of Norman and its Charter.

DISCUSSION:

Previous Revisions

This is not the first time in recent years that federal legislation was enacted to assist with military personnel voting while away from home. Each time, the State Legislature has followed suit which has then required the City of Norman to amend their Charter. The goal has been to provide certain months in which elections can be held and to provide an adequate length of time between the elections and runoffs so that the troops serving away from home can vote in both though use of absentee ballots.

On June 9, 2004, Oklahoma Senate Bill 1346 was signed into law in order to bring the state laws of Oklahoma into compliance with the federal Help America Vote Act (HAVA). In order to comply with HAVA, the Norman City Charter was amended by Ordinance No. O-0405-32 and approved by the voters at an election held on March 29, 2005. The amendments were necessary because the previous language used in the Charter concerning election dates provided for elections to be held on the "third Tuesday in April of each year." This language did not comply with state law because HAVA only allowed for special elections to be held on the first Tuesday in April for either odd or even years or the second Tuesday in January, February, May, June, July, August, September, October, November, and December in odd numbered and January, February, May, June, September, and December in even numbered years.

Let the Troops Vote Act

Section 2 of LTVA provides that "[a] Primary Election shall be held on the last Tuesday in June of each even-numbered year." Additionally, no municipality shall schedule an election on any date during the twenty (20) days immediately preceding the date of any such primary election.

Section 4 of LTVA says that no special election shall be held by any municipality or other entity authorized to call elections except on:

The second Tuesday of January, February, May, June, July, August, September, October and November and the first Tuesday in March and April in odd-numbered years; or

The first Tuesday in March and April, the second Tuesday of January and February, the last Tuesday in June, the fourth Tuesday in August, and the first Tuesday after the first Monday in

November in even-numbered years.

Lastly, Section 15 of the LTVA states that "when an application for an absentee ballot is received at least forty-five (45) days before an election involving state...offices, the ballot shall be transmitted... not less than forty-five days preceding the election." If the request for an absentee ballot occurs within the forty-five (45) day time-frame, then the absentee ballot shall be transmitted within forty-eight (48) hours of receipt of the application.

Current Charter

Article II, Section 5 of the City Charter provides that by a resolution passed each December, the City Council shall designate a date in March of the following year for the holding of Norman's municipal election.

Article II, Section 6 of the City Charter goes on to provide for a municipal runoff election to take place on a date in May of the same year.

Article II, Section 21 of the City Charter provides for State law to be applicable in issues involving absentee voting procedures, which now calls for forty-five (45) days between elections.

Charter Amendment Options

In order to comply with LTVA, the City Charter must be amended since Article II, Section 6 of the current City Charter calls for municipal runoff elections to be held in May, which is now directly prohibited in even numbered years by LTVA. In order to amend the charter, a special election will need to be held.

There are two possible solutions to the current Charter issue. First, the Council could ask voters to amend the Charter to reflect dates that fit within the frame work of LTVA. With that said, it is important to keep in mind the new forty-five (45) day time lapse required for absentee ballots between elections. The month combinations available under LTVA are February/April, April/June, and June/August.

A second possible solution involves a more flexible approach that would allow the Council to set election dates by Resolution on an annual basis in order to take into account future state or federal law changes. To avoid future conflicts and the need to again amend these sections of the Charter, the Charter could be amended to reflect specific language that aligns the election dates in the City Charter with applicable state laws.

The language included in the proposed ordinances adopts the second approach by amending Sections 5 and 6 allowing Council to set election dates by Resolution that are consistent with current state law. To assist potential candidates with planning, the Resolution setting election

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE 8th DAY OF NOVEMBER 2011, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-1112-07 WHICH ORDINANCE AMENDS SECTIONS 5 AND 6 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN, OKLAHOMA RELATING TO THE DESIGNATION OF DATES FOR MUNICIPAL GENERAL AND RUNOFF ELECTIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. Proposition. That the Mayor of the City of Norman, Oklahoma, or in his absence or incapacity, the duly qualified Mayor Pro Tem, be and hereby is authorized and directed to call a special election to be held in the City of Norman, Oklahoma, on the 8th day of November, 2011, for the purpose of submitting to the registered, qualified voters of said City of Norman, Oklahoma, for their approval or rejection the following propositions:

PROPOSITION I

"SHALL SECTIONS 5 AND 6 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN WHICH RELATES TO THE DESIGNATION OF DATES FOR MUNICIPAL GENERAL AND RUNOFF ELECTIONS, BE AMENDED TO PROVIDE FOR THE SETTING OF MUNICIPAL GENERAL AND RUNOFF ELECTIONS AS PROVIDED UNDER THE THEN-CURRENT STATE LAW?"

§ 2. That such call for said election shall be by Special Election Proclamation and Notice, signed by the Mayor or Mayor Pro Tem and attested to by the City Clerk, setting forth the proposition to be voted on; that the ballots set forth in the proposition be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be made to and canvassed by the Cleveland County Election Board.

§ 3. That the number and location of the polling places and the persons who conduct the elections shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in the City of Norman, Oklahoma.

§ 4. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling such special election is hereby approved in all respects, and that the Mayor or Mayor Pro Tem is hereby authorized to execute said special election proclamation on behalf of the City, and the City Clerk is hereby authorized to attest and affix the seal of said City to said Special Election Proclamation and Notice and cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.

§ 5. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and a copy of the Special Election Proclamation and Notice of Election upon the office of the Cleveland County Election Board, not less than sixty (60) days prior to the date of the election.

ADOPTED this _____ day of

_____, 2011.

_____
Mayor

NOT ADOPTED this _____ day of

_____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-1112-07 dated August 23, 2011 authorizing the calling of an election on the Proposition hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 8th day of November, 2011, for the purpose of submitting to the registered qualified voters in said City the proposed Proposition:

PROPOSITION I

"SHALL SECTIONS 5 AND 6 OF ARTICLE II OF THE CHARTER OF THE CITY OF NORMAN WHICH RELATES TO THE DESIGNATION OF DATES FOR MUNICIPAL GENERAL AND RUNOFF ELECTIONS, BE AMENDED TO PROVIDE FOR THE SETTING OF MUNICIPAL GENERAL AND RUNOFF ELECTIONS AS PROVIDED UNDER THE THEN-CURRENT STATE LAW?"

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

1st	☐	YES	- FOR THE ABOVE PROPOSITION
2nd	☐	NO	- AGAINST THE ABOVE PROPOSITION

(If the voter desires to vote for the above Proposition, he shall mark the ballot accordingly; if he desires to vote against the above Proposition, he shall mark the ballot accordingly.)

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Proposition as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the ____ day of August, 2011.

_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: O-1112-9

File ID:	O-1112-9	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 8	**In Control:**	City Council
Department:	Legal Department	**Cost:**		**File Created:**	08/04/2011
File Name:	O-1112-9			**Final Action:**	

Title:

CONSIDERATION OF ORDINANCE NO. O-1112-09 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE VIII, SECTIONS 13-809 THROUGH 13-814; AND ARTICLE XXVIII, SECTIONS 13-2804, 13-2806 AND 13-2809 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY ADDING PROVISIONS AND AMENDING THE APPLICATION AND PERMIT ISSUANCE PROCEDURES AND FEES FOR TEMPORARY FOOD ESTABLISHMENTS AND SOLICITORS AND PEDDLERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-09 upon First Reading by title.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 8

Attachments: O-1112-09 clean, O-1112-09 annotated

Project Manager: Leah Messner, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File O-1112-9

Body

BACKGROUND: The Norman City Council adopted amendments to the Ordinances regulating Soliciting, Peddling, and Temporary Food in April 2011. Those amendments included a number of changes designed to improve the requirements and to comply with First Amendment concerns.

However, after adoption of the ordinance, the City Clerk's Office has encountered several difficulties with the practical application of the Ordinance. In addition, several of the local temporary food vendors have expressed serious concerns with the "three hour" rule in the Ordinance that prevents them from operating in one location for more than three hours.

The City Council Oversight Committee met on August 3, 2011, and reviewed the proposed changes and unanimously supported forwarding the proposed ordinance to Council for consideration.

DISCUSSION: The first of the proposed changes adds a one day permit for both soliciting/peddling and temporary food sales. The Clerk's Office has had several requests from vendors only wishing to sell for a weekend or wishing to sell on OU home game days only. These groups do not want to purchase a thirty day permit because of the permit cost involved. The proposed permit fee for a one day permit is $20.00.

The second of the proposed changes is to decrease the length of the bond required for solicitors and peddlers and to create a $1,000 bond requirement for solicitors and peddlers applying for a one day permit. Currently, the ordinance requires that the bond remain in effect for two years after expiration of the permit. However, most of the bonding companies do not offer a two year bond. Rather, a one year bond is all that is available to these groups. For that reason, the draft Ordinance has been amended to require a bond that is good for one year after the date of permit issuance. In addition, because requiring a $10,000 bond for one day permit could be onerous for those applicants, the proposed ordinance now requires a $1,000 bond for a one day permit. The ordinance has also been amended to allow a cash bond to be posted.

The third proposed change is to increase the length of time that temporary food vendors may remain at one site. Staff met with three of the temporary food vendors (the taco stands at Alameda and Porter, Main and 24th, and 24th and Highway 9), who were very unhappy about the limited hours of operation in a 24 hour period. The draft Ordinance allows temporary food vendors to remain on one site for up to twelve hours. Each of the businesses contacted expressed that it takes approximately an hour to an hour and a half to set up and clean up - which, under the current ordinance, seriously cut into their three hour sales window. For that reason, they requested to be allowed to remain at each site for twelve hours in order to allow for set up, clean up, and to capture both the lunch and dinner crowds. In addition, this would mirror the proposed changes being considered by the State Health Department.

RECOMMENDATION: Based upon the above and foregoing discussion, it is the staff recommendation that Ordinance O-1112-9 be adopted.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE VIII, SECTIONS 13-809 THROUGH 13-814; AND ARTICLE XXVIII, SECTIONS 13-2804, 13-2806 AND 13-2809 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY ADDING PROVISIONS AND AMENDING THE APPLICATION AND PERMIT ISSUANCE PROCEDURES AND FEES FOR TEMPORARY FOOD ESTABLISHMENTS AND SOLICITORS AND PEDDLERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Article VIII, Section 13-809 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-809. License Required.

* * *

(b) A person desiring to operate a temporary food service establishment may apply for either a 30 day or a 180 day temporary license at least twenty-four (24) hours prior to any sales at said establishment. This temporary license shall be issued by the City Clerk following approval of such application by the Cleveland County Health Authority and City Clerk. The temporary license may be renewed for an additional 180 days following approval by the Cleveland County Health Authority and City Clerk.

(c) There shall be two types of licenses issued as follows:

1. Fixed Temporary Food Service License – this license shall be for temporary food service businesses operating at a fixed location for a maximum of 180 days. This license may not be renewed for an additional 180 days at the same location. These food service businesses must comply with all provisions of the City of Norman Zoning Code.
2. Mobile Temporary Food Service License – this license shall be for facilities that are vehicle mounted and are readily moveable.

§ 2. That Article VIII of Chapter 13 of the Code of the City of Norman shall be amended to add the following Sections:

Sec. 13-810. Application procedure for temporary food license.

(a) *Contents of application.* Applicants for a permit under this article must file with the City Clerk a (verified) sworn application in writing on a form to be furnished by the City Clerk, which shall give the following information:

1. Name and description of applicant.
2. Address.
3. Brief description of business, goods to be sold, location desired.
4. Time period for which applicant wishes to do business.
5. License number and description of vehicle to be used, if any.
6. Verification that applicant is bonded as group II vendor by the State Tax Commission or other proof that sales tax has been or is being paid on the merchandise sold or to be sold, if applicable.
7. Proof that a county health permit has been obtained.
8. At time of filing, fee as provided in Section 13-812 shall be paid to the City Clerk.
9. Each applicant, if the applicant does not operate a fixed, permanent restaurant within the City of Norman, shall file with the application a certificate of insurance from the appropriate insurer that the applicant has general liability and vehicular insurance in the amount required by the State of Oklahoma.

(b) *Review of application.*

1. The City Clerk shall review the application to ensure:
    a. That applicant is aware of his responsibility to collect and pay sales tax and that applicant is properly registered with the Oklahoma Tax Commission. If applicant is not properly registered with the Oklahoma Tax Commission, the permit will not be issued.
    b. That the chosen location for issuance of a Fixed Temporary Food Service License is commercially zoned and does not extend onto the public right-of-way.
    c. That the applicant's business operation will not obstruct a safe line of sight from any street or private drive used to exit the subject property, or cause other sight-distance related problems.
    d. That Chapter 18, "City of Norman Sign Code," Ordinance No. 0-7879-10, is to be properly complied with during applicant's business activity.
    e. That applicant's business operations will not reduce the required off-street parking of the host business.
    f. That a valid county health permit is obtained.

2. Within seven (7) days after receipt of the application, the City Clerk shall either approve or disapprove of the application.
    a. If the application is approved, the Clerk shall issue the permit within three (3) days after the approval.
    b. If the application is not approved, the City Clerk must state with specificity the reason(s) for nonapproval and the City Clerk shall notify the applicant within three (3) days after nonapproval. Proper mailing to the address shown on the application shall be adequate notification to the applicant.

Sec. 13-811. Conditions of permit issuance.

(a) All temporary food vendors must have the permission of the property owner prior to operating a temporary food vending unit on the subject property.

(b) No mobile temporary food vendor may stop for longer than twelve hours at a single location or address in a twenty-four hour period. A single location or address shall include a single parking lot shared by multiple businesses.
    a. This section shall not apply to food sales at events that are not open to the general public or are sponsored, catered, or hosted by a business or group.
    b. This section shall not apply on University of Oklahoma home football game days.

(c) Mobile temporary food vendors may not sell food on public right-of-way except for a brief stop for point of sale. For purposes of this section, *public right-of-way* means any street or highway and property adjacent to streets and highways which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion; or any bridge, alley, sidewalk, pedestrian way, stairs or elevator which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion.

Sec. 13-812. Permit issuance.

a. Permits shall be issued by the City Clerk.

b. A permit must be issued not less than twenty-four (24) hours prior to any actual selling activity by the applicant.

c. The format of such permit will generally follow the format of licenses as provided in Section 13-109, and such permit shall be prominently displayed at the applicant's selling location.

Sec. 13-813. Permit fee.

The application fee to be paid to the City Clerk upon submission of the application for a temporary food license shall be $20.00 for a one day permit, $50.00 for a 30 day permit, or $250.00 for a 180 day permit.

* * *

§ 3. That Article VIII, Section 13-810 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-814. Outside sales.

(a) Food Service Establishments holding an annual city license may have outside sales on their premises if all conditions of the Food Service Establishment Regulations, Zoning Ordinances and Fire Code are met.

(b) Food Service Establishments with temporary licenses issued by the City may have outdoor sales if all conditions of the Food Service Establishment Regulations, Zoning Ordinances and Fire Code are met.

* * *

§ 4. That Article XXVIII, Section 13-2804 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2804. Application procedure.

a. *Contents of application.* Applicants for a permit under this article must file with the City Clerk a (verified) sworn application in writing on a form to be furnished by the City Clerk, which shall give the following information:

(1) Name and description of applicant.

(2) Address.

(3) Brief description of business, goods to be sold, location desired.

(4) Time period for which applicant wishes to do business.

(5) License number and description of vehicle to be used (if applicable).

(6) Verification that applicant is bonded as group II vendor by the State Tax Commission or other proof that sales tax has been or is being paid on the merchandise sold or to be sold, if applicable.

(7) If applicable, proof that a county health permit has been obtained.

(8) If applicable, proof that a nursery and floral inspection certificate has been obtained from the Oklahoma State Department of Agriculture.

(9) Photo of person or persons to be selling.

(10) Content of signs to be used.

(11) Site plan depicting the location of any structure, vehicle, sign, or display to be used while conducting the business.

(12) At time of filing, fee as provided in Section 13-2809 shall be paid to the City Clerk.

(13) Along with the written application, the applicant shall obtain from the Oklahoma State Bureau of Investigation and provide to the City Clerk a current Oklahoma criminal history information report. The criminal record is considered current if it is dated no more than 30 days prior to the date on which the applicant submits a completed application to the City Clerk.

(14) Each applicant for a permit under this article shall file with the application a bond either in cash or issued by a corporate surety authorized to do business in this state, which bond shall be payable to the City of Norman for the use and benefit of any person entitled thereto, and conditioned that the principal and surety will pay all damages to persons caused by, arising from, or growing out of the wrongful, fraudulent or illegal conduct of the licensee while conducting the business in the city. The surety bond may also be used to secure collection and payment to the Oklahoma Tax Commission of all City sales tax due and payable by reason of sales made within this City. Such bond shall be forfeited to the City if applicant does not, within ninety (90) days of the expiration his license, demonstrate by affidavit or otherwise that such sales taxes have been paid. The bond shall remain in full force and effect for one year from the date of permit issuance. The bond amount for a one day permit shall be $1,000. The bond amount for a thirty or sixty day permit shall be $10,000.

(15) Each applicant for a permit to solicit services under this article shall file with the application a certificate of insurance from the appropriate insurer that the applicant has general liability and workers compensation insurance in the amount required by the State of Oklahoma when licensing the appropriate trade.

b. *Review of application.*

(1) The City Clerk shall review the application to ensure:

a. That applicant is aware of his responsibility to collect and pay sales tax and that applicant is properly registered with the Oklahoma Tax Commission. If applicant is not properly registered with the Oklahoma Tax Commission, the permit will not be issued.

b. That the chosen location is commercially zoned and does not extend onto the public right-of-way.

c. That the applicant's business operation will not obstruct a safe line of sight from any street or private drive used to exit the subject property, or cause other sight-distance related problems.

d. That Chapter 18, "City of Norman Sign Code," Ordinance No. 0-7879-10, is to be properly complied with during applicant's business activity.

e. That applicant's business operations will not reduce the required off-street parking of the host business.

f. That a valid county health permit is obtained if required.

g. That a valid nursery and floral inspection certificate has been obtained from the Oklahoma Department of Agriculture, if required.

(2) Applications of persons previously convicted of murder, manslaughter, kidnapping, robbery, rape, arson, burglary, and grand larceny, as defined by state and federal law, shall be reviewed by a review board to determine fitness to hold a license. The Review Board shall consist of a representative of the Police Department, a representative of the City Attorney's Office, and the City Clerk.

(3) Within seven (7) days after receipt of the application, the City Clerk shall either approve or disapprove of the application.

a. If the application is approved, the Clerk shall issue the permit within three (3) days after the approval.

b. If the application is not approved, the City Clerk must state with specificity the reason(s) for nonapproval and the City Clerk shall notify the applicant within three (3) days after nonapproval. Proper mailing to the address shown on the application shall be adequate notification to the applicant.

* * *

§5. That Article XXVIII, Section 13-2806 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2806. Permit issuance.

(a) Permits shall be issued by the City Clerk.

(b) A permit must be issued not less than forty-eight (48) hours prior to any actual selling activity by the applicant.

(c) Permits shall be issued according to the place and manner of the soliciting, peddling, or outdoor vending. If a change of location is desired during the permit period, the permit will first have to be updated and reviewed.

1. Permits for soliciting or peddling may be either for a one, thirty, or sixty day duration.
2. Permits for outdoor vending shall be issued in increments of either one day or thirty days for up to six months, but a vendor may not receive a permit for more than six months in a calendar year.

(d) The format of such permit will generally follow the format of licenses as provided in Section 13-109, and such permit shall be prominently displayed at the applicant's selling location.

* * *

§6. That Article XXVIII, Section 13-2809 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2809. Fees.

(a) The application fee to be paid to the City Clerk upon submission of the application for a permit shall be as follows:

1. A thirty day permit for soliciting or peddling shall be $100.00. Each additional seller, operating under one thirty-day permit, shall pay a fee of $50.00
2. A sixty day permit for soliciting or peddling shall be $200.00 Each additional seller, operating under one sixty-day permit, shall pay a fee of $100.00
3. A thirty day permit for outdoor vending shall be $500.00.
4. A one day permit for soliciting, peddling, or outdoor vending shall be $20.00.

* * *

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

ADOPTED this _____ day

of _____, 2011.

_____
Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2011.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE VIII, SECTIONS 13-809 THROUGH 13-814; AND ARTICLE XXVIII, SECTIONS 13-2804, 13-2806 AND 13-2809 OF CHAPTER 13 OF THE CODE OF THE CITY OF NORMAN BY ADDING PROVISIONS AND AMENDING THE APPLICATION AND PERMIT ISSUANCE PROCEDURES AND FEES FOR TEMPORARY FOOD ESTABLISHMENTS AND SOLICITORS AND PEDDLERS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Article VIII, Section 13-809 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-809. License Required.

* * *

(b) A person desiring to operate a temporary food service establishment may apply for either a 30 day or a 180 day temporary license at least twenty-four (24) hours prior to any sales at said establishment. This temporary license shall be issued by the City Clerk following approval of such application by the Cleveland County Health Authority and City Clerk. The temporary license may be renewed for an additional 180 days following approval by the Cleveland County Health Authority and City Clerk.

(c) There shall be two types of licenses issued as follows:

1. Fixed Temporary Food Service License – this license shall be for temporary food service businesses operating at a fixed location for a maximum of 180 days. This license may not be renewed for an additional 180 days at the same location. These food service businesses must comply with all provisions of the City of Norman Zoning Code.
2. Mobile Temporary Food Service License – this license shall be for facilities that are vehicle mounted and are readily moveable.

§ 2. That Article VIII of Chapter 13 of the Code of the City of Norman shall be amended to add the following Sections:

Sec. 13-810. Application procedure for temporary food license.

(a) *Contents of application.* Applicants for a permit under this article must file with the City Clerk a (verified) sworn application in writing on a form to be furnished by the City Clerk, which shall give the following information:

1. Name and description of applicant.

2. Address.
3. Brief description of business, goods to be sold, location desired.
4. Time period for which applicant wishes to do business.
5. License number and description of vehicle to be used, if any.
6. Verification that applicant is bonded as group II vendor by the State Tax Commission or other proof that sales tax has been or is being paid on the merchandise sold or to be sold, if applicable.
7. Proof that a county health permit has been obtained.
8. At time of filing, fee as provided in Section 13-812 shall be paid to the City Clerk.
9. Each applicant, if the applicant does not operate a fixed, permanent restaurant within the City of Norman, shall file with the application a certificate of insurance from the appropriate insurer that the applicant has general liability and vehicular insurance in the amount required by the State of Oklahoma.

(b) *Review of application.*

1. The City Clerk shall review the application to ensure:
    a. That applicant is aware of his responsibility to collect and pay sales tax and that applicant is properly registered with the Oklahoma Tax Commission. If applicant is not properly registered with the Oklahoma Tax Commission, the permit will not be issued.
    b. That the chosen location for issuance of a Fixed Temporary Food Service License is commercially zoned and does not extend onto the public right-of-way.
    c. That the applicant's business operation will not obstruct a safe line of sight from any street or private drive used to exit the subject property, or cause other sight-distance related problems.
    d. That Chapter 18, "City of Norman Sign Code," Ordinance No. 0-7879-10, is to be properly complied with during applicant's business activity.
    e. That applicant's business operations will not reduce the required off-street parking of the host business.
    f. That a valid county health permit is obtained.
2. Within seven (7) days after receipt of the application, the City Clerk shall either approve or disapprove of the application.
    a. If the application is approved, the Clerk shall issue the permit within three (3) days after the approval.
    b. If the application is not approved, the City Clerk must state with specificity the reason(s) for nonapproval and the City Clerk shall notify the applicant within three (3) days after nonapproval. Proper mailing to the address shown on the application shall be adequate notification to the applicant.

Sec. 13-811. Conditions of permit issuance.

(a) All temporary food vendors must have the permission of the property owner prior to operating a temporary food vending unit on the subject property.

(b) No mobile temporary food vendor may stop for longer than twelve hours ~~three hours~~ at a single location or address in a twenty-four hour period. A single location or address shall include a single parking lot shared by multiple businesses.

    a. This section shall not apply to food sales at events that are not open to the general public or are sponsored, catered, or hosted by a business or group.

    b. This section shall not apply on University of Oklahoma home football game days.

(c) Mobile temporary food vendors may not sell food on public right-of-way except for a brief stop for point of sale. For purposes of this section, *public right-of-way* means any street or highway and property adjacent to streets and highways which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion; or any bridge, alley, sidewalk, pedestrian way, stairs or elevator which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion.

Sec. 13-812. Permit issuance.

a. Permits shall be issued by the City Clerk.

b. A permit must be issued not less than twenty-four (24) hours prior to any actual selling activity by the applicant.

c. The format of such permit will generally follow the format of licenses as provided in Section 13-109, and such permit shall be prominently displayed at the applicant's selling location.

Sec. 13-813. Permit fee.

The application fee to be paid to the City Clerk upon submission of the application for a temporary food license shall be $20.00 for a one day permit, $50.00 for a 30 day permit, or $250.00 for a 180 day permit.

* * *

§ 3. That Article VIII, Section 13-810 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-814. Outside sales.

(a) Food Service Establishments holding an annual city license may have outside sales on their premises if all conditions of the Food Service Establishment Regulations, Zoning Ordinances and Fire Code are met.

(b) Food Service Establishments with temporary licenses issued by the City may have outdoor sales if all conditions of the Food Service Establishment Regulations, Zoning Ordinances and Fire Code are met.

* * *

§ 4. That Article XXVIII, Section 13-2804 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2804. Application procedure.

a. *Contents of application.* Applicants for a permit under this article must file with the City Clerk a (verified) sworn application in writing on a form to be furnished by the City Clerk, which shall give the following information:

(1) Name and description of applicant.

(2) Address.

(3) Brief description of business, goods to be sold, location desired.

(4) Time period for which applicant wishes to do business.

(5) License number and description of vehicle to be used (if applicable).

(6) Verification that applicant is bonded as group II vendor by the State Tax Commission or other proof that sales tax has been or is being paid on the merchandise sold or to be sold, if applicable.

(7) If applicable, proof that a county health permit has been obtained.

(8) If applicable, proof that a nursery and floral inspection certificate has been obtained from the Oklahoma State Department of Agriculture.

(9) Photo of person or persons to be selling.

(10) Content of signs to be used.

(11) Site plan depicting the location of any structure, vehicle, sign, or display to be used while conducting the business.

(12) At time of filing, fee as provided in Section 13-2809 shall be paid to the City Clerk.

(13) Along with the written application, the applicant shall obtain from the Oklahoma State Bureau of Investigation and provide to the City Clerk a current Oklahoma criminal history information report. The criminal record is considered current if it is dated no more than 30 days prior to the date on which the applicant submits a completed application to the City Clerk.

(14) Each applicant for a permit under this article shall file with the application a bond ~~in the sum of $10,000.00~~, either in cash or issued by a corporate surety authorized to do business in this state, which bond shall be payable to the City of Norman for the use and benefit of any person entitled thereto, and conditioned that the principal and surety will pay all damages to persons caused by, arising from, or growing out of the wrongful, fraudulent or illegal conduct of the licensee while conducting the business in the city. The surety bond may also be used to secure collection and payment to the Oklahoma Tax Commission of all City sales tax due and payable by reason of sales made within this City. Such bond shall be forfeited to the City if applicant does not, within ninety (90) days of the expiration his license, demonstrate by affidavit or otherwise that such sales taxes have been paid. The bond shall remain in full force and effect for one year from the date of permit issuance ~~the entire duration of the permit and for two years thereafter~~. The bond amount for a one day permit shall be $1,000. The bond amount for a thirty or sixty day permit shall be $10,000.

(15) Each applicant for a permit to solicit services under this article shall file with the application a certificate of insurance from the appropriate insurer that the applicant has general liability and workers compensation insurance in the amount required by the State of Oklahoma when licensing the appropriate trade.

b. *Review of application.*

(1) The City Clerk shall review the application to ensure:

a. That applicant is aware of his responsibility to collect and pay sales tax and that applicant is properly registered with the Oklahoma Tax Commission. If applicant is not properly registered with the Oklahoma Tax Commission, the permit will not be issued.

b. That the chosen location is commercially zoned and does not extend onto the public right-of-way.

c. That the applicant's business operation will not obstruct a safe line of sight from any street or private drive used to exit the subject property, or cause other sight-distance related problems.

d. That Chapter 18, "City of Norman Sign Code," Ordinance No. 0-7879-10, is to be properly complied with during applicant's business activity.

e. That applicant's business operations will not reduce the required off-street parking of the host business.

f. That a valid county health permit is obtained if required.

g. That a valid nursery and floral inspection certificate has been obtained from the Oklahoma Department of Agriculture, if required.

(2) Applications of persons previously convicted of murder, manslaughter, kidnapping, robbery, rape, arson, burglary, and grand larceny, as defined by state and federal law, shall be reviewed by a review board to determine fitness to hold a license. The Review Board shall consist of a representative of the Police Department, a representative of the City Attorney's Office, and the City Clerk.

(3) Within seven (7) days after receipt of the application, the City Clerk shall either approve or disapprove of the application.

a. If the application is approved, the Clerk shall issue the permit within three (3) days after the approval.

b. If the application is not approved, the City Clerk must state with specificity the reason(s) for nonapproval and the City Clerk shall notify the applicant within three (3) days after nonapproval. Proper mailing to the address shown on the application shall be adequate notification to the applicant.

* * *

§5. That Article XXVIII, Section 13-2806 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2806. Permit issuance.

(a) Permits shall be issued by the City Clerk.

(b) A permit must be issued not less than forty-eight (48) hours prior to any actual selling activity by the applicant.

(c) Permits shall be issued according to the place and manner of the soliciting, peddling, or outdoor vending. If a change of location is desired during the permit period, the permit will first have to be updated and reviewed.

1. Permits for soliciting or peddling may be either for a one, thirty, or sixty day duration.
2. Permits for outdoor vending shall be issued in increments of either one day or thirty days for up to six months, but a vendor may not receive a permit for more than six months in a calendar year.

(d) The format of such permit will generally follow the format of licenses as provided in Section 13-109, and such permit shall be prominently displayed at the applicant's selling location.

* * *

§6. That Article XXVIII, Section 13-2809 of Chapter 13 of the Code of the City of Norman shall be amended to read as follows:

Sec. 13-2809. Fees.

(a) The application fee to be paid to the City Clerk upon submission of the application for a permit shall be as follows:

1. A thirty day permit for soliciting or peddling shall be $100.00. Each additional seller, operating under one thirty-day permit, shall pay a fee of $50.00
2. A sixty day permit for soliciting or peddling shall be $200.00 Each additional seller, operating under one sixty-day permit, shall pay a fee of $100.00
3. A thirty day permit for outdoor vending shall be $500.00.
4. A one day permit for soliciting, peddling, or outdoor vending shall be $20.00.

* * *

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

ADOPTED this _____ day

of _____, 2011.

_____
Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2011.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

City of Norman, OK

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

Master

File Number: K-1011-150

File ID:	K-1011-150	**Type:**	Contract	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 9	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$230,353.30	**File Created:**	07/28/2011
File Name:	K-1011-150 Hall Park Lake Dam Project			**Final Action:**	

Title: CONSIDERATION OF BID NO. 1011-64; CONTRACT NO. K-1011-150 WITH RAILROAD YARD, INC. IN THE AMOUNT OF $297,976; CHANGE ORDER NO. ONE DECREASING THE CONTRACT AMOUNT BY $67,622.70; PERFORMANCE BOND NO. B-1011-86; STATUTORY BOND NO. B-1011-87, AND MAINTENANCE BOND NO. MB-1011-89 FOR THE FYE 2011 HALL PARK LAKE DAM IMPROVEMENT PROJECT, PHASE I; RESOLUTION NO. R-1011-139; AND BUDGET APPROPRIATION.

ACTION TAKEN: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to Railroad Yard, Inc., in the amount of $297,976 as the lowest and best bidder meeting specification; approve Contract No. K-1011-150, Change Order No. One decreasing the contract amount by $67,622.70 and the performance, statutory, and maintenance bonds; authorize execution of the contract and change order; direct the filing of the bonds; adopt Resolution No. R-1011-139; and appropriate $94,538.55 from the Capital Fund Balance (050-0000-253.20-00) to Project No. DR0058, Hall Park Dam Repair, Construction, (050-9968-431.61-01).

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 9

Attachments: Funding Table, Hall Park Bid Tab, K-1011-150, Chg #1 K-1011-150, Perf Bond B-1011-86, Stat Bond B-1011-87, MB-1011-89, R-1011-139, PR Railroad Yard

Project Manager: Bob Hanger, Stormwater Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1011-150

Body

BACKGROUND: The Town of Hall Park was annexed by the City of Norman on October 1, 2003. Within the original city limits of Hall Park, a lake was built in 1930. City of Norman staff was unaware that the dam needed repairs at the time of annexation. The City of Norman received a letter dated January 3, 2009 from the Oklahoma Water Resources Board (OWRB) requesting that the easternmost dam north of Robinson Street and west of 24th Avenue NE be inspected because it was rated as a "high hazard" dam due to the proximity of residential structures downstream. In other words, if the dam fails, loss of life could occur. The letter also requested that an inspection report be submitted annually for this dam. The September 16, 2009 inspection report stated the following:

1. Dam and spillway are in poor condition.
2. Trees on the embankment are in excess of 3-feet in diameter.
3. Trees should be immediately removed and the dam filled and regarded to provide stable embankment.
4. A formalized maintenance plan should be developed.
5. An Emergency Action Plan should be developed.

In response to this report, staff proposed a capital project for the FYE 2011 Capital Budget which was approved by City Council.

In October, 2010, the City of Norman Parks and Recreation Department removed most of the vegetation from the dam. They did not remove the larger tree stumps to avoid any weakening of the dam. The tree stump removal will be accomplished by a private contractor using methods recommended by OWRB.

On November 23, 2010, City Council awarded an engineering contract for this project to Wilson & Company, Inc. of Norman, Oklahoma for a fee not-to-exceed $42,885.25.

The general scope of work in the engineering contract included:

1. Design dam embankment and emergency spillway
2. Prepare conceptual plans and cost estimates for primary spillway
3. Review the Operation and Maintenance Manual which will be prepared by the City of Norman
4. The Emergency Action Plan will be jointly prepared by the City of Norman and Wilson &

Company.

DISCUSSION: Bid documents and specifications for the FYE 2011 Hall Park Lake Dam Improvement Project, Phase 1, were advertised according to state law. Eight (8) contractors received the bid documents and five (5) bids were received on June 9, 2011. The low bidder, in the amount of $297,976.00 is The Railroad Yard, Inc., of Stillwater, Oklahoma. The engineer's estimate is $303,613.99.

Under Phase I, this contract requires the contractor to make improvements to the earthen spillway by creating a wider spillway and then armor the spillway with rock to make it more durable. The contactor will also add an earthen embankment to the east side of the dam to strengthen it so it can be more easily maintained.

The budget for this project is $180,000 ($30,000 for design and $150,000 for construction). Since the City of Norman had never bid a dam repair project, staff had no cost history with which to prepare a budget. Therefore, staff solicited the help of the former Oklahoma Water Resources Board Dam engineer who had been in this position for 27 years. Staff also solicited the help of an experienced dam contractor. After meeting on site, they both agreed the dam repairs could be made for $100,000. Staff increased this to $150,000 to have a contingency. The engineering fee for this type of construction is normally between 12% and 15% of the estimated construction cost. This was increased to 20% for this project or $30,000 (20% x $150,000=$30,000). The actual negotiated engineering fee was $42,885.25 or 28.59%.

Change Order No. 1 is intended to reduce the project cost so this project can be constructed with available funds. This, along with savings from other projects, will provide the necessary funding to construct this project. The change order will decrease the contract amount by $67,622.70 to $230,353.30 ($297,976-$67,622.70=$230,353.30). The most significant savings, $46,696.50, is due to the reduction in the sod quantity and by switching from Buffalo grass to Bermuda grass, which is cheaper. The bid quantity for sod was much more than what will actually be needed.

The Hall Park Lake Dam Improvements, Phase 2 would consist of a primary spillway, which is a piped conduit through the dam. There is a possibility that the OWRB will forego this requirement because it would damage the integrity of this 80-year-old dam. In addition, the lake would have to be drained which would kill many fish. Staff will discuss this issue with the OWRB at the conclusion of this project.

The Hall Park Dam Repair Project (DR0058) has a remaining budget of $135,765.86. In order to award this contract and change order, an additional $94,588 is needed. We are requesting an appropriation from Capital Fund account Fund Balance for these funds.

Resolution No. R-1011-139 confers upon The Railroad Yard, Inc., 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. 1011-64 for the FYE 2011 Hall Park Lake Dam Improvement Project, Phase I, be awarded to the low bidder, The Railroad Yard, Inc. in the amount of $297,976.00.

RECOMMENDATION NO. 2: Staff further recommends that, upon approval of Bid No. 1011-64, the following contract and bonds be approved:

Contract No. K-1011-150
Performance Bond No. B-1011-86
Statutory Bond No. B-1011-87
Maintenance Bond No. MB-1011-89

RECOMMENDATION NO. 3: Staff further recommends that, upon approval of Bid No. 1011-64, The Railroad Yard, Inc., be authorized and appointed as project agent via Resolution No. R-1011-139.

RECOMMENDATION NO. 4: Staff further recommends approval of a fund appropriation of $94,538.55 from Account No. 050-0000-253.20-00, Capital Fund Balance, to Account No. 050-9968-431.61-01, DR0058 Hall Park Lake Dam Improvement Project

RECOMMENDATION NO. 5: Staff further recommends approval of Change Order No. 1 in the deduct amount of $67,622.70.

CAPITAL PROJECTS RECENTLY CLOSED
RESULTING IN CAPITAL FUND BALANCE

CAPITAL PROJECT	AMOUNT
FYE 2007 Drainage Project	$ 54,522.00
FYE 2009 Misc. Annual Drainage Project	$ 499.78
Storm Water Master Plan	$ 19,428.00
Brookhaven Creek Maintenance	$ 9,732.00
Hwy 9/Imhoff Intersection Project	$ 15,800.00
TOTAL	**$ 99,981.78**

TABULATION OF BIDS
FYE 2011 HALL PARK LAKE DAM IMPROVEMENTS PROJECT
PHASE 1
Contract No. K-1011-150

	CONTRACTOR	CITY/STATE	AMOUNT
	Engineer's Estimate	Norman, OK	$ 303,613.99
1	The Railroad Yard, Inc.	Stillwater, OK	$ 297,976.00
2	SAC Services, Inc.	Oklahoma City, OK	$ 307,905.50
3	Central Contracting Services Inc.	Norman, OK	$ 340,637.50
4	Downey Contracting, LLC	Oklahoma City, OK	$ 379,609.10
5	Tri City Seal Co., Inc.	Tuttle, OK	$ 692,688.80

CONTRACT

THIS CONTRACT made and entered into this____day of_____, 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 2011 Hall Park Lake Dam Improvements-Phase 1

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) Two Hundred Ninety Seven Thousand Nine Hundred Seventy Six & No /100 (DOLLARS);

(NUMERALS) ($ 297,976.00) ;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

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 Payne)

The Railroad Yard, Inc. / Bill Anderson 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.

Contractor President

Subscribed and sworn to before me this 18th day of July, 2011.

DOROTHY BOYER NOTARY PUBLIC #08008876 Exp. 08-26-12 IN AND FOR PAYNE COUNTY STATE OF OKLAHOMA

Dorothy Boyer
Notary Public

My Commission Expires: 26-Aug-2012

Contract No. K-1011-150
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 18th day of July 2011, and the _____ day of _____, 2011.

(Corporate Seal) (where applicable)

Principal

Signed: _____

Title: President

Address P.O. Box 2283 Stillwater, Ok 74076

Telephone: (405) 377-8763

ATTEST:
Authorized Representative
_____
Corporate Secretary (where applicable)

CITY OF NORMAN:

Approved as to form and legality this 2nd day of August 2011.

_____
City Attorney

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

ATTEST:

_____
City Clerk

_____
Mayor

Contract No. K-1011-150
Page 4 of 4

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
COUNTY OF Payne)

Bill Anderson, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Railroad Yards, Inc. to submit the above Contract to the City of Norman, Oklahoma.

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

Contractor

Subscribed and sworn to before me this 18th day of July, 2011

Notary Public

DOROTHY BOYER NOTARY PUBLIC #08008876 Exp. 08-26-12 IN AND FOR STATE OF OKLAHOMA PAYNE COUNTY

My Commission Expires:

26-Aug-2012

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1 DATE: June 22, 2011

CONTRACT NO.: K-1011-150 SUBMITTED BY: Bob Hanger

PROJECT: FYE 2011 Hall Park Lake Dam Improvement Project, Phase 1

CONTRACTOR: The Railroad Yard, Inc.
P.O. Box 2283
Stillwater, Oklahoma 74076

Original Completion Date : November 5, 2011

Previous Completion Date: November 5, 2011 ORIGINAL CONTRACT AMOUNT $ 297,976.00

(Increase) this change order 0 Calendar days

New Completion Date November 5, 2011 PRESENT CONTRACT AMOUNT $ 297,976.00

DESCRIPTION	DECREASE	INCREASE
See attached "Change Order Detail" Note: This change order is based on unit prices from the original contract.	$67,622.70	

NET CHANGE $67,622.70 $

REVISED CONTRACT AMOUNT $ 230,353.30

CONTRACTOR: Bill Anderson The Railroad Yard, Inc DATE: 7-18-11

ARCH./ENGINEER: BD Hanger DATE: 7-13-11

CITY ATTORNEY: RBM DATE: 8-2-11

ACCEPTED BY: _____ DATE: _____
(Mayor)

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

Project Name FYE 2011 Hall Park Lake Dam Improvement Project, Phase 1 Design Engineer Bob Hanger

Account Number 050-9968-431-6101 Project No. DR0058

Contract No. K-1011-150

A. Change Orders or addenda to public construction contracts of One Million Dollars ($1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars ($1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars ($150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

G.

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

H. 1. If a construction contract contains unit 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
To FYE 2011 Hall Park Lake Dam Improvement Project
Phase 1

The Railroad Yard, Inc.

	Description	Decrease	Increase
5	Tree Stump Removal		
	.80 Ac x $1,250.00/Ac =	$ 1,000.00**	
6	Unclassified Exc.		
	845 cy x $7.96 / cy =	$ 6,726.20	
13	Sod		
	7905 sy x $5.30/ sy = $41,896.50	$ 46,696.50	
	4800 sy x $1.00/sy = $ 4,800.00*		
19	Machine Placed Rip Rap		
	200 cy x $66.00/cy =	$ 13,200.00	
	Total	**$ 67,622.70**	
	*This deduction is for a change from		
	Buffalo grass sod to Bermuda grass sod		
	**Item 5 was reduced $1,000.00 to allow		
	the contractor to dispose of the tree		
	stumps at the at the City owned property		
	on the north side of E. Robinson about		
	½ mile east of 24th Avenue NE		

Bond No: GR16949

PERFORMANCE BOND

Known all men by these presents, that The Railroad Yard, Inc. as PRINCIPAL, and Granite Re, Inc. Corporation organized under the laws of the State of Oklahoma and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Thirty Thousand Three Hundred Fifty Three & 30/100 (DOLLARS); ($ 230,353 .30), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

FYE 2011 Hall Park Lake Dam Improvements – Phase 1

has entered into a written CONTRACT (K- 1011-150) with THE CITY OF NORMAN, dated _____, 2011, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the _____ day of _____, 20___ and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of _____, 20___.

The Railroad Yard, Inc.
Principal

(Corporate Seal) (where applicable)

ATTEST: Karen B. Anderson

Corporate Secretary (where applicable)

Principal Signed: Bill K

Authorized Representative

Title: President

Address: P.O. Box 2283
Shilleater, OK 74076

Telephone: (405) 377-8763

(Corporate Seal) (where applicable)

ATTEST: Debbie Raper
Debbie Raper, Witness

Surety: Granite Re, Inc.

Signed: Travis E Brown

Authorized Representative

Printed: Travis E. Brown

Authorized Representative

Title: Attorney-in-Fact

Address: 1608 NW Expressway, Suite 100, Oklahoma City, OK

Telephone: 405.418.8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 21st day of July, 20 11, by Bill Anderson President (Name and Title), of The Railroad Yard, Inc, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 21st day of July, 20 11.

Notary Public #01008788

My Commission Expires:
5-24-13

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

_____
Notary Public

My Commission Expires:

_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

Approved as to form and legality this 2nd day of August, 2011.

_____
City Attorney

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

ATTEST:

_____ _____
City Clerk Mayor

STATUTORY BOND

Bond No: GR16949

Known all men by these presents that The Railroad Yard, Inc. as PRINICPAL, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Two Hundred Thirty Thousand Three Hundred Fifty Three & 53 /100 (DOLLARS); ($ 230 , 353 . 30), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

FYE 2011 Hall Park Lake Dam Improvements-Phase I

has entered into a written CONTRACT (K-1011-150) with THE CITY OF NORMAN, dated _____, 2011 , for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____day of_____, 20___, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the_____ day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

Karen B. Anderson

Corporate Secretary (where applicable)

Principal Signed: _____

Authorized Representative

Title: President

Address: P.O. Box 2283
Stillwater, OK 74076

Telephone: (405) 377-8763

Statutory Bond No. B-1011-87
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Debbie Raper
Debbie Raper, Witness

Surety: Granite Re, Inc.

Signed: Travis E Brown
Authorized Representative

Printed: Travis E. Brown
Authorized Representative

Title: Attorney-in-Fact

Address: 1608 NW Expressway, Suite 100, Oklahoma City, OK 73118

Telephone: 405.418.8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 21st day of July, 2011, by Bill Anderson President (Name and Title), of The Railroadyard Inc a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 21st day of July, 2011.

Kelly Phillips
Notary Public #01008738

My Commission Expires:
5-24-13

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

_____
Notary Public

My Commission Expires:

_____

Statutory Bond No. B-1011-87
Page 2 of 3

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

Approved as to form and legality this 2nd day of August, 2011.

_____
City Attorney

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

ATTEST:

_____ _____
City Clerk Mayor

Bond No: GR16949

CITY OF NORMAN
MAINTENANCE BOND

Know all men by these presents that The Railroad Yard, Inc. as Principal, and Granite Re, Inc. a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Thirty Thousand Three Hundred Fifty Three and 30 /100 (DOLLARS); ($ 230 , 353 . 30), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and/or best bidder on the following project:

FYE 2011 Hall Park Lake Dam Improvements-Phase 1

has entered into a written CONTRACT (K-1011-150) with the CITY OF NORMAN, dated _____, 2011 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

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

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

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

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

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ___ day of _____, 20___, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST: Karen B. Anderson

Corporate Secretary (where applicable)

Principal Signed: _____
Authorized Representative

Title: President

Address: P.O. Box 2283
Stillwater, OK 74076

Telephone: (405) 377-8763

(Corporate Seal) (where applicable)

ATTEST: _____
Debbie Raper, Witness

Surety: Granite Re, Inc.

Signed: _____
Authorized Representative

Printed: Travis E. Brown
Authorized Representative

Title: Attorney-in-Fact

Address: 1608 NW Expressway, Suite 100, Oklahoma City, OK 73118

Telephone: 405.418.8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 21st day of July, 20 11, by Bill Anderson President (Name and Title), of The Rainmaker Group a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 21st day of July, 20 11.

_____
Notary Public #01008788

My Commission Expires:
5-24-13

Maintenance Bond No. MB-1011-89
Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

_____
Notary Public

My Commission Expires:

_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

Approved as to form and legality this 2nd day of August, 2011.

_____
City Attorney

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

ATTEST:

_____ _____
City Clerk Mayor

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; POLLY PHILLIPS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM JR; DEBORAH L. RAPER; POLLY PHILLIPS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 29th day of December, 2010.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

Rodman A. Frates, Secretary/Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 29th day of December, 2010, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

GLENDA LIERLE NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

My Commission Expires:
May 9, 2012
Commission #: 00005708

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Rodman A. Frates, Secretary/Treasurer

GR0800-1

Resolution

R-1011-139

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING RAILROAD YARD, INC., AS PROJECT AGENT FOR THE 2011 HALL PARK LAKE DAM IMPROVEMENT PROJECT, PHASE I.

§ 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 Railroad Yard, Inc., for the FYE 2011 Hall Park Lake Dam Improvement Project, Phase I; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Railroad Yard, 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, Railroad Yard, Inc., to purchase materials which are in fact used for the FYE 2011 Hall Park Lake Dam Improvement Project, Phase I,; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Railroad Yard, 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 9th day of August, 2011, did appoint Railroad Yard, Inc., who is involved with the FYE 2011 Hall Park Lake Dam Improvement Project, Phase I, 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 2011 Hall Park Lake Dam Improvement Project, Phase I,.

PASSED AND ADOPTED THIS 9th day of August, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000184645

REQUISITION BY: PJONES

STATUS: PRE-AUDIT APPROVAL
REASON: HALL PARK LAKE DAM IMPROVEMENT PROJECT

DATE: 7/28/11

SHIP TO LOCATION: PUB WKS- ENGINEERING

SUGGESTED VENDOR: THE RAILROAD YARD, INC.

DELIVER BY DATE: 7/30/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HALL PARK LAKE DAM IMPROVEMENT PROJECT, PHASE 1 FUND TRANSFER OF $93,239.55 FROM ACCOUNT NO 050-0000-253.20-00 TO 050-9968-431.61-01 COMMODITY: CONSTRUCTION SERVICES, GE SUBCOMMOD: MAINTENANCE AND REPAIR, G	230353.30	EA	1.0000	230353.30	

REQUISITION TOTAL: 230353.30

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT		AMOUNT
1	050969494116101	Capital Projects Construction	DR0059 Hall Park Dam Repair	100.00	230353.30
					230353.30

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT UPON COUNCIL APPROVAL ON 8-9-11

City of Norman, OK

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

Master

File Number: E-1112-1

File ID:	E-1112-1	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 10	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/28/2011
File Name:	E-1112-1 Hall Park Lake Dam Project			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF EASEMENT NO. E-1112-1 (PERMANENT DAM EMBANKMENT) DONATED BY KEN AND SHELLEY FERTITTA FOR THE HALL PARK LAKE DAM IMPROVEMENT PROJECT.

ACTION NEEDED: Motion to accept or reject Easement No. E-1112-1; and, if accepted, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 10

Attachments: Easement Table, E-1112-1, Hall Park Dam Easements

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1112-1

Body

BACKGROUND: The Town of Hall Park was annexed by the City of Norman on October 1, 2003. Within the original city limits of Hall Park, a lake was built in 1930. City of Norman staff was unaware that the dam needed repairs at the time of annexation. The City of Norman received a letter dated January 3, 2009 from the Oklahoma Water Resources Board (OWRB) requesting that the easternmost dam north of Robinson Street and west of 24th Avenue NE be inspected because it was rated as a "high hazard" dam due to the proximity of residential structures downstream. In other words, if the dam fails, loss of life could occur. The letter also

requested that an inspection report be submitted annually for this dam. The September 16, 2009 inspection report stated the following:

1. Dam and spillway are in poor condition.
2. Trees on the embankment are in excess of 3-feet in diameter.
3. Trees should be immediately removed and the dam filled and re-graded to provide stable embankment.
4. A formalized maintenance plan should be developed.
5. An Emergency Action Plan should be developed.

In response to this report, staff proposed a capital project for the FYE 2011 Capital Budget which was approved by City Council.

In October, 2010, the City of Norman Parks and Recreation Department removed most of the vegetation from the dam. They did not remove the larger tree stumps to avoid weakening the dam. The tree stump removal will be accomplished by a private contractor using methods recommended by OWRB.

On November 23, 2010, City Council approved a contract for engineering services on this project with Wilson & Company, Inc. of Norman, Oklahoma for a fee not-to-exceed $42,885.25.

The general scope of work in the engineering contract included:

1. Design dam embankment and emergency spillway
2. Prepare conceptual plans and cost estimates for primary spillway
3. Review the Operation and Maintenance Manual which will be prepared by the City of Norman
4. The Emergency Action Plan will be jointly prepared by the City of Norman and Wilson & Company.

The construction contract for this project is scheduled to be awarded by City Council on August 9, 2011 and construction should start within two (2) weeks.

DISCUSSION: The City acquired two (2) easements for this project. The property owners generously donated the easements without compensation. The two easements are needed so the Hall Park Lake dam can be extended on the east side of the dam. The dam needs to be extended so the downstream slope of the dam can be made flatter which will allow it to be mowed and maintained. In addition, the added earthen embankment will strengthen the dam making it safer. (Exhibit "A" attached hereto for reference).

RECOMMENDATION NO 1: Staff recommends the above described easement be accepted, and the filing be directed thereof.

TABLE OF EASEMENTS

FYE 2011 Hall Park Lake Dam Improvement Project
Phase I

Easement No.	Grantors	Document	Cost	Comments
E-1112-1	Ken and Shelley Fertitta	Dam embankment	Donated	0.0167 acres
E-1112-2	Jesse Brandon Mitchell & Lindy Marie Mitchell	Dam embankment	Donated	0.0630 acres

GRANT OF DAM EMBANKMENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

E–1112–1

THAT, Ken and Shelley Fertitta, hereafter referred to as Grantor, in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon the other good an valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, hereafter referred to as Grantee, a public **dam embankment easement** over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A certain parcel of land identified as a public slope easement situated within the Southeast Quarter (SE/4) of Section 21, Township 9 North, Range 2 West of the I.M., Cleveland County, City of Norman, Oklahoma, further described as being situate within Lot 13 of Block 2, of the plat of BLOCKS 1, 2 AND 3, HALL PARK ONE, recorded in the office of the county recorder November 2, 1960 at Document Number 9555; said parcel being more particularly described as follows with the basis of bearing being the recorded plat thereof:

Beginning at the Southwest corner of said easement herein described, at a 5/8" Iron Bar with cap, 0.2' below ground, thence N.06°22'41"E. along the Westerly line of said Lot 13 a distance of 42.45 feet to a point; thence

S.42°13'37"E. a distance of 45.49 feet to a point on the Southerly line of said Lot 13; thence

S.76°35'24"W. along said Southerly line a distance of 36.35 feet to the Point or Place of Beginning;

Said parcel contains 726 Square Feet or 0.0167 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 dam embankment and further conditions upon the following: 1) The Grantor has the right to construct a fence on the dam embankment easement; 2) f any maintenance is performed in the dam embankment easement, the City of Norman agrees to promptly restore said easement to a condition as good or better than it was found.

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

SIGNED and delivered this 18th day of May, 2011.

BY: _____
Ken Fertitta

BY: _____
Shelley Fertitta

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 18th day of May, 2011, personally appeared Ken and Shelley Fertitta, 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.

_____
Notary Public

My Commission Expires: January 7, 2015

OFFICIAL SEAL
JULIE SHELTON
Commission #11000185
Expires January 7, 2015

Approved as to form and legality this 29th day of July, 2011.

_____
City Attorney

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

_____
Mayor

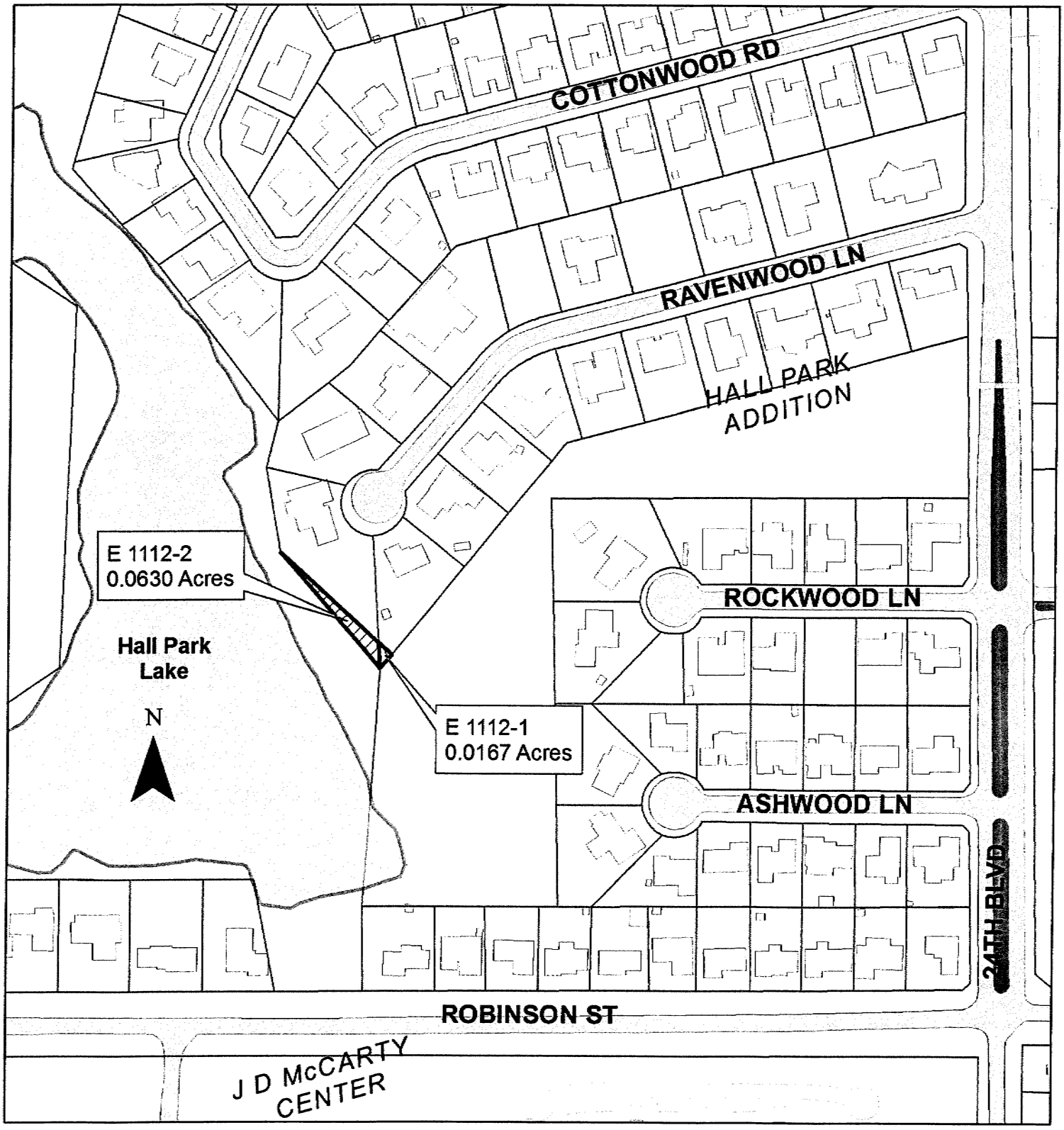
ATTEST:

_____
City Clerk

SEAL:

EXHIBIT A

EASEMENTS: E-1112-1 and E-1112-2



LOCATION MAP

Hall Park Lake Dam Repair Project
Embankment Easements

1 inch = 200 feet

Date: 10-37-2011

City of Norman, OK

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

Master

File Number: E-1112-2

File ID:	E-1112-2	**Type:**	Easement	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 11	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/28/2011
File Name:	E-1112-2 Hall Park Lake Dam Project			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF A EASEMENT NO. E-1112-2 (PERMANENT DAM EMBANKMENT) DONATED BY JESSE BRANDON MITCHELL AND LINDY MARIE MITCHELL FOR THE HALL PARK LAKE DAM IMPROVEMENT PROJECT.

ACTION NEEDED: Motion to accept or reject Easement No. E-1112-2; and, if accepted, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 11

Attachments: Easement Table, E-1112-2, Hall Park Dam
Easement Location Map

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File E-1112-2

Body

BACKGROUND: The Town of Hall Park was annexed by the City of Norman on October 1, 2003. Within the original city limits of Hall Park, a lake was built in 1930. City of Norman staff was unaware that the dam needed repairs at the time of annexation. The City of Norman received a letter dated January 3, 2009 from the Oklahoma Water Resources Board (OWRB) requesting that the easternmost dam north of Robinson Street and west of 24th Avenue NE be inspected because it was rated as a "high hazard" dam due to the proximity of residential structures downstream. In other words, if the dam fails, loss of life could occur. The letter also

requested that an inspection report be submitted annually for this dam. The September 16, 2009 inspection report stated the following:

1. Dam and spillway are in poor condition.
2. Trees on the embankment are in excess of 3-feet in diameter.
3. Trees should be immediately removed and the dam filled and re-graded to provide stable embankment.
4. A formalized maintenance plan should be developed.
5. An Emergency Action Plan should be developed.

In response to this report, staff proposed a capital project for the FYE 2011 Capital Budget which was approved by City Council.

In October, 2010, the City of Norman Parks and Recreation Department removed most of the vegetation from the dam. They did not remove the larger tree stumps to avoid weakening the dam. The tree stump removal will be accomplished by a private contractor using methods recommended by OWRB.

On November 23, 2010, City Council approved a contract for engineering services on this project with Wilson & Company, Inc. of Norman, Oklahoma for a fee not-to-exceed $42,885.25.

The general scope of work in the engineering contract included:

1. Design dam embankment and emergency spillway
2. Prepare conceptual plans and cost estimates for primary spillway
3. Review the Operation and Maintenance Manual which will be prepared by the City of Norman
4. The Emergency Action Plan will be jointly prepared by the City of Norman and Wilson & Company.

The construction contract for this project is scheduled to be awarded by City Council on August 9, 2011 and construction should start within two (2) weeks.

DISCUSSION: The City acquired two (2) easements for this project. The property owners generously donated the easements without compensation. The two easements are needed so the Hall Park Lake dam can be extended on the east side of the dam. The dam needs to be extended so the downstream slope of the dam can be made flatter which will allow it to be mowed and maintained. In addition, the added earthen embankment will strengthen the dam making it safer. (Exhibit "A" attached hereto for reference).

RECOMMENDATION NO 1: Staff recommends the above described easement be accepted, and the filing be directed thereof.

TABLE OF EASEMENTS

FYE 2011 Hall Park Lake Dam Improvement Project
Phase I

Easement No.	Grantors	Document	Cost	Comments
E-1112-1	Ken and Shelley Fertitta	Dam embankment	Donated	0.0167 acres
E-1112-2	Jesse Brandon Mitchell & Lindy Marie Mitchell	Dam embankment	Donated	0.0630 acres

GRANT OF DAM EMBANKMENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

E-1112-2

THAT, Jesse Brandon Mitchell and Lindy Marie Mitchell, hereafter referred to as Grantor, in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon the other good an valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, hereafter referred to as Grantee, a public **dam embankment easement** over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A certain parcel of land identified as a public slope easement situated within the Southeast Quarter (SE/4) of Section 21, Township 9 North, Range 2 West of the I.M., Cleveland County, City of Norman, Oklahoma, further described as being situate within Lot 14 of Block 2, of the plat of BLOCKS 1, 2 AND 3, HALL PARK ONE, recorded in the office of the county recorder November 2, 1960 at Document Number 9555; said parcel being more particularly described as follows with the basis of bearing being the recorded plat thereof:

Beginning at the Northwest corner of said easement herein described, at a 5/8" Iron Bar with cap, 0.2' below ground, thence S.42°13'37"E. a distance of 188.75 feet to a point on the Easterly line of said Lot 14; thence

S.06°22'42"W. along said Easterly line a distance of 42.45 feet to the Southeast corner of said Lot 14, marked by a 5/8" Iron Bar with a cap 0.2' below ground; thence

N.33°52'16"W. a distance of 219.15 feet to the Point or Place of Beginning;

Said parcel contains 3,006 Square Feet or 0.0630 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 dam embankment and further conditions upon the following: 1) The Grantor has the right to construct a fence on the dam embankment easement; 2) If any maintenance is performed in the dam embankment easement, the City of Norman agrees to promptly restore said easement to a condition as good or better than it was found.

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

SIGNED and delivered this 2 day of June, 20 11.

BY: _____
Jesse Brandon Mitchell

BY: _____
Lindy Marie Mitchell

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 June, 20 11, personally appeared Jesse Brandon Mitchell and Lindy Marie Mitchell, 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.

_____
Notary Public

My Commission Expires: May 18 2014

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
NATHAN D. THOMPSON
Commission # 06004983
Expires May 18, 2014

Approved as to form and legality this 29 day of July, 20 11.

_____
City Attorney

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

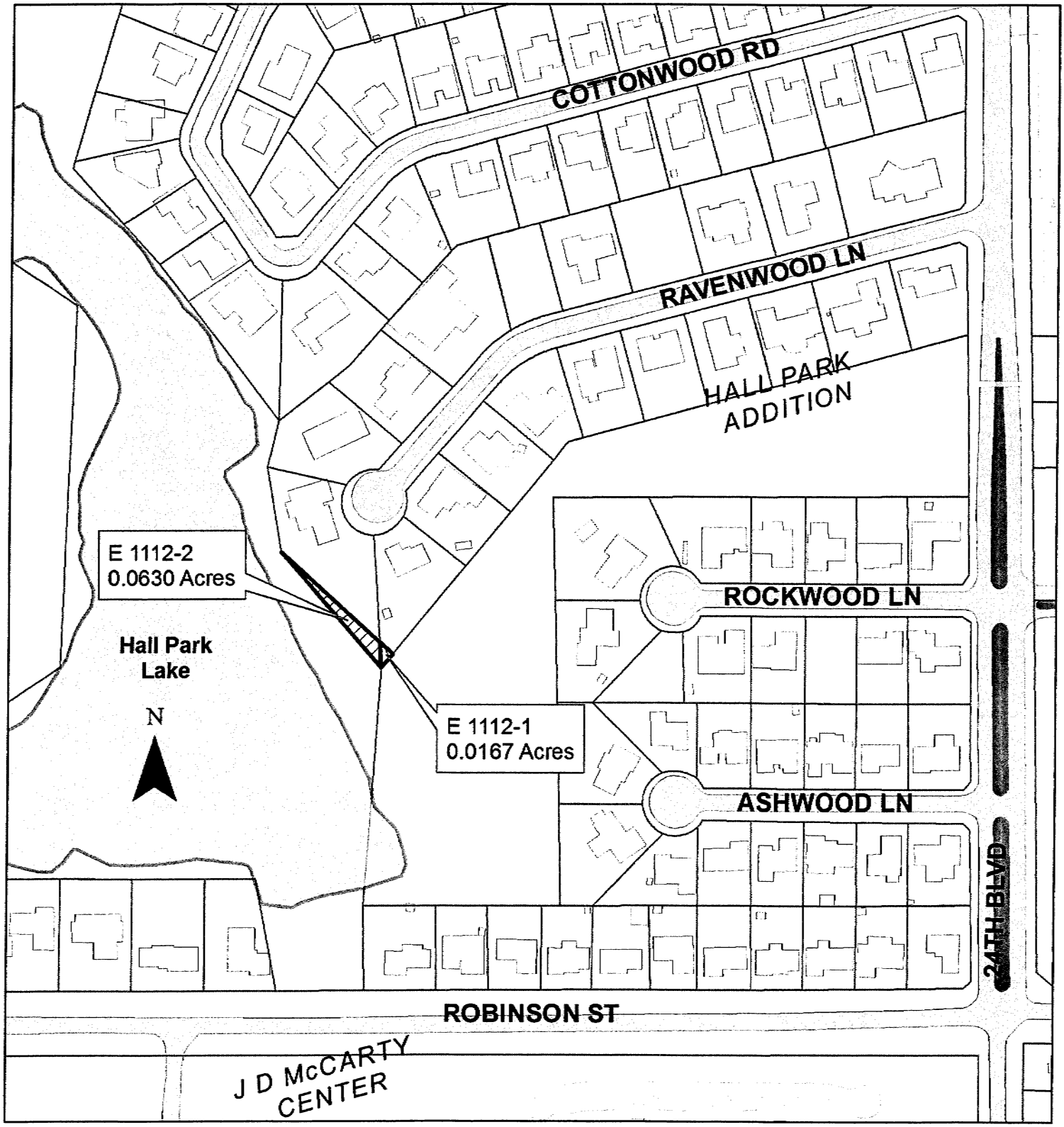
_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

EASEMENTS: E-1112-1 and E-1112-2



LOCATION MAP

Hall Park Lake Dam Repair Project
Embankment Easements

1 inch = 200 feet

Date: 11-37-2011

City of Norman, OK

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

Master

File Number: LL-1112-1

File ID:	LL-1112-1	**Type:**	Limited License	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 12	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	08/01/2011
File Name:	Limited License YMCA Tie-Dye Tri			**Final Action:**	

Title: LIMITED LICENSE NO. LL-1112-1: LIMITED LICENSE TO PLACE TWO (2) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM CLEVELAND COUNTY YMCA FOR THE 10TH ANNUAL TIE-DYE TRI ON SEPTEMBER 25, 2011.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-1 to place two (2) ground banners within the public right-of-way pursuant to a request from the Cleveland County YMCA.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 12

Attachments: Annual Tie Die Tri Application, YMCA Tie-Dye Tri, Picture of Sign

Project Manager: Wayne Stenis, Planner I

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 LL-1112-1

Body

BACKGROUND: Section 18-308 states:

Festival or Public Event Banners.

Signs announcing specific events or promotions that are of a legitimate public benefit to the community at large may be erected within the public right-of-way when authorized by a

limited license granted by the City Council. The size, number, type, and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION: Cleveland County Family YMCA has requested permission to install two banners announcing the 10th Annual Tie Dye Tri event. The banners will be in place from August 15th to September 25th. The signs are 4' by 10', and will be installed at the southeast corner of Robinson Street and Berry Road and on the south side of Lindsey at Ed Noble Parkway. A copy of the application is attached for reference.

RECOMMENDATION: Staff has advised the applicant of the location to ensure that the signs are installed so as not to interfere with the sight triangle. The locations are acceptable and the same locations have been used for this annual event in previous years. The license has been prepared in accordance with their request, and is presented to Council for consideration. Other than the requirement that this sign be removed once the time frame has expired, staff is not recommending additional conditions. Council may attached additional conditions if desired. Staff is not opposed to granting this Limited License, as the request is for only two signs for a limited time period.

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER/SIGN

Date: 7/29/11

Name of Applicant: Cleveland County Family YMCA

Address: 1350 Lexington Avenue, Norman, OK 73069 Phone: 364-9622 ext. 115

Number of banners: 2

Location of Banners/Signs (if list is lengthy you may attach separate sheet or map)

1. Berry & Robinson – SE Corner
2. Lindsey & Ed Noble Parkway – South side of Lindsey facing Ed Noble Parkway

*We still have our maps that Wayne printed off for us from previous years.

Banner/Sign size: 4x10

Working of Banner/Sign:

10th Annual Tie-Dye Tri
Cleveland County Family YMCA
September 25, 2011 - 7:30am
364-9622 / www.ymcanorman.org

Duration of Use: August 15 – September 25, 2011

LIMITED LICENSE NO. 1112-1

LIMITED LICENSE TO PLACE TWO (2) GROUND BANNERS WITHIN THE PUBLIC RIGHT-OF-WAY PURSUANT TO A REQUEST FROM THE CLEVELAND COUNTY FAMILY YMCA FOR THE 10TH ANNUAL TIE-DYE TRI TO BE HELD SUNDAY, SEPTEMBER 25, 2011.

An Application has been filed by the Cleveland County Family YMCA for a Limited License to place two (2) ground banners within the public right-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

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

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

License limited to a 42-day period from August 15 through September 25, 2011.

Any special conditions which may be outlined in the Staff memorandum or imposed by the City Council.

Further, any breach of the conditions as above set forth shall be grounds for immediate revocation of this license and further that the City Council may revoke this limited license at will and for any cause whatsoever upon the giving of thirty (30) days notice authorized by the City Council to the application.

Approved this 9th day of August, 2011.

CITY OF NORMAN

_____
Mayor

ATTEST:

_____
City Clerk

10th-Annual Tie-Dye Tri
CLEVELAND COUNTY FAMILY YMCA
Sunday, September 25 - 7:30am
364-YMCA . ymcanorman.org

City of Norman, OK

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

Master

File Number: K-0910-144 CHG 1

File ID:	K-0910-144 CHG 1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 13	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$18,629.30	**File Created:**	07/26/2011
File Name:	Change Order #1/Final K-0910-144 Well Project			**Final Action:**	

Title: CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-144: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND ASSOCIATED ENVIRONMENTAL INDUSTRIES CORPORATION INCREASING THE CONTRACT AMOUNT BY $18,629.30 FOR THE CONSTRUCTION OF TEN WATER WELL HOUSES IN CONNECTION WITH PHASE 2 OF THE WELL FIELD DEVELOPMENT PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Change Order No. One to Contract No. K-0910-44 with Associated Environmental Industries Corporation increasing the contract amount by $18,629.30; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount off $39,769.27 to Associated Environmental Industries Corporation.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 13

Attachments: Change 1 K-0910-144, Location map

Project Manager: Jim Speck, Capital Projects Engineer

Entered by: jim.speck@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-0910-144 CHG 1

Body

BACKGROUND: The Norman Utilities Authority (NUA) entered into contract

K-0607-109 with CH2M HILL on December 12, 2006. This contract provides for the engineering services associated with twelve new water wells in north east Norman. The NUA's groundwater rights permit application was approved by the Oklahoma Water Resources Board on May 14, 2008.

On May 27, 2008, the NUA approved Contract K-0708-35 with Stewart Brothers Drilling Co. for the drilling of 14 test wells and 12 production wells. Only 10 of the 14 test wells were of sufficient quality and quantity to justify completion as production wells.

On October 24, 2006, the NUA approved Contract K-0607-63 with Poe & Associates to perform field surveying, design, and construction oversight for the last 6 of the 9 Phase 1 well houses. Amendment No. 2 to Contract K-0607-63 with Poe & Associates was approved by the NUA on November 24, 2009 to perform field surveying, design, and construction oversight on ten Phase 2 well houses.

DESCRIPTION: On May 25, 2010, the NUA approved Contract K-0910-144 with Associated Environmental Industries Inc. for the construction of the 10 Phase 2 well houses. Construction was completed on May 28, 2011. A final inspection was performed and construction was found to meet city standards. Change Order No. 1 would increase the final contract amount from $925,848.50 to $944,477.80 by authorizing the following work scope modifications:

Additional Bid Items $30,630.80
Reconcile "As Bid" to "As Built" Quantities ($12,001.50)

Total Change Order $18,629.30

Sufficient funds are available in Construction Account 031-9345-462.61-01 from the following projects for the additional work.

- ☐ Well #52 (WB0115) $6,119.30
- ☐ Well #56 (WB0119) $1,000.00
- ☐ Well #57 (WB0120) $5,255.00
- ☐ Well #58 (WB0121) $1,000.00
- ☐ Well #60 (WB0115) $5,255.00

Total - $ 18,629.30

RECOMMENDATION NO. 1: Staff recommends the NUA authorize the Chairman to sign Change Order #1 to Contract K-0910-144 with Associated Environmental Industries, Inc.

RECOMMENDATION NO. 2: Staff recommends the NUA accept the Phase 2 Water Well Houses 51-61.

RECOMMENDATION NO. 3: Staff recommends authorization to make final payment in the amount of $39,769.27 to Associated Environmental Industries, Inc.

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE: August 1, 2010

FINAL CHANGE ORDER: 1

CONTRACT NO.: K-0910-144

PROJECT: Wellhouse & Waterline Project

CONTRACTOR: Associated Environmental Industries
P.O. Box 5300
Norman, OK 73070

	Contract Time	Contract Amount
ORIGINAL:	300 calendar days	$925,848.50
PREVIOUS CHANGE ORDERS:	0 calendar days	$0.00
THIS CHANGE ORDER:	0 calendar days	$18,629.30
REVISED AMOUNT:	300 calendar days	$944,477.80

ORIGINAL START DATE: August 1, 2010

ORIGINAL COMPLETION DATE: May 28, 2011

PREVIOUS COMPLETION DATE: May 28, 2011

NEW COMPLETION DATE: May 28, 2011

DESCRIPTION:	$ Increase	$ Decrease
Additional Scope of Work	30,630.80	
Change in Bid Quantities		-12,001.50

SUBMITTED BY CONTRACTOR: Associated Environmental Industries — Date: 21 July 2011

RECOMMENDED BY CONSULTING ENGINEER: Richard Grotte, P.E. , Poe & Associates — Date: 7/21/2011

ACCEPTED BY NORMAN UTILITIES AUTHORITY: City Attorney — Date: 8/1/11

ACCEPTED BY NORMAN UTILITIES AUTHORITY: Cindy Rosenthal, Norman Utilities Authority — Date: _____

Change Order No. 1
Contract # K-0910-144
Associated Environmental
P.O. Box 5300
Norman, OK 73070

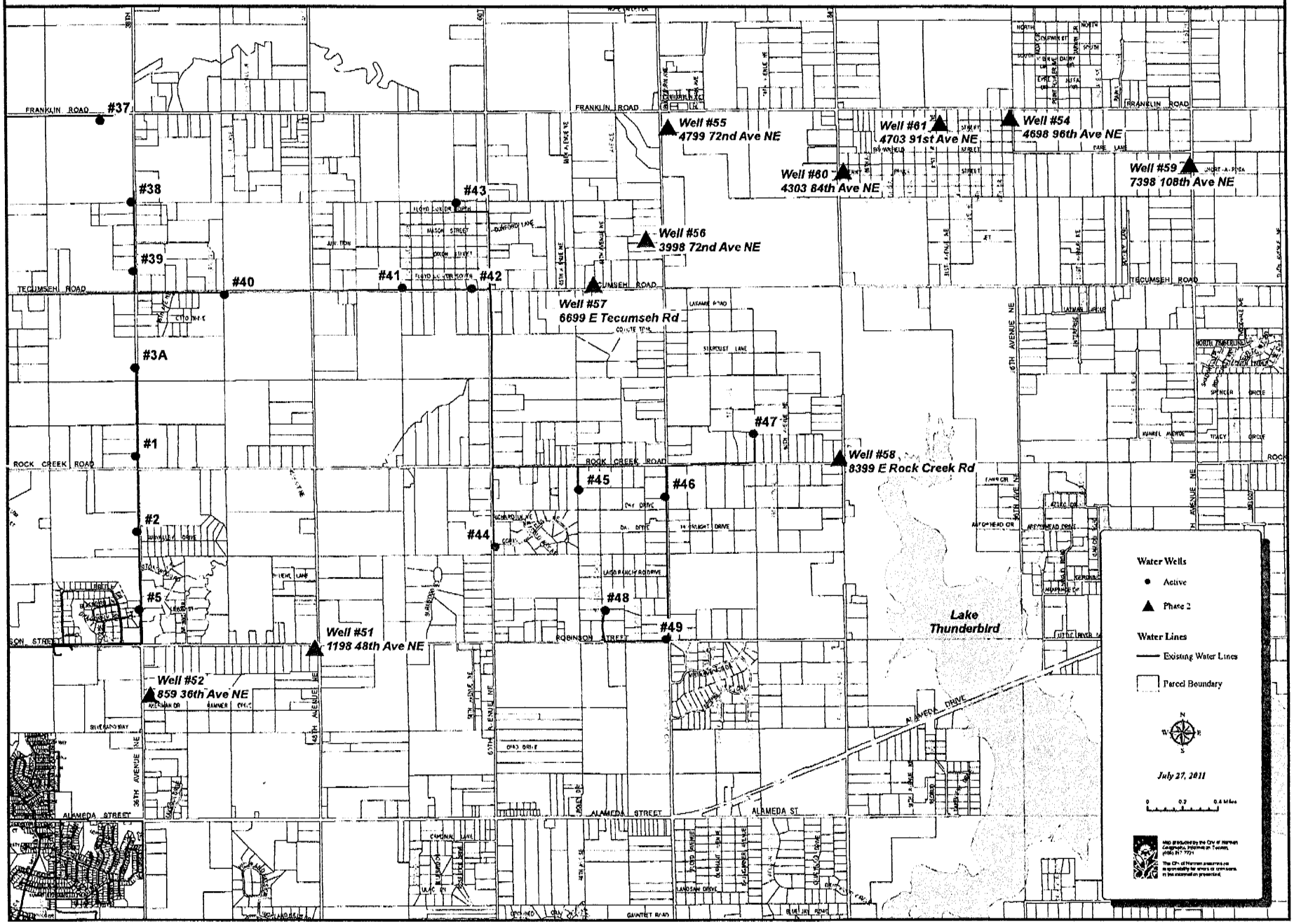
Item 1: Modify bid items with additional items incorporated into the scope of work.

Bid Item	Description	Unit	Quantity	Unit Price	Total Price
	Additions				
CO1-1	4 x 3 Reducer	EA	6	$201.00	$1,206.00
CO1-2	8" Flange	EA	10	$424.34	$4,243.40
CO1-3	Concrete Basins	EA	5	$600.00	$3,000.00
CO1-4	Hydroseed	SY	3,293	$1.80	$5,927.40
CO1-5	Privacy Fence	LF	370	$23.00	$8,510.00
CO1-6	Retaining Wall	SF	192	$25.75	$4,944.00
CO1-7	Slope Stabilization	LS	1	$2,000.00	$2,000.00
CO1-8	Fence Removal	LS	1.00	$800.00	$800.00
	Total Increase				**$30,630.80**

Item 2: Change in quantities due to the addition of ten more well houses.

Bid Item	Description	Unit	Quantity Change	Unit Price	Total Price
	Additions				
4	12" RCP Drain Pipe (Site Piping)	LF	103	$25.00	$2,575.00
5	4" Drain Pipe (Site Piping)	LF	770	$5.00	$3,850.00
6	6" Water Line W/Fittings (Site Piping)	LF	-72	$15.00	-$1,080.00
11	12" rip Rap	SY	20	$30.00	$600.00
13	6' Chain Link Fence	LF	-554	$18.00	-$9,972.00
14	Chain Link 16' Gates	EA	1	$1,350.00	$1,350.00
15	Integral Concrete Curb	LF	-81	$20.00	-$1,620.00
16	6" Thick Concrete Access Road	SY	-14	$52.00	-$728.00
17	4" Thick Gravel Access Road	SY	-600	$7.50	-$4,500.00
19	6" Thick Gravel Surface	SY	-23	$10.00	-$230.00
20	18" CGMP, Installed	LF	-53	$20.00	-$1,060.00
21	18" Prefab C.G.M.P. End Sections	EA	-3	$350.00	-$1,050.00
23	Solid Slab Sod Surface Restoration	SY	-39	$3.50	-$136.50
	Total Decrease				**-$12,001.50**
	Net Change to Contract Price for Change Order No. 1				**$18,629.30**

Phase 2 Water Well Location Map



City of Norman, OK

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

Master

File Number: K-1011-56 Amd 1

File ID:	K-1011-56 Amd 1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 14	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$5,000.00	**File Created:**	07/28/2011
File Name:	Amdmt 1 K-1011-56 SMC			**Final Action:**	

Title: AMENDMENT NO. ONE TO CONTRACT NO. K-1011-56: BY AND BETWEEN THE CITY OF NORMAN AND SMC CONSULTING ENGINEERS, P.C., INCREASING THE CONTRACT AMOUNT OF $5,000 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE INTERSTATE 35/ROBINSON STREET INTERCHANGE NORTHEAST RAMP PROJECT.

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-1011-56 with SMC Consulting Engineers, P.C., increasing the contract amount by $5,000 and authorize the execution thereof.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 14

Attachments: Amd 1 K-1011-56, Exhibit A, Project Map, Requisition

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1011-56 Amd 1

Body

BACKGROUND: The I-35/Robinson Street Interchange Northeast Quadrant Project involves reconfiguring the northbound on and off ramps, a new traffic signal, drainage improvements, and extending Interstate Drive from Robinson Street to Mount Williams Drive.

On August 22, 2006, City Council approved Contract No. K-0607-45 by and between the City of Norman and the University Town Center L.L.C., regarding Development Agreement No. 1 for the initial project activities associated with the traffic improvements needed to mitigate the additional traffic generated by the University North Park development. One of the projects listed in Exhibit "A" of the above-mentioned contract is the reconstruction of the I-35/Robinson Street Interchange NE Quadrant.

In 2006, the developer contracted with SMC Consulting Engineers to begin developing plans for the modification of this portion of the interchange. In April 2007, a plan review meeting was held to review the preliminary plans for this project. The project was put on hold in June 2007 awaiting the results of the frontage road study and the availability of funds through the tax increment financing district. On August 24, 2010, City Council approved Contract No. K-1011-56 with SMC Consulting Engineers, P.C. for the final design of the I-35/Robinson Street Interchange Northeast Quadrant Project. In addition, at the same meeting, Council approved Resolution No. R-1011-27 requesting Federal Surface Transportation Urbanized Area Funds (STP/UZA) for the Interstate Drive portion of this project. On May 24, 2011, City Council approved Contracts K-1011-171 and K-1011-172, Right-of-Way and Utility Relocation Agreements with the Oklahoma Department of Transportation (ODOT), making the City responsible for obtaining right-of-way and relocating utilities in conflict with this project. On June 14, 2011, Council approved utility relocation contracts with OG&E (K-1011-183) and ONG (K-1011-180).

DISCUSSION: When the design of this project started in 2007, I-35 had two northbound lanes and the design for the revised northbound off ramp had two lanes. When the City restarted the design process, ODOT had completed the "I-35 North" widening project, which widened I-35 to six lanes, added a barrier wall to the median area, and in certain areas, added a barrier wall outside of the outside lane. After the design consultant completed the survey of the project area and overlaid the proposed design onto the survey, it was determined that the two lane off ramp design would require removing and replacing the outside barrier wall along I-35 south of Robinson Street. A new retaining wall must also be constructed to replace the slope wall underneath the Robinson Street Bridge over I-35. Staff consulted with ODOT about revising the design from a two lane to a one lane off ramp in order to keep the project within budget and reduce the project's impact on I-35.

In order for ODOT to make a decision on the revised ramp layout, the following items were required:

- Comparative analysis between the one lane and two lane off ramps.
- Revised sign design showing the revised signs and layout.

The design consultant provided the information to ODOT. In turn, ODOT approved the one lane ramp layout. The one lane ramp layout required a design change to the traffic signal at

the intersection of the I-35 northbound exit ramp and the frontage road. Modifying the off ramp layout saved the project approximately $500,000. The cost of Amendment No. 1 is $5,000.

Funds for this work have been appropriated and are available in the University North Park TIF, Robinson Street/I-35 Interchange Northeast Quadrant Project, Design (Account No. 057-9541-431.62-01, Project No. UT0007).

The bid opening for this project is currently scheduled for January 2012 with construction to begin early next spring.

RECOMMENDATION: Staff recommends approval of Amendment No. 1 to Contract No. K-1011-56 with SMC Consulting Engineers, for additional design work of Robinson Street/I-35 Interchange Northeast Quadrant. Funds are available in the University North Park TIF, Robinson Street/I-35 Interchange Northeast Quadrant Project, Design (Account No. 057-9541-431.62-01, Project No. UT0007).

AMENDMENT NO. 1 TO THE CONTRACT NO. K-1011-56 BETWEEN CITY OF NORMAN AND SMC Consulting Engineers, P.C. FOR PROFESSIONAL SERVICES

ROBINSON ST./I-35 INTERCHANGE NE QUADRANT DESIGN

This is an agreement made as of the 24th day of August, 2010 between the City of Norman (OWNER) and SMC Consulting Engineers, P.C. (ENGINEER) amending the Original Contract No. K-1011-56. dated August 24, 2010 between the said parties. OWNER intends to expand the design work beyond the scope of work included in the above said Original Contract. The following shall be considered as the additional work beyond the original scope.

- **Comparative analyses between a single lane and dual lane I-35 NB Exit Ramp at Robinson**
- **Several meetings with ODOT and city personnel**
- **Sign design on I-35 for above ramp including sign legend, size and location**
- **Prepare design plans for modification to the traffic signal plans for the intersection of the I-35 NB Exit Ramp with the Frontage Road.**

OWNER and ENGINEER in consideration of the mutual covenants herein agree to the following in respect to the performance of Professional Engineering Services and the payment for those services by OWNER as set forth below for the above described additional scope of work.

1. **ENGINEER shall perform professional services as stated in Attachment A of the Original Contract including the additional scope of work described above.**
2. **For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ENGINEER additional lump sum fee of $5,000.00 to complete the work and as specified on the attached fee schedule (Attachment A). The Original Contract fee of $97,200.00 plus the Amendment 1 Contract fee of $5,000.00 increases the new upper limit of compensation to a lump sum amount of $102,200.00. Engineer may alter the compensation distribution between individual tasks including subconsultant expense tasks to be consistent with the services actually rendered, within the total contract maximum amount.**
3. **ENGINEER shall exercise its reasonable efforts to perform the services associated with the Original Contract and the services described in Attachment A according to the Schedule set forth in Attachment B.**
4. **All other requirements of the ENGINEER included in the Original Contract shall remain in effect for the purposes of this agreement.**

This Amendment No. 1 is subject to all terms, covenants, and conditions not inconsistent herewith contained in the Original Contract No. K-1011-56 dated August 24, 2010 which terms, covenants, and conditions are hereby reaffirmed and ratified.

IN WITNESS WHEREOF. Owner and Engineer have executed this Agreement.

DATED this _____ day of _____, 2011.

The City of Norman
(Owner)

Signature: _____

Name: Cindy Rosenthal

Title: Mayor

Date: _____

SMC Consulting Engineers, P.C.
(Engineer)

Signature: _____

Name: Tom L. McCaleb, P.E.

Title: President

Date: June 30, 2011

ATTEST:

_____
City Clerk

ATTEST:

_____
Project Engineer

APPROVED as to form and legality this 29th day of July, 2011.

_____
City Attorney

ATTACHMENT A

Scope of Work	Fee
Comparative analyses between a single lane and dual lane I-35 NB Exit Ramp at Robinson	
Attend several meetings with ODOT and city personnel	
Sign design on I-35 for above ramp including sign legend, size and location	**$3,952**
Prepare design plans for modification to the traffic signal plans for the intersection of the I-35 NB Exit Ramp with the Frontage Road	**$1,048**
TOTAL	**$5,000**

ATTACHMENT B

1 ANTICIPATED SCHEDULE

Based upon the project scope (as described in Attachment "A"), the anticipated schedule for the project will be as follows:

Project Submittals	Estimated Time to Complete
Notice to Proceed	August 2010
Preliminary Plans to City	October 2010
City Review, Preliminary Plans to ODOT	November 2010
Preliminary Field Review Meeting	December 2010
Final Review Plans to City	July 2011
Final Review Plans to ODOT	August 2011
Final PS&E	October 2011
ODOT Letting	January 2012

EXHIBIT A

Preliminary Budget for Traffic and Roadway Improvements

The Parties understand and agree that the preliminary budget set forth below is subject to change based on final design approvals, including requisite governmental approvals, and is further subject to the limitations for total Traffic and Roadway Improvements Project Costs as set forth in Section 3.1(b) herein. Individual line items and location subtotals may be reallocated to other line items or location subtotals to the extent actual costs are higher or lower than the estimated budget amounts. Contingency amounts are available for cost overruns and to fund Traffic and Roadway Improvement Project Costs related to specific locations but not reflected in individual line items, including but not limited to street lighting and signage.

TRAFFIC IMPROVEMENTS COST ESTIMATES

LOCATION	DESCRIPTION	BUDGET AMOUNT
24th Avenue N.W. @ Robinson		
	Widen East Approach 2 Lanes	175,000
	Widen North Approach 2 Left Turn Lanes	115,000
	Widen North Approach 1 Right Turn Lane	90,000
	Widen West Approach 2 Lanes	250,000
	New Traffic Signal/Striping	110,000
	SUB-TOTAL	**$740,000**
Robinson @ East I-35 Drive		
	Widen South Approach	100,000
	Traffic Signal	110,000
	Northbound Reconstruction and I-35 Ramps	1,370,000
	Drainage, Sidewalks & Utilities	120,000
	SUB-TOTAL	**$1,700,000**
Robinson @ West I-35 Drive/Crossroads Blvd.		
	Widen Northside of Interstate Drive	26,001
	Widen North Approach & Add Freeflow WB Lane	86,752
	Construct SB Service Road Under Bridge	627,225
	Widen Robinson	230,605
	New Traffic Signal @ Crossroads Bvd.	140,000
	SUB-TOTAL	**$1,110,583**
Tecumseh Road @ Flood/24th Avenue N.W.		
	Widen for EB Lane & E-W Left Turn @ 24th	292,237
	Widen South Approach for NB Right Turn Lane @ 24th	53,582
	Traffic Signal @ 24th N.W.	110,000
	Add 2 SB Lanes @ Flood & 1 Lane on Flood	319,814
	Traffic Signal @ Flood	140,000
	SUB-TOTAL	**$915,633**

Tecumseh Road @ East I-35 Drive		
	Widen North Approach	105,726
	Widen East Approach	90,997
	Traffic Signal	140,000
	Add Approach South and Add NB Ramp	750,000
	SUB-TOTAL	**$1,086,723**
Tecumseh @ West I-35 Drive		
	Widen North Approach	304,941
	Widen South Approach	219,098
	Widen West Approach	266,874
	Widen East Approach	181,113
	Traffic Signal and Striping	140,000
	SUB-TOTAL	**$1,112,026**
I-35 Frontage Road - Robinson to Tecumseh		
	1.7 Miles of 36 Foot Wide Road	2,400,000
	SUB-TOTAL	**$2,400,000**
24th Avenue Intersection Improvements		
	5 Median Openings, Left Turn Bays, Signals	1,000,000
	SUB-TOTAL	**$1,000,000**
Rights Of Way		
	Rights-of-Way (Miscellaneous)	400,000
	SUB-TOTAL	**$400,000**
Contingency		
	Contingency	1,085,035
	SUB-TOTAL	**$1,085,035**
GRAND TOTAL		**$11,550,000**

PLAN LAYOUT
SHEET
WEST ROBINSON STREET

PURCHASE REQUISITION NBR: 0000189408

REQUISITION BY: JCLINK

STATUS: DIVISION APPROVAL
REASON: CONTRACT AMENDMENT NO. 1

DATE: 7/20/11

SHIP TO LOCATION: PUB WKS- ENGINEERING

SUGGESTED VENDOR: 4191 SMC CONSULTING ENGINEERS PC

DELIVER BY DATE: 8/09/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONTRACT AMENDMENT NO. 1 COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING CONSULTING	5000.00	EA	1.0000	5000.00	

REQUISITION TOTAL: 5000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05795414316201	Capital Projects Design	UT0007 Robinson/I35 NE Ramp Proj	100.00	5000.00
					5000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

REQUISITION REQUIRES A LINE ITEM TRANSFER FROM UTI
LITY (057-9541-431.67-01, UT0007) TO DESIGN (057 9
541 431 62-01, UT0007)
CONTINGENT ON COUNCIL APPROVAL ON 8-9-11

City of Norman, OK

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

Master

File Number: K-1011-131 CO #1

File ID:	K-1011-131 CO #1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 15	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**	$16,153.00	**File Created:**	08/02/2011
File Name:	Change Order to Contract No. K-1011-131			**Final Action:**	

Title: CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-131: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STANDARD ROOFING COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY $16,153 ADDING THE IRRIGATION PUMP BUILDING ROOF AT WESTWOOD GOLF COURSE AND GUTTERING AT THE SENIOR CENTER TO THE ROOFING PROJECTS.

ACTION NEEDED: Motion to approve or reject Change Order No. One to Contract No. K-1011-131 with Standard Roofing Company, Inc., increasing the contract amount by $16,153; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Meeting

Agenda Date: 08/09/2011

Agenda Number: 15

Attachments: Change 1 K-1011-131

Project Manager: Matthew Smith, Facilitiy 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 K-1011-131 CO #1

Body

BACKGROUND: City Council, in its meeting of March 8, 2011, approved Contract No. K-1011-131 with Standard Roofing Company, Inc., in the amount of $380,694 for replacement of roofs at the Senior Center located at 329 South Peters; Fire Station No. Four located at 4145 East Robinson; the North And South Digester Control Building roofs at the

Wastewater Treatment Plant; and the Westwood Maintenance and Pool facilities.

DISCUSSION:

Westwood - During the replacement of the roofs at Westwood Maintenance and Pool Buildings, it was determined the Irrigation Pump Building roof was is severe disrepair. The Irrigation Pump Building is a small block building just south of the pool complex which houses a 40 horse power pump, motor, associated electrical equipment, valves and pipe work for the golf course. Apparently, the roof suffered storm damage at some point and parts of the roof are rotted with missing segments leaving the roof in an overall failed condition. Replacement of the roof while the contractor was on site and mobilized was far more cost effective. The estimate provided by Standard Roofing Company, Inc., in the amount of $4,253 included removal and disposal of the existing roof, installation of the new roof, and a new prefinished metal edge at the perimeter of the building.

Senior Center - The original bid included an alternate in the amount of $11,900 to replace the existing guttering and downspouts at the shingled and standing seam roofing sections in the event the current guttering was inadequate to provide the best result. Due to favorable bids, the project budget has adequate funds to include the replacement of the guttering and downspouts at this time and would avoid any possible damage to the new roof if the guttering is replaced at a later date.

The contract is currently progressing ahead of schedule with the original completion date of September 2011, and the addition of the above-mentioned items is not anticipated to extend the completion date. The change order amount is a 5% increase over the original contract amount of $380,694. The Capital Budget contains $99,861 unencumbered funds remaining in the FYE 2011 Budget, Project No. EF1002, Building Roofs, Construction (050-9540-419.61-01) which will cover the cost of the change order.

STAFF RECOMMENDATION: Staff recommends Change Order No. One to Contract No. K-1011-131 with Standard Roofing Company, Inc., increasing the contract amount of $16,153 be approved.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. ONE DATE: August 1, 2011

CONTRACT NO.: K-1011-131 SUBMITTED BY: Matthew Smith

PROJECT: Senior Citizen Center, Fire Station No. 4, North & South Digester Control Buildings at WWTP, and Westwood Maintenance and Pool Buildings Roof Replacement Projects

CONTRACTOR: Standard Roofing Company, Inc.
19 N.W. 16th
Oklahoma City, Oklahoma 73103

Original Completion Date September 2011 (120 days)

Previous Completion Date _____ ORIGINAL CONTRACT AMOUNT $380,694

(Increase) this change order 0 Calendar days

New Completion Date _____ PRESENT CONTRACT AMOUNT $380,694

DESCRIPTION	DECREASE	INCREASE
Replace roof on Irrigation Pump Building at Westwood Golf Course.		$ 4,253
Guttering at Senior Center		$11,900

NET CHANGE $ 16,153
REVISED CONTRACT AMOUNT $ 396,847

CONTRACTOR: _____ DATE: 8-2-11

PROJECT MANAGER: _____ DATE: 8/2/11

CITY ATTORNEY: _____ DATE: 8/2/11

ACCEPTED BY: _____ DATE: _____
(Mayor)

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

Project Name: Senior Citizen Center, Fire Station No. 4, North & South Digester Control Buildings at WWTP, and Westwood Maintenance and Pool Buildings Roof Replacement Projects

Design Engineer: N/A

Address/Phone:

Project Account Number 050-9540-419.61-01
Project Number EF1002
Contract No. K-1011-131

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.

D.

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.

E. 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.

F. 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. ONE (Continued)

PROJECT NAME: Senior Citizen Center, Fire Station No. 4, North & South Digester Control Buildings at WWTP, and Westwood Maintenance and Pool Buildings Roof Replacement Projects

Item	Description	Decrease	Increase
	Irrigation Pump Building - Westwood		
1.	Remove existing roof and dispose of debris		
2.	Install new 2X6 wood at perimeter of roof		
3.	Install tapered roof insulation with screws and plates		
4.	Install 1/4" Densdeck adhered with Fas-N-Free		
5/	Install two (2) plies of Composite Ply HT adhered with cold adhesive		
6.	Install HEFR SBS Cap sheet adhered with cold adhesive		
7.	Install new prefinished metal edge at perimeter		
	SUBTOTAL		$4,253.00
	Senior Center		
8.	Replace existing guttering & downspouts at the shingled and standing seam roofing sections		$11,900
	TOTAL		**$16,153**

City of Norman, OK

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

Master

File Number: K-1112-13

File ID:	K-1112-13	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 16	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	07/27/2011
File Name:	K-1112-13 Safe Routes Kennedy			**Final Action:**	

Title: CONTRACT NO. K-1112-13: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. SRS-114D(294)ST, AND SRS-114D(295), STATE JOB NO. 28470(13) FOR THE SAFE ROUTES TO SCHOOL AGREEMENT FOR KENNEDY ELEMENTARY SCHOOL LOCATED AT 621 SUNRISE DRIVE, ADOPTION OF RESOLUTION NO. R-1112-12 AND BUDGET TRANSER.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-13 with the Oklahoma Department of Transportation; and, if approved, adopt Resolution No. R-1112-12; authorize the execution of the contract and resolution, and transfer $4,900 from the Special Revenue Fund Balance (022-0000-253.20-00) to Project No. TR0081, Safe Routes School Kennedy, designating $2,450 to Other Supplies, Materials (022-5023-429.31-99) and $2,450 into Miscellaneous Services/Other (022-5023-429.47-99 (TR-0081).

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 16

Attachments: Attachment A -Table of Accounts, K-1112-13 & R-1112-12

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-1112-13

Body

BACKGROUND: In an effort to combat child obesity, reduce congestion around schools, and improve the safety and walkability to elementary and middle schools, the U.S. Department of Transportation is overseeing a nationwide, multi-year Safe Routes to School Program that distributes grants, up to $200,000 per project, to upgrade infrastructure and to institute walking/biking programs at selected schools. Each state has an appropriated amount of funds to distribute. This 100% refundable program requires that schools be sponsored by a government entity in making application for funds. For each infrastructure project (with a maximum $200,000 request), there must be an accompanying non-infrastructure component (up to $5,000 request).

This is the 2nd Cycle of the Safe Routes to School Program in Oklahoma. In the 1st Cycle of the program (for the combined years 2006-2009), the City of Norman sponsored project for the Jefferson/Longfellow Schools were chosen to receive funding. That project is now under construction.

In this 2nd Cycle of the program (for the combined years 2009-2011), the City of Norman again sought interest in the program from the Norman Public Schools and formed a steering committee composed of various City personnel and representatives from the Norman Public Schools and the Norman Regional Health Center. Those committee members were:

- Dr. Roger Brown, Norman Public Schools
- Amber Browning, Norman Regional Health Center
- Jennifer Newell, Norman Police Department
- Angelo Lombardo, Public Works Department
- Mike Rayburn, Public Works Department
- Jack Burdett, Public Works Department
- Susan Atkinson, Planning Department

That committee decided to make application for the Kennedy Elementary School. The project was chosen, in the selection process administered by the Oklahoma Department of Transportation (ODOT), as one of the recipients of the 2nd Cycle funding grants.

The funds granted for the Kennedy project includes $190,000 for infrastructure and $4,900 for non-infrastructure activities. In addition, the Norman Police Department (NPD) has committed $100 for safety training, with the NPD and Norman Regional Health Center committing another $600 for incentives. These local fund commitments were important factors in getting the project selected. As soon as the Notice to Proceed is received from ODOT, there will be a two-year time limit for preparing plans and constructing the infrastructure improvements, and a one-year time limit to do the proposed non-infrastructure activities.

DISCUSSION: The scope of the Kennedy project was developed in the Travel Plan phase of the application process. The infrastructure elements include (1) sidewalk and ramp improvements around the school, (2) safety guardrails for the sidewalks connecting to the reinforced concrete box (RCB) structure on Beaumont Drive just east of the school, and (3) installation of two traffic calming speed tables on Beaumont Drive west of the school. The speed tables are contingent on 60% neighborhood petition support; otherwise, non-physical traffic calming will be considered. The non-infrastructure component of the project includes Safety Town field trips, bike rodeos, participation in walk-to-school days and walking school buses.

Since this is a 100% refundable program, it was necessary to set up Special Revenue Fund Account No. 022-9082-431.61-01 (TR-0081) to track the payment of invoices and receipt of expense refunds for the infrastructure portion of the project. These funds up-front the money to implement the project. Similarly, funds will be needed to up-front the non-infrastructure component of the project. To do this, it is necessary to transfer funds from Special Revenue Fund Balance 022-0000-253.20-00 to Special Revenue Account 022-5023-429.31-99 and Special Revenue Account 022-5023-429.47-99.

RECOMMENDATION NO. 1: Staff recommends approval of Contract No. K-1112-13, the Safe Routes to School Project Agreement Number 1028 for Federal-aid Project Number SRS-114D(294)ST and SRS-114D(295)ST, State Job 28470(13)ST and 28470(24)ST.

RECOMMENDATION NO. 2: Staff recommends approval of Resolution No. R-1112-12 authorizing and directing the Mayor of the City of Norman to execute Safe Routes to School Project Agreement Number 1028 for Federal-aid Project Number SRS-114D(294)ST and SRS-114D(295)ST, State Job28470(13)ST and 28470(24)ST, between the City of Norman and the Oklahoma Department of Transportation.

RECOMMENDATION NO. 3: Staff recommends transfer of $4,900 from the Special Revenue Fund Balance 022-0000-253.20-00, putting $2,450 into Special Revenue Account 022-5023-429.31-99 (TR-0081) for Supplies and $2,450 into Special Revenue Account 022-5023-429.47-99 (TR-0081) for Services, to up-front funds for the non-infrastructure component of the Safe Routes grant.

These funds are 100% reimbursable.
(Please refer to Attachment A-Table of Accounts)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
FEDERAL-AID PROJECT NO. SRS-114D(294)ST AND SRS-114D(295)ST
JOB PIECE NO. 28470(13) AND 28470(24)
CLEVELAND COUNTY
SAFE ROUTES TO SCHOOL AGREEMENT NO. 1028
INFRASTRUCTURE AND NON- INFRASTRUCTURE PROJECTS

This Agreement is entered into between the Department of Transportation, hereinafter called the DEPARTMENT, acting for and on behalf of the State of Oklahoma, under the authority vested in the Transportation Commission by the provisions of 69 O.S., Section 304 and by and between the **City of Norman**, hereinafter referred to as the SPONSOR, for the purpose of the SPONSOR assuming responsibility for the implementation of a Safe Routes to School Program for the following intents and purposes and subject to the following terms and conditions, to-wit:

WITNESSETH

WHEREAS, under the provisions of the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users (SAFETEA-LU) public law 109-59 (119 stat,1144) sections 1101(a)(17) and 1404 a Safe Routes to School Program is developed and funded for the implementation of engineering projects, and educational programs and activities which will enable and encourage children in kindergarten thru the eighth grade to walk and bike to school safely.

WHEREAS, the SPONSOR desires to provide for the implementation of a Transportation Commission approved Safe Routes to School Project located in the City of Norman, Cleveland County, Oklahoma in an effort to provide active transportation alternatives, and programs and activities for primary and middle schools within the community, and,

WHEREAS, the SPONSOR successfully completed the competitive SRTS application process, and was awarded funds for the implementation of their proposed project. The DEPARTMENT will provide federal aid funding under the Safe Routes to School Program not to exceed the amount of ONE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED DOLLARS ($194,900.00) for this project. The SPONSOR, as part of their application proposal, committed to provide SEVEN HUNDRED DOLLARS ($ 700.00) of their own resource toward the completion on this project, in an effort to leverage available SRTS funds. The SPONSOR shall provide receipts and all supporting documentation totaling this amount to the DEPARTMENT by project closeout, or reimburse the DEPARTMENT for that amount; and,

WHEREAS, the proposal made by the SPONSOR has been approved for Federal-Aid project funding in accordance with the rules and regulations of the Safe Routes to School program; and

WHEREAS, under the provisions of the program, Safe Routes to School funding is only available to recognized schools, school districts, private schools, state and local governments, tribal and regional agencies, and non-profit organizations in partnership with a DEPARTMENT approved sponsor. The sponsor agrees that by executing this agreement, the SPONSOR will be the contracting authority, and it is expressly understood and agreed by the DEPARTMENT and the SPONSOR that the SPONSOR shall henceforth be identified as the federal funding

sub-recipient for the purposes of this agreement and shall bear the sole responsibility for the expenditure of said funding, and the implementation of the proposed project in accordance with state and federal law; and,

WHEREAS: It is expressly understood and agreed by and between the DEPARTMENT and the SPONSOR that any part of the proposed project deemed, at the discretion of the DEPARTMENT, to be ineligible to receive Federal-Aid funds, will be excluded from the activities outlined in this agreement; and,

WHEREAS, it is expressly understood and agreed by and between the DEPARTMENT and the SPONSOR that the SPONSOR, and, if applicable, any respective Consulting Engineer, Consultant, Architect or any other professional services provider, are solely responsible for the accuracy of all detailed plans, educational programs, specifications and estimates prepared for the project and for the performance of any and all subsequent construction management, construction inspections and materials certifications, in compliance with the terms and conditions set forth in Title 23, U.S. Code Highways, the regulations issued pursuant thereto, applicable Office of Management and Budget (OMB) Circulars, and the policies and procedures promulgated by the DEPARTMENT, relative to this project;

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

SECTION 1: PURPOSE OF THE AGREEMENT

1.1 The DEPARTMENT does hereby enter into this Agreement with the SPONSOR as the recognized contracting agent for the entity/organization successfully applying for and receiving Safe Routes to School funding for the purpose of implementing an Infrastructure and/or Non-Infrastructure projects for designated schools and communities throughout the state. The purpose of this Agreement is to establish the terms and conditions required for the implementation of a Safe Routes to School projects and the guidelines associated with subsequent funds.

1.2 The SPONSOR will make or cause to make all necessary investigations and prepare final design plans, educational programs and activities consistent with Safe Routes to School goals and initiatives. All design, plans, educational programs and activities shall conform to current SRTS National Center requirements, AASHTO policies and standards, as modified by the DEPARTMENT, including but not limited to:

1.2.1 AASHTO Policy for Geometric Design of Highways and Streets (latest revision)
1.2.2 AASHTO & FHWA Guidelines for the Development of Bicycle and Pedestrian Facilities (latest revision)
1.2.3 Americans with Disabilities Act (ADA) (latest revision)
1.2.4 AASHTO Guidelines for Highway Landscaping & Environmental Design (latest revision)
1.2.5 AASHTO Roadside Design Guide
1.2.6 Manual on Uniform Traffic Control Devices (MUTCD)
1.2.7 Oklahoma Department of Transportation Design Manual and Standards
1.2.8 Local Regulations, where applicable

1.2.9 Environmental Scope of Services, ODOT 2000 (latest revision)

1.2 All work and services authorized by this agreement, or modifications to this agreement and as further specifically defined by the Project Scope of Work is agreed to by the DEPARTMENT and SPONSOR and is further described in Exhibit "A", Attachment A – Project Scope of work.

SECTION 2: GENERAL PROJECT REQUIREMENTS

2.1 The SPONSOR agrees to the following as appropriate and when applicable to the Scope of the project in this agreement:

2.1.1 To compute and place upon design plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations. This requirement shall apply whether the right-of-way plans are a part of this contract or prepared by the DEPARTMENT.

2.1.2 To prepare and furnish complete detailed final construction plans and a Safe Routes to School education component as called for in the project scope. The plans shall be prepared in accordance with the DEPARTMENT'S, State and Federal requirements for detailed construction Plans and incidentals and pertinent special provisions and specifications included as part of Exhibit "A".

2.1.3 The SPONSOR shall ensure that computations are independently checked in detail by competent personnel and shall provide a written statement to that effect when the plans are submitted.

2.1.4 All computations shall be neat, legible, identified, indexed and bound in a manner that is easy to follow by someone unfamiliar with the project. They shall be considered a part of the work done under this agreement and shall become the sole property of the DEPARTMENT.

2.1.5 To furnish any additional plan sheets as required by the DEPARTMENT.

2.1.6 All electronic documents shall be in a deliverable electronic format which meets the guidelines of the Oklahoma HB2197 (O.S. 62 § 41.5e) to ensure compliance with the Americans with Disability Act (ADA)

2.1.7 That all preliminary designs, final plans and reports submitted for review by the DEPARTMENT shall be accompanied by a written statement signed and sealed by a professional engineer attesting that a prior detailed check has been made of the plans and reports.

2.1.8 To develop and submit required environmental document in accordance with the National Environmental Policy Act (NEPA). No final design activities will begin until such time that the environmental process is completed and approved by the Federal Highway Administration and that a specific notice to proceed with final design activities is received from the DEPARTMENT. If the proposed project scope is substantially altered based on the outcome of NEPA, any associated modifications will be reduced to writing and agreed to by the SPONSOR and the DEPARTMENT. In the event that such modifications are determined to warrant a

written amendment to this agreement, the modifications will be addressed in accordance with the modification provisions of this agreement.

2.1.9 To send a representative to attend a required Safe Routes to School certified National workshop to be held at a location and on a date established by the DEPARTMENT.

2.1.10 To develop a comprehensive and sustainable SRTS educational program uniquely suited for the needs of the targeted school(s) and communities.

2.1.11 To procure all services and goods in accordance to local, state, and federal procurement requirements.

2.1.12 To prepare a complete detailed environmental clearance document as called for in the project description. This document shall be prepared in accordance with the DEPARTMENT'S current design policies and pertinent special provisions.

2.1.13 To be available for such conferences and meetings as the DEPARTMENT may deem necessary in connection with the work.

2.1.14 To coordinate its engineering work with the local municipality, School, School District(s), other SPONSOR's on adjoining projects, if any, and to furnish and share survey and plan data in such a manner as to facilitate and expedite the completion of contracts for adjacent engineering work.

2.1.15 The SPONSOR will conduct public meetings and/or hearings in impacted areas to maximize public involvement and awareness of the project and to determine the opposition/support of the concepts introduced. Notification of public hearings will be through press releases to local newspapers and in full conformance with all applicable state and federal requirements

2.1.16 To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the DEPARTMENT. The SPONSOR shall furnish drainage maps and design data with computations for any storm sewer systems and other drainage involved in this agreement.

2.1.17 To provide a detailed baseline project schedule indicating the preconstruction and/or educational program or activity to be monitored and the anticipated completion dates for the projected project milestones. All preconstruction and/or educational program activities must be addressed each month even if there is no change in status. Following the Notice to Proceed, this report will be considered due to the DEPARTMENT on or before the 5th day of each month. The monthly reports showing the process of work shall be prepared in accordance to DEPARTMENT's requirements.

2.1.18 In the event of any delay in performing the work and/or increase in anticipated construction/program costs of the resulting project provided for in this agreement, the SPONSOR shall immediately notify the DEPARTMENT and shall provide a written explanation of the nature, time, and reason for the delay.

SECTION 3: TIME FOR PERFORMANCE

3.1 Time is considered of the essence in the performance and completion of the services required by this agreement and defined in the scope of work.

The SPONSOR will be prepared to commence work upon receiving a Notice to Proceed from the DEPARTMENT and shall complete all aspects of an Infrastructure project within two (2) years from the Notice to Proceed date, and within one (1) year of the Notice to Proceed date for all Non-Infrastructure projects.

SECTION 4: COMPENSATION

4.1 The DEPARTMENT has received approval from the Oklahoma Transportation Commission to fund the SPONSOR's project, with Safe Routes to school funds. Available funds will be used for the design and implementation of engineering projects and educational programs and activities necessary to fulfill the requirements of the SPONSOR's approved application document. The SPONSOR agrees that funding for this project shall be provided in the following manner:

4.1.1 The DEPARTMENT agrees to provide Safe Routes to School funding toward the implementation of projects described in Exhibit "A" Project Scope of Work. Funds shall be reimbursed at one hundred percent (100%) for eligible expenses only.

4.1.2 Compensation for eligible expenses and services under this agreement will be a maximum not to exceed amount of ONE HUNDRED NINETY THOUSAND DOLLARS ($190,000.00) for engineering (Infrastructure) related services, and a maximum not to exceed amount of FOUR THOUSAND NINE HUNDRED DOLLARS ($4,900.00) for educational programs and activities (Non-Infrastructure).

4.1.3 The SPONSOR agrees to submit to the DEPARTMENT, SEVEN HUNDRED DOLLARS ($ 700.00) in receipts and all supporting documents in support of the sponsor's committed funds for educational programs and activities (Non-Infrastructure. The receipts shall be related to the implementation and the provisions of this Safe Routes to School project, and as further described in Attachment A - Project Scope of Work. The receipts shall be provided in full by project closeout, or the SPONSOR agrees to reimburse the DEPARTMENT for the deficient amount by project closeout.

4.1.4 The SPONSOR agrees to pay for eligible labor, materials, and all associated expenses before turning in a monthly claim to the DEPARTMENT for reimbursement.

4.1.5 The SPONSOR will be responsible for all project cost overruns over and above the SRTS funds provided by the DEPARTMENT, and will obligate additional funds as necessary to complete the project as planned.

SECTION 5: COST REIMBURSEMENT

5.1 Federal funding in support of this project shall be in accordance with the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users, as amended, and applicable Office of Management and Budget circulars. The SPONSOR shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Costs incurred prior to a Notice to Proceed from the DEPARTMENT are not reimbursable.

5.1.1 The SPONSOR agrees to pay for SPONSOR incurred costs. Following such payments, the SPONSOR shall submit an invoice with and supporting documentation in the format prescribed by the DEPARTMENT, not more than once per month. The DEPARTMENT will reimburse the SPONSOR up to the amount shown in this Agreement for those costs eligible for federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the SPONSOR for the establishment, maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation. The DEPARTMENT shall reimburse the SPONSOR for the federal share of eligible project costs up to the amount shown in this Agreement.

5.1.2 The Safe Routes to School program is a reimbursement program. Therefore, no advance payments will be made to the SPONSOR.

5.1.3 No payments will be made for unapproved purchases.

5.2 Project SPONSORs will provide supporting information and an ODOT invoice for approved purchase to be compensated. Supporting documentation includes, but is not limited to cancelled checks, vendor invoices and ODOT purchase approval documents.

5.3 Invoices will be prepared utilizing the forms and/or in the format required by the DEPARTMENT. Incomplete or inaccurate invoices will delay the payment of claims; therefore, the SPONSOR will check and review invoices carefully to assure each is complete and accurate prior to submittal to the DEPARTMENT.

5.4 In no case will the SPONSOR invoice the DEPARTMENT any amount which exceeds the approved compensation limits of the partial claim.

5.5 The DEPARTMENT under this contract shall make payment to the SPONSOR after the DEPARTMENT has approved a properly prepared invoice and/or claim.

5.5.1 The final request for reimbursement must be received by the DEPARTMENT no later than sixty (60) days after the project closeout date.

5.5.2 At the conclusion of the project the SPONSOR must provide the DEPARTMENT with a copy of an audit report which has been prepared in accordance with applicable Office of Management and Budget circulars which has been attested by Certified Public Accounting firm to report audited final costs and payments made on this project.

5.5.3 If it is determined by the DEPARTMENT, based upon an audit performed in accordance with appropriate Federal regulations, that the terms and conditions of

this agreement were not followed, or in the event costs claimed are disallowed following the audit, the SPONSOR shall reimburse the DEPARTMENT the full amount of the disallowed costs.

5.1 Final Invoices submitted to the DEPARTMENT for payment shall contain the following certification.

CERTIFICATION:

I certify that all services documented by this invoice and for which payment is claimed were billed to the DEPARTMENT for services and or purchases expended by SPONSOR's consultants and service provider at the contractually specified rates for such staff members. I further certify that overhead rate as charged to this Contract has been audited by a certified public accounting firm, accepted by the DEPARTMENT, and have been properly applied to services provided under this Contract. I further certify that all sub-consultant's, sub-contractors and others who provided labor, equipment or supplies have been fully paid.

I understand that if the project which is subject of this Contract is financed in whole or in part by federally furnished funds, that if I, the company that I represent, or any employee or agent thereof, knowingly make any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality of work performed or to be performed, or make any false statement or representation as a material fact in any statement, certificate, or report, I and the company that I represent may be subject to prosecution under the provisions of 18 U.S.C. Section 1001 and 1020.

_____ _____
Signature Printed Name

_____ _____
Position Firm Name

Signed before me the undersigned notary this _____ day of _____,2011.

(SEAL)

_____
Notary Public

My Commission Expires: _____ My Commission Number: _____

SECTION 6: CHANGES AND MODIFICATIONS

6.1 The terms of this Agreement may be modified by written amendment if the DEPARTMENT determines that by no fault of the SPONSOR, there is a need to make significant change in 1) the scope, complexity, or character of work related to this agreement, or 2) the schedule for performing the work.

6.2 In the event the DEPARTMENT requests, in writing, revisions in the character or scope of the work or modifications to work completed under this agreement, an amendment to this agreement shall be negotiated and approved in writing prior to the SPONSOR performing the changed work.

6.3 Charges for extra work performed or materials furnished will not be invoiced or included in a claim by the sponsor until execution and approval of the amended Agreement.

6.4 Changes or modifications will not be binding unless and until approved and executed in writing by the SPONSOR and DEPARTMENT in accordance with this Section.

SECTION 7: MUTUAL AGREEMENTS

7.1 The project SPONSOR will be required to submit construction plans for review at three milestones; preliminary field review, final review, and final plan submission. The DEPARTMENT will provide a cursory review of the plans at its discretion however, responsibility for proper design of the project and accuracy of plan sets and bidding documents remain the responsibility of SPONSOR.

7.2 Preliminary Field Review - The preliminary field review establishes the scope of the project and identifies potential right-of-way or utility issues. The SPONSOR shall provide five (5) sets of 11" x 17" preliminary plans to the DEPARTMENT. At a minimum, the preliminary plan set shall contain:

7.2.1 Title sheet (less sheet index and standard drawings list)
7.2.2 Preliminary plan sheets with the following;
7.2.2.1 Existing topography and related notes
7.2.2.2 Existing right-of-way limits
7.2.2.3 Existing utilities with ownership
7.2.2.4 Preliminary top of cut and toe of slopes
7.2.2.5 Existing drainage structures
7.2.2.6 Preliminary pay item list with itemized cost estimate

7.3 Plans submitted for the Preliminary Field Review that do not contain all the items listed in the checklist will be returned to the SPONSOR. It is agreed that construction plans shall be submitted by the SPONSOR. Construction plans submitted directly to the department from the design professional will be returned. The DEPARTMENT will schedule a preliminary field review upon receipt of preliminary plans. The SPONSOR, a representative from the sponsor's Consultant team and DEPARTMENT representative shall attend this meeting.

7.4 It will be the responsibility of the Sponsor's Consulting firm representative to provide notes of the preliminary field review to all individuals present.

7.5 Final Field Review - The final field review is to ensure that issues identified in the preliminary field review have been addressed, and to determine if further issues have been identified that must be addressed prior to the bid advertisement and contract award. This is the final opportunity for all representatives present to discuss issues while together at the project site.

7.6 The SPONSOR shall provide four (4) 11" x 17" construction plans to the DEPARTMENT. At a minimum, the Final Field Review Plan set should contain:

- 7.6.1 Title Sheet (with sheet index and standard drawings listed)
- 7.6.2 Typical section / detail sheet
- 7.6.3 Pay item lists and notes
- 7.6.4 Stormwater pollution and prevention plan
- 7.6.5 Erosion control plan sheet
- 7.6.6 Traffic control plans (when applicable)
- 7.6.7 Plan and profile sheets to include:
  - 7.6.7.1 Existing topography
  - 7.6.7.2 Existing right-of-way limits
  - 7.6.7.3 Existing utilities, including size, type, and ownership
  - 7.6.7.4 Existing grade (where applicable)
  - 7.6.7.5 Proposed grade (where applicable)
  - 7.6.7.6 Existing and proposed hydraulic information (where applicable)
  - 7.6.7.7 Existing driveways
  - 7.6.7.8 Final driveway locations and width
  - 7.6.7.9 Section, township, and range
  - 7.6.7.10 Final horizontal and vertical alignment (where applicable)
  - 7.6.7.11 Plusses and distances to all impacted buildings
  - 7.6.7.12 Existing elevations of sidewalk and building fronts / thresholds
  - 7.6.7.13 Location and elevations of retaining walls
  - 7.6.7.14 Proposed structures, including affected storm sewers
  - 7.6.7.15 Locations and type of wheel chair ramps
  - 7.6.7.16 Survey data sheets (if separate from plan sheets)
  - 7.6.7.17 Cross section sheets depicting:
    - 7.6.7.17.1 Proposed TOE's
    - 7.6.7.17.2 Existing utilities
    - 7.6.7.17.3 Final drive locations
    - 7.6.7.17.4 Proposed structures, including storm sewers
    - 7.6.7.17.5 Retaining walls

7.7 Plans submitted for the Final Field Review that do not contain all the items listed in the checklist above shall be returned to the SPONSOR. It is agreed that construction plans must be submitted by the Project Sponsor. Construction plans submitted directly to the Department from the Sponsor's consultant will be returned.

7.8 The DEPARTMENT will contact the Sponsor to schedule a Final Field Review. Individuals that must be present for this review include; the Project Sponsor, a representative from the Sponsor's Consultant team, construction inspector or resident engineer (if applicable), utility company representatives (if applicable) and a Department representative.

7.9 It will be the responsibility of the Sponsor's Consulting firm representative to provide notes of the preliminary field review to all individuals present.

7.10 Final Plan Review - When final plans are complete, at least eight weeks prior to the bid opening, the SPONSOR will provide the following documents to the DEPARTMENT:

7.10.1 Four (4) half size (11" x 17") final construction plans printed on bond paper (min. 20lb.) with original signatures and professional seals.

7.10.2 Two (2) complete, bound sets of construction specifications.

7.10.3 One (1) complete set of plans electronically archived on Windows NT Compatible CD(s) with complete CADD design files in Microstation format with accompanying Geometric Alignments, COGO and Surface data files in ASCII text format, InRoads Alignment(.alg), Surface (.dtm), and Land XML Standard file formats.

7.10.4 One complete set of final plans exported to .pdf format on Windows NT Compatible CD(s).

7.10.5 A signed and sealed engineer's estimate for the project.

7.11 The plan sheets shall be drawn to a scale, which will allow for neat drafting and note placement. Preliminary designs for the Ultimate Facility (functionals) are to be drawn to a scale no smaller than 1'=200' horizontal and 1'=20' vertical. Plan and profile sheets should be drawn to a scale no smaller than 1'=100' horizontal and 1'=10' vertical and may need to be of larger scale depending on the amount of construction details and topography required to produce an acceptable set of plans. All sheets, including detail sheets, shall be of sufficient scale to show all details and lettering clearly when reduced to fifty (50) percent of original size. The SPONSOR at no additional expense to the DEPARTMENT shall redraw congested sheets rejected by the DEPARTMENT.

7.12 Lettering Size:

7.12.1 Freehand lettering shall be no smaller than the No. 4 setting on the Ames lettering guide (3mm minimum height).

7.12.2 Mechanical lettering shall be at least comparable to the 120 guide (Leroy) or 3mm minimum height.

7.12.3 These lettering sizes are minimums; sizes greater than these are desirable and suggested.

7.13 Linework:

7.13.1 All Linework shall be of sufficient density to be reproducible by current DEPARTMENT reproductive processes. Any linework that does not reproduce may be cause for rejection of the plans by the DEPARTMENT.

7.13.2 The multitude of methods available requires that the finished product, rather than the method, be acceptable to the DEPARTMENT. A final project from any method, which is not reducible 50%, and reproducible on the existing DEPARTMENT equipment may be rejected in its entirety. It is deemed advisable to contact the DEPARTMENT'S authorized representative (the project engineer, or the reproduction branch manager) and obtain approval on any questionable method or material prior to its use on the plans.

SECTION 8: PROJECT OVERSIGHT

8.1 The SPONSOR and the DEPARTMENT understand and agree that the DEPARTMENT shall have the full authority to carry out oversight for this project. The DEPARTMENT shall review, process, and approve documents required for Federal aid reimbursement in accordance with Federal requirements. It is agreed that the project contemplated herein is proposed to be financed as hereinafter described and that this Agreement, all property

acquisitions and clearances, plans, specifications, estimate of costs, acceptance of work, payment, and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, and approvals as may be applicable thereto.

SECTION 9: PROJECT RECORDS

9.1 The SPONSOR and its service providers agrees to maintain all books documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at it's respective office at all reasonable times during the agreement period. The records are to be maintained in accordance with procedures prescribed by the U.S. Department of Transportation and the DEPARTMENT. The records shall be open to inspection by the DEPARTMENT and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three (3) years from the final payment of any Federal funds to the SPONSOR, with the following exceptions:

9.1.1 If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.

9.1.1.1 Records for non-expendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.

9.1.1.2 When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.

9.1.2 The retention period begins on the date of the submission of the Final Project Report.

9.1.3 The SPONSOR agrees to furnish records to the DEPARTMENT as requested to comply with the sub-recipient monitoring requirements of the OMB Circular A-133. Such material are to be made available at their respective offices at all reasonable times, during the contract period and for three years after the date of the submission of the Final Project Report and all other pending matters are closed, for inspection by DEPARTMENT representatives, the State Auditor and Inspectors' Office, Federal Highway Administration, the Secretary of Transportation, the Comptroller General of the United States or any authorized representatives of the Federal Government for the purpose of making audits, examinations, excerpts and transcripts.

SECTION 10: RIGHT-OF-WAY ACQUISITION AND UTILITY RELOCATION REQUIREMENTS

10.1 Right-of-way acquisition, and utility relocation are not reimbursable activities under the SRTS program. The SPONSOR warrants to the DEPARTMENT that, if these activities are required for the implementation of their proposal, they have or will acquire all land, property, or rights-of-way needed for complete implementation of the project.

10.2 Projects on private land, must have a written legal easement or other written legally binding agreement that ensures public access to the project. There must be an easement filed on record, which specifies the minimum length of time for the agreement to maximize the public investment in the project. The project agreement should clearly state in writing: The purpose of the project, the minimum time frame for the easement or lease,

the duties and responsibilities of the parties involved, and how the property will be used and maintained in the future. The project must remain open for general public access for the use for which the SRTS funds were intended for the timeframe specified in the easement or lease. The public access should be comparable to the nature and magnitude of the investment of public funds. Reversionary clauses may be appropriate in some instances. These clauses would assure that if the property is no longer needed for the purpose for which it was acquired, it would revert to the original owner. The SPONSOR agrees to provide the DEPARTMENT with a copy of this agreement prior to construction.

10.3 Real property acquisition - all project sponsors must comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Regulations implementing this act are found in 49 CFR Part 24. These regulations will be applied to evaluating the acquisition of real property and any potential displacement activities.

10.4 The SPONSOR warrants to the DEPARTMENT that Utility Adjustment Costs (if any) are included as a part of this agreement and will certify to the DEPARTMENT prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with DEPARTMENT policies to accommodate the construction of said project prior to the beginning of any work and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

10.5 The SPONSOR shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps and islands, and any other such private installations.

10.6 That the disposition for all equipment, tangible personal property, real estate, appurtenances and improvements thereto acquired for the implementation of the proposed project will be subject to Federal Law and requirements as outlined in Title 23 CRF part 710 and applicable OMB Circulars.

SECTION 11: COMPETITIVE BIDDING

11.1 The SPONSOR shall comply with the public Competitive Bidding Act of 1974, as revised, 61 O.S. § 101 et seq. The SPONSOR and the DEPARTMENT agree to comply with the following administrative procedures:

11.1.1 Upon mutual approval of this agreement and approval of the plans, specifications, and estimates by the DEPARTMENT, and upon completion of all property acquisitions and clearances, the SPONSOR agrees to advertise and let the construction contract for this project to competitive bid in accordance with Federal and State law. It is agreed that the project contemplated herein is proposed to be financed as previously described and that this agreement, all property acquisitions and clearances, plans, specifications, estimate of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, and approvals as may be applicable hereto.

11.1.2 Prior to advertisement, the SPONSOR shall submit to the DEPARTMENT the Bid Proposal documents, Plans, Specifications, and Estimate (PS&E), and an endorsement letter certifying all right-of-way has been acquired within the limits of

the project and in compliance with all applicable state and federal regulations. After obtaining written authorization from the DEPARTMENT, the SPONSOR may advertise and accept bids for this project. The SPONSOR shall analyze bids prior to award to ensure the reasonable and proper expenditure of public funds.

11.1.3 Prior to award, the SPONSOR shall submit to the DEPARTMENT affidavits of newspaper publications, a detailed summary and analysis of the bid results, including engineer's estimate and individual bidders' unit prices, along with a copy of the completed proposal from the apparent low bidder and a recommendation of award. Upon concurrence by the DEPARTMENT of the SPONSOR recommendation of award, the DEPARTMENT will authorize the SPONSOR to award the project.

11.1.4 Prior to issuance of a Work Order/Notice to Proceed, the SPONSOR shall provide the DEPARTMENT with certified copies of the executed contract between the SPONSOR and the Contractor. Upon approval by the DEPARTMENT of the Contract, the DEPARTMENT will authorize the SPONSOR to issue a Work Order/Notice to Proceed to the Contractor.

SECTION 12: CONSULTANT SERVICES

12.1 If applicable and the SPONSOR has not previously done so, the SPONSOR agrees to initiate and properly document a DEPARTMENT approved consultant selection process for the purpose of selecting a consultant to provide project related engineering and construction supervision services. The SPONSOR agrees to acquire all needed goods and services in conformance with State law unless subsequently required to conform with United States Department of Transportation procurement regulations.

12.1.1 Upon receiving notice of FHWA authorization to proceed and completion of the consultant selection process referenced above, the SPONSOR agrees to enter into an appropriate DEPARTMENT approved contract to define and secure the services of the selected consultant.

SECTION 13: PROJECT CONSTRUCTION

13.1 It is further specifically agreed and understood between the SPONSOR and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the SPONSOR and the DEPARTMENT of this project, the SPONSOR does hereby accept full, complete, and total responsibility for this project. The SPONSOR does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship.

13.1.1 The SPONSOR and/or its selected consultant shall provide competent supervision and inspection of the construction work including any testing of materials necessary and shall have representatives available for consultation with DEPARTMENT representatives to cooperate fully to the end of obtaining work in accordance with the approved plans and specifications and to the approval of the DEPARTMENT.

13.1.2 The SPONSOR agrees to become jointly responsible with the contractor as co-applicants for meeting all Environmental Protection Agency (EPA) requirements

for storm water runoff on this project, if required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the SPONSOR agrees to file jointly with the contractor the Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site identified in this document.

13.1.2 The SPONSOR agrees that the liquidated damages provisions in 23 CFR, Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the SPONSOR from reduction of Federal participation in accordance with this paragraph.

SECTION 14: PROJECT CLOSURE

14.1 The SPONSOR agrees to provide the DEPARTMENT with acceptable project closure documents which shall include a Certificate of Completion, final estimate, statement of overruns and underruns, final inspection letter, final acceptance report, completion date, project change orders (if applicable), materials certification, DBE forms, and Buy America Certification (if applicable).

SECTION 15: PROJECT MAINTENANCE

15.1 The SPONSOR further agrees and warrants to the DEPARTMENT concerning maintenance of the completed project, that it will:

15.1.2 Assume any and all financial obligations for the operation, use, and maintenance of the project.

15.1.3 Aggressively pursue the implementation of any and all activities and/or support facilities related to the project through the use of all available resources and that the implementation of these future facilities is in no way contingent upon the receipt of further Federal-aid funding.

15.1.4 Periodically review the adequacy of the aforesaid project to insure the safety of the general public and should it determine that further modifications or improvements be required, the SPONSOR shall take such actions as are necessary to make such modifications or improvements.

15.1.5 Maintain all drainage systems and facilities constructed, installed, modified, or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for facilities constructed under the terms of this Agreement.

15.1.6 Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances, and regulations.

15.1.7 Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the SPONSOR, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.

15.1.8 Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments.

SECTION 16: FEDERAL REQUIREMENTS

16.1 Copeland Act: The SPONSOR agrees that contracts in excess of $2,000.00 for construction or repair awarded by the SPONSOR and its contracts or subcontracts shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C § 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the FHWA.

16.2 Davis-Bacon Act: The SPONSOR agrees that, when required by the Federal program legislation, all construction contracts awarded by the SPONSOR and its contractors or subcontractors of more than $2,000.00 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The SPONSOR shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The SPONSOR shall report all suspected or reported violations to the G/CAO.

16.3 Contract Work Hours and Safety Standards Act: The SPONSOR agrees that where applicable, all contracts awarded by the SPONSOR in excess of $2,500.00 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the work is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all declarations to the grant recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

16.4 Drug-Free Workplace: The SPONSOR certifies that it will, or will continue, to provide a drug-free workplace by:

16.4.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SPONSOR's workplace and specifying the action that will be taken against employees for violation of such prohibition; and,

16.4.2 Establishing an ongoing drug-free awareness program to inform employees about:

16.4.2.1 The dangers of drug abuse in the workplace;
16.4.2.2 The project SPONSOR's policy of maintaining a drug-free workplace;
16.4.2.3 Any available drug counseling; rehabilitation, and employee assistance programs; and,
16.4.2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and,

16.4.3 Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (1); and,

16.4.4 Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the project, the employee will:

16.4.4.1 Abide by the terms of the statement;
16.4.4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction; and,

16.4.5 Notify the DEPARTMENT and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under Section E, subparagraph (4)b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected project; and,

16.4.6 Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:

16.4.6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and,

16.4.6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and,

16.4.6.3 Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

16.4.7 Prohibition on Lobbying: The SPONSOR may use no part of the monies to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written manner, or other devices, intended or designed to influence in any manner a Member of Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This provision is in accordance with Title 18 U.S.C. §1913. A violation of this provision will result in termination of this Agreement.

16.4.8 Environmental Compliance: The SPONSOR acknowledges that the utilization of Federal-Aid funds makes the project subject to all relevant Federal environmental laws and regulations, including, but not limited to, the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and the "Parkland Statute" Title 23 U.S.C. § 138. The SPONSOR agrees that it shall perform all necessary studies and obtain all necessary permits or approvals required by such Federal laws and regulations. A failure to fulfill all applicable environmental requirements could result in the loss of all Federal-Aid project funds. The SPONSOR specifically agrees that it will repay to the DEPARTMENT any Federal-Aid funds received which are expended in violation of Federal Environmental laws and regulations.

16.4.9 Americans with Disability Act: The SPONSOR certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (Title 42 U.S.C. §12101-12213) as outlined in Title 28 CFR, Part 35.

SECTION 17: TERMINATION

17.1 Upon written notice to the SPONSOR, the Director of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

17.1.1 The requisite Federal funding becomes unavailable through failure of appropriation or otherwise.

17.1.2 The SPONSOR is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

17.1.3 The SPONSOR is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

17.1.4 The Director determines that such termination is in the best interest of the State.

17.2 A Project SPONSOR may, at any time in the project development process, decide to cancel the project and drop out of the Safe Routes to School Program.

17.2.1 The DEPARTMENT also reserves the right to suspend or discontinue participation in the project should the DEPARTMENT determine that the SPONSOR or his designee is in violation of federal law, or that satisfactory progress toward

completion of the SRTS Project has not been achieved in the allowable project timeline.

17.2.2 In either case, the SPONSOR will be responsible for reimbursement of all federal funds received to that point, as well as for payment of any and all outstanding invoices to consultants and contractors.

SECTION 18: DISQUALIFICATION

18.1 Failure by the SPONSOR to fulfill its responsibilities under this Agreement will disqualify the SPONSOR from future participation in any Federal-Aid project. If deficiencies are found which the Federal Government deems to disqualify the SPONSOR, Federal funds will be withheld until such time as the deficiencies in the project or regulatory compliance have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 19 INDEMNIFICATION

19.1 Services for this contract are to be performed in accordance with tenable and established engineering practices and the DEPARTMENT'S standard requirements. The standard of care for tenable and established engineering practices shall be the care and skill ordinarily used by members of the same profession currently practicing under similar circumstances. The DEPARTMENT reserves the right, but does not commit itself, to review the work of the Project SPONSOR's staff, or its consultant for errors, omissions, and work which is contrary to standards or tenable engineering practice, and to provide the SPONSOR with its findings. It is specifically agreed that a review of the work by the DEPARTMENT, if any, does not relieve the Project SPONSOR of its responsibility to ensure that a professional engineer prepare and provide the DEPARTMENT with services performed in accordance with accepted standards and tenable engineering principles. In no event shall SPONSOR assume the DEPARTMENT will review work for errors or omissions, but rather the SPONDOR shall assume that the work called for under this contract will not be reviewed and will provide the DEPARTMENT with documents which are in all respects ready for use in the construction of the project or such other use as may be set forth in this contract.

19.2 That the SPONSOR's Staff/Consultant will be held responsible for the accuracy of engineering details and any unit, quantity or other computations related to the work to be performed and will hold and save the DEPARTMENT harmless from any and all claims for damage or causes of action resulting from plan errors or omissions which amount to professional negligence on the part of the SPONSOR's staff or engineer. The SPONSOR will be held responsible for any mistakes or omissions in the work of the SPONSOR's representative which appear during the final review, if any, by the DEPARTMENT prior to advertising the contract, during the letting process, or during the construction, and the SPONSOR's staff/consultant will be required to do any work on the plans necessary to correct the mistakes or omissions in the work, including submitting computations to support said corrections to plans without additional compensation. The SPONSOR shall be given timely written notice and the opportunity to correct any errors or omissions in plan documents. The SPONSOR may thereafter be held liable for any additional cost incurred by the DEPARTMENT for construction or construction delays, which resulted from plan errors or omissions which amount to professional negligence as defined below. Professional negligence shall be defined as failure to conform with accepted engineering

standards to include the exercise of reasonable care and professional skill in the preparation of plans, the performance of related engineering services and the conduct of work.

SECTION 20: NOTICES

20.1 All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the contract shall be in writing and shall be deemed to have been properly given or sent:

20.1.1 If intended for the DEPARTMENT, mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to State at:

Oklahoma Department of Transportation
Attention: Ernestine Mbroh
Safe Routes to School Program
200 NE 21st Street Room 2-D4
Oklahoma City, Oklahoma 73105-3204

20.1.2 If intended for SPONSOR, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the SPONSOR at:

The City of Norman
Attention: Michael D. Rayburn
Address: 201-A West Gray, Norman, OK 73069

SECTION 21: CIVIL RIGHTS ACT OF 1964

21.1 The SPONSOR agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Statute § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – "Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964" (See Attachment D).

SECTION 22: EXECUTION OF AGREEMENT

22.1 The SPONSOR agrees that if applicable, it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

SECTION 23: AMENDMENT PROCEDURES

23.1 If the SPONSOR or the DEPARTMENT determines that a change is needed in the scope of work to be accomplished under this agreement, a written request shall be submitted to the other party detailing the requested amendment and giving justification for the change. A response shall be made within five (5) days of receipt of the request. If Federal Highway Administration approval is not required, and if the proposed amendment is acceptable to the parties, a written supplemental agreement shall be executed by the parties. If Federal Highway Administration approval is required for the proposed

amendment, the DEPARTMENT shall inform the SPONSOR in writing of the approval or disapproval by the Federal Highway Administration within fifteen (15) days of receipt of such notification. If approved the proposed amendment shall be reduced to a written supplemental agreement and executed by the parties.

23.2 Unless the SPONSOR has requested and received approval of an amendment to the scope of work outlined in this agreement, costs incurred as a result of the change will not be reimbursed.

SECTION 24: HOLD HARMLESS

24.1 To the extent allowed by law the SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, PROVIDED, nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or DEPARTMENT. When any alleged act, omission, negligence, or misconduct may be subject to limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, Title 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.

SECTION 25: SEVERABILITY

25.1 If any provisions, clause, or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.

SECTION 26: HEADINGS

26.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

SECTION 27: FRAUD AND FALSE STATEMENTS

27.1 That SPONSOR understands that, if the project which is subject of this Agreement is financed in whole or in part by federally furnished funds, that if the undersigned, the entity that SPONSOR represents, or any employee or agent thereof, knowingly makes any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation as a material fact in any statement, certificate, or report, SPONSOR and the company that SPONSOR represents may be subject to prosecution under the provisions of Title 18 U.S.C. § 1001, §1020.

SECTION 28: BINDING EFFECT

28.1 This Agreement shall be binding upon and inure to the benefit of DEPARTMENT and the SPONSOR and shall be binding upon their successors and assigns subject to the limitation of Oklahoma law.

SECTION 29: PRIOR UNDERSTANDINGS

29.1 This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 30: DISPUTE RESOLUTION

30.1 The parties hereto have entered into this Agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. A non-binding mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by that party in such litigation.

SECTION 31: GOVERNING LAW AND VENUE

31.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 32: EFFECTIVE DATE/CONTRACT PERIOD

32.1 This Agreement becomes effective when fully executed by all parties. This Agreement constitutes the entire understanding of the parties hereto; and any changes, amendments, or alterations hereto shall be made in writing and shall be executed with the same formalities as are observed herein.

IN WITNESS WHEREOF: The SPONSOR executes this contract on the ____ day of _____, 2011; and the DEPARTMENT on the ____ day of _____, 2011.

CITY OF NORMAN

_____
City Clerk Date

ATTEST:

_____
Mayor Date

APPROVED AS TO FORM AND LEGALITY

_____
Counsel Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

_____
Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

_____
General Counsel Date

APPROVED:

_____
Deputy Director/Chief Engineer Date

_____
Federal Highway Administration Date

Transportation Commission Item No.: 151

Dated: December 6, 2010

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL AGREEMENT NO. 1028
EXHIBIT "A" – INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS

ATTACHMENT A – Project Scope of Services

ATTACHMENT B – Procedures for the Selection of Architects, Engineers and Other Design Consultants

ATTACHMENT C - Plan Preparation

C1. Location and Hydraulic Design of Encroachments on Flood Plains

C2. Specifications for Detailed Construction Plans for Grading, Drainage, Surfacing, Structures and Incidentals

C3. LRFD Bridge Design Specifications for Highway Bridges

ATTACHMENT D – Federal Title VI Provisions

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOO AGREEMENT NO. 1028
ATTACHMENT A – SCOPE OF SERVICES

The scope of work shall include all meetings, and work required to expedite the associated work in accordance with local, state and federal laws and requirements.

It is agreed that services provided will conform to current standards, specifications and acceptable practices of the DEPARTMENT. The SPONSORS's responsibilities when applicable will include, but not be limited to:

SECTION 1: THE SPONSOR'S Responsibilities:

1.1 The SPONSOR shall become knowledgeable with all aspects of the Safe Routes to School program (SRTS), goals and initiatives.

1.2 The SPONSOR shall send at least two (2) representatives to participate in the required one day National SRTS infrastructure and Non-Infrastructure educational Course.

1.3 The SPONSOR shall be responsible for administering all aspects of the SRTS project, from notice to proceed, to project closeout.

1.4 The SPONSOR shall schedule a meeting with DEPARTMENT's Safe Routes to School Staff and the SPONSOR's Consultant, Staff and other Representatives responsible for engineering and educational components of the project before beginning work.

1.5 The SPONSOR is responsible for arranging for adequate design, plan development, construction and construction inspection services through the procurement of a consultant or qualified engineering staff. The SPONSOR must acquire all goods and services in accordance with State and federal law. Procedures for the Selection of Architects, Engineers and other Consultants may be found in ATTACHMENT 'B'. Contact the DEPARTMENT for a copy of the "Federal-Aid Professional Services Consultant Contract Requirements" before drafting the consultant contracts.

1.6 The SPONSOR is responsible for insuring that all purchases are eligible for SRTS funding and that the purchases are in accordance with State and federal law. The SPONSOR will not be reimbursed for costs and fees that are ineligible under the SRTS funding or approved by the DEPARTMENT.

1.7 The SPONSOR shall be responsible for the development of appropriate environmental documents in accordance with the National Environmental Policy Act (NEPA).

1.8 The SPONSOR shall be responsible for the preparation of final design plans and bid packets in accordance with local, state, federal and DEPARTMENT rules and regulations.

1.9 The SPONSOR shall be responsible for conducting, collecting and reporting SRTS surveys as deemed necessary by the DEPARTMENT.

1.10 Project SPONSORS implementing the Safe Cyclist curriculum and the AAA Student Safety Patrol program shall be responsible for conducting, collecting and submitting associated surveys as deemed necessary by the DEPARTMENT.

1.11 The SPONSOR shall complete all aspects of an Infrastructure project within two (2) years from the Notice to Proceed date, and within one (1) year of the Notice to Proceed date for all Non-Infrastructure projects.

1.12 Project SPONSOR will provide a monthly progress Report to the DEPARTMENT in a manner established by the DEPARTMENT

1.13 The SPONSOR may utilize Safe Routes to School funds for eligible engineering and consulting services.

1.14 The SPONSOR may not utilize Safe Routes to School funds for Consultant services.

1.15 The SPONSOR shall construct federal state, and DEPARTMENT compliant sidewalks, ramps, hand railing, and speed tables as required to connect existing neighborhoods to John F. Kennedy Elementary School.

1.16 The SPONSOR shall implement educational programs and activities including, but not limited to: a walking school bus program, bike rodeos, public service announcements (PSA), field trips, traffic patrol, speed monitoring and associated educational materials and supplies.

SECTION 2: DEPARTMENT Responsibilities:

2.1 The DEPARTMENT shall provide access to staff and information as needed to complete associated projects.

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL AGREEMENT NO. 1028
ATTACHMENT B – PROCEDURES FOR THE SELECTION OF ARCHITECTS, ENGINEER AND OTHER DESIGN CONSULTANTS

SECTION I: Purpose

This attachment is provided as a guide for the SPONSOR in the selection of architects, engineers, and other consultants for the purpose of providing design documents and services for SRTS projects. An alternate selection process may be utilized that meets the requirements of State and Federal Law. Also, if the project sponsor has previously participated in a consultant selection process for the purpose of securing the services of qualified consultants and the selection process used is acceptable to the Oklahoma Department of Transportation and the Federal Highway Administration, the previously selected consultant's services may be utilized.

SECTIONII: Definitions

The following words or terms, when used in this document, shall have the following meaning unless the context clearly indicates otherwise:

Consultant - Any individual, firm corporation, association, partnership, or other legal entity possessing the required qualifications to provide licensed professional architectural, engineering, land surveying, or other services for any SRTS project.

Fixed Fee - means the type of fee to a consultant which is expressed as a firm, fixed amount, for the services specified in the scope of work. This fee is not determined by the amount of a construction contract.

Interview Committee - A group of individuals appointed by the Project Sponsor for the purpose of interviewing consultants in an effort to select a Consultant to provide service for project. This group should include licensed architects or engineers, if available.

Program - The detailed description of the work scope of the design services. This program is written by the project sponsor, or may be developed by the consultant as part of his contract.

Screening Committee - A group of individuals designated by the project sponsor which reviews the qualifications of interested consultants for the purpose of selecting a short list of consultants to be interviewed. The group should include licensed architects or engineers, if available.

Selection Criteria - A listing of the considerations and requirements used to evaluate each prospective consultant.

Short List - A listing of consultants chosen during the screening process for detailed interview. This list should contain no less than three or more than five consultants for a single project. If the process is selecting for more than one consultant contract, there should be two consultants on the short list for every planned project.

SECTION III: The Selection Procedure

(A) **Define project.** The project sponsor will develop a description of the project which shall include:
  (1) A narrative description of the work being planned.
  (2) The estimated cost and time schedule of the project.
  (3) The source of the funding i.e., appropriated state money, federal funding, or other source of funding.
  (4) Any other pertinent date which would assist a consultant in determining his interest in project.

(B) **Develop a list of consultants.** The project sponsor will advertise the desire to secure consultant services for the concerned project and allow a period of not less than fourteen (14) days to collect responses. The project sponsor will develop a list of interested consultants based on the response.

(C) **Announce project.** The project sponsor will send a letter to each consultant on the list which includes a request for the consultants qualifications and the description developed in Step 1 and will notify them of the last day their letters may be received to be considered. This must be no less than thirty (30) days after the postmark on the project sponsor letter.

(D) **Screen consultant letters to develop "short list".** The project sponsor will designate a screening committee of three or more persons for the purposes of selecting the three to five best qualified consultants based on the information provided. The screening

committee should include licensed architects or engineers if they are available. If the selection is for more than one consultant contract, at least two consultants for each project should be included in the short list. The selection criteria for use by the screening committee is discussed in Part V.

(E) **Scheduling and performing interviews.**

(1) The project sponsor will designate an interview committee. All members of the interview committee will participate in all interviews of each consultant.

(2) An evaluation criteria list will be developed to insure that al interviews are conducted identically. The recommended evaluation list is discussed in Part VI.

(3) Each consultant should be notified by letter informing him that he has been selected for interview. The letter should contain.

(a) Date, time and place of interview. Interviews should be scheduled individually for consultant.
(b) Period of time permitted for the interview. Indicate how much time the consultant will be permitted for this presentation and how much time will be reserved for questions by the committee.
(c) A copy of the interview criteria.
(d) Names of the interview committee members.
(e) The letter should contain any other information which will help the committee to obtain information needed for them to properly evaluate the consultant.
(f) No discussion of fees should be allowed. Consultants must be selected on the basis of qualifications and not on a bid basis.

(4) The interviews are conducted privately with each consultant out of the hearing of other consultants.

(5) At the conclusion of all interviews, the committee will then rate each consultant in a manner as to recommend to the project sponsor the relative ranking of each consultant. This document does not attempt to designate the exact procedure the committee shall use to make their selection. All criteria and procedures used by the committee will be documented for the record.

(F) **Forwarding of recommendations.** The recommendations are forwarded to the project sponsor for the final selection.

(G) **Preparation of report to the Department.**

(1) The project sponsor will prepare a chronological report detailing the steps in the procedure actually followed by the project sponsor in making its selection. This report will include the criteria used in the screening process as well as the interviews and the ratings of all firms considered. A copy of the approved minutes of any board action affecting the selection process will be included.
(2) If an out-of-state firm is selected, the report must include the justification for the selection.
(3) The report must be submitted to the Department.

(H) **Review by the Department.** The report is reviewed by the Department and the results are forwarded to the Sponsor.

(I) **Negotiation of Contract.**

(1) The negotiation of fees is the first time a discussion of costs is permitted. There are no defined procedures for negotiating. The project sponsor will usually open negotiations by designating a negotiator and by defining the detailed scope of work and forwarding that scope to the consultant in a letter formally requesting a cost proposal. The letter should require a detailed breakdown of the costs to enable the project sponsor to understand the cost items and have a basis for negotiation. The consultant should also be provided a copy of the proposed contract format.

(2) The consultant will develop his fee proposal and return it to the project sponsor.
(3) The project sponsor will then set up a negotiation meeting to negotiate and agree to the fee. The fee is expressed as a firm fixed price fee. After a fee has been determined, the consultant is asked to modify his proposal to reflect the agreed upon scope of work and fee. This modified proposal will become part of the contract.

(J) **Award of Contract.**

(1) The contract is processed for award by the project sponsor and copies are provided to the consultant.
(2) Changes to the base contract are permitted as long as the scope of the change is generally included within the scope of work developed in paragraph (I), (1) of this subsection for which the consultant selection process was conducted. Changes are initiated and negotiated by the project sponsor and submitted to the Department for approval. The change request letter must reference the correct contract, and include the scope of the change, the fee for the change and the source of the funding for the change.

SECTION IV: Consultants Contracts

(A) The contract must list the exact scope of work in correct technical terms and a proposed work completion payment percentage schedule.

(B) Phases of services may involve all or any of the following:

(1) **Program Planning.** Program planning includes the following:
(a) Space plan.
(b) Written and/or graphic program document as specified.
(c) Circulation allowances.
(d) Rough costs.
(e) Specific additional features as required in the agencies request for proposal.

(2) **Schematic Design.** Schematic design includes the following:
(a) The line drawing and graphic representation of the floor plan, perspective drawings and site orientation of the project.

(b) Energy and feasibility presentation of utility access, recommended materials, parking traffic flow, site access, and space and volume estimate of cost.

(3) **Design Development.** A set of drawings is produced which specifies the projects specified parameters, resulting in:
(a) The site for parking, street and pedestrian access.
(b) Overall dimensions.
(c) Rooms and traffic circulation within the buildings.
(d) Types of materials.
(e) Building elevations.
(f) Building sections.
(g) Recommended structural systems.
(h) Recommended mechanical systems and equipment based upon life cycle studies.

(4) **Construction Documents.** Construction documents include those items necessary for a construction contractor to use to bid and construct the project. They include:
(a) Working drawings.
(b) Specifications.
(c) Project manuals.
(d) Any other item specifically required by the contract.

(5) **Construction phase services.** The consultant may be required to perform specific construction phase services which include:
(a) Review and approval of shop drawings.
(b) Review and approval of pay requests.
(c) All standard contracts include a reference to construction monitoring which is an occasional visit by the consultant to the construction site to determine that the contractor is following the intent of the construction contract documents. When more frequent monitoring is needed, the project sponsor will include this in the criteria package and negotiate this increased cost service.
(d) The primary responsibility for the administration of the construction contract lies with consultant.

SECTION V: Screening Criteria

(A) The screening process is the examination of each consultant that has indicated interest in the project proposed by the project sponsor. Qualifications should be provided by the consultant. Prior to beginning the review, a specific list of criteria must be developed and should include:
(1) Specialized experience related to the proposed project.
(2) Capacity of the consultant to complete the project in the time available.
(3) Past performance in similar projects.

(B) A screening evaluation sheet should be prepared listing each consultant considered with a rating for each criteria listed as in the Consultant Screening Evaluation Form. After consultants are evaluated, the ratings are compared and the top three to five consultants are identified for interview. If multiple projects are being considered, two consultants for each project are selected for interview.

SECTION VI: Interview Criteria

(A) The interview is the most important step in the selection process. Each consultant must be evaluated against a clearly established list of which is provided to the consultant within seven days in advance of his/her interview. It is recommended that an interview evaluation sheet be made up for each consultant being interviewed such as a Consultant Screening Evaluation Form. Information should be sought during the interview which will answer these questions:

(1) How will the consultant staff the proposed projects?
(2) What is the consultant=s proposed management plan?
(3) What is their previous experience for this project?
(4) Where are they located? How will they reduce travel costs if they are not close to the proposed project?
(5) What are their plans for project control?
(6) What is their proposed approach to the design of this project?
(7) What are examples of the similar projects they have completed?
(8) What are their experience in value engineering, life cycle cost analyses, critical path method of scheduling, energy conservation, new energy resources, environmental assessments or other specialized experience, if required?
(9) What awards have they received for their designs?
(10) Has judgment been paid by the consultant or on their behalf for liability caused by professional errors and/or omissions in the past five years?
(11) Any other additional factors?

(B) **Questions concerning fees may not be asked**. Engineers and architects are prohibited from being required to bid by Oklahoma Statues. They are to be selected based upon their professional expertise with their fees being negotiated after selection, as described in Part V.

(C) Copies of the completed evaluation sheets will be included in the report to the Department.

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL AGREEMENT NO. 1028
ATTACHMENT C- PLAN PREPARATION

SECTION 1: PLAN PREPARATION

1.1 This section is to be used when applicable as a general guide for construction plan preparation. Any information not contained in this provision is available from the DEPARTMENT'S authorized personnel. For right-of-way plan preparation, refer to "ODOT Right-of-Way Specification Manual for Preparation of Plans and Documents".

1.2 The DEPARTMENT'S policy of reducing the plans 50% has necessitated that a compatible drafting technique be utilized. The DEPARTMENT maintains the right to reject any plans, which are not of reducible quality.

1.3 The CONSULTANT should acquire from the DEPARTMENT a sample set of plans to use as guides, and should be acquainted with DEPARTMENT drafting practices. These plans

are not to be considered policy or standards, but merely to serve as an aid in plan preparations.

SECTION 2: DRAFTING MEDIA

2.1 The CONSULTANT shall submit the final plans in all the following formats:

2.1.1 One (1) complete set of full size (23" X 36") plan sheets on white bond (20lb. min.) with original signatures and professional seals. Sheets must be high quality and free from "stick-on" or other surface adhesives.

2.1.2 One (1) complete set of half size (11" X 17") plan sheets on white bond (min. 20lb.) with original signatures and professional seals.

2.1.3 One (1) complete set of plans electronically archived on Windows NT Compatible CD(s) with complete CADD design files in Microstation format with accompanying Geometric Alignments, COGO and Surface data files in ASCII text format, InRoads Alignment(.alg), Surface (.dtm), and Land XML Standard file formats (see Digital File Formats for examples).

2.1.4 One complete set of final plans exported to .pdf format on Windows NT Compatible CD(s).

2.2 The CONSULTANT is responsible for any translation required to convert Non-Microstation design files to Microstation format and submitting all translation files used during the conversion. All translated design files shall conform to the applicable standards adopted by the DEPARTMENT.

2.3 The computer files name proceeding the .dgn extension shall have a maximum of 8 characters and named similar to the following:

2.3.1 Title Sheet - tit____.dgn (fill in blanks with first 5 digits of job/piece number)

2.3.2 Typical Section – typ____.dgn (fill in blanks with first 5 digits of job/piece number).

2.3.3 Summary Sheet – sum____.dgn (fill in blanks with description: pay, drain, misc.)

2.3.4 P&P Sheet – pp____.dgn (fill in numerical order 01, 02, 03, etc.)

2.3.5 Cross Sections – xsec____.dgn (fill in descriptor if needed)

2.4 Cross sections also should be submitted on full size vellum and half size paper. All originals must be hand inked or computer printed inks only. Pencil is not acceptable on cross sections.

2.5 If the CONSULTANT submits plan sheets on paper that does not meet specifications, or if the DEPARTMENT has to reduce the full size plans to half size paper, the DEPARTMENT will charge the CONSULTANT at the current rate established by DEPARTMENT'S Reproduction Branch to reproduce the sheets in the standard format.

SECTION 3: DRAFTING CONVENTIONS

3.1 Scales:

3.1.1 The plan sheets shall be drawn to a scale, which will allow for neat drafting and note placement. Preliminary designs for the Ultimate Facility (functionals) are to be drawn to a scale no smaller than 1'=200' horizontal and 1'=20' vertical. Plan and profile sheets should be drawn to a scale no smaller than 1'=100' horizontal and 1'=10' vertical and may need to be of larger scale depending on the amount of construction details and topography required to produce an acceptable set of plans. All sheets, including detail sheets, shall be of sufficient scale to show all details and lettering clearly when reduced to fifty (50) percent of original size. The CONSULTANT at no additional expense to the DEPARTMENT shall redraw congested sheets rejected by the DEPARTMENT.

3.2 Lettering Size:

3.2.1 Freehand lettering shall be no smaller than the No. 4 setting on the Ames lettering guide (3mm minimum height).

3.2.2 Mechanical lettering shall be at least comparable to the 120 guide (Leroy) or 3mm minimum height.

3.2.3 These lettering sizes are minimums; sizes greater than these are desirable and suggested.

3.3 Linework:

3.3.1 All Linework shall be of sufficient density to be reproducible by current DEPARTMENT reproductive processes. Any linework that does not reproduce may be cause for rejection of the plans by the DEPARTMENT.

3.4 Halftones, Screened Photographs, Shadings:

3.4.1 The multitude of methods available requires that the finished product, rather than the method, be acceptable to the DEPARTMENT. A final project from any method, which is not reducible 50%, and reproducible on the existing DEPARTMENT equipment may be rejected in its entirety. It is deemed advisable to contact the DEPARTMENT'S authorized representative (the project engineer, or the reproduction branch manager) and obtain approval on any questionable method or material prior to its use on the plans.

SECTION 4: SUBMISSION OF PAY ITEMS/QUANTITIES

4.1 The CONSULTANT shall submit final Pay Items/Quantities in following formats:

4.1.1 Trans-Port Software "Estimator" will be used to generate a (.est) file. This file will contain the Categories (Roadway, Bridge, Traffic, Staking, etc.) and the pay items/quantities for each appropriate category that will be required to complete the Construction Project. The purchase of this software will be the responsibility of the CONSULTANT. The Estimator file will be named using the seven (7) digit job/piece number for the project and start with 'j' as in, for JP No. 12345(07) the file will be named jp 1234507.he and will be submitted with other electronic and hard copy files as part of the final submission. The import of the Estimator file will be the responsibility of the ODOT Engineering Manager in charge of the project.

SECTION 5: DIGITAL FILE FORMATS

Digital Surface information shall be provided in either InRoads (.dtm) file, Graphic (3D .dgn), or ASCII (.txt or .dat) format.

Surface and Alignment data shall also be provided in Land XML standard format.

InRoads .dtm (Digital Terrain Model) file is the most preferred.
Graphic: Elements must be a 3D MicroStation .dgn file. The Random Points, Exterior, and Breakline graphics must be displayed on different levels.

Random Points Displayed on DTM_Misc level

Exterior Boundary: Displayed on DTM_Exterior level

Breaklines: Displayed on DTM_Breakline level

Color, linestyle, symbology does not matter

ASCII: May use either a .txt or .dat file extension.
Random points, Breaklines, etc. must be in separate files.

Coordinates should be input as decimal numbers and have the same units of measure as the master units of the currently active design file. If the data file contains point IDs, they should be input as integer numbers. All columns may be separated by blanks, tabs or commas. Records contained in the file having no data or beginning with the character ;, !, or * are ignored.

Example Random Point file formats:

Column1	Column2	Column3	Column4	
station	offset	elevation		based on Cross-sections
northing	easting	elevation		
easting	northing	elevation		
Point ID	station	offset	elevation	
Point ID	northing	easting	elevation	
Point ID	easting	northing	elevation	

When loading points defining breakline, or interior or exterior boundary features, an additional field is required at the end of each record. Because multiple linear features may be stored in a single file, the additional field is used to distinguish one linear feature from the next. The additional field consists of numbers one or zero in the last column. The very first point record for each linear feature should contain 1 in the last column with all subsequent point records defining the same linear feature containing a 0 in the final column. The first point in the next linear feature would then contain 1 in the last column, and so on. You may interchange the order of the ones and zeros if you choose.

Alignment data shall be provided in InRoads (.alg) alignment file and Land XML standard format.

All alignments used to generate a surface ASCII file using Station, Offset and Elevation, must be provided. All alignments used to generate Cross-sections must be provided and labeled clearly.

ASCII format: may be in the .ics file format shown below or a simple alignment report stating the coordinate values for all event, PI, PC, CC and PT points used to define the alignment. The curve data shall include deflection, degree, radius, tangent and curve length information. Distance and Bearing between all points must be included.

ICS file format:

SET PARAMETER 1 0 0
DEL COOR (1-20000)
DEL FIG [100]
then the alignment number, points to be
STORE
1 854123.52872512 136132.10295618
2 854275.16372509 136252.36295615
3 853974.66030537 135992.55220579
4 854279.90384810 136246.48317426
5 854022.15203005 135032.06037950
100 854272.93263615 136647.93454219 202.73555
101 854263.47721567 137176.42710815 201.73397
102 854262.87575997 136854.18667391
STORE FIGURE
1 (1 2 C3L 4 5 100 C102R 101)

Note: point numbers must start with a space
Figure or alignment definition to being with a
space,

enclosed in Parenthesis. Curves defined using the pc;, cc and pt points in that order. Center of curve defined starting with a C followed by the point number, followed by the direction of arc to the right or the left.

SECTION 6: SUBMISSION OF REPORTS

6.1 The CONSULTANT shall submit all final reports in the following formats:

6.1.0 Ten (10) copies of a bound report.

6.1.1 One (1) completed report archived in either Microsoft Word (.DOC), or PDF format, or CD.

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL AGREEMENT NO. 1028
ATTACHMENT C1- LOCATION AND HYDRAULIC DESIGN OF ENCROACHMENTS ON FLOOD PLAINS

SECTION 1: LOCATION AND HYDRAULIC DESIGN OF ENCROACHMENTS ON FLOOD PLAINS

1.1 CONSULTANT shall refer to Federal Highway Administration Federal-Aid Policy Guide, 23 CFR 650A OPI: HNG-31 Subpart A, concerning Evaluation of Flood Hazards Federally Financed Highways.

1.2 All Federal and Federal-aid highway plans submitted for approval shall show, for bridge size drainage structures, the magnitude, approximate probability of exceedence, and the water surface elevation of the roadway overtopping flood; where overtopping is not practicable, the magnitude and water surface elevation of the 500-year flood shall be shown. For bridge size drainage structures, the magnitude and the water surface elevation of the 100-year flood shall be shown.

1.3 Roadway structures (less than 20 ft. in width of opening, including but not limited to: side/cross drains, inlets, storm sewer systems, etc.) shall have hydrologic/hydraulic studies performed.

1.4 The CONSULTANT shall use the 1992 (or newest version of) Oklahoma Department of Transportation Roadway Design Manual for design criteria. If the CONSULTANT wants to use different design criteria, he must consult and get the approval in writing from the Roadway Drainage Engineer or the Engineer Manager in charge of the project.

1.5 The CONSULTANT shall include the drainage map(s) and the hydraulic data sheet(s) in the plans submitted for approval, using the forms that have been accepted by Roadway Design Division. The Plan and Profile (P&P) sheets should show the size, length, material, flow in elevation, flow out elevation and slope of the proposed structures.

1.6 If the structures are located in a flood plain, the CONSULTANT shall also file an application permit with the Oklahoma Water Resources Board, with a copy to the DEPARTMENT.

1.7 Checked Hydraulic Design Calculations shall be bound and submitted to the DEPARTMENT for review prior to plan-in-hand field inspection.

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL AGREEMENT NO. 1028
ATTACHMENT C2 - SPECIFICATIONS FOR DETAILED CONSTRUCTION PLANS FOR GRADING, DRAINAGE, SURFACING, STRUCTURES AND INCIDENTALS

SECTION 1: SPECIFICATIONS FOR CONSTRUCTION PLANS

1.1 Detailed construction plans shall be prepared to a horizontal scale no smaller than 1" =100' and vertical scale no smaller than 1" = 10' for rural highways, and horizontal scale no smaller than 1" = 50' and vertical scale no smaller than 1" = 5' in built-up urban areas.

The cross sections shall be on standard tracing paper sheets to a scale, both horizontal and vertical, of 1" = 5' for small sections and 1" = 10' for large sections. The construction plans shall include information and topography for drainage, drainage areas, drainage structures, utility lines, curve data, north arrows, bearings, fences, buildings, paving, roads, streets, property and right-of-way lines, driveways, intersections and interchanges, ramps, bridges, grade lines, profiles, earth work quantities, mass lines, limits of cut and fill slopes, detailed and summarized quantities of all materials, traffic control data and other necessary pertinent information. The functional plans, corrected to the final construction plans, shall be incorporated in the construction plans.

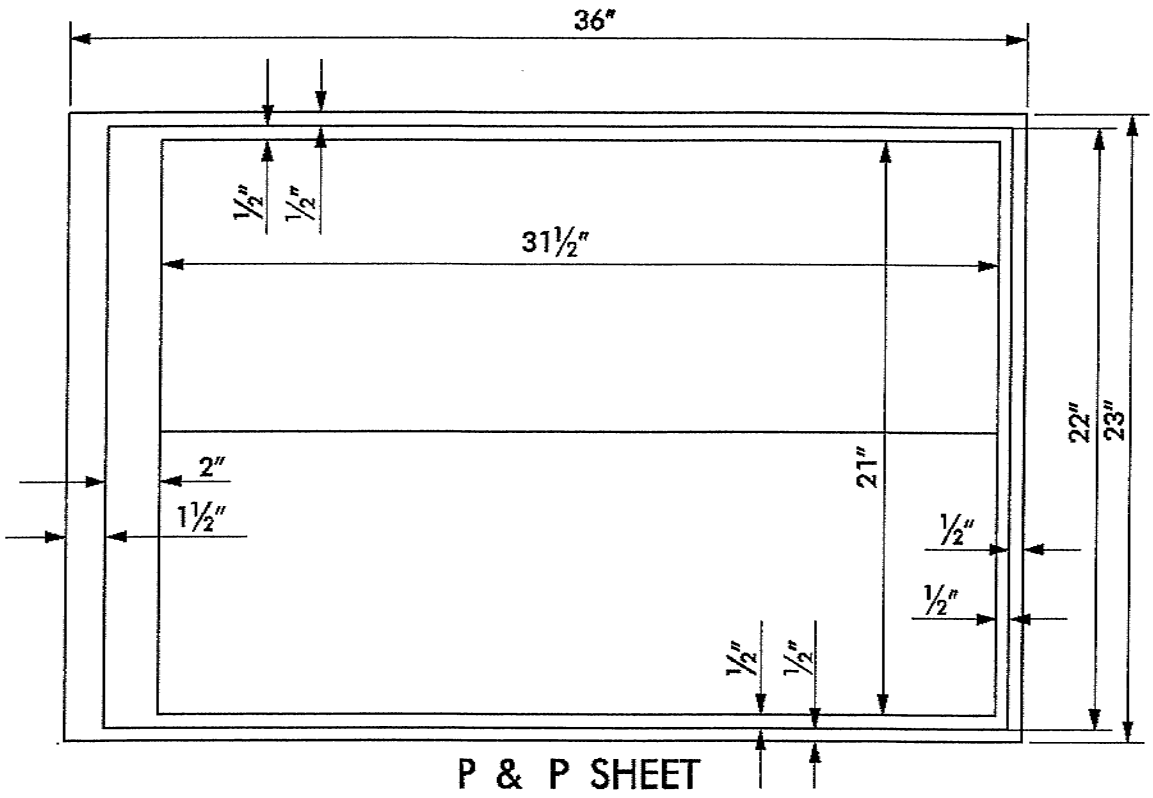
1.2 All final bridge plans will become the property of the DEPARTMENT. Complete bar lists for all reinforcing steel will be on the plans and the final plans will be comparable in details to the plans prepared for similar structures by the DEPARTMENT.

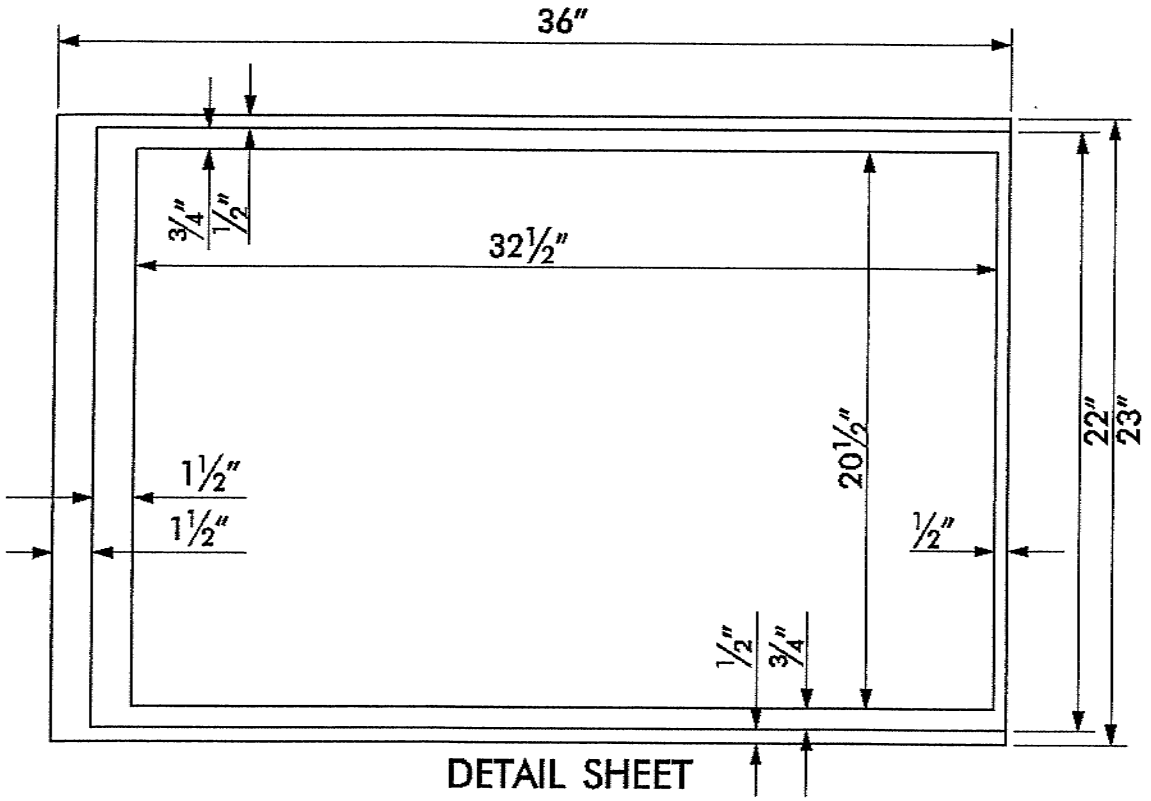
1.3 All sheet sizes shall meet the following requirements:

1.3.1 Plan and Profile sheets shall be 23" X 36" with a border. See Detail "A" next page.

1.3.2 Detail and cross section sheets shall be 23" X 36" with a border. See Detail "B" next page.

1.3.3 Any printing or titles shall be placed inside the main border.





OKLAHOMA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL AGREEMENT NO. 1028
ATTACHMENT C3 - LRFD BRIDGE DESIGN SPECIFICATIONS FOR HIGHWAY BRIDGES

SECTION 1: DESIGN SPECIFICATION

1.1 The design and details for all bridges shall comply with the current LRFD bridge Design Specifications of the American Association of State Highway and Transportation Officials, (current American Railway Engineering A.R.E.A.) and AASHTO Guide Specifications for SEISMIC Design of Highway Bridges, except as modified herein.

1.2 The design and details for all bridges shall comply with the Concrete structures and shall be designed on the basis of concrete having an ultimate compressive strength at 28 days of 3,000 PSI for Class A and 4,000 PSI for Class AA Concrete. Precast prestressed concrete members shall be designed on the basis of f'c= 8,000 PSI ordinarily and up to 10,000 PSI as approved by the DEPARTMENT. Post tensioned concrete members shall be designed for f'c = 4,000 PSI ordinarily and up to 6,000 PSI if approved by the DEPARTMENT.

1.3 Bridges designed on the State Highway System for HL-93 loading shall provide sufficient capacity to support the Standard Overload Truck in accordance with Loading Combination Strength II in Article 3.4 of the AASHTO LRFD Bridge Design Specifications. A copy of the overload truck combination can be obtained from the Bridge Division.

1.4 Loads, roadway widths and clearances for all bridges shall comply with "A Policy on Geometric Design of Highways and Streets" by AASHTO, latest date.

1.5 The CONSULTANT shall secure from the DEPARTMENT the latest design policies and procedures not covered under these specifications prior to starting the final design and preparation of the plans.

1.6 Light structures such as utility bridges, pedestrian over crossing, shall have vertical clearance increased 12" more than standard clearances.

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL AGREEMENT NO. 1028
ATTACHMENT D – FEDERAL TITLE VI PROVISIONS

During the performance of this agreement, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter "USDOT") Title 49 CFR, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination:** The contractor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, handicap/disability, religion, or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-contractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this agreement and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, handicap/disability, religion, or familial status.

(4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Oklahoma Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Oklahoma Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration,

Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Non-compliance:** In the event of the SPONSOR's non-compliance with the non-discrimination provisions of this agreement, the Oklahoma Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the agreement until the contractor complies, and/or;
(b) cancellation, termination, or suspension of the agreement, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant hereto. The contractor shall take such action with respect to any sub-contract or procurement as the Oklahoma Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Oklahoma Department of Transportation to enter into such litigation to protect the interests of the Oklahoma Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION NO. R-1112-12

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA

THAT, WHEREAS it is in the best interest of the City of Norman, Cleveland County, Oklahoma, to execute this Safe Routes to School Project Agreement Number 1028 for Federal-aid Project Number SRS-114D(294)ST and SRS-114D(295)ST, State Job 28470(13) and 28470(24), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is herby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, 2011.

City of Norman,

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and legality this 2nd day of August, 2011.

_____ 8/2/11
Counsel Date

City of Norman, OK

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

Master

File Number: K-1112-16

File ID:	K-1112-16	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 17	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$302,347.53	**File Created:**	07/28/2011
File Name:	K-1112-16 ODOT Classen/Imhoff			**Final Action:**	

Title: CONTRACT NO. K-1112-16: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL AID PROJECT NO. HSIPY-114A(242) TR, JOB PIECE NO. 26474(04) THE CONSTRUCTION OF HIGHWAY 77 (CLASSEN BOULEVARD) AND IMHOFF ROAD INTERSECTION IMPROVEMENT PROJECT AND ADOPTION OF RESOLUTION NO. R-1112-15.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-16 with the Oklahoma Department of Transportation; and, if approved, adopt Resolution No. R-1112-15 and authorize the execution of the contract and resolution, direct payment to the Oklahoma State Department of Transportation in the amount of $302,347.53 for the City's 20% share.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 17

Attachments: K-1112-16 & R-1112-15, Requisition

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-1112-16

Body

BACKGROUND: An evaluation of traffic control needs, conducted by the City Traffic Engineer, revealed that traffic volumes and the collision history at the intersection of US-77

(Classen Boulevard) and Imhoff Road have reached levels that justify improvements. The improvements include installation of a new traffic signal, a signal interconnect along Classen Boulevard from Highway 9 to Lindsey Street and the addition of a fifth lane which will be used as a continuous left turn lane from the median at Highway 9 to Constitution Street. The City of Norman and owners of undeveloped properties in the area agreed to fund the local portion of the project based on their corresponding proportion of the traffic. The City of Norman will pay 81.04% of the local project costs and the developers will fund the remaining portion.

On August 28, 2007, the Norman City Council approved a programming resolution requesting federal funds for this project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project. In a letter dated May 2, 2008, the Oklahoma Department of Transportation (ODOT) agreed to provide 80% of the construction cost for this project. On August 12, 2008, Council approved Contract K-0809-44 with the Benham Companies, LLC, (Now known as SAIC Energy, Environment & Infrastructure) a local consulting engineering firm, for the design of the US-77 (Classen Boulevard) and Imhoff Road Project. The amount of that contract was $105,000. On October 27, 2009, Council approved Amendment No. 1 for $26,865 and on July 12, 2011, Council approved Amendment No. 2 for $3,060. The current engineering contract amount is $134,925.

DISCUSSION: Prior to letting the project for bid, ODOT requires the City of Norman to enter into a project agreement and to adopt it by Resolution. ODOT has requested the City approve the attached agreement that addresses the responsibilities of the City of Norman and ODOT. Staff has reviewed and approved the project agreement and resolution.

In summary, the City's responsibilities are:

- Construction shall be in conformance with the plans prepared by the City
- Maintain the traffic signal equipment after construction
- Certify the project will comply with the Americans with Disabilities Act (ADA)

In summary, ODOT's responsibilities are:

- File jointly with the contractor the Notice of Intent (NOI) for a general construction storm water permit with the EPA which authorizes storm water discharges associated with construction activities
- Advertise and let the construction contract for this project
- Construct the project in accordance with the plans
- Provide competent supervision of the construction

The construction project is funded 80% by ODOT and 20% by local funds. ODOT has billed the City for the local matching share. Based on the latest engineer's estimate, the total construction cost is $1,511,390.67. ODOT's share is $1,209,390.14 and the local match is $302,347.53. Funds are available in the US-77 (Classen Boulevard) and Imhoff Road Intersection Improvement Project, Construction (Account No. 050-9552-431.61-01) Project

Number TR0239.

The total project cost for right-of-way and utilities is estimated to be $2,304,350 with the estimated City share of $792,960 (34%). The City's share has been paid from the Capital Fund. A bid letting for this project has been scheduled by ODOT on September 15, 2011. The estimated start of construction is December 2011. Completion of the project is anticipated in Summer 2012.

RECOMMENDATION NO. 1: Staff recommends approval of Contract No. K-1112-16 with ODOT.

RECOMMENDATION NO. 2: Staff further recommends approval of Resolution No. R-1112-15 adopting Contract No. K-1112-16, and if approved, authorize the execution thereof.

PROJECT AGREEMENT

FOR

FEDERAL-AID PROGRAM

PROJECT NUMBER HSIPY-114A(242)TR

JOB PIECE NO. 26474(04)

FOR THE INSTALLATION OF TRAFFIC SIGNALS

AT THE INTERSECTION OF US-77 AND IMHOFF ROAD

IN THE CITY OF NORMAN

CLEVELAND COUNTY

BY AND BETWEEN

THE CITY OF NORMAN

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the City of Norman, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the CITY proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of March 2, 2011, authorizing State apportioned Federal-aid Project funds for participation in the project for traffic improvements in the CITY of Norman designated as Federal-aid Project HSIPY-114A(242)TR, JP# 26474(04) consisting of the actual traffic improvements as follows:

1. Installation of a Traffic Signal and Intersection Modification at the Intersection of US-77 and Imhoff Road, in the City of Norman, Cleveland County.

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition of 2009 and current updates.

It is the policy of the Oklahoma Department of Transportation to assure compliance with Title VI of the Civil Rights Act of 1964, and the CITY hereby agrees that as a condition to receiving any Federal financial assistance it will comply with Title VI of the Civil Rights Act of 1964 which requires that no person in the United States shall on the grounds of race, color, religion, sex, disability, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal Financial Assistance is received.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The CITY agrees to provide the plans, specifications, and construction cost estimates for this project.

2. The DEPARTMENT shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water management plan (SWMP) sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the DEPARTMENT shall require the contractor to file a Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site and to develop if required a Stormwater Pollution Prevention Plan (SWPPP).

3. That prior to the DEPARTMENT's advertising for bids or otherwise authorizing work on said project, the CITY agrees to furnish without cost to the DEPARTMENT all rights-of-way needed for the construction of said project, free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground.

The CITY further agrees that it shall cause the adjustment or relocation of public or private utility facilities occupying the rights-of-way for said project, provided the adjustment or relocation of same is needed to accommodate construction of the project; the CITY further agrees that it shall accomplish said utility adjustment or relocation at the sole

expense of the CITY, except in those cases in which the owner of said utility facility is required by law to assume the cost thereof.

4. The CITY agrees to acquire legal title to said rights-of-way in the name of the CITY; that all such acquisition of rights-of-way shall be carried out and evidenced by written instruments, such as deeds, written easements, condemnation orders or judgements and that the same shall be recorded in the Office of the County Clerk as provided by law. The CITY shall furnish the DEPARTMENT's Office of Land Acquisition with true and correct copies of all written right-of-way instruments and each copy of such instrument shall be certified by the County Clerk as true and correct copy thereof and shall bear the book and page number showing where the same is recorded and the exact date and time of recording thereof. The CITY shall convey to the DEPARTMENT, by deed or easement, all right-of-way acquired for a project located on the State Highway System. The CITY shall defend the title in and to all of such rights-of-way at the sole expense of the CITY; and the CITY hereby agrees to indemnify and save harmless the DEPARTMENT from any and all claims, demands, suits or causes of action, whether the same be at law or in equity, for damages or just compensation or otherwise, arising from or in any way connected with the CITY's acquisition or failure to acquire said lands, or arising from or connected with the construction of the project by the DEPARTMENT upon said lands.

5. The DEPARTMENT agrees that Federal-aid Surface Transportation Program Project Funds shall be used to provide $1,209,390.14(80%) of the total estimated construction costs of $1,511,737.67. The CITY agrees that local funds shall be used to provide their obligation of $302,347.53(20%) of the total estimated cost of $1,511,737.67, which shall be deposited with the DEPARTMENT prior to the advertisement for bids and prior to the end of the current fiscal year.

6. Upon approval of this AGREEMENT and the plans, specifications, and estimates by the Federal Highway Administration, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary manner. It is agreed that the project herein contemplated is proposed to be financed as previously described, and that this AGREEMENT, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder is subject in all things at all times to all Federal laws, regulations, orders, approvals as may be applicable hereto.

7. The CITY and DEPARTMENT agree that final adjustments in the final cost will be made upon completion of the project.

8. The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.

9. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution to this AGREEMENT.

10. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.

11. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of all traffic signal equipment erected and installed pursuant to this agreement and all devices appurtenant thereto and of all street lighting located on the project site.

12. The CITY hereby agrees to periodically review the adequacy of the aforesaid project to insure the safety of the traveling public and should the CITY determine that further modification or improvement be required, the CITY shall take such actions as are necessary to make such modification or improvement. When maintenance and/or operational modifications are required which in the opinion of the DEPARTMENT exceed the capabilities of the CITY's staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.

13. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

14. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal if the traffic signal installation is ten (10) years old or older. If the installation is less than ten years old:

(a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 80% of the original equipment costs only, amortized for a ten (10) year service life for the traffic signal, interest ignored, and assuming straight line of depreciation.

(b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT 80% of the proceeds of such sale.

15. Upon completion of the aforesaid project, the CITY hereby specifically agrees that the CITY assumes any and all financial obligation for the operation of the aforesaid project.

16. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, such a failure will disqualify the CITY from future Federal-aid participation on any Federal-aid project. Federal funds are to be withheld until such time as a traffic engineering staff, satisfactory to the DEPARTMENT has been properly established and functioning, deficiencies in regulations have been corrected, or the traffic operations improvements to be installed under this Agreement are brought to a satisfactory condition of maintenance.

17. The Department agrees that the plans prepared for the construction of this project are fully compliant with the requirements of the Americans with Disabilities Act, (ADA) (29 USC 794). The Department's responsibility for the City's compliance with the ADA shall be limited to this project and other similar projects whose construction plans are furnished by the Department. Integrated compliance planning as required of recipient by 49 CFR § 27.11 for city streets and sidewalks is the exclusive responsibility of the City. Proposed improvements for state highways continued through the corporate limits of the city may be included in the City's comprehensive compliance plans.

IN WITNESS WHEREOF, the Chief Engineer of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name as Chief Engineer of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

The CITY on the _____ day of _____, 2011, and the STATE on the _____ day of _____, 2011.

THE CITY OF NORMAN

BY: _____
Mayor

ATTEST:

_____

APPROVED AS TO FORM AND LEGALITY

BY: _____
City Attorney

_____
Title

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

By: _____
Division Engineer

By: _____
Chief Engineer

APPROVED AS TO FORM AND LEGALITY

BY: _____
General Counsel

RESOLUTION NO. 1112-15

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project No. HSIPY(242)TR, State Job Number 26474(04) by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, _____.

City of Norman

_____
Mayor

ATTEST:

_____
City Clerk

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

_____
City Attorney

PURCHASE REQUISITION NBR: 0000189422

REQUISITION BY: JCLINK
STATUS: DIVISION APPROVAL
REASON: ODOT AGREEMENT
DATE: 7/20/11

SHIP TO LOCATION: PUB WKS- ENGINEERING
SUGGESTED VENDOR: 1514 OKLAHOMA DEPT OF TRANSPORTATIO
DELIVER BY DATE: 8/01/11

1	ODOT CONTRACT COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION, STREET (MAJ	302347.53	EA	1.0000	302347.53

REQUISITION TOTAL: 302347.53

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	050907943161O1	Capital Projects Construction	TR0239 US 77 - Imhoff	100.00	302347.53
					302347.53

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON COUNCIL APPROVAL ON 8-9-11

17-10

City of Norman, OK

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

Master

File Number: K-1112-17

File ID:	K-1112-17	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 18	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$53,616.50	**File Created:**	07/25/2011
File Name:	K-1112-17 ESRI Contract			**Final Action:**	

Title: CONTRACT NO. K-1112-17: AN ENTERPRISE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., (ESRI) TO PROVIDE SOFTWARE SUPPORT FOR THE PLANNING, PUBLIC WORKS, POLICE, PARKS AND RECREATION, AND UTILITIES DEPARTMENTS IN THE AMOUNT OF $53,616.50 PER YEAR FOR A PERIOD OF THREE YEARS.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-17 with ESRI in the amount of $53,616.50 per year for a period of three years; and, if approved, authorize the execution of the contract.

ACTION TAKEN:

_____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 18

Attachments: K-1112-17, ESRI Letter, ESRI Quotation, Requisition 189498

Project Manager: Joyce Green. GIS Service Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1112-17

Body

BACKGROUND: In its September 8, 1992 meeting, City Council approved the purchase of

Arc/Info software from Environmental Systems Research Institute, Inc. (ESRI). This software is the core development and analysis environment for the City's geographic information system (GIS). Over the years, additional licenses of ArcView, ArcEditor, ArcSDE, and ArcIMS were purchased by both GIS Services and other departments as GIS technology was integrated into more of the City's business practices. For 16 years, the City maintained the software with several Annual Software Support Agreements funded by five departments: Planning, Public Works, Police, Utilities, and Parks and Recreation. In 2008 the cost of that agreement was $46,100. In 2009, the City entered into Contract No. K-0809-36 with ESRI for a three year Small Municipal and County Government Enterprise License Agreement (ELA), which costs $50,000 per year shared among the same five departments. This agenda item is a request that the city enter into Contract K-1112-17 with ESRI for another three year term ELA.

DISCUSSION: The ELA is a three year contract which costs $53,616.50 per year and provides unlimited licensing and maintenance of all of ESRI's core GIS software products. The price has increased over the previous ELA, because the City of Norman now has a population of more than 100,000. The cost of the ELA is based on the population of the jurisdiction entering into the ELA with ESRI. This contract will lock in the ELA price for the next three years. The products included in the ELA are as follows:

- ArcInfo®, ArcEditor™, and ArcView®
- ArcGIS desktop extensions (ArcPress™, Spatial Analyst, Network Analyst, 3D Analyst™, Geostatistical Analyst, ArcGIS Publisher, ArcScan™, Maplex® for ArcGIS, and Job Tracking for ArcGIS [JTX™])
- ArcGIS Server (Advanced, Standard, and Basic at the Workgroup and Enterprise levels)
- ArcGIS Server extensions (Network, 3D, and Spatial)
- ArcIMS®
- ArcGIS Engine Runtime deployments (3D, Spatial, Geodatabase Update, Network, Schematics, Data Interoperability, and Maplex)

The ELA includes all of the items covered by traditional Software Support Agreements and has several advantages over Software Support Agreements. One of the most valuable advantages of the ELA is the lower unit cost for software. Under a traditional support agreement, if the City wants to add a seat of ArcView, it costs $1500 per license plus $300 per year for software support. The ELA provides unlimited licensing, which will give the City the flexibility to install covered software products in additional locations without the startup cost. During the term of our first ELA, the City added seats of ArcView and AcrInfo, which would have cost $57,000 for the initial purchase of the software and increased our annual maintenance cost under a traditional software support agreement to $56,900 per year. The ELA cost the City of Norman $70,000 dollars less than a straight software purchase and software support agreement would have cost.

An additional benefit of the ELA, which is not included in traditional Software Support Agreements, is $10,000 dollars of online training courses. ESRI maintains an online campus

that has over 100 courses to choose from. The classes range from beginner to advanced levels. The ELA also includes a 5% discount on instructor led courses offered by ESRI and four complimentary registrations to the annual ESRI Users conference.

Environmental Systems Research Institute, Inc. (ESRI) is the only source of support for ArcGIS software products. Section 8-204(b)(2) of the Code of the City of Norman authorizes the City Council to waive competitive bidding for the purchase of supplies, materials, equipment, or contractual services which can only be furnished by a single dealer or have a uniform price wherever bought. Funds for the Enterprise License Agreement are available in the General Fund in the following Maintenance & Repair Services accounts:

- GIS Services Division of Planning Account: 010-4050-419.42-26 has $33,541.50,
- Parks and Recreation's Account: 010-7070-452.42-26 has $1,200,
- Police Department Account: 010-6015-421.42-26 has $6,025,
- Traffic Division of Public Works Account: 010-5023-429.42-26 has $1,200,
- Engineering Division of Public Works Account: 010-5010-429.42-26 has $2,500,
- Streets Division of Public Works Account: 010-5021-431.42-26 has $2,652,
- Stormwater Division of Public Works Account: 010-5022-431.42-26 has $1,473.

The remaining funds are from the following Enterprise Account:

- Maintenance & Repair Services Account: 031-5530-461.42-26 has $5,025.

RECOMMENDATION: Staff recommends City Council approve Contract No. K-1112-17 Enterprise License Agreement between the City of Norman and Environmental Systems Research Institute, Inc. and authorize the payment for the first year of the contract in the amount of $53,616.50.

esri

July 19, 2011

Ms. Joyce Green
CITY OF NORMAN
201 W GRAY ST STE A
NORMAN, OK 73069

Dear Joyce,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- This ELA contains a limited number of Bing Maps transactions per standard Esri list pricing.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

380 New York Street
Redlands, California 92373-8100 USA

909 793 2853
info@esri.com

esri.com

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.

- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.

- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the signature page of the ELA with a Purchase Order or issue a Purchase Order that references this ELA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.

2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Larry Ambriz

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
227 North Loop 1604 East, Ste 100
San Antonio, TX 78232-1260
Phone: (210) 499-1044 Fax: (210) 499-4112
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 07/19/2011 To: 10/17/2011

Quotation # 20389835

Date: July 19, 2011

Customer # 19285 **Contract #**

CITY OF NORMAN
PLANNING DEPT
201 W GRAY ST STE A
NORMAN, OK 73069

ATTENTION: Joyce Green
PHONE: (405) 366-5467
FAX: 405-366-5379

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement-Year One	53,616.50	53,616.50
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement- Year Two	53,616.50	53,616.50
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement- Year Three	53,616.50	53,616.50

Item Total:	160,849.50
Subtotal:	160,849.50
Sales Tax:	13,270.08
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$174,119.58

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Larry Ambriz **Email:** lambriz@esri.com **Phone:** (210) 499-1044 x8827

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

AMBRIZL

This offer is limited to the terms and conditions incorporated and attached herein.

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
227 North Loop 1604 East, Ste 100
San Antonio, TX 78232-1260
Phone: (210) 499-1044 Fax: (210) 499-4112
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

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CITY OF NORMAN
PLANNING DEPT
201 W GRAY ST STE A
NORMAN, OK 73069

ATTENTION: Joyce Green
PHONE: (405) 366-5467
FAX: 405-366-5379

BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue an invoice for the items included in the above quote in the amount of: $_____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative _____ Date _____

Cindy Rosenthal
Name (Please Print)

Mayor
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Larry Ambriz **Email:** lambriz@esri.com **Phone:** (210) 499-1044 x8827

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If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

AMBRIZL

This offer is limited to the terms and conditions incorporated and attached herein.

SMALL MUNICIPAL AND COUNTY ENTERPRISE LICENSE AGREEMENT (E214-3 04/04/2011)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Municipal and County Enterprise License Agreement ("ELA") is by and between the organization identified in the ELA Quotation ("**Licensee**") and **Environmental Systems Research Institute, Inc.** ("**Esri**"), with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of the signature below or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Purchase Order citing this ELA. This ELA grants Licensee certain rights to use specific Esri Software, Data, Web Services, and Documentation for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA.

This ELA is composed of (i) this signature page and the ELA Terms and Conditions, (ii) Exhibit 1—Scope of Use (E300), (iii) Exhibit 2—Training Addendum (E207SET), and (iv) the ELA Quotation, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise the ELA, the order of precedence for the documents shall be as follows: (i) this signature page and the ELA Terms and Conditions, (ii) Exhibit 1—Scope of Use (E300), (iii) Exhibit 2—Training Addendum (E207SET), and (iv) the ELA Quotation. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of the ELA with respect to the training courses. Licensee agrees that additional terms and conditions in any Licensee Purchase Order or addendum will not apply, and the terms of this ELA will govern.

ENTERPRISE SOFTWARE SCHEDULE

Unlimited Quantities

Desktop Software and Extensions
ArcInfo
ArcEditor
ArcView
ArcGIS Desktop Extensions: 3D Analyst, Spatial Analyst, Network Analyst, Geostatistical Analyst, ArcScan for ArcGIS, ArcGIS Publisher, Maplex for ArcGIS, Schematics, and ArcGIS Workflow Manager

Server Software and Extensions
ArcGIS Server Workgroup or Enterprise (Advanced, Standard, and Basic)
ArcIMS
ArcGIS Server Extensions: 3D, Schematics, Geostatistical, ArcGIS Workflow Manager, Network, Image, and Spatial

Developer
ArcGIS Engine Runtime
ArcGIS Engine Runtime Extensions: 3D, Spatial, Geodatabase Update, Network, Schematics, and Maplex

Limited Quantities
One Annual Subscription to Esri Developer Network (EDN)

OTHER BENEFITS

Number of Esri International User Conference Registrations provided annually	4
Number of Tier 1 Help Desk Individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Virtual Campus Annual User License allowance	10,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Additional sets of backup media may be purchased.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Software. Except as provided in Section 9.1 Future Versions/Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Licensee may accept this ELA by signing and returning it with an authorizing Purchase Order that matches the ELA Quotation, references the ELA, and includes the following statement on the face of its Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE PURCHASE ORDER WILL NOT APPLY."**

Licensee will return this ELA and its Purchase Order to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mail it to service@esri.com; or fax it to 909-307-3083.

ACCEPTED AND AGREED:
CITY OF NORMAN
(Licensee)

By: _____
Signature

Printed Name: Cindy Rosenthal

Title: Mayor

Date: _____

Esri EIN Number: **95-2775732**

Licensee Contact Information

Contact Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

ELA Quotation Number: 20389835

Esri Contract Number: 2011SGE5752

Customer Service Manager, July 20, 2011
Tina Skousen

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 8/1/11

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes licensed under this ELA.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Software (and related key codes/registration files) or its having been redistributed and installed by Licensee on Licensee's hardware.
- "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Licensee for the Enterprise Software.
- "ELA Quotation" means the Esri quote form provided to Licensee for the Small Municipal and County ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Software" means the items identified in the Enterprise Software Schedule on page 1 of this ELA.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Software provided to Licensee by Esri under this ELA.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- "Software" means the actual copy of all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License" means licenses provided for use during a fixed or limited time period concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.
- "Web Services" means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet, excluding Virtual Campus.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Software is licensed and not sold. Esri and its licensors own the Enterprise Software and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Software from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this ELA including the right to change and improve Web Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to

a. Use, copy, and Deploy quantities of Enterprise Software as defined in the Enterprise Software Schedule of this ELA for Licensee's own internal use for a term concurrent with this ELA.
b. Deploy one subscription of the Esri Developer Network for use by a single named developer for the term of this ELA.
c. Access and use any secure Esri website resources made available to Licensee for Licensee's internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.
d. Use Enterprise Software in accordance with Exhibit 1—Scope of Use (provided that all licenses are Term Licenses).

3.2 Consultant Access. Subject to section 3.1, Licensee may provide access to the Enterprise Software to any consultant or contractor of Licensee, provided consultants' and contractors' use is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Software from Licensee's on-site computers or machines, or (iii) remotely accessing or using Enterprise Software from a third party's computers or machines under contract to Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise Software upon completion of work for Licensee.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

a. Licensee may install and store the Software, Data, and Documentation on electronic storage device(s).
b. Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee

shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensor(s): "Portions of this document include intellectual property of Esri and its licensor(s) and are used herein under license. Copyright © [*Insert the actual copyright date(s) from the source materials*] Esri and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share the Enterprise Software. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to the Enterprise Software. Licensee shall not use Enterprise Software for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service).
b. Except as provided herein, Licensee shall not redistribute the Software to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs.
c. Licensee shall not reverse engineer, decompile, or disassemble the Enterprise Software, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measures that control access to, or use of, the Enterprise Software.
e. Except as provided herein, Licensee shall not redistribute the Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties.
f. Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
g. Licensee shall not remove or obscure any Esri or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Enterprise Software.
h. Licensee shall not unbundle individual or component parts of the Software or Data for independent use.
i. Hard-copy Documentation may not be copied.
j. Licensee shall not use, transfer, redistribute, or Deploy Enterprise Software outside the United States.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The term of the ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software Deployed shall be concurrent with the term of this ELA. No indefinite or perpetual license grants are provided with this ELA.

5.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, all Enterprise Software Deployed shall terminate. Licensee shall cease access and use of Web Services and clear Web Services client-side data cache and cease use, uninstall, remove, and destroy all Deployed Software, Data, and Documentation and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided for in this Article 6, Esri warrants that the unmodified Software will substantially conform to the published Documentation and the media upon which the Software is provided, if any, will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

6.2 Data and Web Services Disclaimer. The Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensor(s) do not warrant that the Data and Web Services will meet Licensee's needs or expectations, that the use of the Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensor(s) are not inviting reliance on this Data or Web Services, and Licensee should always verify actual Data or Web Services.

6.3 Special Disclaimer. SAMPLES, PATCHES, AND HOT FIXES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, PATCHES, AND HOT FIXES.

6.4 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

6.5 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT THE ENTERPRISE SOFTWARE WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.6 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) repair,

correction, or a workaround for the Software subject to the Esri Maintenance Program found at www.esri.com/legal /maintenance.html or (ii) return of the license fees paid by Licensee for the Software or Documentation that does not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software or Documentation and executes and delivers evidence of such actions to Esri.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI AND ITS LICENSOR(S) SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; OR LOSS OF ANY GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF THE ENTERPRISE SOFTWARE, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR ENTERPRISE SOFTWARE PURSUANT TO THIS ELA.

7.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its fees and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software infringes a US patent, copyright, or trademark provided

a. Licensee promptly notifies Esri in writing of the claim;
b. Licensee provides documents clearly describing the allegations of infringement;
c. Esri has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
d. Licensee cooperates fully in the defense of the claim.

8.2 If the Software is found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or (ii) modify the allegedly infringing elements of the Software while maintaining substantially similar software functionality or data/informational content. If neither alternative is commercially reasonable, the infringing items shall be returned to Esri, the license shall terminate, and Licensee shall uninstall the infringing items. Esri's entire liability shall then be to indemnify Licensee pursuant to section 8.1 and to refund a portion of the fees paid by Licensee in the current fee payment period. The refund will be calculated for the time remaining for the fee payment period, starting from the notice date of infringement to the end of the fee payment period.

8.3 Esri shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement of the Software by (i) the combination of or integration with a product, process, or system not supplied by Esri; (ii) material alteration by anyone other than Esri or contractors acting on behalf of Esri; (iii) use after Licensee has been notified of possible infringement; or (iv) use after modifications are provided or a return is ordered by Esri under section 8.2.

8.4 In no event shall the indemnification set forth in this Article 8 apply to any Samples provided hereunder.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Versions/Updates. Esri retains the right to add items to the Small Municipal and County Enterprise program suite. As new Enterprise Software is incorporated into the standard program, it will be offered to Licensee via written notice for incorporation into the Enterprise Software Schedule at no additional charge. New or updated Enterprise Software may require additional or revised terms and conditions. Terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the additional terms or revisions to Licensee in writing or by posting them on Esri's website at www.esri.com/legal. The additional terms or revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Software. Should Licensee reject the additional terms or revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release the Enterprise Software, in whole or in part, to (i) any US embargoed country (or to a national or resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity to which such export or reexport violates any US export control laws or regulations including, but not limited to, the terms of any export license or license exemption and any amendments and supplemental additions to US export laws as they may occur from time to time.

9.3 Taxes and Fees. Sales or use taxes for the fees quoted are as required by law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding upon the respective successors and assigns of the parties to this ELA.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, a party shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at www.esri.com/legal) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Web Services.

a. Tier 1 Support Provided by Licensee

   (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
   (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
   (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
   (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
   (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
   (6) Tier 1 Help Desk individuals identified by Licensee are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri

   (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
   (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
   (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
   (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals.
   (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the user.

   Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

c. No Software other than the defined Enterprise Software will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Software) outside of this ELA.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Purchase Orders, Delivery, and Deployment

a. Licensee shall issue a Purchase Order upon execution of the ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA. Esri's Federal ID Number is 95-2775-732.
b. Upon receipt of the initial Purchase Order from Licensee, Esri shall authorize download of the Enterprise Software to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Purchase Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
c. Esri shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise Software to operate.
d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Software.

11.2 Purchase Order Requirements

a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
b. The following information shall be included in each Purchase Order:

   (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
   (2) Purchase Order number
   (3) Applicable annual payment due

(4) On the face page of its Purchase Order (or ordering document), Licensee shall insert a reference to the ELA and the following statement: "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE PURCHASE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of the ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Web Services as Enterprise Software under this ELA. In addition, such Software, Data, Web Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. Esri's Product Life Cycle Support Policy, available at help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf, defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at http://resources.arcgis.com/content/product-life-cycles.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and condition and pricing then in effect and based on Licensee's then current population count.

ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of the ELA with respect to the training courses.

EXHIBIT 1
SCOPE OF USE
(E300 03/29/2011)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
  - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
  - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
  - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
  - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
  - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
    - Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
  - ArcGIS for INSPIRE (7, 8, 33, and 35)
  - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
  - ArcGIS Server Image Extension (7, 8, and 42)
  - ArcGIS Server Image Extension Service Editor (1)
  - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
  - Desktop (1 and 25)
  - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
  - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
  - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
  - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
  - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- File Geodatabase API
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
  - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
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29. Software can only be used with SQL Server 2005/2008 Express.
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38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
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43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.

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EXHIBIT 2
TRAINING ADDENDUM
(E207SET 3/11)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (http://training.esri.com). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

- When a Student's place in class is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Should a Student substitution occur without three (3) business days' notification, an additional nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center class to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a class provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full Student Seat fee.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.

- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 7—WARRANTY

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

7.2 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE TRAINING IS ERROR FREE.

ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

City of Norman, OK

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

Master

File Number: R-1011-126

File ID:	R-1011-126	**Type:**	Resolution	**Status:**	ATS Review
Version:	1	**Reference:**	Item No. 19	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	05/10/2011
File Name:	R-1011-126 Campus Crest 2025			**Final Action:**	

Title: RESOLUTION NO. R-1011-126: 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-1011-14**, SO AS TO PLACE A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE OFFICE DESIGNATION AND REMOVE THE SAME FROM THE MEDIUM DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1011-126, Land Use Plan Amendment No. LUP-1011-14; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 19

Attachments: R-1011-126, LUP-1011-14, Campus Crest 2025 Location Map, Campus Crest 2025 Staff Report, 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

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	06/09/2011	Recommended for Adoption at a subsequent City Council Meeting	City Council			Pass
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council					
1	Planning Commission	06/09/2011					

Text of Legislative File R-1011-126

Body

SUMMARY OF REQUEST: The applicants, Shannon O'Moore and Campus Crest Development, request amendment of the Norman 2025 Land Use and Transportation Plan from Medium Density Residential Designation to Office Designation. The applicant proposes to expand the office portion of the previously approved 27 acre office/residential development. They wish to develop a new multi-family apartment complex and 4 office buildings to the west of the apartment area.

STAFF ANALYSIS: The 2025 Plan identifies two criteria that should be addressed before a land use change is approved. The first is that there must be ***a change in circumstances resulting from development of properties in the general vicinity.*** The recent expansion of additional residential developments and a commercial development to the south of this parcel increase the prospect for various uses, including the potential need for additional professional office uses. In addition, the proximity to Highway No. 9 creates easy access for offices and residents. The second criteria states that the ***proposed change would not result in adverse land use or traffic impacts to surrounding properties.*** The area is already designated for multi-family and office use from the previously approved Victory Park PUD, which was approved in June of 2010. Two additional office lots represent a minor net increase in the amount of land designated for office use within this development. Office uses do not create a substantial increase in the amount of traffic compared to apartments and will not adversely impact the abutting area, which is largely vacant at this time.

STAFF RECOMMENDATION: This request for additional office area is a minor change to the already approved use for the area, and meets the criteria identified in the 2025 Plan. Staff recommends adoption of this Land Use Plan amendment. No protests were filed on the accompanying rezoning request. By unanimous vote, the Planning Commission recommended that this amendment be approved at their June 9, 2011 meeting.

R-1011-126
LUP-1011-14

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-1011-14**, SO AS TO PLACE A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE OFFICE DESIGNATION AND REMOVE THE SAME FROM THE MEDIUM DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9)

§ 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and

§ 2. WHEREAS, the City Council at its meeting of December 19, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan; and

§ 3. WHEREAS, Shannon O'Moore, L.L.C., and Campus Crest Development, have requested that the following described property be moved from the Medium Density Residential Designation and placed in the Office Designation, to wit:

A tract of land in the Southwest Quarter of Section 9, Township 8 North, Range 2 West, of the Indian Meridian Norman, Cleveland County, Oklahoma more particularly described as follows:

COMMENCING at the NW/C of Lot 1, Block 1, 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 225.73 feet;
THENCE, North 00°15'19" East along said West line a distance of 659.88 feet;

Said tract contains an area of 4.02 acres, more or less.

R-1011-126
LUP-1011-14

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

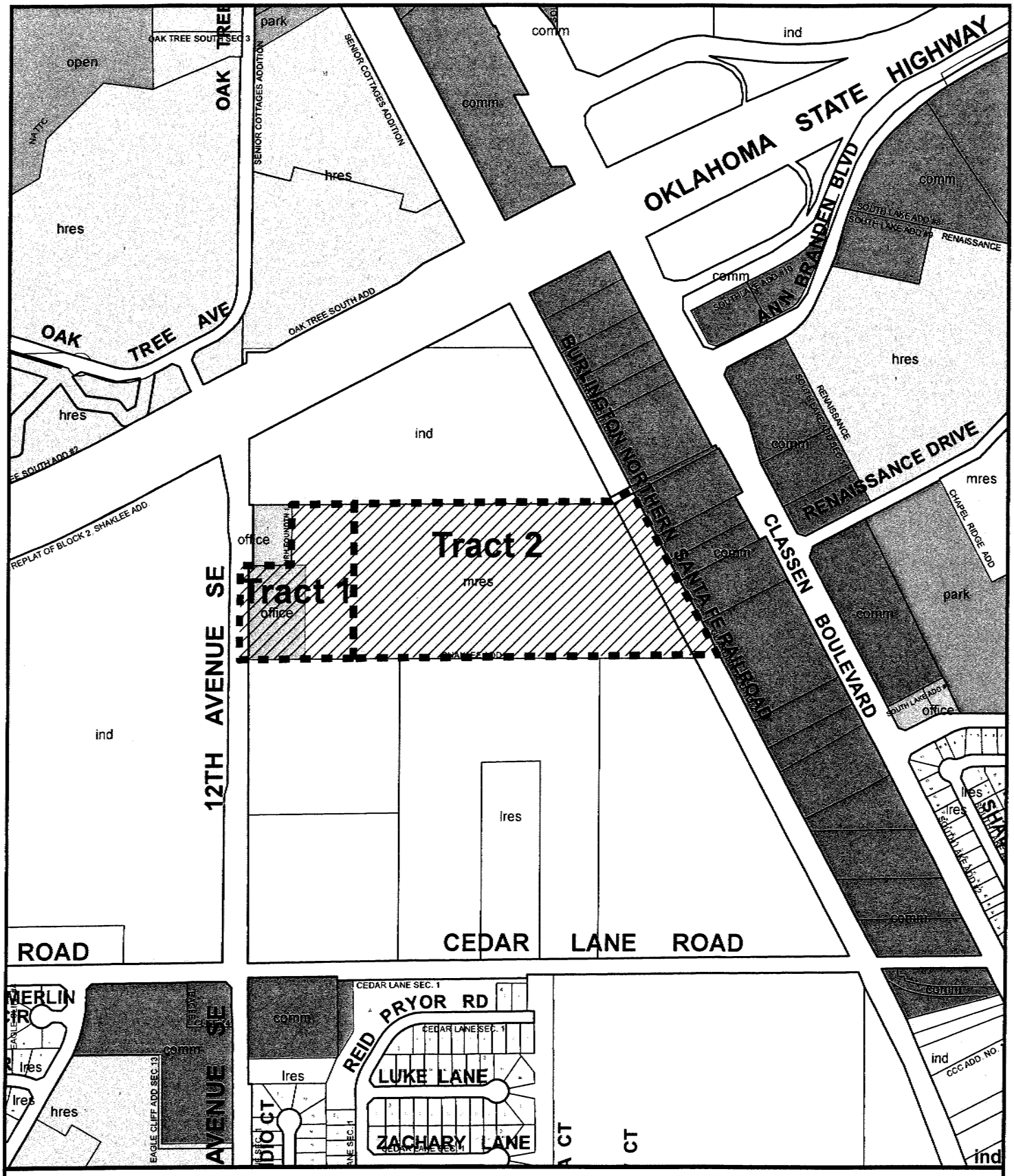
§ 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration, has determined that the requested amendment is compatible with the adopted NORMAN 2025 Land Use and Transportation Plan and does hereby approve the requested amendment.

PASSED and ADOPTED this _____ day of _____, 2011.

ATTEST:

_____
Mayor

_____
City Clerk



Norman 2025 Land Use Plan

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.

May 12, 2011

0 300 600 Ft.

N W E S

19-3

RESOLUTION NO. R-1011-126 ITEM NO. 7a

STAFF REPORT

ITEM: Shannon O'Moore, L.L.C. and Campus Crest Development, owners of the hereinafter described property, have requested amendment of the Norman 2025 Land Use and Transportation Plan from Medium Density Residential Designation to Office Designation, for property generally located 910 feet south of the intersection of State Highway No. 9 on the east side of 12th Avenue S.E. A companion rezoning request will amend an existing PUD, Planned Unit Development

SUMMARY OF REQUEST: The applicants, Shannon O'Moore and Campus Crest Development, own a 27 acre tract of land on which they propose to develop a new multi-family apartment complex and 4 office buildings to the west of the residential area. The applicant requests amendment of the Norman 2025 Land Use and Transportation Plan from Medium Density Residential Designation to Office Designation. The applicant proposes to expand the office portion of the previously approved office/residential development.

STAFF ANALYSIS: The 2025 Plan identifies two criteria that should be addressed before a land use change is approved. The first is that there must be "a change in circumstances resulting from development of properties in the general vicinity." The recent addition of additional residential developments and a commercial development to the south of this parcel increase the prospect for various uses, including the potential need for additional professional office uses. In addition, the proximity to Highway No. 9 creates easy access for offices and residents. The second criteria states that the "proposed change would not result in adverse land use or traffic impacts to surrounding properties." The area is already designated for multi-family and office use from the previously approved Victory Park PUD, which was approved in June of 2010. The increase of two additional office lots represents a minor increase of slightly more than one acre. Office uses do not create a substantial increase in the amount of traffic compared to apartments and will not adversely impact the abutting area, which is largely vacant at this time.

STAFF RECOMMENDATION: This request for additional office area is a minor change to the already approved use for the area. Staff is able to support this request, and recommends adoption of this Land Use Plan amendment.

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: O-1011-59

File ID: O-1011-59 **Type:** Zoning Ordinance **Status:** Non-Consent Items

Version: 1 **Reference:** Item No. 20 **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: ORDINANCE NO. 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)

ACTION NEEDED: Motion to adopt Ordinance No. O-1011-59 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt Ordinance No. O-1011-59 upon Final Reading as a whole.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 20

Attachments: O-1011-59 Campus Crest, Campus Crest Prelim Site Plan, Campus Crest Location Map, Campus Crest Rezoning Staff Report, Campus Crest Addition PUD Rev 8-3-11.pdf, Campus Crest Exhibit F, 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

Ver-sion:	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					
1	City Council	07/26/2011	Introduced and adopted on First Reading by title only				
	Action Text:	Introduced and adopted on First Reading by title only					
1	City Council	07/26/2011					

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: This property is currently zoned PUD for multi-family development (18 units/acre) and offices. The applicant is requesting to expand the office development from two to four buildings for approximately six acres and developing the remaining approximately twenty-one acres as multi-family residential. The open space has increased from 14% open space to 30% open space. 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. The PUD allows ground signs within the office area with a five-foot setback requirement, and will 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.

Tract 1 – Office 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 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.

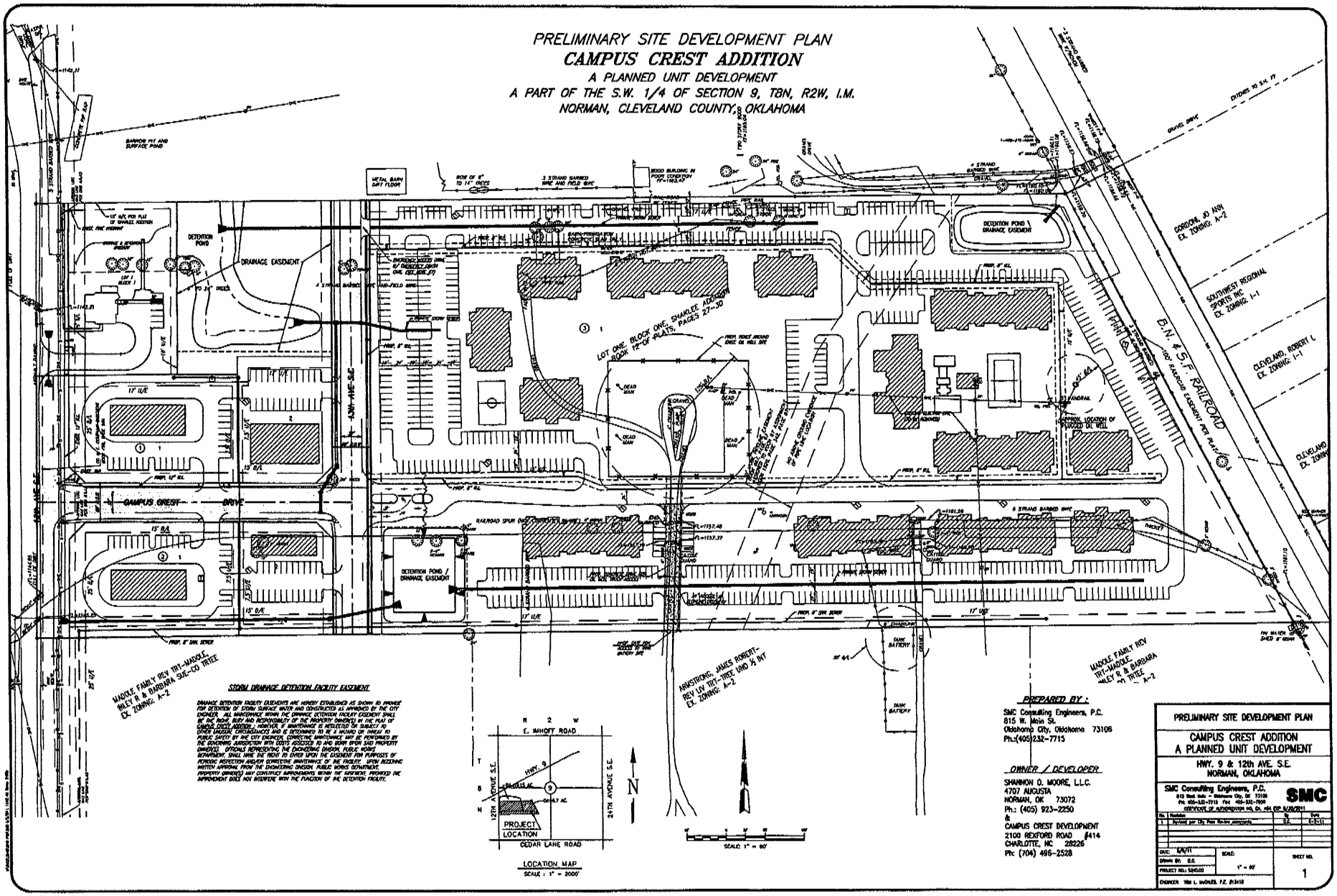
_____
(Mayor)

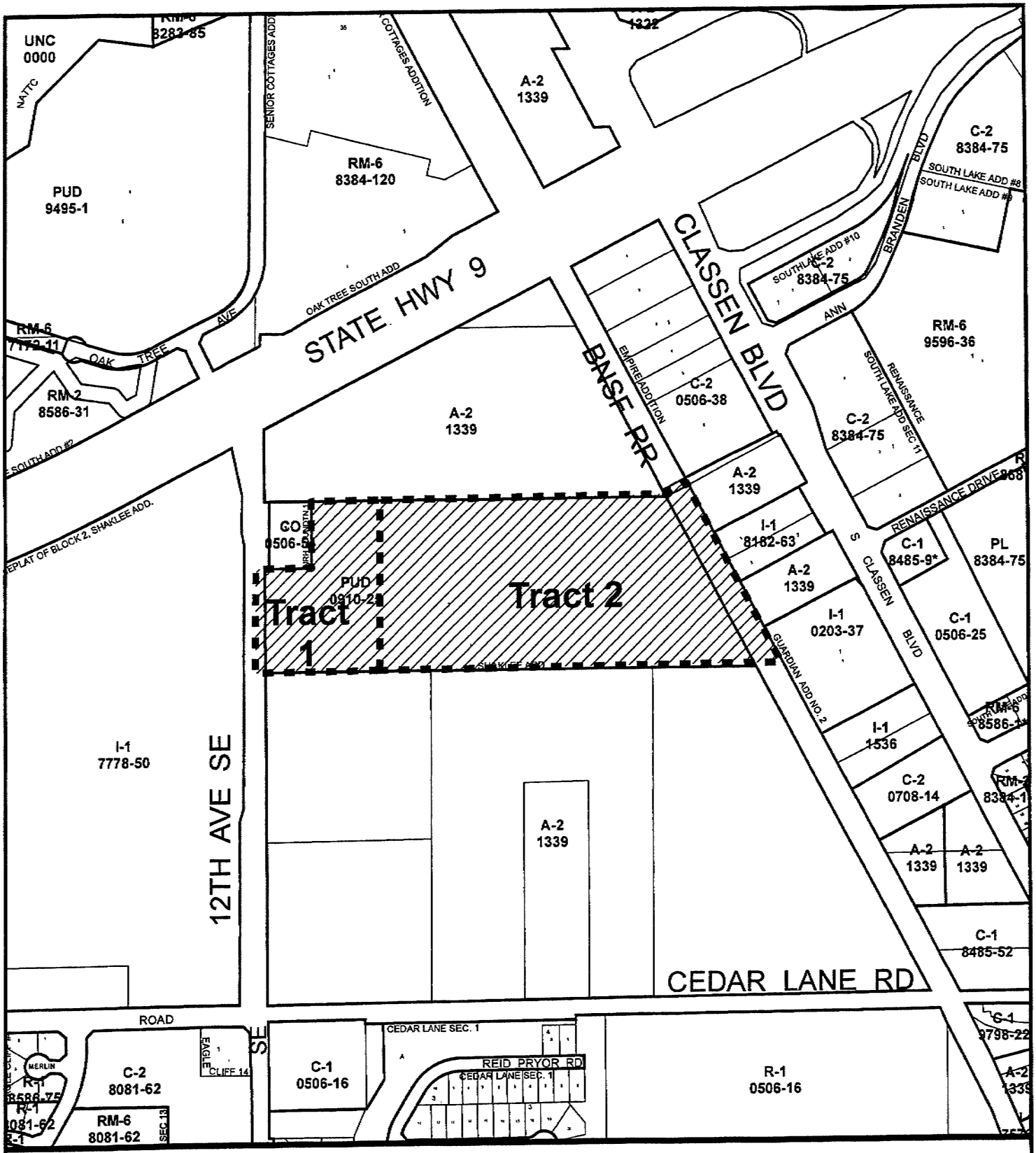
ATTEST:

_____
(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
DETENTION POND
DRAINAGE EASEMENT
DETENTION POND / DRAINAGE EASEMENT
LOT ONE, BLOCK ONE, SHAKLEE ADDITION BOOK 12 OF PLATS, PAGES 27-30
CAMPUS CREST DRIVE
B.N. & S.F. RAILROAD
GORDONI, JO ANN EX. ZONING: A-2
SOUTHWEST REGIONAL SPORTS INC EX. ZONING: I-1
CLEVELAND, ROBERT L EX. ZONING: I-1
MADDLE FAMILY REV TRT-MADDLE, INLEY R & BARBARA SUE-CO TRTEE EX. ZONING: A-2
ARMSTRONG, JAMES ROBERT-REV LIV TRT-TREE UND ½ INT EX. ZONING: A-2
STORM DRAINAGE DETENTION FACILITY EASEMENT
E. IMHOFF ROAD
12TH AVENUE S.E.
24TH AVENUE S.E.
HWY. 9
PROJECT LOCATION
CEDAR LANE ROAD
LOCATION MAP
SCALE : 1" = 2000'
SCALE: 1" = 60'
PREPARED BY :
SMC Consulting Engineers, P.C.
815 W. Main St.
Oklahoma City, Oklahoma 73106
Ph.:(405)232-7715
OWNER / DEVELOPER
SHANNON D. 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
PRELIMINARY SITE DEVELOPMENT PLAN
CAMPUS CREST ADDITION
A PLANNED UNIT DEVELOPMENT
HWY. 9 & 12th AVE. S.E.
NORMAN, OKLAHOMA
SMC Consulting Engineers, P.C.
SMC
SHEET NO.
1



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
Revised 3 August 2011

PREPARED BY:

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

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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 are 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 comply 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 O-1, Office-Institutional 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 O-1, this area of the Addition also allows for the Special Use of 22:422.9.3(c) and (f), 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. Rear 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 resident 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.

3. Temporary Sales Office for Residential District

The lots in this Office District may also be used as a location for a temporary sales office for the marketing and leasing of the Residential District properties. Such offices may be in the form of temporary mobile trailer modules. The temporary offices may not be installed before Planning Commission approval of the final plat for the project. The temporary offices may only be used for up to one year after the final plat is approved, with one extension allowed as long as progress continues toward completion of the main permanent leasing office in the Residential District. The temporary offices shall be removed when the Residential District clubhouse is completed. The site of the temporary sales offices shall be returned to the condition they were generally in prior to the installation of the temporary offices (no trash, signs or temporary pavement). Access to the temporary sales office may be directly off 12th Avenue, but will be relocated to Campus Crest Drive once construction of that roadway is completed. Signage shall be governed as addressed elsewhere herein, with the only exception being that temporary banner signage may be used for the temporary sales offices. The site plan for such temporary sales is as shown on attached **EXHIBIT F**.

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 sign 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 abuts 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 full-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.**

EXHIBIT A

Proposed Preliminary Plat

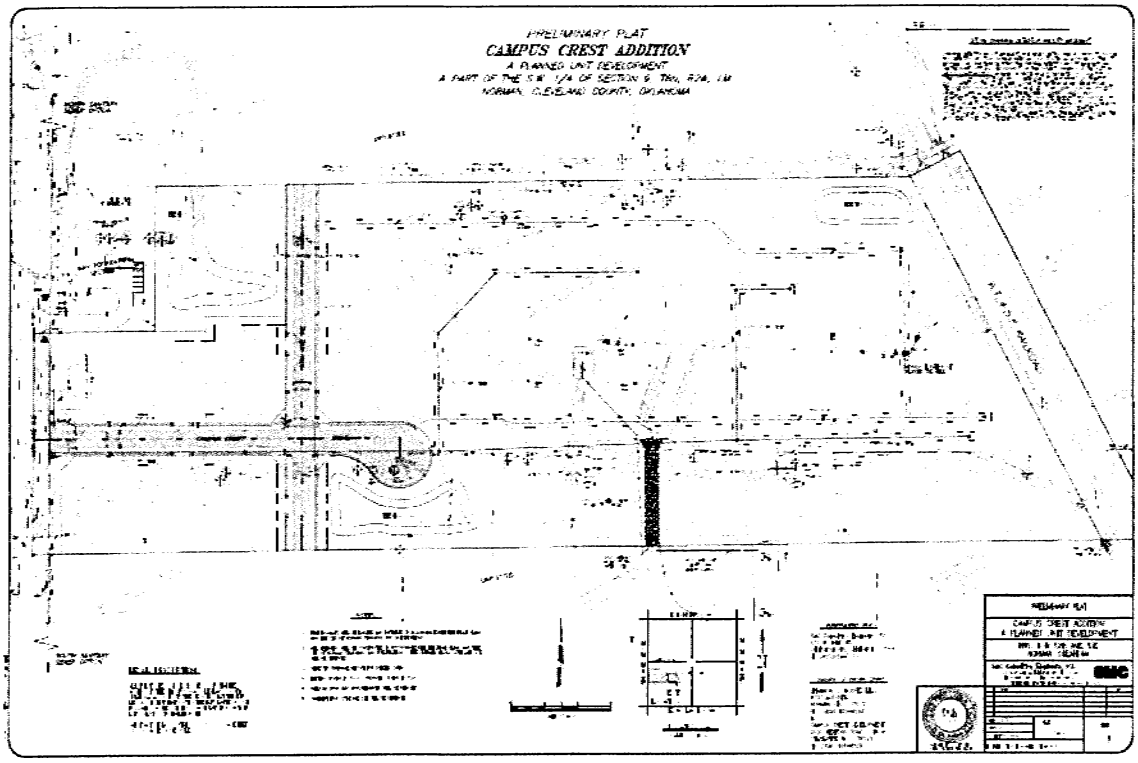


EXHIBIT B

Proposed Preliminary Site Development Plan

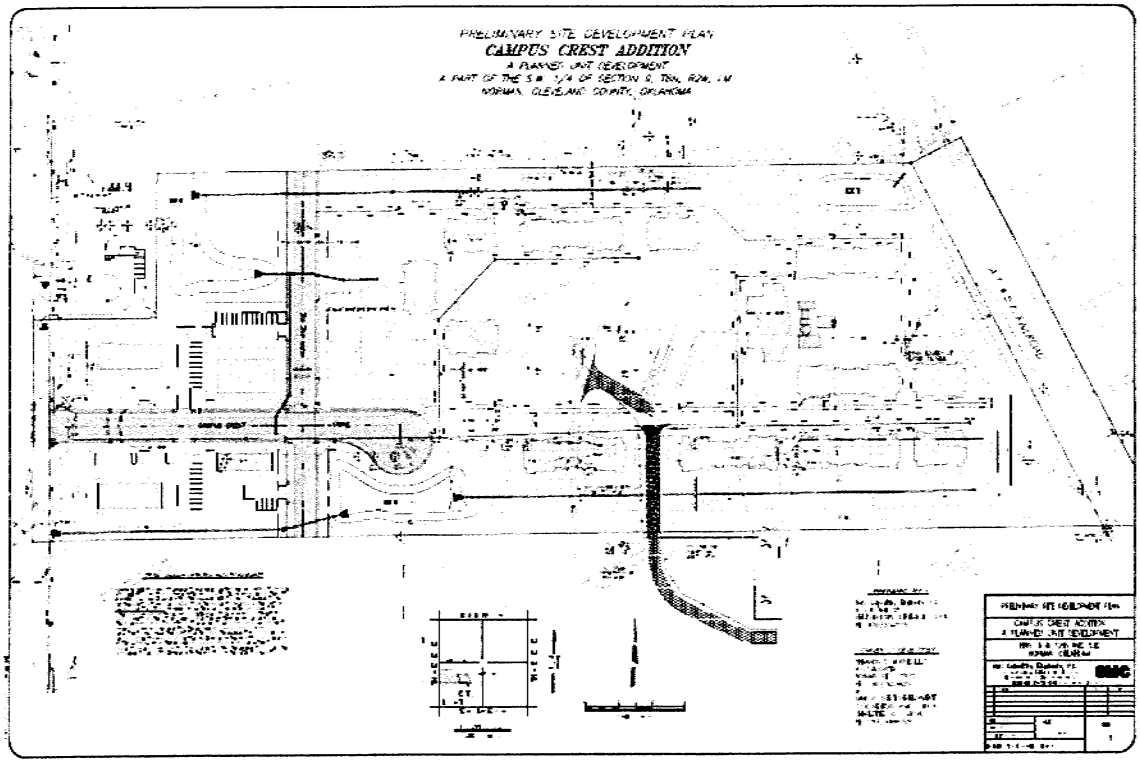


EXHIBIT C
Proposed Open Space Areas

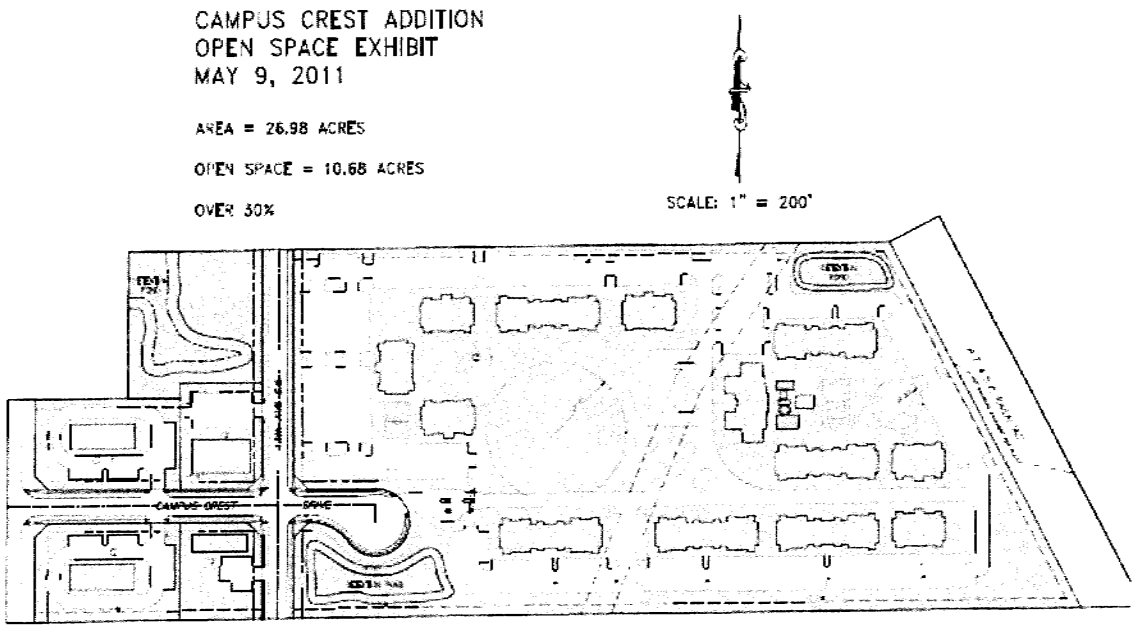


EXHIBIT D
Proposed Phasing Plan

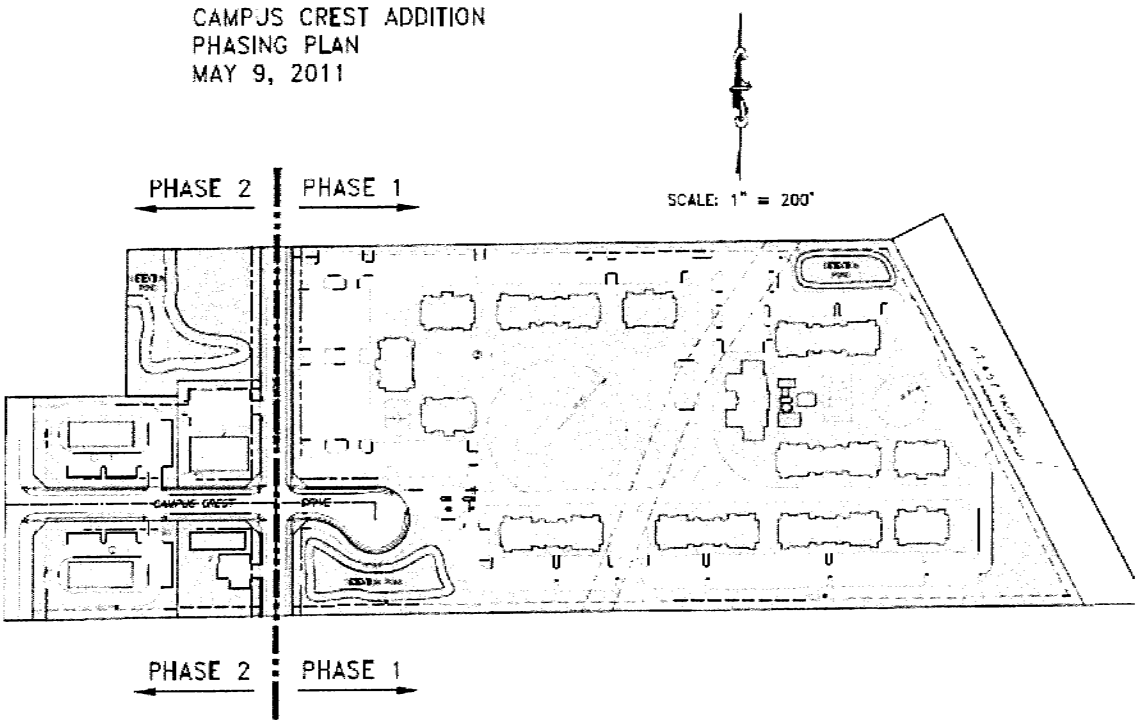


EXHIBIT E
Proposed Oil Well Site Plan

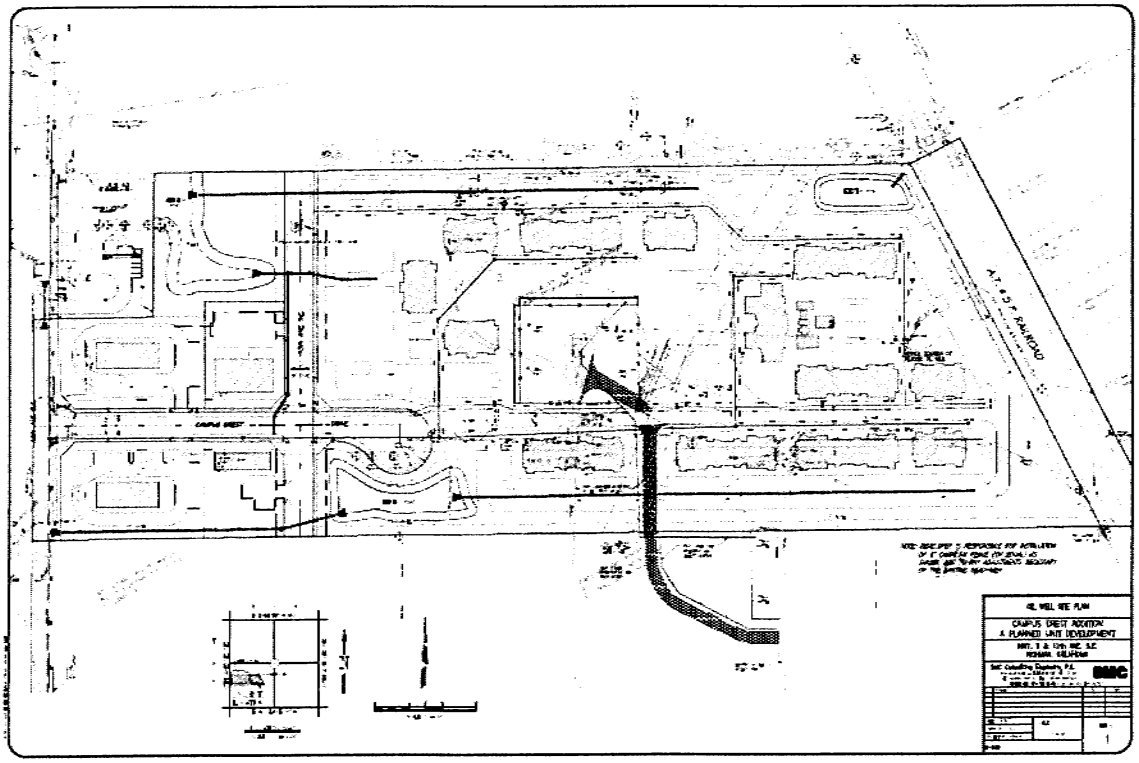
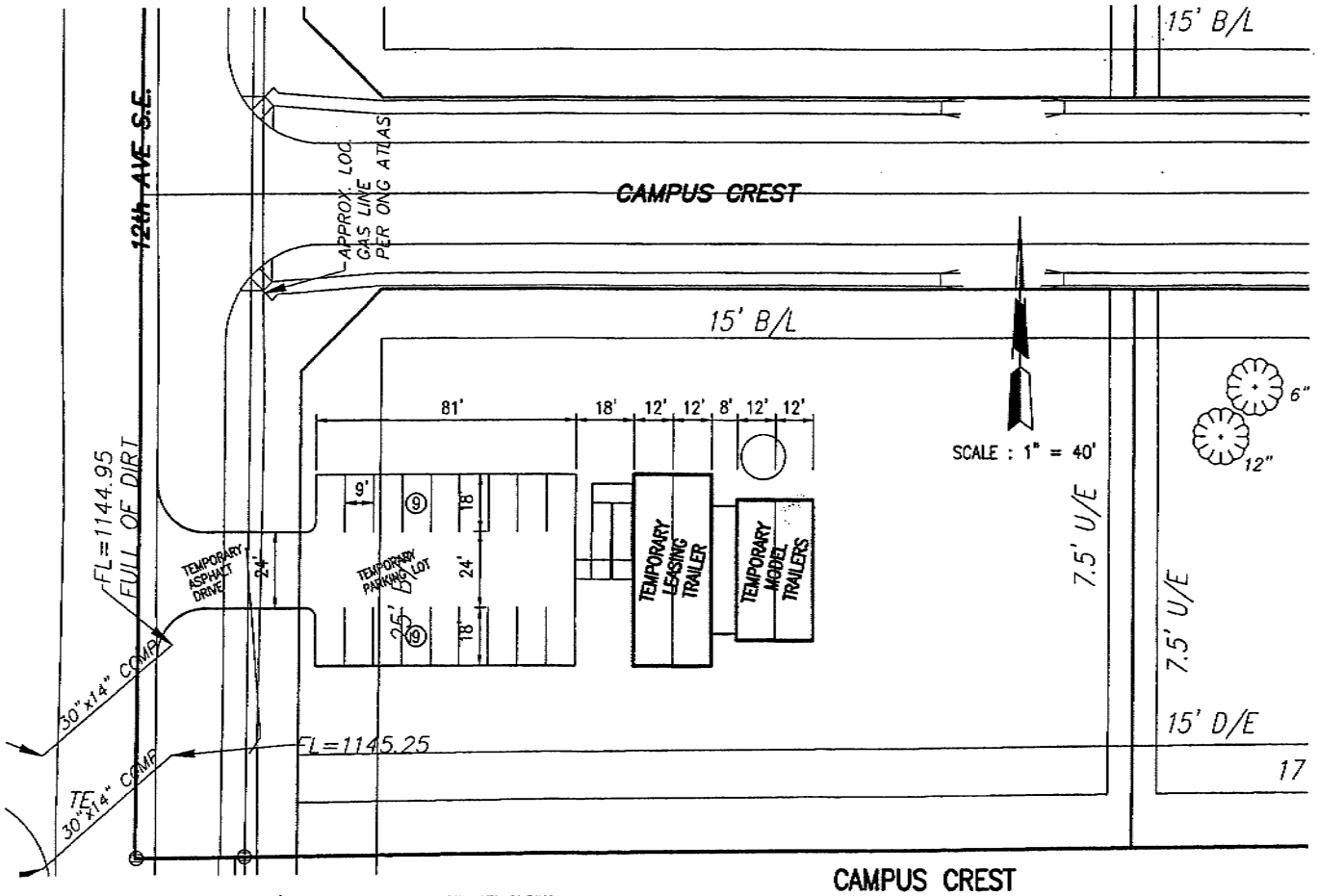


EXHIBIT F
Temporary Sales Office Site Plan



NOTE : THIS IS A TEMPORARY LEASING/MODEL TRAILER AREA TO BE USED DURING CONCURRENT CONSTRUCTION OF THE CAMPUS CREST PROJECT. IT WILL BE REMOVED WHEN THE PERMANENT CLUBHOUSE/LEASING OFFICE IS COMPLETED.

CAMPUS CREST
SITE PLAN FOR
TEMPORARY LEASING/MODEL TRAILER AREA
JULY 26, 2011

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: PP-1011-24

File ID: PP-1011-24 **Type:** Preliminary Plat **Status:** Consent Item

Version: 1 **Reference:** Item No. 21 **In Control:** City Council

Department: Public Works Department **Cost:** **File Created:** 05/10/2011

File Name: Campus Crest Prelim Plat **Final Action:**

Title: CONSIDERATION OF A PRELIMINARY PLAT FOR CAMPUS CREST ADDITION, A PLANNED UNIT DEVELOPMENT, AND WAIVER OF ALLEY REQUIREMENTS FOR THE COMMERCIAL PROPERTY. (GENERALLY LOCATED ON THE EAST SIDE OF 12TH AVENUE S.E. BETWEEN CEDAR LANE ROAD AND HIGHWAY 9).

ACTION NEEDED: Motion to approve or reject the preliminary plat and waiver of alley requirements for Campus Crest Addition, a Planned Unit Development.

ACTION TAKEN: _____

Notes: August 9, 2011, City Council Agenda

Agenda Date: 08/09/2011

Agenda Number: 21

Attachments: Traffic Table, Campus Crest Location Map, Campus Crest Prelim Plat Staff Report, Campus Crest Prelim Plat, Campus Crest Prelim Site Plan, Campus Crest Oil Well Site Plan, Campus Crest Alley Waiver, Predevelopment Summary Campus Crest, Greenbelt Comments Campus Crest, Campus Crest GES, PC Minutes Campus Crest

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	06/06/2011	Recommended for Adoption at a subsequent City Council Meeting	City Council			
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council					
1	Planning Commission	06/09/2011					

Text of Legislative File PP-1011-24

body

BACKGROUND: This item is a preliminary plat for Campus Crest Addition, a Planned Unit Development, a Replat of Lot 1, Block 1, Shaklee Addition and is generally one-quarter of a mile north of Cedar Lane Road on the east side of 12th Avenue SE. This property consists of 27 acres; a total of 244 residential units; four (4) office commercial lots; and three (3) common areas. Currently there is an active oil well within the property. The owner of the property and the owner of the oil well have worked out an arrangement/agreement on future accessibility, fencing and operation of electrical lines and oil lines and other procedures in developing around the existing oil well site.

The Norman Board of Parks Commissioners, at their meeting of June 2, 2011, recommended parkland fee in lieu of land.

Planning Commission, at its meeting of June 9, 2011, recommended approval of the request to amend the NORMAN 2025 Land Use and Transportation Plan from Medium Density Residential Designation to Office Designation on a portion of the property in the Planned Unit Development known as Victory Park Addition. Campus Crest Addition is very similar to Victory Park Addition; however it contains more commercial office area and less residential area.

DISCUSSION: The mixed-use Planned Unit Development in this preliminary plat proposes the following uses:

34,920 square feet of office buildings
244 apartment units
10.68 acres of storm water detention and open space/green space

The mixed-use office and residential developments in this preliminary plat are expected to generate approximately 195 trips during the AM peak hour, 257 trips during the PM peak hour, and 2,083 trips per average weekday. The traffic capacity on the affected roadways exceeds the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated on these facilities. Traffic table attached hereto.

Because of the development's size and traffic generation potential, the applicant was required to conduct a comprehensive traffic impact analysis. The study was completed by Traffic Engineering Consultants, Inc., and was submitted in May, 2011.

The area surrounding the proposed development is experiencing significant growth, predominantly residential in nature. Previous traffic studies submitted with those plats have identified the need to improve the 12th Avenue SE intersections with Cedar Lane Road and with State Highway 9. Traffic impact fees have already been established for these

improvements and projects have been included in the City's 5-year Capital Improvement Plan. This development will be required to fund a portion of the cost of these projects based on its trip generation potential. Additionally, improvements in the form of a new traffic signal with roadway widening to provide a southbound exclusive left-turn lane will be required at the intersection of 12th Avenue SE and Campus Crest Drive. This development will also be required to fund a portion of the cost of the 12th Avenue SE and Campus Crest Drive intersection improvements based on its trip generation potential.

Traffic impacts associated with this development will be mitigated with the various transportation improvement projects already planned for the area and the proposed widening and signalization of the 12th Avenue SE and Campus Crest Drive intersection. Developer share of the estimated $50,000 cost for improvements to the 12th Avenue SE intersection with State Highway 9 are $4,810 which equates to a traffic impact fee of $18.72 per PM peak hour trip for the improvements to this intersection. Developer share of the estimated $500,000 cost for improvements to the 12th Avenue SE intersection with Cedar Lane Road are $20,000 which equates to a traffic impact fee of $77.82 per PM peak hour trip for the improvements to this intersection. Developer share of the estimated $250,000 cost for improvements to the 12th Avenue SE intersection with Campus Crest Drive are $41,667 which equates to a traffic impact fee of $162.13 per PM peak hour trip for the improvements to this intersection. All improvement costs assume that no Federal funding will be secured for the various projects. Total costs for off-site improvements attributable to this development are $66,477. Total traffic impact fees to be collected with the filing of final plats for the Campus Crest Addition to improve all three intersections are $258.67 per PM peak hour trip.

Public improvements for this property consist of the following:

Alley. Planning Commission, at its meeting of June 9, 2011, recommended approval for the waiver of the alley requirements for the commercial office lots. Adequate circulation has been provided and the alley would not function with the configuration of the office-designated property.

Fire Hydrant. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

Sanitary Sewers. Sanitary sewer mains will be constructed in accordance with approved plans and City and Oklahoma Department of Environmental Quality standards. A sanitary sewer main will be installed off plat to an existing system located west of 12th Avenue SE and north of Cedar Lane Road. Staff has evaluated the system. The interceptor lines do have capacity to include this property. However, an off-site easement will be required from the adjacent property owner before the sewer line could be installed.

Sidewalks. Sidewalks will be installed in accordance with approved plans. Sidewalks are required adjacent to 12th Avenue SE.

Storm Sewer. Stormwater runoff will be conveyed to the proposed privately maintained detention facilities.

Streets. 12th Avenue SE will be constructed as an arterial street in accordance with approved plans and City paving standards. Staff will recommend deferral of street improvements with any final plat and begin the process of applying for federal funds. This will allow for the development of a project that reconstructs and widens 12th Avenue SE between Cedar Lane Road and State Highway 9. Staff intends to submit a request for funding as part of the next project application cycle (December 2011).

Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. There is an existing 12-inch (12") water main adjacent to 12th Avenue SE.

Traffic Signalization. Traffic signal impact fees have been established for development in the area (e.g., 12th Avenue SE at its intersections with Campus Crest Drive, State Highway 9, and Cedar Lane Road) will be applied to this development at the time of final plat filing. The applicant will be required to pay $258.67 per PM peak hour generated trip to cover their proportional share of the cost based upon the projected traffic volume.

Public Dedications. All rights-of-way and easements will be dedicated to the City. Any additional easements will be dedicated to the City with final platting.

STAFF RECOMMENDATIONS: Although there may be two (2) phases of private development, the interior public streets will be constructed with the apartment project. This will allow an emergency access out of the gated apartment project onto 12th Avenue SE.

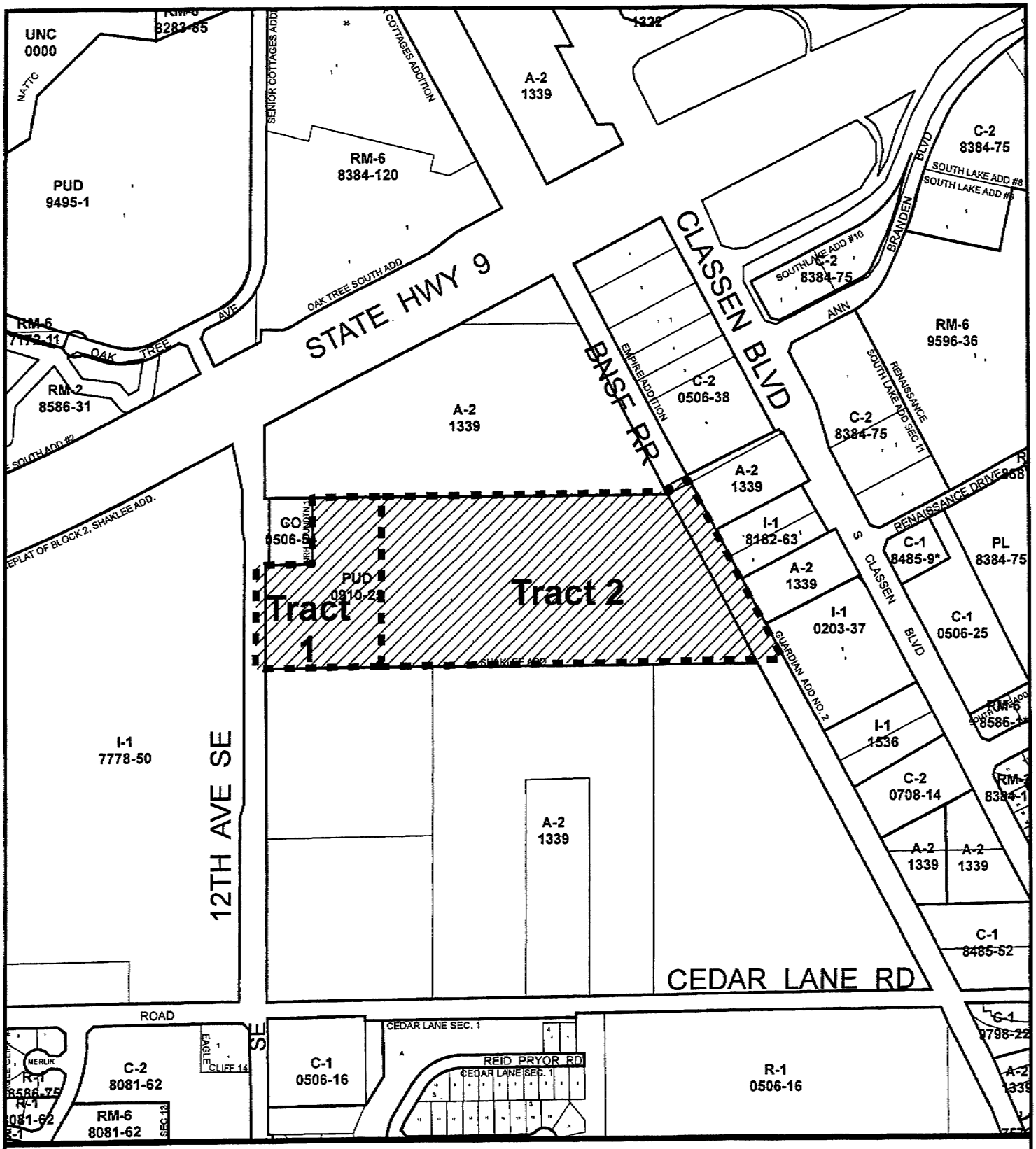
Based on the above information, staff recommends approval of the alley waiver and approval of the preliminary plat for Campus Crest Addition, a Planned Unit Development subject to the approvals of R-1011-126 and O-1011-59.

TRAFFIC TABLE
FOR

CAMPUS CREST ADDITION PRELIMINARY PLAT

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day) (1)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% LOS 'E' CAPACITY USED (EXISTING)	% LOS 'E' CAPACITY USED (PROJECTED)
State Highway 9	6 (2)	38,770	1,250	40,020	58,000	66.84	69.00
12th Avenue SE	2	14,178	2,083	16,261	17,100	82.91	95.09
Cedar Lane	2	8,262	729	8,991	17,100	48.32	52.58

(1) Includes projected traffic Eagle Cliff, Cobblestone Creek, and Cedar Lane developments.
(2) Currently 4 lanes wide. ODOT plans to widen from 4 to 6 lanes.



Location Map

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

N
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S

May 12, 2011

0 300 600 Ft.

Subject Tract

Zoning

PRELIMINARY PLAT ITEM NO.7c

STAFF REPORT

ITEM: Consideration of a Preliminary Plat for CAMPUS CREST ADDITION, A PLANNED UNIT DEVELOPMENT (a Replat of LOT 1, BLOCK 1, SHAKLEE ADDITION) (formerly known as VICTORY PARK ADDITION, A PLANNED UNIT DEVELOPMENT).

LOCATION: Generally located one-quarter of a mile north of Cedar Lane Road on the east side of 12th Avenue S.E.

INFORMATION:

1. Owner. Shannon O'Moore, LLC
2. Developer. Shannon O'Moore, LLC and Campus Crest Development
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing this property.
2. December 19, 1961. Planning Commission, on a vote of 8-0, recommended to the City Council that this property be placed in A-2 zoning classification.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2 zoning classification.
4. February 9, 1978. Planning Commission, on a vote of 8-0, recommended to the City Council that this property be placed in I-1, and removed from A-2, zoning classification.
5. February 9, 1978. Planning Commission, on a vote of 8-0, approved the preliminary plat of Shaklee Addition.
6. February 28, 1978. City Council adopted Ordinance No. O-7778-50 placing this property in I-1, and removing it from A-2 zoning classification.
7. April 13, 1978. Planning Commission, on a vote of 7-0, recommended that the final plat of Shaklee Addition be approved.

HISTORY (con't):

8. May 2, 1978. City Council approved the final plat for Shaklee Addition.

9. June 9, 1978. The final plat for Shaklee Addition containing Lot 1, Block 1, was filed of record with the Cleveland County Clerk.

10. April 13, 2006. Planning Commission, on a vote of 9-0, recommended to City Council the amendment of the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Commercial Designation.

11. April 13, 2006. Planning Commission, on a vote of 9-0, recommended to City Council this property be placed in CO with Special Use for an EMT Facility for one acre of the property and removing it from I-1 zoning classification.

12. April 13, 2006. Planning Commission, on a vote of 9-0, recommended to City Council that the preliminary plat for NRH Foundation Addition be approved with alley waiver.

13. April 9, 2009. The Norman Board of Parks Commissioners, on a vote of 6-1, recommended fee in lieu of park land for the preliminary plat for Victory Park Addition.

14. April 9, 2009. At the request of staff, the land use change, rezoning and preliminary plat for Victory Park Addition were postponed by Planning Commission, on a vote of 7-0.

15. May 14, 2009. At the request of staff, the land use change, rezoning and preliminary plat for Victory Park Addition were postponed by Planning Commission, on a vote of 5-0.

16. June 11, 2009. At the request of staff, the land use change, rezoning and preliminary plat for Victory Park Addition were postponed by Planning Commission, on a vote of 5-0.

17. July 9, 2009. Planning Commission, on a vote of 5-0, recommended to City Council that the NORMAN 2025 Land Use and Transportation Plan be amended for the property from Industrial Designation to Commercial and Medium Residential Designation.

18. July 9, 2009. Planning Commission, on a vote of 5-0, recommended to City Council that this property be placed in Planned Unit Development District, and removed from I-1, Light Industrial District, zoning classification.

19. July 9, 2009. Planning Commission, on a vote of 5-0, recommended to City Council that the preliminary plat for Victory Park Addition, a Planned Unit Development be approved.

20. August 25, 2009. City Council denied the amendment to the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Commercial and Medium Residential Designation. The zoning ordinance and preliminary plat were not heard.

HISTORY (con't):

21. March 11, 2010. Planning Commission, on a vote of 9-0, postponed the request to amend the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Office Designation and Medium Density Residential Designation.

22. March 11, 2010. Planning Commission, on a vote of 9-0, postponed the request to place this property in the Planned Unit Development, PUD and remove it from I-1, Light Industrial zoning district.

23. March 11, 2010. Planning Commission, on a vote of 9-0, postponed the preliminary plat for Victory Park Addition, A Planned Unit Development.

24. April 8, 2010. Planning Commission, on a vote of 8-0, postponed a request to amend the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Office Designation and Medium Density Residential Designation at the request of the applicant.

25. April 8, 2010. Planning Commission on a vote of 8-0, postponed a request to place this property in the Planned Unit Development, PUD and remove it from Light Industrial, I-1 zoning classification at the request of the applicant.

26. April 18, 2010. Planning Commission, on a vote of 8-0, postponed the preliminary plat for Victory Park Addition, a Planned Unit Development at the request of the applicant.

27. May 13, 2010. Planning Commission made a motion to amend the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation and Medium Density Residential Designation. The motion failed on a vote of 3-4.

28. May 13, 2010. Planning Commission made a motion to place this property in the Planned Unit Development (PUD) and remove it from Light Industrial, I-1 zoning classification. The motion failed on a vote of 3-4.

29. May 13, 2010. Planning Commission made a motion to recommend approval of the preliminary plat for Victory Park Addition. The motion failed on a vote of 3-4.

30. June 22, 2010. City Council amended the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Office Designation and Medium Density Residential Designation.

31. June 22, 2010. City Council adopted Ordinance No. O-0910-25 placing this property in the Planned Unit Development (PUD) and remove it from Light Industrial, I-1 zoning classification.

32. June 22, 2010. City Council approved the preliminary plat for Victory Park Addition, a Planned Unit Development.

33. June 2, 2011. The Norman Board of Parks Commissioners, on a vote of 9-0, recommended fee in lieu of park land dedication.

34. June 9, 2011. The applicant has made a request to amend the NORMAN 2025 Land Use and Transportation Plan from Medium Density Residential Designation to Office Designation for a portion of this property.

35. June 9, 2011. The applicant has made a request to amend the Planned Unit Development approved in Ordinance No. O-0910-25 to adjust the boundaries by increasing the amount of area allotted to office use.

IMPROVEMENT PROGRAM:

1. Alleys. City Council, at its meeting on June 22, 2010, approved a request to waive alley requirements for the commercial areas. Adequate circulation has been provided for service and emergency vehicles.

2. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

3. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.

4. Sanitary Sewers. Sanitary sewer mains will be constructed in accordance with approved plans and City and Environmental Quality Standards. A sanitary sewer main is proposed to be extended to the south and then west on the north side of Cedar Lane Road to an existing sanitary sewer interceptor located approximately one half mile west of 12th Avenue S.E. Additional easements will be required from the property owners located south of this property.

5. Sidewalks. Sidewalks will be constructed in accordance with approved plans. Sidewalks adjacent to 12th Avenue S.E. will be deferred with the final plat.

6. Storm Sewers. Stormwater runoff will be conveyed to proposed privately-maintained detention facilities.

7. Streets. Twelfth Avenue S.E. will be constructed as an arterial street in accordance with approved plans and City paving standards. Staff will recommend deferral of street improvements with any final plat. The proposed interior streets will be constructed in accordance with approved plans and City paving standards.

8. Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. There is an existing 12-inch (12") water main adjacent to 12th Avenue SE.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

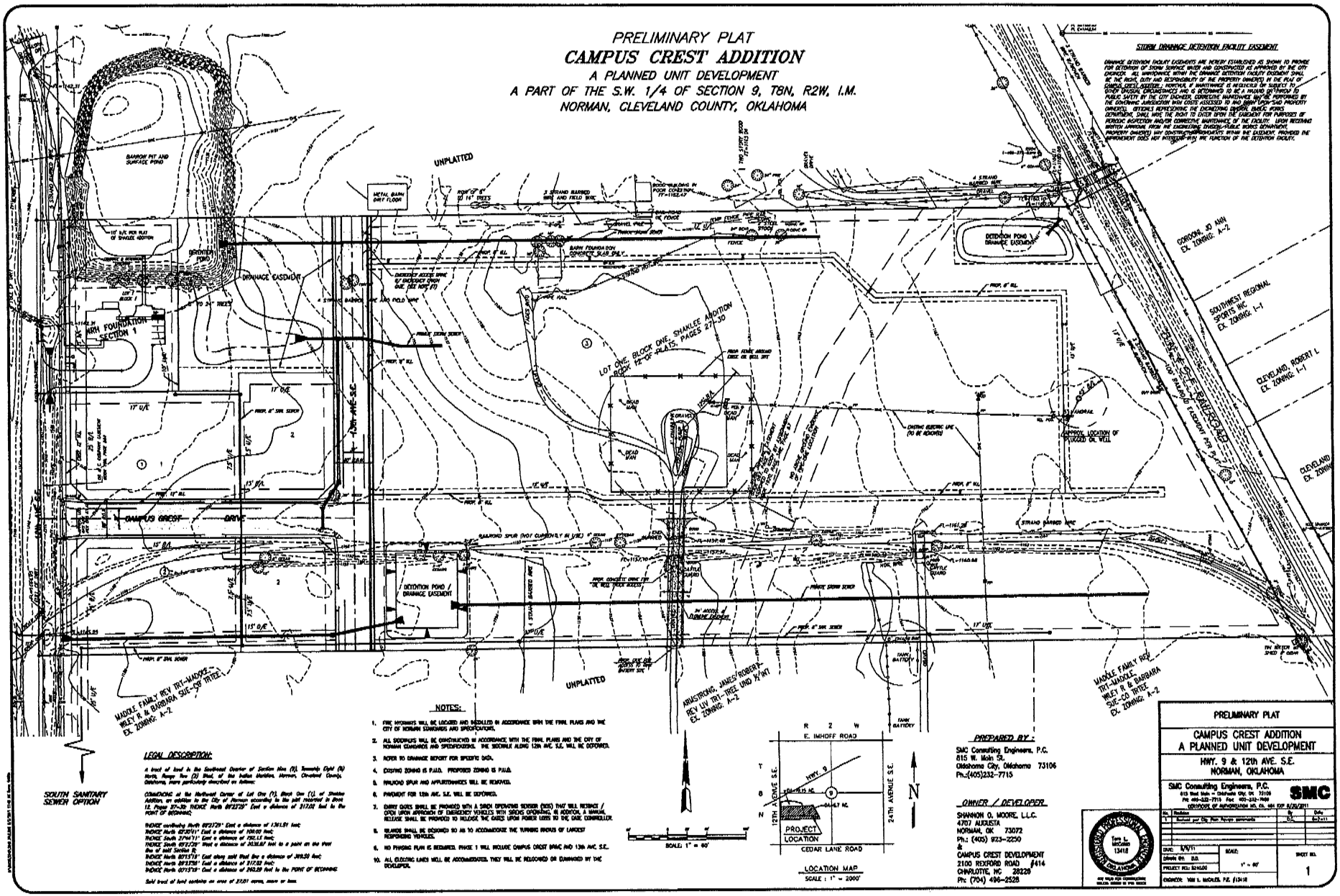
2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

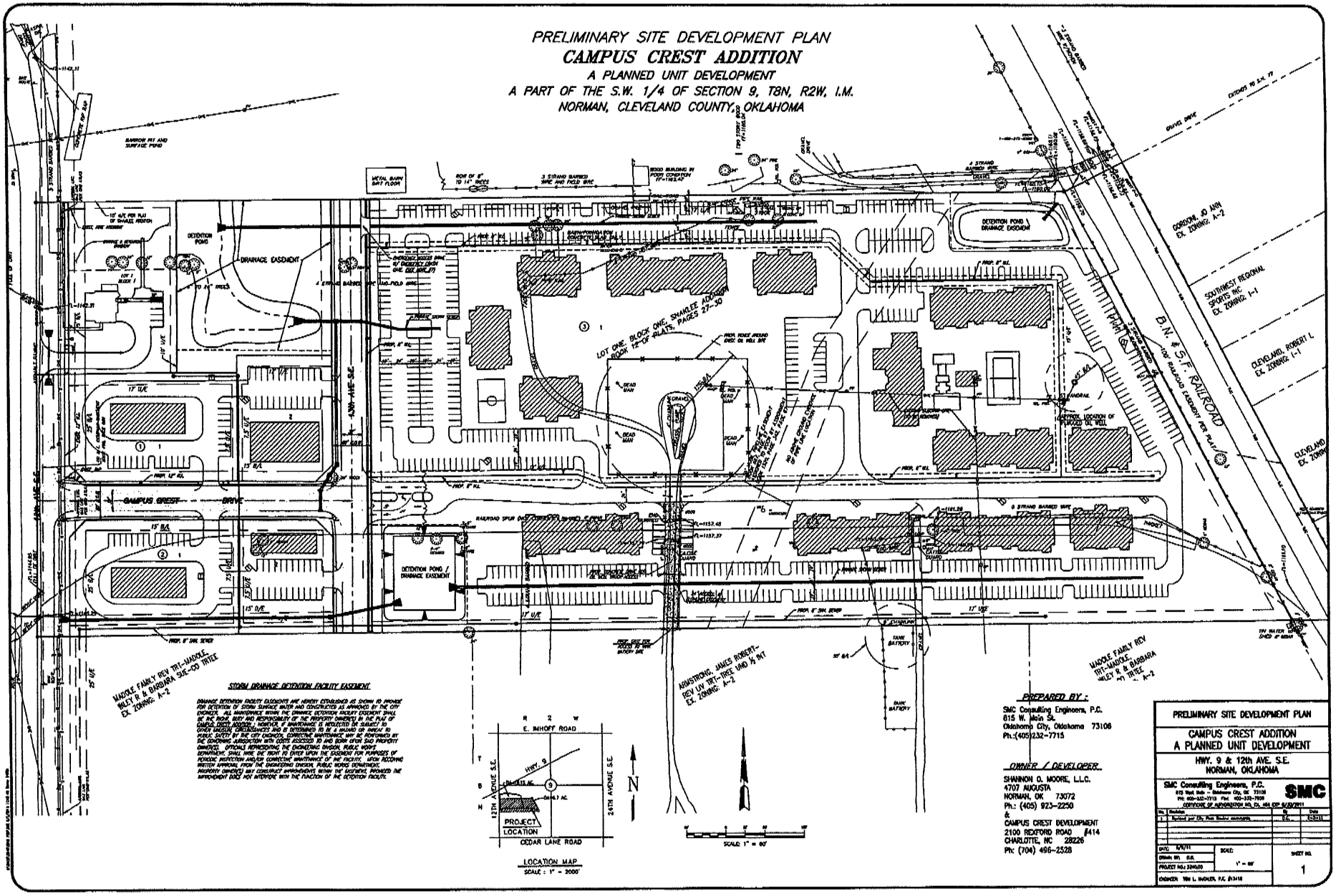
SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat, site plan, and letter of request to waive alley requirements are included in the Agenda Book.

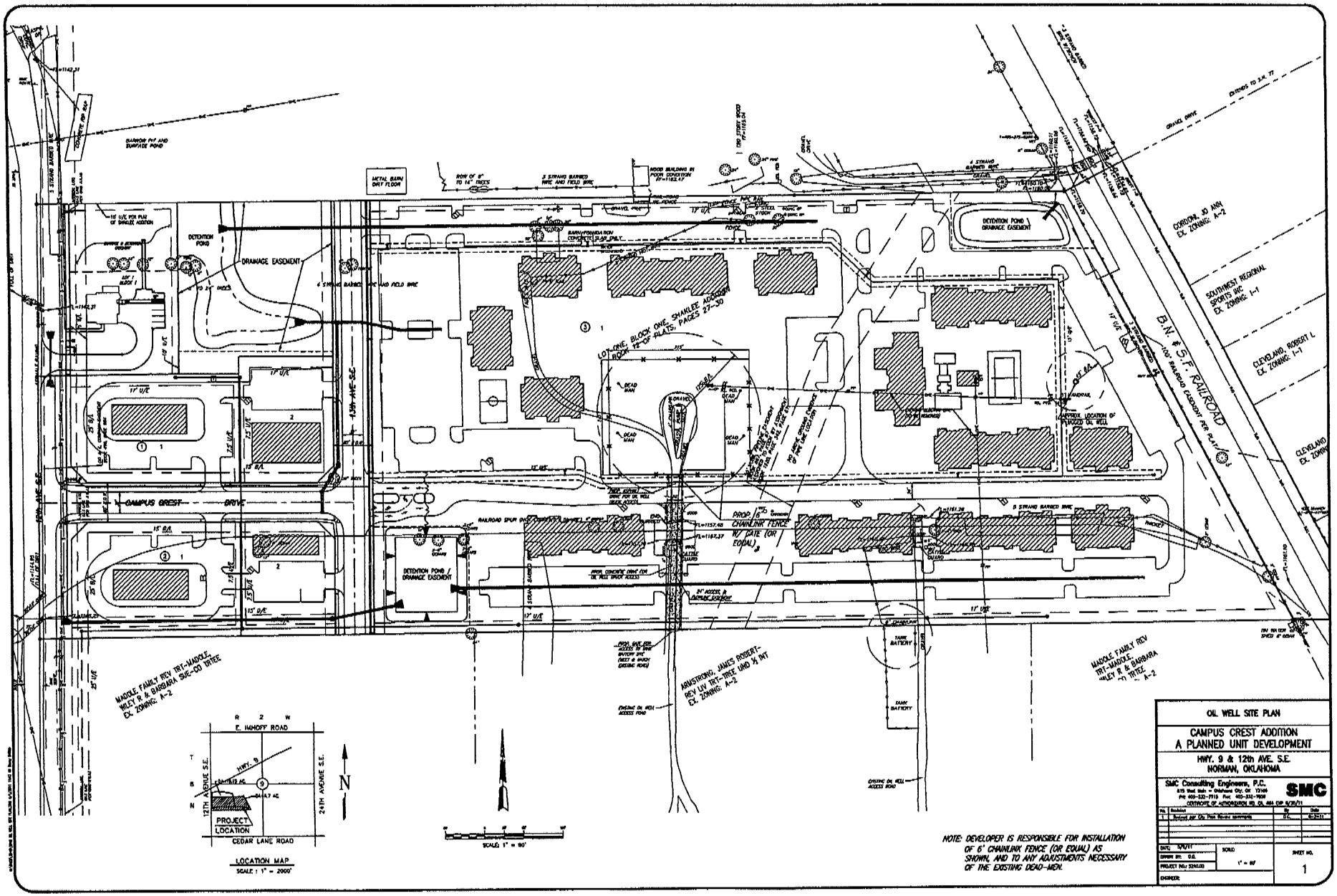
STAFF COMMENTS AND RECOMMENDATION: The property owner and owner of the oil well have worked out an agreement on future accessibility, fencing and operation of electrical lines and oil lines and other procedures in developing around an existing oil well site. Although there may be two (2) phases, the interior public streets will be constructed with the apartment project. This will allow an emergency access out of the gated apartment project onto 13th Avenue S.E. Staff recommends approval of the request to waive alley requirements based on the fact adequate circulation has been provided for service and emergency vehicles and approval of the preliminary plat for Campus Crest Addition, subject to the approvals of the Land Use Plan and Rezoning requests.

ACTION NEEDED: Recommend approval or disapproval of the request to waive alley requirements for the commercial office property and approval or disapproval of the preliminary plat for Campus Crest Addition to City Council.

ACTION TAKEN: _____


PRELIMINARY PLAT
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
STORM DRAINAGE DETENTION FACILITY EASEMENT
UNPLATTED
DETENTION POND / DRAINAGE EASEMENT
DRAINAGE EASEMENT
MRH FOUNDATION SECTION 1
CAMPUS CREST DRIVE
LOT ONE, BLOCK ONE, SHAKLEE ADDITION ROCK 12 OF PLATS, PAGES 27-30
CORDONI, JO ANN EX. ZONING: A-2
SOUTHWEST REGIONAL SPORTS INC EX. ZONING: I-1
CLEVELAND, ROBERT L EX. ZONING: I-1
MADDLE FAMILY REV TRT-MADDLE, WILEY R & BARBARA SUE-CO TRTEE EX. ZONING: A-2
ARMSTRONG, JAMES/ROBERT REV LIV TRT-TREE UND ½ INT EX. ZONING: A-2
SOUTH SANITARY SEWER OPTION
NOTES:
LEGAL DESCRIPTION:
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 28220
Ph: (704) 496-2528
E. IMHOFF ROAD
12TH AVENUE S.E.
24TH AVENUE S.E.
PROJECT LOCATION
CEDAR LANE ROAD
LOCATION MAP
SCALE: 1" = 2000'
PRELIMINARY PLAT
CAMPUS CREST ADDITION
A PLANNED UNIT DEVELOPMENT
HWY. 9 & 12th AVE. S.E.
NORMAN, OKLAHOMA
SMC Consulting Engineers, P.C.
SMC
1


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
CAMPUS CREST DRIVE
DETENTION POND / DRAINAGE EASEMENT
DRAINAGE EASEMENT
LOT ONE, BLOCK ONE, SHAKLEE ADDITION PLAT OF RECORD IN BOOK 12 OF PLATS, PAGES 27-30
B.N. & S.F. RAILROAD
GORDON, JO ANN EX. ZONING: A-2
SOUTHWEST REGIONAL SPORTS INC EX. ZONING: I-1
CLEVELAND, ROBERT L EX. ZONING: I-1
MADDLE FAMILY REV TRT-MADDLE, MILLY R. & BARBARA SUE-CO TRTEE EX. ZONING: A-2
ARMSTRONG, JAMES ROBERT- REV LIV TRT-TREE UND ½ INT EX. ZONING: A-2
MADDLE FAMILY REV TRT-MADDLE, MILLY R. & BARBARA SUE-CO TRTEE EX. ZONING: A-2
STORM DRAINAGE DETENTION FACILITY EASEMENT
DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) IN THE PLAT OF CAMPUS CREST ADDITION, HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR UNSAFE TO PUBLIC SAFETY, BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE CONTRACTED BY THE CONCERNING JURISDICTION WITH COSTS ASSESSED TO AND BORNE UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.
R 2 W
E. IMHOFF ROAD
HWY. 9
12TH AVENUE S.E.
24TH AVENUE S.E.
PROJECT LOCATION
CEDAR LANE ROAD
LOCATION MAP
SCALE : 1" = 2000'
N
SCALE 1" = 80'
PREPARED BY :
SMC Consulting Engineers, P.C.
615 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
PRELIMINARY SITE DEVELOPMENT PLAN
CAMPUS CREST ADDITION
A PLANNED UNIT DEVELOPMENT
HWY. 9 & 12th AVE. S.E.
NORMAN, OKLAHOMA
SMC Consulting Engineers, P.C.
SMC
SCALE: 1" = 80'
SHEET NO. 1


OIL WELL SITE PLAN
CAMPUS CREST ADDITION
A PLANNED UNIT DEVELOPMENT
HWY. 9 & 12th AVE. S.E.
NORMAN, OKLAHOMA
SMC Consulting Engineers, P.C.
SMC
NOTE: DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF 6' CHAINLINK FENCE (OR EQUAL) AS SHOWN, AND TO ANY ADJUSTMENTS NECESSARY OF THE EXISTING DEAD-MEN.
LOCATION MAP
SCALE : 1" = 2000'
PROJECT LOCATION
E. IMHOFF ROAD
CEDAR LANE ROAD
12TH AVENUE S.E.
24TH AVENUE S.E.
CAMPUS CREST DRIVE
DETENTION POND / DRAINAGE EASEMENT
B.N. & S.F. RAILROAD
CORDONI, JO ANN EX. ZONING: A-2
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ARMSTRONG, JAMES ROBERT-REV LIV TRT-TREE UND ½ INT EX. ZONING: A-2
LOT ONE, BLOCK ONE, SHAKLEE ADDITION BOOK 12 OF PLATS, PAGES 27-30
PROP. 6' CHAINLINK FENCE W/ GATE (OR EQUAL)
METAL BARN DIRT FLOOR
DRAINAGE EASEMENT
DETENTION POND
SCALE: 1" = 80'
SHEET NO. 1

SMC
Your Civil Engineering Solution

Consulting Engineers, P.C.
815 West Main
Oklahoma City, OK 73106
405-232-7715
FAX 405-232-7859
www.smcokc.com

Civil Engineering
Land Development
Storm Water Management

Tom L. McCaleb
Terence L. Haynes
Christopher D. Anderson
Ole M. Marcussen

June 1, 2011

Mr. Jim Gassaway, Chairman
Planning Commission
City of Norman
P.O. Box 370
Norman, Oklahoma 73070

RE: Preliminary Plat
Campus Crest Addition
SMC No. 5240.00

Dear Mr. Gassaway:

As agent for the applicant, we respectfully request a waiver of the alley requirements for the above referenced addition for all commercial, industrial, and office areas in accordance with Section 19-402 of the City of Norman. The plat has large tracts that can be designed adequately without the use of an alley. All utilities, sanitation access, emergency access, and fire protection will be provided and identified without the use of an alley.

Please accept this request and grant the alley waiver.

Sincerely,

SMC Consulting Engineers, P.C.

Tom L. McCaleb, P.E.

cc: Sean Reiger, Attorney
Ronald Simons, Client
Chris Russ, Client
Dan Norman, Client
Tim Shannon, Client

City of Norman Predevelopment **April 28, 2011**

Applicant	Campus Crest Development, LLC
Location	East of 12th Avenue SE and south of Highway 9
Case Number	PD11-15
Time	5:30—6:00 PM

Attendee	Stakeholder	Address	Phone
Chris Russ	Applicant	Campus Crest Development LLC 2100 Rexford Rd #414 Charlotte, NC 28211-3484	704-496-2528
Tim Shannon	Property owner	4704 Augusta Dr	447-3792
Sean Rieger	Applicant's attorney	126 Thompson Dr	329-6070
Tom McCaleb	Applicant's engineer	815 W Main St OKC	232-7715
Ronald Simmons		2525 Bay Area Blvd #106 Houston, TX	713-818-2309
Jim and Dorothy Armstrong	Neighbors	1401 Cedar Lane	329-0066
Wiley Madole	Neighbor	1501 Cedar Lane	321-9695
Doug Koscinski	City staff		366-5433
Susan Atkinson	City Staff		366-5392
Ken Danner	City staff		366-5458
Leah Messner	City staff		366-7748

Application Summary. Applicants are seeking a preliminary plat, a 2025 Land Use Plan amendment and a rezoning of this 27-acre parcel in SW Norman from the current Industrial-1 to a PUD for Medium Density Residential and Commercial-Office use. The *Norman 2025 Land Use Plan* designation is Medium Density Residential and Office.

Applicant's Opportunity. This 27-acre tract is bounded roughly by 12th Avenue SE, Highway 9, and the BNSF Railroad tracks. Cedar Lane is the next section line road to the south. The parcel was previously reviewed under the name Victory Park but was never developed and subsequently sold.

The new owners seek to build a very similar development with roughly 224 units of upscale student housing (a density of 12 units per acre). There will be a total of 600 beds in 2-bedroom and 3-bedroom units. The residential section of the development, accessed off of the new Campus Crest Road connecting with 12th Avenue, will be gated. The residential area will include multiple 3-story brick buildings and a central clubhouse with a pool.

The office development will be accessed off Campus Crest Road. At present, four office buildings and associated parking are proposed for that area of the site.

Neighbors' Comments. Neighboring owners were concerned about stormwater runoff, possible future roadway connectivity, and whether they would be able to connect to the sanitary sewer system that will be required to serve this project.

Connectivity. Project engineer showed that the proposed site plan includes a length of a new road, 13th Avenue SE, which will stub out at the southern property line. In the future that road could be extended southward if the landowner to the south wished to connect.

Runoff. Project engineer stated that development would be required by City ordinance to process all of its storm water. Neighbor to the south stated that he already gets runoff from the subject parcel in its undeveloped state. Engineer stated that the required stormwater management system for the development could improve that situation.

Sanitary Sewer. Engineer stated that City Public Works Department's preference was to run the sewer line southward along 12th Avenue and then west along Cedar Lane. This routing would make it possible for the property owners to the south to hook onto the sanitary sewer line if they choose to do so.

Oil and Gas Issues. This site contains an active pump jack and storage tank batteries, as well as an underground pipeline. There is a plugged oil well on the eastern edge of the parcel. This pump jack facility will have an opaque screening fence and the development will not encroach into the required 125-foot no-build radius around the well. The 50-foot transmission line easement will include no vertical structures though is depicted on the site plan to be partially covered by parking areas. The plugged well requires a 45-foot no-build radius around the site. Campus Crest Drive will allow required access to pipeline and pumping equipment.

Greenbelt Commission Regular Meeting

Campus Crest Development **Greenbelt Case No 11-15**

Monday – April 18, 2011 – 6:30

Greenbelt Commission comments and suggestions regarding proposed development submitted for Planning Commission and City Council consideration are as follows:

This item was on the consent docket and passed unanimously with no additional comments.

Pre-Development Case No. PD 11-15

NORMAN GREENBELT ENHANCEMENT STATEMENT DATE: **4/12/11**

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: **SHANNON O MOORE LLC; CAMPUS CREST**
Date: **4/12/11**
Contact Person: **c/o Sean Paul Rieger, Attorney for Applicant**
Telephone/Fax/Email: **P 405.329.6070; F 405.329.7103; email sp@riegerllc.com**

1. List development name, location, number of acres, and type of development, including types of buildings and their proposed uses.

- **CAMPUS CREST ADDITION, NORMAN, CLEVELAND COUNTY, OKLAHOMA, located generally on the east side of 12th Ave. SE, south of Highway 9 and north of E. Cedar Lane Road.**
- **Approximately 27 acres is included in the entire land area.**
- **Multifamily development, with residential uses.**
- **Legal description as follows:**
- **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 1361.51 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 2038.87 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.

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.

- **Open space will be incorporated throughout the development as shown on the site plan submitted, and also within the private areas of the development as it surrounds the multifamily buildings. The open spaces on the private ownership areas of the property would not be publicly accessible without the owner's permissive use.**

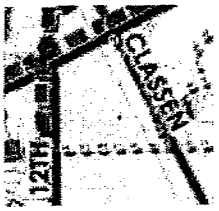
3. Does (do) the open space(s) for this development include some kind of trail or path? Indicate all that are applicable.

- **The development will include sidewalks as required by the City of Norman ordinances and will have internal sidewalks for pedestrian circulation.**

	For access only	Within open space
Sidewalks	X	x
Other paved surface trail		
Unpaved Trail		
Direct Access from lots		

4. Identify the public open space(s), such as a parks or trails, within ½ mile of your proposed development. Explain how the proposed development will connect to that area via a trail, sidewalk, or other means.

- **Within roughly ½ mile to the north, as the crow flies, is the back side of the University of Oklahoma Jimmie Austin golf course. Within roughly ½ mile to the east, as the crow flies, is the Southlake Park.**
- **The development will incorporate sidewalks as required by the City of Norman along the right of ways and thus connect the development to the network of sidewalks that will eventually develop along 12th Ave. SE, Highway 9, and Cedar Lane.**



5. Please provide a short description for each type of proposed trail, if any. The description should include information about anticipated users, connectivity, accessibility to area residents, accessibility by the general public, and other information which you believe would be helpful for the Commission to understand your development's compliance with the Guidelines for Evaluating Greenbelt Enhancement Statements in Sec. 4-2028 of the Greenbelt Commission Ordinance.

- **The development will incorporate sidewalks as required by the City of Norman along the right of ways and thus connect the development to the network of sidewalks that will eventually develop along 12th Ave. SE.**
- **Due to the apartment structures layout, a significant amount of vegetation is preserved on the site.**
- **The site plan strives to use parking and vegetation to buffer the apartments from the railroad.**
- **Structures such as those along the side of the development are located in such a manner as to hide the parking lots and enhance the pedestrian connections throughout the site.**

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.

- **At this time there are not any such uses in close proximity. However, should that occur later, the development will allow easy connection to such through the sidewalks that extend from the development.**

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?

- **This development is mostly a relatively flat tree-less site that is void of storm water channels, streams, or flood plains. The Greenbelt Master Plan indicates 12th Ave. as the primary greenbelt corridor and thus we would connect to it via the sidewalks.**

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:

Signature of Applicant or Contact Person: _____

Sean Rieger, Attorney for Applicant

GREENBELT COMMISSION COMMENTS AND SUGGESTIONS ABOUT PROPOSED DEVELOPMENT AS SUBMITTED FOR PLANNING COMMISSION AND CITY COUNCIL CONSIDERATION (MAY ATTACH AS SEPARATE SHEET):

VOTE BY COMMISSION: _____

Item No. 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.

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