City of Norman, OK

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

City Council Agenda

Tuesday, September 13, 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 GID-1112-17

CONSIDERATION OF APPROVAL OF MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 16, 2011
CITY COUNCIL FINANCE COMMITTEE MINUTES OF AUGUST 17, 2011
CITY COUNCIL MINUTES OF AUGUST 23, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 23, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 23, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 23, 2011
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF AUGUST 24, 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: August 16 Special Session Minutes
August 17 Finance Committee Minutes
August 23 CC Minutes
August 24 CPT Committee Minutes

Awards and Presentations

4 P-1112-1

PROCLAMATION NO. P-1112-1: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 2, 2011, AS CROP HUNGER WALK DAY IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-1 proclaiming Sunday, October 2, 2011, as CROP Hunger Walk Day in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: CROP Walk Hunger Day

5 P-1112-4

PROCLAMATION NO. P-1112-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 11 THROUGH 17, 2011, AS NATIONAL ASSISTED LIVING WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-4 proclaiming the week of September 11 through 17, 2011, as National Assisted Living Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: National Assisted Living Week

6 P-1112-5

PROCLAMATION NO. P-1112-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2011, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-5 proclaiming the week of September 17 through 23, 2011, as Constitution Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Constitution Week

7 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 8 through Item 35 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:

8 O-1011-51

CONSIDERATION OF ORDINANCE NO. O-1011-51 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO AMEND THE ALLOWABLE USES IN A PORTION OF THE PUD CREATED BY ORDINANCE NO. O-0506-3 AND TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 36TH AVENUE N.W.)

ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1011-51 upon First Reading by title.

ACTION TAKEN: _____

Attachments:
- O-1011-51 Commerce Pkwy Rezone
- CommercePkwySitePlan
- Commerce PkwyRezone Location Map
- Commerce Parkway PUD Staff Report
- Commerce Parkway PUD Narrative
- 4-14-11 PC Minutes - CommercePkwy
- Pert Exc Parks Board Minutes
- Note about Additional Protests
- Commerce Parkway PUD Amend Protest Map-Letters 8-26

Legislative History

4/14/11	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department

9 O-1011-55 CONSIDERATION OF ORDINANCE NO. O-1011-55 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN CO, SUBURBAN OFFICE COMMERCIAL DISTRICT; RM-2, LOW DENSITY APARTMENT DISTRICT; C-2, GENERAL COMMERCIAL DISTRICT; RM-6, MEDIUM DENSITY APARTMENT DISTRICT; R-1, SINGLE FAMILY DWELLING DISTRICT; AND PL. PARKLAND DISTRICT, AND REMOVE THE SAME FROM A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD WEST OF 36TH AVENUE N.W.)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-55 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1011-55 Uplands Rezone
Uplands Prelim Site Plan
Uplands Location Map
Uplands Rezoning Staff Report
7-14-11 PC Minutes - Uplands
Pert exc of Park Bd Min - Uplands
Note about Additional Protests
Uplands Protest Map 8-26-11
Uplands Protest 8-26-11

Legislative History

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

10 O-1112-10 CONSIDERATION OF ORDINANCE NO. O-1112-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-10 upon First Reading by title.

ACTION TAKEN: _____

Attachments: O-1112-10 Reapportionment
Exhibit A O-1112-10
O-1112-10 Reapportionment Annotated
RCR-1112-1
RCR-1112-1 Map Attachment
RCR-1112-1 and O-1112-10 statistics
8-17-11 Public Hearing Minutes
8-29-11 Minutes

11 O-1112-14 CONSIDERATION OF ORDINANCE NO. O-1112-14 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING ARTICLE V. COMPRESSED NATURAL GAS, SECTION 2-501 TO CHAPTER 2, OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR THE PRICING OF COMPRESSED NATURAL GAS OFFERED TO OTHER GOVERNMENTAL ENTITIES AND THE GENERAL PUBLIC; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-14 upon First Reading by Title.

ACTION TAKEN: _____

Attachments: O-1112-14 CNG
O-1112-14 CNG Annotated

12 AP-1112-7 CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

ANIMAL WELFARE OVERSIGHT COMMITTEE
JAYNE CRUMPLEY, 423 ELM AVENUE

BICYCLE ADVISORY COMMITTEE
TERM: 09-13-11 TO 02-13-15: THOMAS WOODFIN, 232 NESS DRIVE

ENFORCEMENT AUTHORITY
TERM: 09-13-11 TO 09-01-13: ELIZABETH WINDES, 1862 ROLLING HILLS
TERM: 09-01-11 TO 09-01-14: RICHARD HILBERT 529 GARLAND COURT
TERM: 09-01-11 TO 09-01-14: NINA FLANNERY, 428 ELM AVENUE

ENVIRONMENTAL CONTROL ADVISORY BOARD
TERM: 09-13-11 TO 10-27-12: DARREN ALEXANDER, 1132 SPARROW HAWK
DRIVE
TERM 09-13-11 TO 10-27-13: LINDA GOERINGER, 824 S. FLOOD AVENUE
TERM: 09-13-11 TO 10-27-14: AMANDA NAIRN, 1629 WILDERNESS DRIVE

GREENBELT COMMISSION
TERM: 07-13-11 TO 07-13-14: MARY PETERS, 1126 LOIS STREET
TERM: 09-13-11 TO 07-13-14: MARK KRITTENBRINK, 423 W. EUFAULA ST.

HISTORIC DISTRICT COMMISSION
TERM: 09-13-11 TO 10-26-12: DAVID JOHN, 410 SOUTH PETERS AVENUE
TERM: 10-26-11 TO 10-26-14: RUSSELL KAPLAN, 4503 CHUKKAR COURT
TERM: 10-26-11 TO 10-26-14: RANGAR CLINE, 620 MILLER AVENUE
TERM: 10-26-11 TO 10-26-14: ANAIS STARR, 1230 WEST BROOKS STREET

NORMAN REGIONAL HOSPITAL AUTHORITY
TERM: 10-31-11 TO 10-31-14: MARYANNE MALETZ, 705 WESTRIDGE TER.
TERM: 10-31-11 TO 10-31-14: RUSS MCREYNOLDS, #5 MOCKINGBIRD COURT
TERM: 10-31-11 TO 10-31-14: ROBIN WEINS CAMPBELL, 3805 CHAMBERLYNE
WAY

PUBLIC ARTS BOARD
TERM: 10-23-11 TO 10-23-14: JANA MORING, 429 WEST COMANCHE STREET

SOCIAL AND VOLUNTARY SERVICES
TERM: 09-13-11 TO 12-09-13: BASHA HARTLEY, 6351 CORKY DRIVE

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Jayne Crumpley will be added to the Animal Welfare Oversight Committee; Thomas Woodfin will fill the unexpired term of Neil Suneson who has resigned; Elizabeth Windes will fill the unexpired term of Dorinda Harvey who has resigned; Darren Alexander will fill the unexpired term of Amanda Rook who has resigned; Linda Goeringer will fill the unexpired vacancy left by Asia Scudder who has resigned; Kathryn Nairn will fill the unexpired vacancy left by Neil Suneson who has resigned; Mark Krittenbrink will fill the unexpired vacancy left by Van Cline who has resigned; David John will fill the unexpired vacancy left by Tara Little who is no longer eligible to serve; Russell Kaplan will replace Jayne Crumply; Basha Hartley will fill the unexpired term of Mark Pelfrey who has resigned; and Richard Hilbert, Nina Flannery, Mary Peters, Rangar Cline, Anais Starr, Maryanne Maletz, Russ McReynolds, Robin Weins Campbell, and Jana Moring are reappointments.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

13 RPT-1112-4 SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE WASTEWATER OVERSIGHT COMMITTEE ANNUAL REPORT AS OF JUNE 30, 2011.

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

ACTION TAKEN: _____

Attachments: Wastewater Annual Report
Citizen's Committee Minutes 7-19-11

14 BID-1112-04 CONSIDERATION AND AWARDING OF BID NO. 1112-04 FOR THREE (3) TRAFFIC SIGNAL CONTROLLER & CABINET ASSEMBLIES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject the bid as meeting specifications; and, if accepted, award the bid in the amount of $15,032.33 each for a total bid price of $45,127 to Mid-American Signal, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Bid Tabulation 1112-04 Controller & Cabinet Assemblies

15 BID-1112-05 CONSIDERATION AND AWARDING OF BID NO. 1112-05 FOR THE INSTALLATION AND MAINTENANCE OF PAVEMENT MARKINGS FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 1; and, if accepted, award the bid to RoadSafe Traffic Systems, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 2; and, if accepted, award the bid to Direct Traffic Control as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Bid Tabulation

16 BID-1112-09 CONSIDERATION AND AWARDING OF BID NO. 1112-09 FOR THE PURCHASE OF FLUORESCENT TRAFFIC CONES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject the bid as meeting specifications; and, if accepted, award the bid in the amount of $9.90 per cone to Barco Municipal Products, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: BID 1112-09-BID TABULATION

17 BID-1112-15 CONSIDERATION AND AWARDING OF BID NO. 1112-15 FOR THE PURCHASE OF TWENTY (20) 2 CUBIC YARD FRONT-LOAD CONTAINERS, AND EIGHTY (80) 8 CUBIC YARD FRONT-LOAD CONTAINERS FOR THE SANITATION DIVISION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $77,600 to Roll-Offs USA as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Bid Tab - Containers

18 K-1112-53 CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1112-16; CONTRACT NO. K-1112-53 WITH TOM'S QUALITY CONSTRUCTION IN THE AMOUNT OF $69,500; PERFORMANCE BOND NO. B-1112-9; STATUTORY BOND NO. B-1112-10; MAINTENANCE BOND NO. MB-1112-10; AND RESOLUTION NO. R-1112-35 FOR THE HISTORICAL MUSEUM INTERIOR REPAIRS PROJECT.

ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1112-16 from Tom's Quality Construction for the Historical Museum Interior Repairs Project; and, if accepted, approve Contract No. K-1112-53 in the amount of $69,500 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; and adopt Resolution No. R-1112-35.

ACTION TAKEN: _____

Attachments: Tabulation of Proposals
K-1112-53
Perf B-1112-9
Stat B-1112-10
MB-1112-10
R-1112-35
PR Tom Quality Construction

19 LL-1112-3

LIMITED LICENSE NO. LL-1112-3: LIMITED LICENSE TO PLACE FIFTY-THREE (53) POLE BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM CAMPUS CORNER ASSOCIATION DURING THE UNIVERSITY OF OKLAHOMA FOOTBALL SEASON.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-3 to place fifty-three (53) pole banners within the public rights-of-way pursuant to a request from Campus Corner Association; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Attachments: Letter of Request Campus
List of Locations Campus Corner
329 Partners - Campus Corner
OU Game Day Banners

20 LL-1112-4

LIMITED LICENSE NO. LL-1112-4: LIMITED LICENSE TO PLACE TWENTY-TWO (22) "GOAL-A-METER" SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-4 to place twenty-two (22) "goal-a-meter" signs within the public rights-of-way pursuant to a request from the United Way of Norman; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Attachments: Application from United Way
United Way - Thermometers

21 LL-1112-5

LIMITED LICENSE NO. LL-1112-5: LIMITED LICENSE TO PLACE ONE (1) GROUND BANNER AND FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM FRIENDS OF THE NORMAN LIBRARY FOR THE ANNUAL BOOK SALE TO BE HELD OCTOBER 14 THROUGH 17, 2011.

ACTION NEEDED: ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-5 to place one (1) ground banner and four (4) signs within the public rights-of-way pursuant to a request from Friends of the Norman Library; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Attachments: Friends of Library Letter
Friends of Library Application
Location map Library
Library Book Sale

22 K-0405-127 Add #1

ADDENDUM NO. ONE TO CONTRACT NO. K-0405-127: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN YOUTH SOCCER ASSOCIATION FOR THE USE OF GRIFFIN COMMUNITY PARK.

ACTION NEEDED: Motion to approve or reject Addendum No. One to Contract No. K-0405-127 with Norman Youth Soccer Association; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Addendum #1 K-0405-127

23 K-0708-42 Amd 4

AMENDMENT NO. FOUR TO CONTRACT NO. K-0708-42: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN AN AMOUNT NOT-TO-EXCEED $262,650 TO PROVIDE PERMANENT WASTEWATER FLOW METERING SERVICES AND EXTENDING THE CONTRACT UNTIL AUGUST 27, 2013.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. Four to Contract No. K-0708-42 with RJN Group, Inc., in an amount not-to-exceed $262,650 and extending the contract until August 27, 2013; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Amendment 4 to K-0708-42
PR RJN

24 K-0809-45 Amd #2

AMENDMENT NO. TWO TO CONTRACT NO. K-0809-45: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEXTEL WEST CORPORATION TO PROVIDE ADDITIONAL EQUIPMENT, AND SERVICES AS PART OF THE FREQUENCY CONFIGURATION AGREEMENT FOR THE 800 MEGAHERTZ (MHZ) COMMUNICATION SYSTEM.

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

ACTION TAKEN: _____

Attachments: Contract K-0809-45 Second Amendment to Frequency Reconfiguration Agreem

25 **K-0910-172 Chg #1**

CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-172: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RED CLIFF, INC., INCREASING THE CONTRACT AMOUNT BY $40,504.88 AND EXTENDING THE CONTRACT BY 165 CALENDAR DAYS FOR THE RAW WATER LINE PROJECT, PHASE I.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Change Order No. One to Contract No. K-0910-172 with Red Cliff, Inc., increasing the contract amount by $40,504.88 and extending the contract by 165 calendar days; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: K-0910-172 Change Order

26 **K-1112-12**

CONTRACT NO. K-1112-12: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA TO PROVIDE A DISPUTE MEDIATION PROGRAM FOR THE CITY OF NORMAN THROUGH JUNE 30, 2012.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-12 with the Alternative Dispute Resolution System of the State of Oklahoma through June 30, 2012; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: FY12 Dispute Mediation Contract K-1112-12

27 K-1112-43 CONTRACT NO. K-1112-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND H.W. LOCHNER, INC., IN THE AMOUNT OF $42,920 TO PROVIDE SCOPING SERVICES FOR A COMPREHENSIVE TRANSPORTATION PLAN AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-43 with H.W. Lochner, Inc., in the amount of $42,920; and, if approved, authorize the execution thereof and appropriate $12,920 from the Capital Fund Balance (050-0000-253.20-00) to Project No. TC0248, Transportation Master Plan Scoping Study (050-9056-431.62-01).

ACTION TAKEN: _____

Attachments: Summary of Budget Requirements
K-1112-43

28 K-1112-47 CONTRACT NO. K-1112-47: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND FOOTBALL ACADEMY, INC. FOR THE USE OF THE GRIFFIN PARK FOOTBALL FIELDS.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-47 with Football Academy, Inc.; and, if approved authorize the execution thereof.

ACTION TAKEN: _____

Attachments: K-1112-47
Location map Griffin Park

29 K-1112-50 CONSIDERATION OF THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF $95,500 FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE TO BE USED BY THE POLICE DEPARTMENT FOR ENFORCEMENT AND/OR EDUCATION OF IMPAIRED DRIVING; TRAFFIC COLLISION RECONSTRUCTION; SEAT BELT AND MANDATORY CHILD RESTRAINT LAWS; AND SEAT BELT COMPLIANCE, APPROVAL OF CONTRACT NO. K-1112-50, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $95,500 from the Oklahoma Highway Safety Office to be used by the Police Department; and, if accepted, approve Contract No. K-1112-50; authorize execution of the contract; and appropriate $95,500 from the Special Grant Fund Balance (022-0000-253.30-00) designating $81,000 to Other Salaries/Overtime-Regular (022-6019-421.21-10) and $14,500 to Professional Service/Training and Development (022-6019-421.40-17; and upon reimbursement, deposit the funds into Other Revenue/Traffic & Alcohol Enforcement (022-0000-331.13-40).

ACTION TAKEN: _____-

Attachments: 2012 OHSO Grant Agreement.pdf

30 K-1112-51 CONTRACT NO. K-1112-51: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND OPTIMIST CLUB OF NORMAN FOR THE USE OF THE REAVES PARK AND GRIFFIN PARK AND TERMINATION OF CONTRACT NOS. K-0607-51 AND K-0809-141.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-51 with the Optimist Club of Norman; and, if approved, authorize the execution thereof and terminate Contract Nos. K-0607-51 and K-0809-141.

ACTION TAKEN: _____

Attachments: K-1112-51
K-0607-51
K-0809-141
Reaves Park --FOSTER.pdf
Griffin Park --FOSTER.pdf

31 GID-1112-15

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $46,367.06 REGARDING WILLARD D. STEPHENS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC 2010-06080 J.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of $46,367.06 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Payment Table
Court Award
Reqs

32 GID-1112-16

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $26,632.38 REGARDING GREGORY W. HARRIS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC 2011-02806 J.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of $26,632.38 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Attachment 1 - Calculations
Court Order
Requisitions

33 R-1112-33

RESOLUTION NO. R-1112-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $14,000 FROM THE STATE SEIZURE FUND BALANCE TO PURCHASE SURVEILLANCE EQUIPMENT FOR THE POLICE DEPARTMENT.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-33.

ACTION TAKEN: _____

Attachments: R-1112-33

34 R-1112-34

RESOLUTION NO. R-1112-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF A CLAIM FILED BY KIMBERLY SUE MITCHELL UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *KIMBERLY SUE MITCHELL V. THE CITY OF NORMAN*, WORKERS' COMPENSATION CASE NO. WCC 2011-01046 L; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-34; and, if adopted; direct payment of claims in the amount of $41,332.31 which will constitute judgment against the City of Norman.

ACTION TAKEN:

_____

Attachments: R-1112-34
Requisitions

35 R-1112-36 RESOLUTION NO. R-1112-36: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROVING THE CITY OF NORMAN'S PARTICIPATION IN A COOPERATIVE PLANNING EFFORT WITH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) TO SHARE IN THE TWENTY PERCENT LOCAL MATCH REQUIRED TO ACCESS FEDERAL FUNDS FOR A COMMUTER CORRIDOR ALTERNATIVES ANALYSIS FOR CENTRAL OKLAHOMA IN AN AMOUNT THAT IS PROPORTIONATE TO NORMAN'S TOTAL 2010 POPULATION.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-36 and, if adopted, direct payment in an amount not-to-exceed $30,706.29 to ACOG for the City's 20% proportionate share.

ACTION TAKEN: _____

Attachments: Attachment A Cost Distribution
R-1112-36

Non-Consent Items

36 O-1112-3

ORDINANCE NO. O-1112-3: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY AND DRAINAGE EASEMENT LOCATED ALONG THE SOUTH BOUNDARY OF LOTS 21, 22, AND 23, AND ALONG THE NORTH BOUNDARY OF LOTS 24, 25, AND 26, LOCATED IN BLOCK 5, NRH MEDICAL PARK WEST ADDITION, SECTION 4, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-3 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-3 upon Final Reading as a whole.

ACTION TAKEN: _____

Attachments: O-1112-3 NRH UE
Location Map - NRH UE
Staff Memo O-1112-3
NRH UE Petition
Abstractor's Certificate and Radius Map
NRH UE Utility Letters
NRH UE Staff Report
7-14-11 PC Minutes - NRH UE

Legislative History

7/14/11	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council
8/23/11	City Council	Introduced and adopted on First Reading by title only

37 O-1112-4

ORDINANCE NO. O-1112-4: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY EASEMENT ALONG THE REAR PROPERTY LINE OF LOTS 1 THROUGH 20 AND LOTS 25 THROUGH 44, BLOCK 1, HARDIE-RUCKER ADDITION TO THE CITY OF NORMAN, CLEVELAND, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-4 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-4 upon Final Reading as a whole.

ACTION TAKEN: _____

Attachments: O-1112-4 OU UE
Location Map - OU UE
Staff Memo O-1112-4
Request and Petition O-1112-4
OU UE Utility Letters
OU UE Staff Report
OU UE Minutes

Legislative History

7/14/11	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council
8/23/11	City Council	Introduced and adopted on First Reading by title only

38 K-1112-55 CONTRACT NO. K-1112-55: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND GORDON D. MORAIN AND ALLEN B. MORAIN, AS CO-TRUSTEES OF THE GORDON D. MORAIN TRUST; AND EDNA I. MORAIN AND ALLEN B. MORAIN, AS CO-TRUSTEES OF THE EDNA I. MORAIN TRUST; 2 X 2 INVESTMENTS, L.L.C.; MORAIN FAMILY REAL ESTATE COMPANY, L.L.C.; CONNIE LYNN BAKER; TAMMY SUE AND DR. CHARLES PASQUE; ALLEN BRUCE MORAIN, JR., AND KRISTI MORAIN; ANNE JUHREE KIZZIAR AND TIM KIZZIAR IN THE AMOUNT OF $1,650,000 FOR THE PURCHASE OF 101, 113, 115, 116, AND 118 WEST GRAY STREET TO BE USED FOR MUNICIPAL PURPOSES AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-55 with Gordon D. Morain and Allen B. Morain, as Co-Trustees of the Gordon D. Morain Trust; and Edna I. Morain and Allen B. Morain, as Co-Trustees of the Edna I. Morain Trust; 2 X 2 Investments, L.L.C.; Morain Family Real Estate Company, L.L.C.; Connie Lynn Baker; Tammy Sue and Dr. Charles Pasque; Allen Bruce Morain, Jr., and Kristi Morain; Anne Juhree Kizziar and Tim Kizziar in the amount of $1,650,000; and, if approved, authorize the execution thereof; appropriate $752,000 from the Capital Fund Balance (050-0000-253.20-00) to Project No. BG0245, Gray Street Properties, Land (050-9365-419.60-01); and transfer $898,000 from Project No. EF1001, Smalley Center Renovation, Construction (050-9540-419.61-01) to Project No. BG0245, Gray Street Properties, Land (050-9365-419.60-01).

ACTION TAKEN: _____

Attachments: Purchase Agreement 9-8-11 (dj)
Purchase Requisition-Earnest Money

39 **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.

40 **Adjournment**

City of Norman, OK

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

Master

File Number: GID-1112-17

File ID:	GID-1112-17	**Type:**	Minutes	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 3	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	08/31/2011
File Name:	Minutes			**Final Action:**	

Title:

CONSIDERATION OF APPROVAL OF MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 16, 2011
CITY COUNCIL FINANCE COMMITTEE MINUTES OF AUGUST 17, 2011
CITY COUNCIL MINUTES OF AUGUST 23, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 23, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 23, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 23, 2011
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF AUGUST 24, 2011

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

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 3

Attachments: August 16 Special Session Minutes, August 17 Finance Committee Minutes, August 23 CC Minutes, August 24 CPT Committee Minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@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 GID-1112-17

CITY COUNCIL SPECIAL SESSION MINUTES

August 16, 2011

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

PRESENT:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Quinn, Mayor Rosenthal
ABSENT:	None

Item 1, being:

DISCUSSION REGARDING A PROPOSED LEASE AGREEMENT WITH NORMAN PUBLIC SCHOOLS FOR A PARK SITE LOCATED ON THE MONROE ELEMENTARY SCHOOL PROPERTY.

Mr. Steve Lewis, City Manager, said the City has been working with Norman Public Schools (NPS) on the proposed lease for a park site at Monroe Elementary School. He said in the early 1970's, developers were required by ordinance to provide land for a public park or pay a fee for parkland acquisition. He said on March 1, 2011, voters approved a charter amendment that freed up some of the funds that had been collected prior to 1994 to be used for the acquisition of parkland or to develop neighborhood parks.

Mr. Jud Foster, Director of Parks and Recreation, said City Council adopted the Norman Parks and Recreation Master Plan on November 24, 2009, and part of the plan looked at neighborhood service areas and identified some of the deficient areas, one of which was around Monroe School. He said one of the options discussed during the Master Plan process was working with NPS to address these types of deficiencies and about the possibility of leasing property from NPS to make improvements. He provided a map depicting the neighborhood parks in the urban area. He said the Charter change has released approximately $642,404 in fees and interest collected in lieu of parkland to be used at 21 park sites with $303,212 available in the area around Monroe School and Adkins Crossing Park. He said meetings were held with NPS to discuss a lease agreement and the proposed lease will have a term of 15 years with a option for subsequent 10 year renewal terms with a nominal rent of $1.00. He said the lease is set up this way to allow flexibility to NPS in case there are plans for expansion. The property is currently open space used by the school children during recess containing a baseball backstop and soccer goals. He said the lease also provides that NPS cannot unreasonably withhold extension and may not revoke the lease at will. He said the City will be in charge of the design and construction of improvements using input from the general public and NPS. He said the improvements will be contingent upon Council approval of funding and the City will maintain the improvements after completion. He said NPS would continue to provide mowing and trimming services and Monroe students would have exclusive rights to the park during school hours. He said when school was not in session, the general public would have access to the park. The existing open space will be retained for school activities, i.e., soccer games. He said in the contract, both parties agree to indemnify one another and the agreement can be terminated by either party. He said if this happens, the City has the right to remove the improvements. The existing parking areas at the school are available to the general public during non school/event times. He said the next step would be to send the agreement to the NPS Board for their approval and then to City Council for formal consideration. He said Council would be asked to appropriate funding to support the design and construction of improvements and to select a consultant to help with public input and design work. He said Staff would survey the neighborhood around the school area and get public input at Parks Board and public meetings. He said the principal of Monroe School is excited about the project and about gathering input from the students. He said if the lease agreement and funding are approved, construction could be completed by the Fall of 2011.

Councilmember Kovach said these funds that have been freed up will be used by the students of Monroe School who already live in the neighborhoods. He stressed that students would normally have to cross major streets such as Lindsey Street and State Highway No. Nine to get to the proposed park; however, the property in question already has pathways into the surrounding neighborhoods that would be used for children to walk or ride their bikes alleviating the need to cross busy streets.

Councilmember Spaulding asked how many parks there were in the City of Norman and if they were all safe and in good condition. Mr Foster said there were 62 developed parks and they were all well-maintained. He said one his staff members is certified to inspect playground equipment and makes a regular route to inspect them. Mayor Rosenthal said renovation of existing parks was the number one priority in the Parks Master Plan. Councilmember Spaulding asked if these funds can be used to improve any of the parks in the City and Mr. Foster said the money could only be used in the 21 areas where it had been collected and could be used up to one mile around each designated park. He said these funds were collected to purchase more land around the 21 existing parks and there was no land that could be purchased around any of these areas so the funding would be

used for improvements which vary in size and price from $1,300 to $303,000. Councilmember Spaulding asked what improvements would be made and Mr. Foster said that would not be determined until a consultant had completed the design project which would be based upon public input.

Councilmember Gallagher asked if a consultant would be looking at all 21 park sites and Mr. Foster said a consultant would probably only work on the Monroe Park and it would be a small contract to help with public input and some of the schematic drawings. He said Parks Staff was capable of designing any of the smaller projects. Councilmember Gallagher asked why a consultant was needed to design a park. Mr. Foster said it was possible to do the design without a consultant but the scope of work would only be a few thousand dollars.

Dr. Roger Brown, Assistant Superintendent, Administrative Services, NPS, said the school system already had a great partnership with the City of Norman and it was not uncommon for a City and a school system to work hand-in-hand. He said this was land that the school system feels could be used for the students and the community. He said the attorneys had worked through the issues and come up with a good agreement and he felt the School Board would be in agreement.

Mayor Rosenthal said there are many elementary schools where a chain link fence had been constructed for security reasons on the playground and asked if this had been contemplated for this public park. Mr. Brown said this was not being considered at this time. Councilmember Kovach said there were four access points to the park and signs would be posted with the regulations. Mr. Brown said the signs would post the times that the park could be used by the public as well.

Councilmember Gallagher asked if Mr. Foster was looking at placing a public park at Reagan Elementary School. Mr. Foster said this had not been looked at but he will do so.

Mayor Rosenthal said she is hopeful that management agreements with NPS for the recreation centers will be coming forward in the near future.

Items submitted for the record

1. Memorandum dated August 10, 2011, from Jud Foster, Director of Parks and Recreation, and Leah Messner, Assistant City Attorney, to Honorable Mayor and City Councilmembers
2. Draft Lease Agreement between Norman Public Schools and the City of Norman
3. Proposed Park Site at Monroe School
4. Location map of priority needs of additional neighborhood parks
5. PowerPoint dated August 16, 2011, entitled "Proposed Park Lease, Monroe Elementary School"

Item 2, being:

DISCUSSION REGARDING A PROPOSAL FROM THE PUBLIC ART BOARD REGARDING AN ART PROJECT AT THE ANDREWS SKATE PARK.

Mr. Steve Lewis, City Manager, said the proposed art project at the Andrews Skate Park had been considered by the Board of Parks Commissioners, on July 7, 2011, and the Parks Board voted, by a vote of 7-0, to endorse the project.

Mr. Larry Walker, Chairman of the Public Arts Board, said the Public Arts Board's last big project was the East Main Street Round-A-Bout. He said public art has many other components, one being public involvement and this project for the community will be at the Blake Baldwin Sk8 Park. He said the project is called "CRE8 n SK8" to be done jointly by the Norman Public Arts Board, the Norman Arts Council, and the City of Norman. He said Ms. Rhonda Baldwin who was instrumental in the establishment of the Blake Baldwin SK8 Park has been contacted and is excited about the project. He said the objective is to enhance the visual impact of the Blake Baldwin SK8 Park with contemporary street art often referred to as graffiti-style art on the skate ramps and outer walls. He said community mural projects have been shown to help reduce unwanted graffiti and provide an artistic outlet for local artists and youth because this type of project gives ownership to the volunteers doing the work. He said local professional artists will team up with community volunteers to paint the murals and the painting will involve people of all ages and skill levels. The park will be closed on Saturday, September 24, 2011, at approximately 7:00 p.m. with proper fencing and signage. The event will take place Sunday, September 25, 2011. He said sign in for artists and volunteers will take place from 9:30-10:30 a.m. and the painting and stenciling will take place from 10:30 a.m. to 7:00 p.m. He said there will be a Disc Jockey playing music during the event, local restaurants will be donating lunch for the participants, and water would be available for volunteers. The park would reopen at 7:00 p.m. Sunday evening. The primary artists will submit their artwork to the project coordinator and the Public Arts Board for approval. He said the overall theme would be based on skating and biking and all work would be scrutinized by Andy Jacobs, Project Coordinator, to insure compliance with the requirements that nothing may be

obscene, religious, or political. He said some stencils will be made in advance so the unskilled volunteers can take part. He provided preliminary sketches and samples of styles. He said the event will be promoted through press releases, emails, social media, and fliers distributed by regular users of the skate park. Volunteers have committed to monitoring the murals on a weekly basis and will alert the project coordinator of any vandalism. He said this is graffiti-style art, therefore if someone paints graffiti on the art, it will become part of the art unless the graffiti is religious, obscene or political. Extra paint has been included in the budget to touch up any areas which have been damaged or compromised. He said the project is to be funded by the Norman Public Arts Board's Art in Public Places Fund and private donations from individuals and local businesses and that the entire project including all materials will be approximately $3,000.

Councilmember Dillingham asked what the deadline was for artists who want to submit artwork. Mr. Walker said there are six artists that are lined up for the primary work. He said there will be spaces that remain open for anyone who comes and brings sketches. He said the Project Coordinator will be watching for this and if no one brings a sketch that is suitable, there will be stencils ready to go.

Councilmember Quinn asked what would be done to maintain the artwork after a few years. Mr. Walker said the wear and tear of the skates becomes part of the art. He said if this project is as successful as they hope it will be, it will be an annual project. He said if the response is terrible and there is a negative response, next year it will be painted white. He said it is a given when public art is displayed, there will be negative responses because not everyone will like it. He said the project is designed to attract a group of people not normally involved in this type of process.

Councilmember Lockett asked who initiated the idea. Mr. Walker said the idea came from Andy Jacobs, Project Coordinator, and Sara Kaplan, co-owner of Native Roots Market. He said Mr. Jacobs was involved in a similar project done by graffiti artists in Rapid City, South Dakota, called "Art Alley". Councilmember Lockett said that if this is successful, other areas of Norman should be looked at for similar projects.

Councilmember Quinn said he appreciated Mr. Walker contacting Ms. Baldwin and that Blake Baldwin really would have appreciated this type of project because that was the type of student he was.

Councilmember Gallagher expressed concerns about the artwork possibly encouraging children to try unsafe activities and asked the City Attorney if the City could be held accountable. Mr. Bryant said this would be an exemption of the Tort Claims Act. Mr. Walker said the skaters that frequent the park have already done much more dangerous stunts than what is depicted in the art.

Items submitted for the record

1. Memorandum dated August 10, 2011, from Jud Foster, Director of Parks and Recreation, to Honorable Mayor and City Council
2. PowerPoint dated August 16, 2011, entitled "Proposed Park Lease, Monroe Elementary School"

Item 3, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(3) TO DISCUSS THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 101, 113, 115, 116, AND 118 WEST GRAY STREET, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA.

Councilmember Quinn moved that the Special Session be adjourned out of and an Executive Session be convened in order to discuss the possible purchase of real property located at 101, 113, 115, 116, and 118 West Gray Street, City of Norman, Cleveland County, Oklahoma, which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning out of the Special Session and convening into an Executive Session in order to discuss the possible purchase of real property located at 101, 113, 115, 116, and 118 West Gray Street, City of Norman, Cleveland County, Oklahoma, a vote was taken with the following result:

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

The Mayor declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened in order to discuss the possible purchase of real property located at 101, 113, 115, 116, and 118 West Gray Street, City of Norman, Cleveland County, Oklahoma,

The City Council adjourned into Executive Session at 6:11 p.m. Mr. Steve Lewis, City Manager; Mr. Jeff Bryant, City Attorney; Mr. Blaine Nice, Assistant City Attorney; and Mr. Anthony Francisco, Finance Director, were in attendance at the Executive Session.

Mayor Rosenthal acknowledged return to Open Session.

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

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

The Mayor declared the motion carried and the Special Session was reconvened at 6:47 p.m.

The Mayor said the possible purchase of real property located at 101, 113, 115, 116, and 118 West Gray Street, City of Norman, Cleveland County, Oklahoma, was discussed in Executive Session. No action was taken and no votes were cast.

* * * * *

ADJOURNMENT

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

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

The Mayor declared the motion carried and the meeting was adjourned at 6:49 p.m.

ATTEST:

City Clerk

Mayor

FINANCE COMMITTEE MINUTES
August 17, 2011

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met immediately after the Council Study Session scheduled at 5:30 p.m. in the Municipal Building Study Session Room on the 17th day of August, 2011, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Members Dillingham, Ezzell, Gallagher, Griffith, and Chair Quinn
ABSENT:	None
OTHERS PRESENT:	Cindy Rosenthal, Mayor Steve Lewis, City Manager Tom Kovach, Council Member Anthony Francisco, Finance Director Suzanne Krohmer, Budget Manager Jeff Bryant, City Attorney Major Jim Maisano, NPD Major J. D. Younger, NPD Linda Price, Revitalization Manager, Planning Chris Mattingly, Utilities Superintendent, WTP Greg Hall, Street Superintendent, PW Angelo Lombardo, Traffic Engineer, PW Rick Hoffstatter, GIS Analyst Stephen Tyler Holman, Citizen Joy Hampton, Norman Transcript

Others in attendance are citizens of Norman interested in the Animal Welfare program: Jennifer Golden, Kim Fairbanks, Glenn Lane, Barbara Schindler, Jayne Crumpley, Larry Allin, Roswitha Allin, Denise Swarowsky, Keith Dodgion, Barbara Schrage, Ginger Noble, DVM, Andrew Golden, and Joe Carter, DVM.

DISCUSSION REGARDING 2011 GENERAL OBLIGATION (G.O.) BOND PROPOSAL FOR THE EXPANSION AND REMODEL OF THE ANIMAL WELFARE CENTER

Major Jim Maisano led the discussion and reviewed in detail the information presented to the group.

- $3.2 million estimated construction costs for FYE 13
- Approximately 18 months for construction from start to completion
- RFP to be submitted
- Anthony Francisco discussed draft Ordinance O-1112- to hold a special election for the purpose of issuing bond funds for construction of the Animal Welfare Center

- Estimated amount necessary is $3,035,000 for construction
- Issuance cost is approximately $35,000; – 3½% interest rate assumed for 5 to 20 year bond
- 20-year bond would cost a taxpayer with a $150,000 home $.22 a month
- Staff is recommending 20-year bond
- Committee asked about a 5-year bond
- Committee asked if the animal facility project could be packaged with other projects such as street projects or other CIP projects to help lower unit cost of issuance; answer was that it could be
- Dillingham – more public meetings with Oversight Committee
- Ezzell – wants 1st reading of ordinance for Council meeting on August 23rd to reduce election costs – could have a special meeting on September 6th for 2nd reading
- Dillingham – also need to consider "quality of life" projects – could put water and storm water vote at the same time – want to be successful for all critically important projects/issues
- Ezzell – animal facility too important to delay further and tie together
- Kovach – citizens, employees and animals are not in safe conditions – public safety issue
- Dillingham – glad for support of others – make sure other critical issues are not forgotten
- Rosenthal – PSST fund balance estimated at $16 million by FYE 15 – will have money available at end of sales tax – Council will look at in January of 2012 – can declare excess at that time
- Ezzell – go ahead and seek debt authorization. What specifically will be available surplus in FYE 13?
- Francisco – gave approximate figures to be looked for in Fund 15
- Bids will be taken on new Fire Station #9 in January; that is the reason Council could consider declaration of surplus at that time
- Rosenthal – wants shorter term bond of 5 years - $.71 per month on a $100,000 home
- Kovach- wants 5 year bond also
- Dillingham – wants 5 year bond also
- Committee recommends a 5-year bond and have 1st reading August 23 and 2nd reading on September 6th.

Items submitted for the record

1. Draft – Proposed Ordinance 0-1112- prepared by Anthony Francisco, Finance Director, pertaining to the Animal Welfare Center
2. Animal Welfare Center Informational Presentation prepared by Major Jim Maisano
3. Animal Shelter Feasibility Study prepared by tevis architects, p.a., originally presented to City Council in 2008
4. Memo to Steve Lewis prepared by Major Jim Maisano dated August 17, 2011, Responses to Questions by Councilmember Gallagher

DISCUSSION REGARDING FYE 2013 BUDGET CALENDAR AND PROCESS

Anthony Francisco presented for discussion the FYE 13 Budget Calendar. Budget Retreat will be held on September 17th. No other comments or suggestions from Committee.

Items submitted for the record

1. Proposed Budget Calendar for fiscal year ending June 30, 2013 prepared by Suzanne Krohmer, Budget Manager

GENERAL DISCUSSION AND PRIORIZATION OF THE 2011-2012 FINANCE COMMITTEE WORK PLAN

Committee discussed the Work Plan submitted by the City Manager.

- Gallagher – wants 2% increase in room tax and direct to Parks or increase portion to Parks
- Dillingham – has to go to a vote of the citizens
- Rosenthal – Council priorities: PSST, storm water and GO Bonds
- Dillingham – transportation projects priority – discussion with Council
- Rosenthal – Finance Committee needs to look at all utilities for rate adjustments
  - sanitation – end of recycling contract
- Kovach – City's bid should include cardboard pickup for recycling
- future – GO Bonds for transportation
- phase 2 wastewater expansion – put on Finance Committee list
- if chromium 6 regulations change (possibility in September or October) – what are implications of this to City of Norman

Items submitted for the record

1. 2011/2012 Finance Committee – Work Plan Items prepared by Steve Lewis, City Manager

DISCUSSION REGARDING REVENUE/EXPENDITURE REPORT

Sales tax collections right on budget.

Items submitted for the record

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

DISCUSSION REGARDING REPORT ON OPEN POSITIONS

Many open positions are still on hold. Kovach asked about Planning service positions – "ombudsman position" feasibility – compare to other cities such as Tulsa. Steve Lewis said that he and Susan Connors had talked with the City of Tulsa about the positions they have.

Items submitted for the record

1. City of Norman/Human Resources Department Recruitment and Selection Report dated August 9, 2011

The meeting adjourned at 7:03 p.m.

ATTEST:

City Clerk

Mayor

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

August 23, 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 23rd day of August, 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:

CITY COUNCIL CONFERENCE OF JULY 26, 2011
CITY COUNCIL OVERSIGHT COMMITTEE OF AUGUST 3, 2011
CITY COUNCIL MINUTES OF AUGUST 9, 2011
NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 9, 2011
NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 9, 2011
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 9, 2011
PUBLIC MEETING MINUTES OF AUGUST 9, 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 Griffith;

Items submitted for the record
1. Text File No. GID-1112-4 dated August 18, 2011, by Brenda Hall, City Clerk
2. City Council Conference minutes of July 26, 2011
3. City Council Oversight Committee minutes of August 3, 2011
4. City Council minutes of August 9, 2011
5. Norman Utilities Authority minutes of August 9, 2011
6. Norman Municipal Authority minutes of August 9, 2011
7. Norman Tax Increment Finance Authority minutes of August 9, 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:

RESOLUTION NO. R-1112-29: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, JOINING THE NATIONAL MOMENT OF REMEMBRANCE OF THE 10TH ANNIVERSARY OF SEPTEMBER 11TH.

Councilmember Kovach moved that Resolution No. R-1112-29 be adopted, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. R-1112-29 dated August 17, 2011, by Brenda Hall, City Clerk
2. Resolution No. R-1112-29

Participants in discussion
1. Mr. Mitch Randall, Senior Pastor at NorthHaven Church, accepted the resolution and thanked the Council

and the question being upon adopting Resolution No. R-1112-29, 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-1112-29 was adopted.

* * * * *

Item 5, being:

PROCLAMATION NO. P-1112-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING WEDNESDAY, AUGUST 31, 2011, AS NORMAN REGIONAL HOSPITAL AUXILIARY 60TH ANNIVERSARY VOLUNTEER RECOGNITION DAY IN THE CITY OF NORMAN.

Councilmember Kovach moved that receipt of Proclamation No. P-1112-3 proclaiming Wednesday, August 31, 2011, as Norman Regional Hospital Auxiliary 60th Anniversary Volunteer Recognition Day 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-1112-3 dated August 18, 2011, by Brenda Hall, City Clerk
2. Letter from Paula Price, Director, Health Promotion and Community, Norman Regional Health System, to Mayor Cindy Rosenthal
3. Proclamation No. P-1112-3

Participants in discussion
1. Ms. Wendy Fiebrich, Director Volunteer Services/Auxiliary for Norman Regional Health System, and Ms. Sandy Scroggins, President of the Norman Regional Hospital Auxiliary, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation No. P-1112-3 proclaiming Wednesday, August 31, 2011, as Norman Regional Hospital Auxiliary 60th Anniversary Volunteer Recognition Day 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-1112-3 proclaiming Wednesday, August 31, 2011, as Norman Regional Hospital Auxiliary 60th Anniversary Volunteer Recognition Day in the City of Norman acknowledged; and the filing thereof was directed.

* * * * *

Item 6, being:

CONSENT DOCKET

Councilmember Dillingham moved that Item 7 through Item 51 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 7 through Item 51, 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 7 through Item 51 were placed on the consent docket by unanimous vote.

* * * * *

Item 7, being:

CONSIDERATION OF ORDINANCE NO. O-1112-3 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY AND DRAINAGE EASEMENT LOCATED ALONG THE SOUTH BOUNDARY OF LOTS 21, 22, AND 23, AND ALONG THE NORTH BOUNDARY OF LOTS 24, 25, AND 26, LOCATED IN BLOCK 5, NRH MEDICAL PARK WEST ADDITION, SECTION 4, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1112-3 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1112-3 dated June 21, 2011, by Doug Koscinski, Current Planning Manager
2. Ordinance No. O-1112-3
3. Location map
4. Memorandum dated June 9, 2011, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Doug Koscinski, Current Planning Manager; Ken Danner, Development Coordinator; and Ken Komiske, Director of Utilities
5. Petition to close easement in NRH Medical Park West Addition, Section 4, dated June 9, 2011, from H.L. Heiple, Attorney-Agent, Heiple Law Offices, for NRH Medical Park West, L.L.C., to City of Norman c/o City Clerk Brenda Hall
6. Abstractor's Special Certificate dated May 27, 2011, from Terrell Dodson, Bonded Abstractor, Old Republic Title Company of Oklahoma
7. Radius map
8. Letter dated July 5, 2011, from Timothy J. Bailey, Right-of-Way Agent, Oklahoma Gas and Electric Company, to Ken Danner, Development Coordinator
9. Letter dated June 24, 2011, from Thad Peterson, Supervisor of Engineering Services, Oklahoma Electric Cooperative, to Ken Danner, Development Coordinator
10. Staff Report dated July 14, 2011, recommending approval with condition
11. Pertinent excerpts from Planning Commission minutes of July 14, 2011

and the question being upon the Introduction and adoption of Ordinance No. O-1112-3 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-1112-3 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 8, being:

CONSIDERATION OF ORDINANCE NO. O-1112-4 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY EASEMENT ALONG THE REAR PROPERTY LINE OF LOTS 1 THROUGH 20 AND LOTS 25 THROUGH 44, BLOCK 1, HARDIE-RUCKER ADDITION TO THE CITY OF NORMAN, CLEVELAND, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1112-4 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1112-4 dated June 21, 2011, by Doug Koscinski, Current Planning Manager
2. Ordinance No. O-1112-4
3. Location map
4. Memorandum dated June 15, 2011, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Doug Koscinski, Current Planning Manager; Ken Danner, Development Coordinator; and Ken Komiske, Director of Utilities
5. Letter dated June 14, 2011, from Mark Caywood, General Counsel, Smith Roberts Baldischwiler, L.L.C., to City Clerk
6. Petition dated May 31, 2011, from Nicholas S. Hathaway, Executive Vice President and Vice President for Administration and Finance, the Board of Regents of the University of Oklahoma, to City of Norman, Oklahoma, with Exhibit "A", Legal Description
7. Certificate of Bonded Abstractor dated April 14, 2011, from Mitzi Combs, Abstractor License No. 93, First American Title and Trust Company
8. Location map
9. Letter dated June 24, 2011, from Thad Peterson, Supervisor of Engineering Services, Oklahoma Electric Cooperative, to Ken Danner, Development Coordinator
10. Letter dated June 30, 2011, form Cody Bennett, Team Leader, Oklahoma Natural Gas Company, a Division of ONEOK, to Ken Danner, Development Coordinator
11. Staff Report dated July 14, 2011, recommending approval with condition
12. Pertinent excerpts from Planning Commission minutes of July 14, 2011

and the question being upon the Introduction and adoption of Ordinance No. O-1112-4 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-1112-4 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 9, being:

CONSIDERATION OF ORDINANCE NO. O-1112-12 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE 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 THE ISSUANCE OF THE BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF THREE MILLION, THIRTY-FIVE THOUSAND DOLLARS ($3,035,000) TO BE ISSUED IN SERIES TO PROVIDE FUNDS FOR THE PURPOSE OF REMODELING AND EXPANDING THE CITY'S ANIMAL SHELTER FACILITIES (INCLUDING RELATED DRAINAGE AND PARKING LOT IMPROVEMENTS), ALL TO BE OWNED EXCLUSIVELY BY THE CITY; AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS.

Councilmember Kovach moved that Ordinance No. O-1112-12 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. O-1112-12 dated August 18, 2011, by Anthony Francisco, Director of Finance
2. Ordinance No. O-1112-12 and Exhibit A, site development plan

Participants in discussion
1. Mr. Steve Lewis, City Manager
2. Ms. Kathryn Hodges, 1528 Sunset Drive, proponent

and the question being upon the Introduction and adoption of Ordinance No. O-1112-12 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-1112-12 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 10, being:

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

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

Items submitted for the record
1. Text File No. RPT-1112-6 dated August 5, 2011, by Anthony Francisco, Director of Finance
2. Finance Director's Investment Report of July 31, 2011

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

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

YEAS:	Councilmembers 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 11, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JULY, 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 Griffith;

Items submitted for the record
1. Text File No. RPT-1112-5 dated August 5, 2011, by Carol Coles, Administrative Assistant
2. Monthly Departmental Reports for the month of July, 2011

Participants in discussion
1. Mr. Anthony Francisco, Director of Finance
2. Mr. Jeff Bryant, City Attorney
3. Ms. Susan Connors, Director of Planning and Community Development

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 12, being:

SUBMISSION OF THE ANNUAL STATUS REPORT ON DEVELOPMENT AND THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FOR CALENDAR YEAR 2010.

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

Items submitted for the record
1. Text File No. RPT-1112-8 dated June 21, 2011, by Joyce Green, GIS Service Manager
2. Annual Status Report on Development and the Norman 2025 Plan for Calendar Year 2010

Participants in discussion
1. Ms. Susan Connors, Director of Planning and Community Development

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 13, being:

CONSIDERATION OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE.

Councilmember Kovach moved that the application be approved, the execution thereof be authorized, and submission of the application to the Workers' Compensation Court Administrator for review and payment in the amount of $1,000 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. RPT-1112-7 dated August 7, 2011, by Clint Mercer, Chief Accountant
2. Letter of transmittal dated August 25, 2011, from Clint Mercer, CPA, Risk Manager, to Richard Fisher, Director of Insurance, Workers' Compensation Court
3. Oklahoma Workers' Compensation Court Employer's Application for Permission to Carry Its Own Risk Without Insurance dated August 1, 2011
4. Workplace Safety Plan dated August 10, 2011, from Clint Mercer, CPA, Risk Manager, to Richard Fisher, Director of Insurance, Workers' Compensation Court

Participants in discussion
1. Mr. Anthony Francisco, Director of Finance
2. Mr. Jeff Bryant, City Attorney

and the question being upon approving the application and upon the subsequent authorization and directives, 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 application approved; the execution thereof was authorized and submission of the application to the Workers' Compensation Court Administrator for review and payment in the amount of $1,000 were directed.

* * * * *

Item 14, being:

CONSIDERATION AND AWARDING OF BID NO. 1112-03 FOR THE PURCHASE OF TWO THOUSAND TWO HUNDRED (2,200) 95 GALLON POLYCARTS FOR THE CITY OF NORMAN SANITATION DIVISION.

Acting as the Norman Municipal Authority, Trustee Kovach moved that all bids meeting specifications be accepted and the bid in the amount of $101,200 be awarded to Rehrig Pacific Company as the lowest and best bidder meeting specifications, which motion was duly seconded by Trustee Griffith;

Items submitted for the record
1. Text File No. BID-1112-03 dated August 3, 2011, by Scottie Williams, Sanitation Superintendent
2. Bid tabulation dated July 28, 2011, for 95-gallon polycarts

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

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

The Chairman declared the motion carried and all bids meeting specifications accepted; and the bid was awarded to Rehrig Pacific Company in the amount of $101,200 as the lowest and best bidder meeting specifications.

* * * * *

Item 15, being:

CONSIDERATION AND AWARDING OF BID NO. 1112-06 FOR THE PURCHASE OF TRAFFIC SIGN FACES FOR THE TRAFFIC CONTROL DIVISION.

Councilmember Kovach moved that all bids meeting specifications be accepted and the bid for all sections be awarded to Vulcan Signs as the lowest and best bidder meeting specifications, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. BID-1011-06 dated August 11, 2011, by Gary Jennings, Traffic Control Supervisor
2. Bid tabulation for traffic sign faces

and the question being upon accepting all bids meeting specifications and upon the subsequent awarding of the bid, 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 all bids meeting specifications accepted; and the bid for all sections was awarded to Vulcan Signs as the lowest and best bidder meeting specifications.

* * * * *

Item 16, being:

CONSIDERATION AND AWARDING OF BID NO. 1112-07 FOR GALVANIZED STEEL SIGN POSTS FOR THE TRAFFIC CONTROL DIVISION.

Councilmember Kovach moved that all bids meeting specifications be accepted and the bid for all sections be awarded to Centerline Supply, LTD., as the lowest and best bidder meeting specifications, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. BID-1112-07 dated August 11, 2011, by Gary Jennings, Traffic Control Supervisor
2. Bid tabulation for galvanized steel sign posts

and the question being upon accepting all bids meeting specifications and upon the subsequent awarding of the bid, 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 all bids meeting specifications accepted; and the bid for all sections was awarded to Centerline Supply, LTD., as the lowest and best bidder meeting specifications.

* * * * *

Item 17, being:

CONSIDERATION AND AWARDING OF BID NO. 1112-08 FOR THE PURCHASE OF TRAFFIC PAINT GLASS BEADS FOR THE TRAFFIC CONTROL DIVISION.

Councilmember Kovach moved that all bids meeting specifications be accepted and the bid in the amount of $0.3575 per pound be awarded to Swarco Reflex, Inc., as the lowest and best bidder meeting specifications, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. BID-1112-08 dated August 11, 2011, by Gary Jennings, Traffic Control Supervisor
2. Bid tabulation for traffic paint glass beads

and the question being upon accepting all bids meeting specifications and upon the subsequent awarding of the bid, 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 all bids meeting specifications accepted; and the bid in the amount of $0.3575 per pound was awarded to Swarco Reflex, Inc., as the lowest and best bidder meeting specifications.

* * * * *

Item 18, being:

CONSIDERATION AND AWARDING OF BID NO. 1112-10 FOR THE PURCHASE OF TRAFFIC SIGNS AND ACCESSORIES FOR THE TRAFFIC CONTROL DIVISION.

Councilmember Kovach moved that all bids meeting specifications on Sections 1, 2, and 3F be accepted and the bid be awarded to Custom Products Corporation as the lowest and best bidder meeting specifications, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. BID-1112-10 dated August 11, 2011, by Gary Jennings, Traffic Control Supervisor
2. Bid tabulation for traffic signs and accessories

and the question being upon accepting all bids meeting specifications on Sections 1, 2, and 3F and upon the subsequent awarding of the bid, 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 all bids meeting specifications on Sections 1, 2, and 3F accepted; and the bid was awarded to Custom Products Corporation as the lowest and best bidder meeting specifications.

Thereupon, Councilmember Kovach moved that all bids meeting specifications on Sections 3A through 3E be accepted and the bid be awarded to Hall Signs, Inc., as the lowest and best bidder meeting specifications, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. BID-1112-10 dated August 11, 2011, by Gary Jennings, Traffic Control Supervisor
2. Bid tabulation for traffic signs and accessories

Item 18, continued:

and the question being upon accepting all bids meeting specifications on Sections 3A through 3E and upon the subsequent awarding of the bid, 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 all bids meeting specifications on Sections 3A through 3E accepted; and the bid was awarded to Hall Signs, Inc., as the lowest and best bidder meeting specifications.

* * * * *

Item 19, being:

CONSIDERATION OF GRANTING EASEMENT NO. E-1112-3 TO OKLAHOMA GAS & ELECTRIC COMPANY TOP PROVIDE SERVICE TO THE WASTEWATER TREATMENT PLANT FACULTIES.

Councilmember Kovach moved that Easement No. E-1112-3 be granted and the execution thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. E-1112-3 dated August 9, 2011, by Charlie Thomas, Capital Projects Engineer
2. Easement No. E-1112-3 with Exhibit "A", legal description, and Exhibit "B", location map

and the question being upon granting Easement No. E-1112-3 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-1112-3 granted; and the execution thereof was directed.

* * * * *

Item 20, being:

CONSIDERATION OF GRANTING EASEMENT NO. E-1112-04 TO OKLAHOMA GAS & ELECTRIC COMPANY TO PROVIDE SERVICE TO LIFT STATION D.

Councilmember Kovach moved that Easement No. E-1112-4 be granted and the execution thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. E-1112-4 dated August 11, 2011, by Charlie Thomas, Capital Projects Engineer
2. Easement No. E-1112-4 with Exhibit "A", legal description, and Exhibit "B", location map

and the question being upon granting Easement No. E-1112-4 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 Easement No. E-1112-4 granted; and the execution thereof was directed.

* * * * *

Item 21, being:

CONSIDERATION OF CONSENT TO ENCROACHMENT NO. 1112-1 FOR LOT 4, REPLAT OF LAKEWOOD PARK BEING A SUBDIVISION OF THE WEST 693 FEET OF LOT 7, CLEVELAND COUNTY, CITY OF NORMAN, A/K/A 2717 SOUTH BERRY ROAD.

Councilmember Kovach moved that Consent to Encroachment No. EN-1112-1 be approved and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. EN-1112-1 dated August 16, 2011, by Leah Messner, Assistant City Attorney
2. Consent to Encroachment No. EN-1112-1
3. Letter of request dated July 25, 2011, from Greg Barnard, Loftis and Barnard, Attorneys and Counselors at Law, a Professional Corporation, to Whom It May Concern
4. Mortgage Inspection Certificate dated May 18, 2011, by D. Mike Dossey, Registered Land Surveyor, VMI Inspection, Inc.
5. Memorandum dated July 26, 2011, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Doug Koscinski, Current Planning Manager; Ken Danner, Development Coordinator; and Ken Komiske, Director of Utilities
6. Memorandum dated August 16, 2011, from Ken Danner, Development Manager, to Blaine Nice, Assistance City Attorney
7. Memorandum dated August 15, 2011, from Mark Daniels, Utilities Engineer, to Brenda Hall, City Clerk

and the question being upon approving Consent to Encroachment No. EN-1112-1 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 Consent to Encroachment No. EN-1112-1 approved; and the filing thereof with the Cleveland County Clerk was directed.

* * * * *

Item 22, being:

SPECIAL CLAIM NO. SC-1112-2: A CLAIM FOR PARTIAL PAYMENT IN THE REDUCED AMOUNT OF $6,353.52 SUBMITTED BY LACEY WADE FOR COSTS INCURRED WHEN A SANITATION VEHICLE STRUCK HER PARKED CAR AT 2500 MCGEE DRIVE.

Councilmember Kovach moved that Special Claim No. SC-1112-2 be approved and partial payment in the reduced amount of $6,353.52 be directed contingent upon obtaining a Release and Covenant Not to Sue from Lacey Wade, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. SC-1112-2 dated August 16, 2011, by Jeanne Snider, Assistant City Attorney
2. Special Claim No. SC-1112-2 dated July 28, 2011, submitted by Lacey Wade in the amount of $6,553.52
3. Invoice CD Log No. 20763-1 dated July 29, 2011, in the amount of $6,353.52 from Marc Heitz Chevrolet Body Shop
4. Memorandum dated August 3, 2011, from Brenda Hall, City Clerk, to Ken Komiske, Director of Utilities, and Jeff Bryant, City Attorney
5. Official Oklahoma Traffic Collision Report No. 2011-09649 dated July 28, 2011

Participants in discussion

1. Mr. Ken Komiske, Director of Utilities

Item 22, continued:

and the question being upon approving Special Claim No. SC-1112-2 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-1112-2 approved; and partial payment in the reduced amount of $6,353.52 was directed contingent upon obtaining a Release and Covenant Not to Sue from Lacey Wade.

* * * * *

Item 23, being:

SPECIAL CLAIM NO. SC-1112-3: A CLAIM FOR PARTIAL PAYMENT IN THE REDUCED AMOUNT OF $7,162.33 SUBMITTED BY SANDY LOGAN FOR COSTS INCURRED WHEN A SANITATION VEHICLE STRUCK HER PARKED CAR AT 2500 MCGEE DRIVE.

Councilmember Kovach moved that Special Claim No. SC-1112-3 be approved and partial payment in the reduced amount of $7,162.33 be directed contingent upon obtaining a Release and Covenant Not to Sue from Sandy Logan, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. SC-1112-3 dated August 16, 2011, by Jeanne Snider, Assistant City Attorney
2. Special Claim No. SC-1112-3 dated July 28, 2011, submitted by Sandy Logan in the amount of $7,418.33
3. Invoice dated July 28, 2011, from Justa Rockn Towing in the amount of $437.50
4. Preliminary Estimate dated July 29, 2011, in the amount of $6,724.83 from Bob Moore of Norman
5. Memorandum dated August 5, 2011, from Brenda Hall, City Clerk, to Ken Komiske, Director of Utilities, and Jeff Bryant, City Attorney
6. Official Oklahoma Traffic Collision Report No. 2011-09649 dated July 28, 2011
7. Memorandum dated August 10, 2011, from Gary L. Seal, Utilities Supervisor, to Brenda Hall, City Clerk

Participants in discussion

1. Mr. Ken Komiske, Director of Utilities

and the question being upon approving Special Claim No. SC-1112-3 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-1112-3 approved; and partial payment in the reduced amount of $7,162.33 was directed contingent upon obtaining a Release and Covenant Not to Sue from Sandy Logan.

* * * * *

Item 24, being

AMENDMENT NO. ONE TO CONTRACT NO. K-0809-165: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CP&Y, INC., INCREASING THE CONTRACT AMOUNT BY $48,440 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE FRANKLIN ROAD BRIDGE PROJECT OVER LITTLE RIVER LOCATED ONE-HALF MILE WEST OF 12TH AVENUE N.W.

Councilmember Kovach moved that Amendment No. One to Contract No. K-0809-165 with CP&Y, Inc., increasing the contract amount by $48,440 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-0809-165, Amendment No. One, dated August 12, 2011, from John Clink, Capital Projects Engineer
2. Amendment No. One to Contract No. K-0809-165 with Exhibit A1, Hours
3. Bridge Alternatives map
4. Location map
5. Purchase Requisition No. 0000190369 dated August 12, 2011, in the amount of $48,440 to Chiang, Patel and Yerby, Inc.

and the question being upon approving Amendment No. One to Contract No. K-0809-165 with CP&Y, Inc., increasing the contract amount by $48,440 and upon the subsequent authorization 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 Amendment No. One to Contract No. K-0809-165 with CP&Y, Inc., increasing the contract amount by $48,440 approved; and the execution thereof was authorized.

* * * * *

Item 25, being:

CONSIDERATION OF FINAL ACCEPTANCE OF CONTRACT NO. K-1011-45 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DOWNEY CONSTRUCTION COMPANY FOR THE REAVES PARK PARKING LOT EXPANSION PROJECT.

Councilmember Kovach moved that the project be accepted and final payment in the amount of $2,193 to Downey Construction Company be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1011-45, Final, dated August 23, 2011, by Jud Foster, Director of Parks and Recreation
2. Purchase Order No. 201918 dated May 20, 2011, in the amount of $43,860 subtracting partial payments totaling $41,667 leaving a balance of $2,193

and the question being upon accepting the project 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 project accepted; and final payment in the amount of $2,193 to Downey Construction Company was directed.

* * * * *

Item 26, being:

CONTRACT NO. K-1112-8: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE 89ER DAY PARADE COMMITTEE IN THE AMOUNT OF $4,500 FOR COSTS ASSOCIATED WITH THE 89'ER DAY PARADE TO BE HELD APRIL 21, 2012.

Councilmember Kovach moved that Contract No. K-1112-8 with the 89er Day Parade Committee in the amount of $4,500 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-08 dated June 28, 2011, by Clint Mercer, Chief Accountant
2. Letter of request dated June 29, 2011, from Charles R. Hollingsworth, '89er Day Committee, to Brenda Hall, City Clerk
3. Contract No. K-1112-08

and the question being upon approving Contract No. K-1112-8 with the 89er Day Parade Committee in the amount of $4,500 and upon the subsequent authorization, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1112-8 with the 89er Day Parade Committee in the amount of $4,500 approved; and the execution thereof was authorized.

* * * * *

Item 27, being:

CONTRACT NO. K-1112-15: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND 3M COMPANY IN THE AMOUNT OF $180,254 FOR ENGINEERING SERVICES FOR TRAFFIC SIGN INVENTORY, MANAGEMENT, AND ASSESSMENT SERVICES FOR THE TRAFFIC CONTROL DIVISION AND BUDGET APPROPRIATION.

Councilmember Kovach moved that Contract No. K-1115-15 with 3M Company in the amount of $180,254 be approved, the execution thereof be authorized, and $100,254 be appropriated from the General Fund Balance (010-0000-253.20-00) to Telecommunication Equip/Computer Software (010-5023-429.53-04), which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-15 dated July 28, 2011, by David Riesland, Assistant Traffic Engineer with Attachment A, Summary of Budget Requirements, dated August 9, 2011
2. Contract No. K-1115-15 with Attachment A, Scope of Work, and Attachment B, Pricing

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1115-15 with 3M Company in the amount of $180,254 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-1115-15 with 3M Company in the amount of $180,254 approved; the execution thereof was authorized and $100,254 was appropriated from the General Fund Balance (010-0000-253.20-00) to Telecommunication Equip/Computer Software (010-5023-429.53-04).

* * * * *

Item 28, being:

CONTRACT NO. K-1112-18: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE METROPOLITAN FAIR HOUSING COUNCIL, INC., IN THE AMOUNT OF $20,000 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-18 with the Metropolitan Fair Housing Council, Inc., be approved, the execution thereof be authorized, and payment in the amount of $20,000 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-18 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-18
3. Agency Information
4. Purchase Requisition No. 0000190293 dated August 11, 2011, in the amount of $20,000 to Metropolitan Fair Housing Council

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-18 with the Metropolitan Fair Housing Council 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 Contract No. K-1112-18 with the Metropolitan Fair Housing Council approved; the execution thereof was authorized and payment in the amount of $20,000 was directed.

* * * * *

Item 29, being:

CONTRACT NO. K-1112-19: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COMMUNITY AFTER SCHOOL PROGRAM, INC., IN THE AMOUNT OF $3,230 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-19 with Community After School Program, Inc., be approved, the execution thereof be authorized, and payment in the amount of $3,230 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-19 dated August 2, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-19
3. Agency Information
4. Purchase Requisition No. 0000189874 dated August 2, 2011, in the amount of $3,230 to Community After School Program, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-19 with Community After School Program, Inc., 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 Contract No. K-1112-19 with Community After School Program, Inc., approved; the execution thereof was authorized and payment in the amount of $3,230 was directed.

* * * * *

Item 30, being:

CONTRACT NO. K-1112-20: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC., IN THE AMOUNT OF $28,384 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-16.

Councilmember Kovach moved that Contract No. K-1112-20 with Central Oklahoma Community Action Agency, Inc., be approved, the execution thereof be authorized, Resolution No. R-1112-16 be adopted, and payment in the amount of $28,384 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-20 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-20
3. Agency Information
4. Resolution No. R-1112-16
5. Purchase Requisition No. 0000189881 dated August 2, 2011, in the amount of $28,384 to Central Oklahoma Community Action Agency, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-20 with Central Oklahoma Community Action Agency, Inc., and upon the subsequent authorization, adoption, 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 Contract No. K-1112-20 with Central Oklahoma Community Action Agency, Inc., approved; the execution thereof was authorized, Resolution No. R-1112-16 be adopted, and payment in the amount of $28,384 was directed.

* * * * *

Item 31, being:

CONTRACT NO. K-1112-21: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HEALTH FOR FRIENDS, INC., IN THE AMOUNT OF $10,095 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-17.

Councilmember Kovach moved that Contract No. K-1112-21 with Health for Friends, Inc., be approved, the execution thereof be authorized, Resolution No. R-1112-17 be adopted, and payment in the amount of $10,095 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-21 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-21
3. Agency Information
4. Resolution No. R-1112-17
5. Purchase Requisition No. 0000189883 dated August 2, 2011, in the amount of $10,095 to Health for Friends, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-21 with Health for Friends, Inc., and upon the subsequent authorization, adoption, 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 Contract No. K-1112-21 with Health for Friends, Inc., approved; the execution thereof was authorized, Resolution No. R-1112-17 be adopted, and payment in the amount of $10,095 was directed.

* * * * *

Item 32, being:

CONTRACT NO. K-1112-22: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PROGRESSIVE INDEPENDENCE, INC., IN THE AMOUNT OF $5,653 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-18.

Councilmember Kovach moved that Contract No. K-1112-22 with Progressive Independence, Inc., be approved, the execution thereof be authorized, Resolution No. R-1112-18 be adopted, and payment in the amount of $5,653 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-22 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-22
3. Agency Information
4. Resolution No. R-1112-18
5. Purchase Requisition No. 0000189885 dated August 2, 2011, in the amount of $5,653 to Progressive Independence, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-22 with Progressive Independence, Inc., and upon the subsequent authorization, adoption, 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 Contract No. K-1112-22 with Progressive Independence, Inc., approved; the execution thereof was authorized, Resolution No. R-1112-18 be adopted, and payment in the amount of $5,653 was directed.

* * * * *

Item 33, being:

CONTRACT NO. K-1112-23: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HABITAT FOR HUMANITY IN THE AMOUNT OF $14,000 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-23 with Habitat for Humanity be approved, the execution thereof be authorized, and payment in the amount of $14,000 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-23 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-23
3. Agency Information
4. Purchase Requisition No. 0000189886 dated August 2, 2011, in the amount of $14,000 to Habitat for Humanity

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-23 with Habitat for Humanity 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 Contract No. K-1112-23 with Habitat for Humanity approved; the execution thereof was authorized and payment in the amount of $14,000 was directed.

* * * * *

Item 34, being:

CONTRACT NO. K-1112-24: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE SALVATION ARMY, A GEORGIA CORPORATION, IN THE AMOUNT OF $2,423 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-19.

Councilmember Kovach moved that Contract No. K-1112-24 with the Salvation Army, a Georgia Corporation, be approved, the execution thereof be authorized, Resolution No. R-1112-19 be adopted, and payment in the amount of $2,423 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-24 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-24
3. Agency Information
4. Resolution No. R-1112-19
5. Purchase Requisition No. 0000189890 dated August 2, 2011, in the amount of $2,423 to the Salvation Army

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-24 with the Salvation Army, a Georgia Corporation, and upon the subsequent authorization, adoption, 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 Contract No. K-1112-24 with the Salvation Army, a Georgia Corporation, approved; the execution thereof was authorized, Resolution No. R-1112-19 be adopted, and payment in the amount of $2,423 was directed.

* * * * *

Item 35, being:

CONTRACT NO. K-1112-25: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FOOD AND SHELTER FOR FRIENDS, INC., IN THE AMOUNT OF $12,491 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-25 with Food and Shelter for Friends, Inc., be approved, the execution thereof be authorized, and payment in the amount of $12,491 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-25 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-25
3. Agency Information
4. Purchase Requisition No. 0000189889 dated August 2, 2011, in the amount of $12,491 to Food and Shelter for Friends, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-25 with Food and Shelter for Friends, Inc., 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 Contract No. K-1112-25 with Food and Shelter for Friends, Inc., approved; the execution thereof was authorized and payment in the amount of $12,491 was directed.

* * * * *

Item 36, being:

CONTRACT NO. K-1112-26: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND UNIVERSITY OF OKLAHOMA (OU)/CART IN THE AMOUNT OF $25,000 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-26 with OU/CART be approved, the execution thereof be authorized, and payment in the amount of $25,000 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-26 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-26
3. Agency Information
4. Purchase Requisition No. 0000189891 dated August 2, 2011, in the amount of $25,000 to CART

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-26 with OU/CART 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 Contract No. K-1112-26 with OU/CART approved; the execution thereof was authorized and payment in the amount of $25,000 was directed.

* * * * *

Item 37, being:

CONTRACT NO. K-1112-27: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AGING SERVICES OF CLEVELAND COUNTY, INC., IN THE AMOUNT OF $8,077 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-27 with Aging Services, Inc., Inc., be approved, the execution thereof be authorized, and payment in the amount of $8,077 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-27 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-27
3. Agency Information
4. Purchase Requisition No. 0000189892 dated August 2, 2011, in the amount of $8,077 to Aging Services, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-27 with Aging Services, Inc., 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 Contract No. K-1112-27 with Aging Services, Inc., approved; the execution thereof was authorized and payment in the amount of $8,077 was directed.

* * * * *

Item 38, being:

CONTRACT NO. K-1112-28: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FULL CIRCLE SENIOR ADULT DAY CENTER, INC., IN THE AMOUNT OF $2,423 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-20.

Councilmember Kovach moved that Contract No. K-1112-28 with Full Circle Senior Adult Day Center, Inc., be approved, the execution thereof be authorized, Resolution No. R-1112-20 be adopted, and payment in the amount of $2,423 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-28 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-28
3. Agency Information
4. Resolution No. R-1112-20
5. Purchase Requisition No. 0000189893 dated August 2, 2011, in the amount of $2,423 to Full Circle Senior Adult Day Center

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-28 with Full Circle Senior Adult Day Center, Inc., and upon the subsequent authorization, adoption, 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 Contract No. K-1112-28 with Full Circle Senior Adult Day Center, Inc., approved; the execution thereof was authorized, Resolution No. R-1112-20 be adopted, and payment in the amount of $2,423 was directed.

* * * * *

Item 39, being:

CONTRACT NO. K-1112-29: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COMMUNITY SERVICES BUILDING, INC., IN THE AMOUNT OF $25,000 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-21.

Councilmember Kovach moved that Contract No. K-1112-29 with Community Services Building, Inc., be approved, the execution thereof be authorized, Resolution No. R-1112-21 be adopted, and payment in the amount of $25,000 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-29 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-29
3. Agency Information
4. Resolution No. R-1112-21
5. Purchase Requisition No. 0000189894 dated August 2, 2011, in the amount of $25,000 to Community Services Building, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-29 with Community Services Building, Inc., and upon the subsequent authorization, adoption, 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 Contract No. K-1112-29 with Community Services Building, Inc., approved; the execution thereof was authorized, Resolution No. R-1112-21 be adopted, and payment in the amount of $25,000 was directed.

* * * * *

Item 40, being:

CONTRACT NO. K-1112-30: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BETHESDA, INC., IN THE AMOUNT OF $2,423 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-22.

Councilmember Kovach moved that Contract No. K-1112-30 with Bethesda, Inc., be approved, the execution thereof be authorized, Resolution No. R-1112-22 be adopted, and payment in the amount of $2,423 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-30 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-30
3. Agency Information
4. Resolution No. R-1112-22
5. Purchase Requisition No. 0000189895 dated August 2, 2011, in the amount of $2,423 to Bethesda, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-30 with Bethesda, Inc., and upon the subsequent authorization, adoption, 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 Contract No. K-1112-30 with Bethesda, Inc., approved; the execution thereof was authorized, Resolution No. R-1112-22 be adopted, and payment in the amount of $2,423 was directed.

* * * * *

Item 41, being:

CONTRACT NO. K-1112-31: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MEALS ON WHEELS OF NORMAN, INC., IN THE AMOUNT OF $12,115 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-31 with Meals on Wheels, Inc., be approved, the execution thereof be authorized, and payment in the amount of $12,115 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-31 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-31
3. Agency Information
4. Purchase Requisition No. 0000189896 dated August 2, 2011, in the amount of $12,115 to Meals on Wheels, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-31 with Meals on Wheels, Inc., 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 Contract No. K-1112-31 with Meals on Wheels, Inc., approved; the execution thereof was authorized and payment in the amount of $12,115 was directed.

* * * * *

Item 42, being:

CONTRACT NO. K-1112-32: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THUNDERBIRD CLUBHOUSE, INC., IN THE AMOUNT OF $4,414 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-23.

Councilmember Kovach moved that Contract No. K-1112-32 with Thunderbird Clubhouse, Inc., be approved, the execution thereof be authorized, Resolution No. R-1112-23 be adopted, and payment in the amount of $4,414 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-32 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-32
3. Agency Information
4. Resolution No. R-1112-23
5. Purchase Requisition No. 0000189897 dated August 2, 2011, in the amount of $4,414 to Thunderbird Clubhouse, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-32 with Thunderbird Clubhouse, Inc., and upon the subsequent authorization, adoption, 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 Contract No. K-1112-32 with Thunderbird Clubhouse, Inc., approved; the execution thereof was authorized, Resolution No. R-1112-23 be adopted, and payment in the amount of $4,414 was directed.

* * * * *

Item 43, being:

CONTRACT NO. K-1112-33: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND UNITED WAY OF NORMAN, INC., IN THE AMOUNT OF $4,038 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-24.

Councilmember Kovach moved that Contract No. K-1112-33 with United Way of Norman, Inc., be approved, the execution thereof be authorized, Resolution No. R-1112-24 be adopted, and payment in the amount of $4,038 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-33 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-33
3. Agency Information
4. Resolution No. R-1112-24
5. Purchase Requisition No. 0000189898 dated August 2, 2011, in the amount of $4,038 to United Way of Norman, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-33 with United Way of Norman, Inc., and upon the subsequent authorization, adoption, 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 Contract No. K-1112-33 with United Way of Norman, Inc., approved; the execution thereof was authorized, Resolution No. R-1112-24 be adopted, and payment in the amount of $4,038 was directed.

* * * * *

Item 44, being:

CONTRACT NO. K-1112-34: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND AMONG FRIENDS ACTIVITY CENTER, INC., IN THE AMOUNT OF $2,220 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-34 with Among Friends Activity Center, Inc., be approved, the execution thereof be authorized, and payment in the amount of $2,220 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-34 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-34
3. Agency Information
4. Purchase Requisition No. 0000189899 dated August 2, 2011, in the amount of $2,220 to Among Friends Activity Center, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-34 with Among Friends Activity Center, Inc., 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 Contract No. K-1112-34 with Among Friends Activity Center, Inc., approved; the execution thereof was authorized, and payment in the amount of $2,220 was directed.

* * * * *

Councilmember Quinn asked that he be allowed to abstain from voting on Item 45 due to a conflict of interest. Thereupon, Councilmember Dillingham moved that Councilmember Quinn be allowed to abstain from voting on Item 45 due to a conflict of interest, which motion was duly seconded by Councilmember Ezzell; and the question being upon allowing Councilmember Quinn to abstain from voting on Item 45 due to a conflict of interest, a vote was taken with the following result:

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

The Mayor declared the motion carried and Councilmember Quinn was allowed to abstain from voting on Item 45 due to a conflict of interest.

* * * * *

Item 45, being:

CONTRACT NO. K-1112-35: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTER FOR CHILDREN AND FAMILIES, INC., IN THE AMOUNT OF $4,846 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-35 with Center for Children and Families, Inc., be approved, the execution thereof be authorized, and payment in the amount of $4,846 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-35 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-35
3. Agency Information
4. Purchase Requisition No. 0000189900 dated August 2, 2011, in the amount of $4,846 to Center for Children and Families, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-35 with Center for Children and Families, Inc., and upon the subsequent authorization and directive, a vote was taken with the following result:

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

The Mayor declared the motion carried and Contract No. K-1112-35 with Center for Children and Families, Inc., approved; the execution thereof was authorized and payment in the amount of $4,846 was directed.

* * * * *

Item 46, being:

CONTRACT NO. K-1112-36: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BRIDGES, INC., IN THE AMOUNT OF $1,615 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-36 with Bridges, Inc., be approved, the execution thereof be authorized, and payment in the amount of $1,615 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-36 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-36
3. Agency Information
4. Purchase Requisition No. 0000189902 dated August 2, 2011, in the amount of $1,615 to Bridges, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-36 with Bridges, Inc., 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 Contract No. K-1112-36 with Bridges, Inc., approved; the execution thereof was authorized and payment in the amount of $1,615 was directed.

* * * * *

Item 47, being:

CONTRACT NO. K-1112-37: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BIG BROTHERS BIG SISTERS OF OKLAHOMA, CLEVELAND COUNTY OFFICE, IN THE AMOUNT OF $2,625 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-37 with Big Brothers Big Sisters of Oklahoma, Cleveland County Office, be approved, the execution thereof be authorized, and payment in the amount of $2,625 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-37 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-37
3. Agency Information
4. Purchase Requisition No. 0000189903 dated August 2, 2011, in the amount of $2,625 to Big Brothers/Big Sisters

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-37 with Big Brothers Big Sisters of Oklahoma, Cleveland County Office, 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 Contract No. K-1112-37 with Big Brothers Big Sisters of Oklahoma, Cleveland County Office, approved; the execution thereof was authorized and payment in the amount of $2,625 was directed.

* * * * *

Item 48, being:

CONTRACT NO. K-1112-38: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EAST MAIN PLACE, INC., IN THE AMOUNT OF $8,884 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-38 with East Main Place, Inc., be approved, the execution thereof be authorized, and payment in the amount of $8,884 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-38 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-38
3. Agency Information
4. Purchase Requisition No. 0000189888 dated August 2, 2011, in the amount of $8,884 to East Main Place

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-38 with East Main Place, Inc., 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 Contract No. K-1112-38 with East Main Place, Inc., approved; the execution thereof was authorized and payment in the amount of $8,884 was directed.

* * * * *

Item 49, being:

CONTRACT NO. K-1112-39: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE WOMEN'S RESOURCE CENTER, INC., IN THE AMOUNT OF $4,038 AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND ADOPTION OF RESOLUTION NO. R-1112-25.

Councilmember Kovach moved that Contract No. K-1112-39 with the Women's Resource Center, Inc., be approved, the execution thereof be authorized, Resolution No. R-1112-25 be adopted, and payment in the amount of $4,038 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-39 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-39
3. Agency Information
4. Resolution No. R-1112-25
5. Purchase Requisition No. 0000189933 dated August 3, 2011, in the amount of $4,038 to Women's Resource Center, Inc.

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-39 with the Women's Resource Center, Inc., and upon the subsequent authorization, adoption, 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 Contract No. K-1112-39 with the Women's Resource Center, Inc., approved; the execution thereof was authorized, Resolution No. R-1112-25 be adopted, and payment in the amount of $4,038 was directed.

* * * * *

Item 50, being:

CONTRACT NO. K-1112-40: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, IN THE AMOUNT OF $79,140 ACTING AS A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AS AGREED UPON UNDER THE 37TH YEAR CDBG PROGRAM AND THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

Councilmember Kovach moved that Contract No. K-1112-40 with Norman Affordable Housing Corporation acting as a CHDO be approved, the execution thereof be authorized, and payment in the amount of $79,140 be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-40 dated August 5, 2011, by Linda Price, Revitalization Manager
2. Contract No. K-1112-40
3. Agency Information
4. Purchase Requisition No. 0000189934 dated August 3, 2011, in the amount of $79,140 to Norman Affordable Housing Corporation

Participants in discussion
1. Ms. Linda Price, Revitalization Manager

and the question being upon approving Contract No. K-1112-40 with Norman Affordable Housing Corporation acting as a CHDO 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 Contract No. K-1112-40 with Norman Affordable Housing Corporation acting as a CHDO approved; the execution thereof was authorized and payment in the amount of $79,140 was directed.

* * * * *

Item 51, being:

CONTRACT NO. K-1112-45: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA TAX COMMISSION FOR THE ADMINISTRATION OF SALES TAX AND USE TAX.

Councilmember Kovach moved that Contract No. K-1112-45 with the Oklahoma Tax Commission be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-45 dated August 11, 2011, by Anthony Francisco, Director of Finance
2. Contract No. K-1112-45 with Exhibit A, Retention Fee as of September 1, 1989 per Title 68-Section 2702

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

and the question being upon approving Contract No. K-1112-45 with the Oklahoma Tax Commission 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-1112-45 with the Oklahoma Tax Commission approved; and the execution thereof was authorized.

* * * * *

Item 52, being:

ORDINANCE NO. 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.

Ordinance No. O-1011-62 having been Introduced and adopted upon First Reading by title in City Council's meeting of August 9, 2011, Councilmember Kovach moved that Ordinance No. O-1011-62 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. O-1011-62 dated May 19, 2011, by Doug Koscinski, Current Planning Manager
2. Ordinance No. O-1011-62
3. Location map
4. Staff Report dated July 14, 2011, recommending approval
5. Informational Meeting for Norman Predevelopment Summary Case No. PD11-19, for Mohammad Davani for property located at 117 North Crawford Avenue
6. Site plan
7. Norman Predevelopment Summary Case No. PD11-19 dated June 23, 2011, for Mohammad Davani for property located at 117 North Crawford Avenue
8. Protest Map containing 3.5% protest within notification area
9. Letter of protest dated May 28, 2011, from Phyllis Woodard to Norman Planning Commission
10. Pertinent excerpts from Planning Commission minutes of July 14, 2011

Participants in discussion
1. Mr. Michael Sherrod, 904 North Peters Avenue, attorney representing the applicant

Item 52, continued:

and the question being upon adopting Ordinance No. O-1011-62 upon Second Reading section by section, a vote was taken with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-62 was adopted upon Second Reading section by section.

Thereupon, Councilmember Dillingham moved that Ordinance No. O-1011-62 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1011-62 upon Final Reading as a whole, the roll was called with the following result:

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

The Mayor declared the motion carried and Ordinance No. O-1011-62 was adopted upon Final Reading as a whole.

* * * * *

Item 53, being:

ORDINANCE NO. O-1112-09: 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.

Ordinance No. O-1112-09 having been Introduced and adopted upon First Reading by title in City Council's meeting of August 9, 2011, Councilmember Dillingham moved that Ordinance No. O-1112-09 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. O-1112-9 dated August 4, 2011, by Leah Messner, Assistant City Attorney
2. Ordinance No. O-1112-9
3. Legislatively notated copy of Ordinance No. O-1112-9
4. City Council Oversight Committee minutes of August 3, 2011
5. Petition of protest containing 27 signatures

Participants in discussion
1. Ms. Brenda Hall, City Clerk
2. Mr. Jeff Bryant, City Attorney
3. Mr. Anthony Francisco, Director of Finance
4. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions
5. Mr. Mark Campbell, 2821 Dewey Avenue, asked questions
6. Ms. Ann Gallagher, 1522 East Boyd Street, asked questions
7. Mr. Keith Allen, 1605 South Pickard, protestant
8. Mr. Zak Abbott, 106 Castro Street, made comments
9. Mr. Sevier White, 2532 Butler Drive, proponent

Item 53, continued:

and the question being upon adopting Ordinance No. O-1112-09 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-1112-09 was adopted upon Second Reading section by section.

Thereupon, Councilmember Dillingham moved that Ordinance No. O-1112-09 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1112-09 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-1112-09 was adopted upon Final Reading as a whole.

* * * * *

Item 54, being:

ORDINANCE NO. 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.

Ordinance No. O-1112-07 having been Introduced and adopted upon First Reading by title in City Council's meeting of August 9, 2011, Councilmember Griffith moved that Ordinance No. O-1112-07 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. O-1112-07 dated August 2, 2011, by Brenda Hall, City Clerk
2. Ordinance No. O-1112-07
3. Legislatively notated copy of Ordinance No. O-1112-07

Participants in discussion
1. Ms. Brenda Hall, City Clerk

and the question being upon adopting Ordinance No. O-1112-07 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-1112-07 was adopted upon Second Reading section by section.

Item 54, continued:

Thereupon, Councilmember Kovach moved that Ordinance No. O-1112-07 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1112-07 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-1112-07 was adopted upon Final Reading as a whole.

* * * * *

Item 55, being:

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.

Ordinance No. O-1112-08 having been Introduced and adopted upon First Reading by title in City Council's meeting of August 9, 2011, Councilmember Kovach moved that Ordinance No. O-1112-08 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. O-1112-08 dated August 2, 2011, by Brenda Hall, City Clerk
2. Ordinance No. O-1112-08
3. Special Election Proclamation and Notice of Election

and the question being upon adopting Ordinance No. O-1112-08 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-1112-08 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1112-08 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Quinn; and the question being upon adopting Ordinance No. O-1112-08 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-1112-08 was adopted upon Final Reading as a whole.

* * * * *

Item 56, being:

RESOLUTION NO. R-1112-30: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2011.

Councilmember Kovach moved that Resolution No. R-1112-30 be adopted, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. R-1112-30 dated August 18, 2011, by Brenda Hall, City Clerk
2. Resolution No. R-1112-30

and the question being upon adopting Resolution No. R-1112-30, 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-1112-30 was adopted.

* * * * *

MISCELLANEOUS DISCUSSION

Fatality Near Lake Thunderbird. Councilmember Spaulding asked Council to allow Mr. William Mathis, a constituent of his, to speak about a motorcycle accident that occurred last weekend by Lake Thunderbird that involved a fatality.

Mr. William Mathis, 929 108th Avenue N.E., said there is a Thunderbird boat ramp at the end of the street where he lives which has a very dangerous curve. He said the first warning sign is 100 yards from the curve and many vehicles carrying boats on boat trailers exceeding the speed limit when they reached the curve lost control of their vehicles. He said this is a serious issue that needs to be addressed before there was another accident.

Mayor Rosenthal said that Mr. Shawn O'Leary, Director of Public Works, would contact Mr. Mathis, inspect the site, and look at how to rectify the situation.

*

Campus Corner Tax Increment Finance District. Mr. Mark Campbell, 2821 Dewey Avenue, said Norman citizens had invested money into the Campus Corner Tax Increment Finance District (TIF) several years ago but Campus Corner would not allow small vendors to sell on their property. He urged citizens to avoid support of any TIF's in the future.

*

CART Service. Mr. Mark Campbell, 2821 Dewey Avenue, voiced concerns about CART being able to provide service to the entire community due to overdevelopment.

*

Thanks to Councilmember Spaulding. Mr. Bobby Stevens, 3801 108th Avenue S.E., said he appreciated Councilmember Spaulding checking with him to make sure the problem he had previously reported had been taken care of.

*

Animal Shelter Election. Mr. Bobby Stevens, 3801 108th Avenue S.E., was unsure how the improvements at the Animal Shelter would be funded but he hoped they would be accomplished because the Animal Shelter is in poor condition and unsafe. He said he believes in a "No-Kill Shelter" and the improvement would benefit the citizens. He wished the Animal Shelter could be moved next to the new Cleveland County Jail which would be closer to Moore.

*

Watch for Children Going to School. Mr. Bobby Stevens, 3801 108th Avenue S.E., urged citizens to watch for children because many have started school.

Councilmember Quinn said Norman schools start Wednesday, August 24th and approximately 12,000 children make their way to school. He urged citizens to pay attention to school zones and drive carefully.

Councilmember Dillingham said she had driven by all of the schools in her ward and noticed many children visiting the schools in anticipation of the first day of school. She said children are excited and not always paying attention, so please watch the school zones.

Mayor Rosenthal also urged drivers to drive safely during the start of school including the young adults at the University of Oklahoma who started yesterday.

*

Game Day Parking. Mr. Jim Stanley, 3922 Pine Tree Circle, said the parking lot used by Norman Economic Development Coalition is used for game day parking and that the City should be making some money from that.

*

Game Day Vendors. Mr. Keith Allen, 1605 South Pickard Avenue, said the petition provided to City Council this evening was signed by many retailers who opposed the low cost to solicitor/peddlers for their fee and bond to the City.

Mr. Sevier White, 2532 Butler Drive, thanked City Council for doing their job. He said he has appreciated all that Council has done throughout the years. He said there were six game days this year and he would not be able to work the first ballgame because the ordinance would not go into effect for thirty days. He asked the City Attorney if there was some type of exception he could obtain to be able to sell for the first game.

Mr. Jeff Bryant, City Attorney, said the Ordinance did not have an emergency clause which allowed the ordinance to be effective immediately and there was no exception. He said the first game would fall under the guidelines of the original ordinance.

Mr. Zak Abbott, 106 Castro Street, asked if a special area could be created for the game day vendors and suggested the University of Oklahoma Duck Pond or a parking lot across from the stadium.

Mayor Rosenthal said both of those properties are owned by the University of Oklahoma and regulated by the University.

Councilmember Dillingham said she had made a list of every issue discussed this evening and one is to determine whether an area owned by the City of Norman can be identified that falls under all of the ordinance requirements.

Councilmember Spaulding said there had been arguments made that the "bricks and mortar" businesses are community supporters whereas the temporary vendors may not be. He said many of the temporary vendors are local non-profits and individuals from Norman who are community participants and supporters. He said it had been said that a large percentage of a business's sales are made during game day. He said his family used to own a flower shop across the street from Norman High School and he understood the significance of a big day or two a year. He said that there is nothing prohibiting any business setting up a tent and selling outdoors. He said many have said there was no way to know if a game day vendor pays sales tax or not. He said he cannot oppose someone because he "might" act criminally. He said at one time he was knocking on doors and selling lawn services and he is glad that he had not been stopped. He said he is very pro business and supports fewer government restrictions and less government interference. He said he looked forward to visiting these issues on the Oversight Committee and God Bless Norman.

*

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

Mayor Rosenthal said enrollment has increased at the University of Oklahoma (OU) and a larger number of young people will be buying goods and services in Norman as well as their parents. She said the Norman Convention and Visitors' Bureau has embarked on an initiative to increase hospitality in Norman to make those OU students feel welcome in Norman.

*

Miscellaneous Discussion, continued:

September 11. Councilmember Gallagher reminded everyone that September 11 will be here soon and urged citizens to purchase and fly a flag on that day. He said people are overseas fighting to protect the freedoms of the United States.

*

Thanks to City of Norman Employees. Councilmember Kovach said many Councilmembers thanked those who provided emergency services and he thought bringing forth a resolution would be appropriate.

Councilmember Dillingham said the Public Safety workers had worked during the extreme heat this summer and they are appreciated. She said this is also true for our Sanitation Workers, Wastewater Treatment Plant employees, and street crews. She said all employees should be recognized for providing quality service.

*

First Reading Ordinances. Councilmember Kovach said he understood the reason why Councilmembers do not discuss Ordinances on First Reading but if a citizen wants to discuss something and give input, they should be allowed to do so because they could possibly provide information to be used for the next meeting.

*

Community Planning and Transportation Committee. Councilmember Dillingham said the Community Planning and Transportation Committee will meet on Wednesday, August 24, 2011, at 5:30 p.m. and one of the topics would be CART services. She urged Mr. Campbell to attend.

*

Reception for New Police Chief. Mr. Steve Lewis, City Manager, announced that there will be reception held for Mr. Keith Humphrey, Police Chief, on Monday, August 29, 2011, from 4:00-6:00 p.m. with remarks at 5:00 p.m. He said business owners and Norman residents were invited to attend.

*

Rock Creek Road Overpass. Mr. Steve Lewis, City Manager, said information will be provided in a few days regarding the opening of the Rock Creek Road Overpass which will be next week.

*

Citizens' Police Academy. Mr. Steve Lewis, City Manager, said the Citizens' Police Academy will begin Tuesday, August 30th, and 20 people will be participating. He said a second class will be starting sometime in February, 2012.

* * * * *

ADJOURNMENT

There being no further business, Councilmember Kovach moved that the meeting be adjourned, which motion was duly seconded by Councilmember Quinn; 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 9:35 p.m.

ATTEST:

City Clerk Mayor

CITY COUNCIL
COMMUNITY PLANNING AND TRANSPORTATION
COMMITTEE MINUTES
August 24, 2011

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the Conference Room on the 24th day of August, 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 Gallagher Kovach, Lockett, and Chairman Dillingham
ABSENT:	None
OTHER STAFF PRESENT:	Mr. John Clink, Capital Project Engineer Ms. Susan Connors, Planning and Community Development Director Mr. Jim Griffith, Councilmember Mr. Steve Lewis, City Manager Mr. Angelo Lombardo, Traffic Engineer Mr. Blaine Nice, Assistant City Attorney Mr. Shawn O'Leary, Director of Public Works Ms. Cindy Rosenthal, Mayor Mr. Scott Sturtz, Capital Projects Manager Ms. Karla Chapman, Administrative Technician
OTHER GUESTS PRESENT:	Ms. Leslie Harrison, Bicycle Advisory Committee Mr. Harold Heiple, Attorney, Norman Developers' Council Mr. Gary Miller, Chair, Bicycle Advisory Committee Mr. Paul Minnis, Bicycle Advisory Committee Mr. Doug Myers, OU Parking and Transportation Administrator Ms. Janice Oak, Progressive Independence Mr. Bill Swain, Cardinal Engineering Mr. Ronald Wendel, Citizen Mr. Wayne Wickman, OU Transit Operations Manager

STATUS REPORT ON REQUEST TO ADOPT A POLICY FOR PARTICIPATION IN THE DRAFING OF NEW ORDINANCES BY REPRESENTATIVES OF GROUPS DIRECTLY AFFECTED.

Chairman Dillingham said Mr. Harold Heiple, Attorney for Norman Developers Council (NDC), sent a letter dated July 12, 2011, to the Norman City Councilmembers and City Manager requesting Council consideration of adopting a new policy regarding drafting of comprehensive ordinances and the Community Planning and Transportation Committee (CPTC) met and discussed the topic on July 21, 2011.

At that time, Chairman Dillingham requested Staff research Mr. Heiple's proposal to determine where issues may arise regarding the City Charter and City Ordinances and stated at that time that an actual resolution may *not* be necessary but rather a clear and direct commitment that certain steps be done when crafting policy.

In preparation for today's CPTC meeting, Staff had discussions with Mr. Heiple regarding the issues that led to his request. Those issues ranged for the definition of "comprehensive"; the possible misperception from the language that might result in diminishing the utilization of City Staff to research other ordinances in putting together initial drafts; the frustration of language changing in ordinances from one public meeting to the next, without clear documentation of the proposed changes; and the need to seek input from stakeholders 13-42night be affected by new ordinances. The more prevalent issues appeared to be making sure input is received from

stakeholder groups and making certain once a draft is submitted for public discussion, that changes in the draft are clearly documented.

Mr. Heiple mentioned to Staff he felt the current work being done in consultation with Developer representatives on a Traffic Impact Study requirements ordinance was proceeding smoothly and as a result felt the issues he raised could possibly be handled administratively through the City Manager's Office. Based on discussions, Mr. Heiple, on behalf of NDC, requested the CPTC consider his proposal withdrawn for now, while trying to work on these issues through the City Manager's Office.

Chairman Dillingham felt there will be many opportunities in the upcoming future for Staff, Council, and groups with vested interests to work through drafting policies and Mr. Heiple agreed. She asked Mr. Heiple if he felt Staff should still prepare initial drafts and he answered in the affirmative. He said that his proposal did not intend to take Staff out of the ordinance drafting process, but rather to take an operational department out of the physical typing of the ordinance and putting it in the hands of an administrative department, i.e., City Attorney's Office, City Clerk's Office, and/or City Manager's Office.

Mr. Heiple felt putting the ordinance drafting in the hands of an operational department would take the proprietary interest and over-regulation out of the equation. He said it was also very important to have participation from groups with vested interests who may be affected by proposed ordinances involved early in the process and the Committee agreed. Mr. Heiple said he felt a group was not just any individual who desired to discuss the proposal, but rather organized groups that have a legitimate interest, i.e., business, Chamber of Commerce, Sierra Club, Bike Club, and Parents and Teachers Association (PTA), etc. He said the Flood Plain Permit Revision and the Property Owners Association Ordinances are two of the best examples that demonstrate why this process can produce good ordinances that are efficient and move smoothly through public comment and Council. He said both proposed ordinances included constant input from people who attended various meetings and produced an ultimate draft that did not provoke public discretion as opposed to the more recent ordinances that did not include public input from the very beginning, i.e., Storm Water Quality Protection Zone, Greenbelt, and Lighting Ordinances.

Mr. Heiple said when speaking to Mr. Jeff Bryant, City Attorney, he stressed his proposal may not need to be a Council policy if the City Manager understands that he can issue a directive to City Department Heads stating when crafting City ordinances, participation from groups with vested interests are wanted and should be involved from the very beginning. He said this process can be initially "tested" with Staff's proposal for guidelines for new traffic studies with the intent that groups with vested interest will participate in the draft process. Mr. Heiple said he has taken the Staff's preliminary draft, made revisions, and circulated the proposed draft among developers. He said the proposed draft revision will be given back to Staff and a series of public meetings will be scheduled so the draft can be discussed section by section.

Mr. Heiple also felt the Council Sub-Committee process needed to be revised and said he would put submit written comments that could hopefully be reviewed and discussed at the Council Retreat scheduled for September 17, 2011. He felt if Council considered making some changes to the process it could improve the Council's ability to serve, as well as, improve the product/proposal coming forward to the public. Mr. Heiple said a part of his concern about the drafting of ordinances has been the fact that during Council Sub-Committees, Staff is directed to expend resources and time on items that have not been approved by Council majority.

Councilmember Lockett felt Council having informal and/or general discussions on proposals is important before a proposal is submitted as an item for Council consideration and the Committee agreed.

Items submitted for record

1. Memorandum dated August 18, 2011, from Mr. Jeff Harley Bryant, City Attorney, to Councilmember Dillingham, Chair of Community Planning and Transportation Committee, and Mr. Steve Lewis, City Manager

CART RIDERSHIP REPORT.

Mr. Doug Myers, OU Parking and Transportation Administrator, said the July 2011 ridership increased two percent from last year and Cleveland Area Rapid Transit (CART) will be adding a new monthly chart to the ridership report for the Community Planning and Transportation Committee (CPTC) that will be more format friendly, therefore easier to interpret.

Chairman Dillingham said according to the presentation given to Council at the August 23, 2011, Council Conference, by Mr. J.R. Reskovac, Capitol Decisions, CART may not lose all the federal funding originally predicted beginning July 2012, when all federal and public transit funding will go back under Central Oklahoma Transportation and Parking Authority (COPTA). This will be important because CART will be able to continue to utilize any federal dollars for operation match. Chairman Dillingham said she and Mr. Myers will meet with Mr. David Whitaker, CEO of Norman Regional Health System, next week to discuss Norman Regional Hospital supporting CART financially as well as assisting with core Norman residents who cannot get to doctor appointments as conveniently as they used to.

Mayor Rosenthal asked CART about discontinuing the far side Norman routes/stops and Mr. Myers said there have been discussions to discontinue, but the far side routes/stops have not been dropped yet. He said Metro-Transit implemented the far side Norman routes/stops but discontinued them after one year because of the safety issues. Mr. Myers said with the new automated passenger counters, CART can determine and adjust what location stops are being utilized by citizens. He said he will suggest to Council in July 2012, the need to rearrange some routes in order to be more efficient, as well as, discontinue far side Norman routes. Chairman Dillingham asked CART Staff to please put this information on their website so the public will have access and be aware of the far side Norman routes.

Mr. Myers said Thursday, August 25, 2011, will be an ozone alert day and CART ridership will be free.

Items submitted for the record

1. Cleveland Area Rapid Transit Ridership Totals for the Month of July 2011
2. Cleveland Area Rapid Transit Ridership Route Detail Report for the Month of July 2011, based on data collected via automated passenger counters

INCORPORATION OF BICYCLE LANES INTO THE CEDAR LANE WIDENING AND RECONSTRUCTION PROJECT.

Mr. Angelo Lombardo, Traffic Engineer, said Council adopted Resolution No. R-0809-97 on January 27, 2009, requesting federal funds to pay for 80% of the cost of the Cedar Lane Widening and Reconstruction and on February 9, 2010; Council adopted Resolution No. R-0910-88 requesting an amendment to the Oklahoma City Area Regional Transportation (OCART) Plan, designating Cedar Lane Road as a four-lane urban arterial roadway. He said on October 10, 2010, Council adopted Resolution No. R-1011-55 revising Norman's Bike Route Map as recommended by the Norman Bicycle Advisory Committee (BAC) which features the re-introduction of bike lanes along several City streets and on November 8, 2010 the BAC unanimously approved support for the inclusion of bike lanes in the Project.

Mr. Lombardo said Council approved Contract No. K-1011-135 with Cardinal Engineering on February 8, 2011, for the design of the Cedar Lane Project. He said Cedar Lane Road includes several elements that make it a quality multimodal roadway with bicycle lanes such as:

- Recently approved preliminary plats, i.e., Links at Norman Addition, Cedar Lane Addition, and Campus Crest Addition;
- Cedar Lane Road is identified as a Bike Route in Norman's Bicycle Transportation Plan;
- Recent improvements to the bicycle transportation network in the area:
  - ❖ Multimodal paths across Reaves Park and the Oklahoma University (OU) Rugby Fields,
  - ❖ Scheduled adoption of OU's Bicycle Transportation Master Plan and implementation of specific projects;
  - ❖ New traffic signal at Jenkins Avenue and Stinson Street;
  - ❖ Development of OU's south campus, including classroom space;
  - ❖ Connection to recently approved bike lane serving several apartment complexes with high college student occupancy; and
  - ❖ Construction of a 10-foot wide multimodal path along Classen Boulevard, between Imhoff Road and Constitution Street.
- Proximity to the largest generator of bicycle traffic (OU);
- Consistent with the regional multimodal transportation vision in Encompass 2035; and
- Supports May 2011 recent designation of Norman as a Bicycle Friendly Community (Bronze Level) by the League of American Bicyclists.

Mr. Lombardo said bike lanes accomplish the following:

- Support and encourage bicycling as a means of transportation;
- Help define road space;
- Promote a more orderly flow of traffic;
- Encourage bicyclists to ride in the correct direction, with flow of traffic;
- Give bicyclists a clear place to be so they are not tempted to ride on the sidewalk;
- Remind motorists to look for cyclists when turning or opening car doors;
- Signal motorists that cyclists have the right to the road;
- Reduce the change that motorists will stray into cyclists' path of travel;
- Make it less likely that passing motorists swerve toward opposing traffic; and
- Decrease the stress level of bicyclists riding in traffic

Mr. Lombardo said Staff and the BAC request Council consider revising the City's Bicycle Transportation Plan (BTP) to include the following three streets as Striped Bike Lane facilities: Cedar Lane Road, from 12th Avenue S.E. to one half mile east of 24th Avenue S.E., which is most urgent because the project is underway and Staff if trying to secure federal funds for the construction; Oak Tree Avenue, from 12th Avenue S.E. to Constitution Street; and 12th Avenue S.E. from State Highway 9 to Cedar Lane Road.

Mr. Lombardo said Staff is seeking input from Council whether to proceed with the design of the Cedar Lane Project as a multimodal roadway with bicycle lanes. He said the BAC is attempting to address and designate collector streets as part of the bicycle route system when new neighborhoods are developed and each time the BTP is amended, maps must also be revised and reprinted. Mr. Lombardo said the challenge is making a decision that would allow Staff to move forward with the design on a project that may not be constructed for 18 months, should Staff be successful in obtaining federal funding for the project.

Mr. Lombardo said the width and standards of bike lanes must conform to the adopted federal guidelines. He reminded the Committee that construction of bike lanes is eligible for federal funding and for cost purposes Staff looked at three alternatives.

Alternative	Local Share	Cost Difference
1. Four lanes with five-foot sidewalks on both sides of the street (estimated cost: $5,952,000)	$1,190,400	
2. Four lanes with ten-foot multimodal paths on both sides of the street (estimated cost: $6,143,000)	$1,228,600	$38,200 (+3.21%)
3. Four lanes with five-foot sidewalks and five-foot bicycle lanes on both sides of the street (estimated cost: $6,205,000)	$1,241,000	$50,600 (+4.25%)

Mr. Lombardo said Staff will begin working on preparing a request for federal funding for the project in November, to be submitted in December. He said there are certain requirements that need to be accomplished between now and November in order to obtain more federal points in the process of project rating and ranking. The preliminary plans for project need to be completed and submitted to Oklahoma Department of Transportation (ODOT), as well as meeting with ODOT to discuss the design. Mr. Lombardo said if these requirements are not met, it is very unlikely the City will have enough points on the project for it to qualify for the next federal fiscal year.

Mr. Paul Minnis, BAC Member, said the cost difference to add wider bike paths will offset the cost to build additional parking for newly developed areas of Norman and Mayor Rosenthal agreed. Councilmember Lockett asked Staff if a traffic count had been conducted for 12th Avenue and Mr. Lombardo said Staff is in the process of scheduling the collection of updated data for this week or next. He felt in order to make a future decision for bike paths on 12th Avenue, Council would need the traffic count information.

Councilmember Kovach asked if street maintenance costs are reduced when five-foot bike paths are installed on a street and Mr. Lombardo said that is a true statement for rural streets, but the Cedar Lane Project is an urban street section with a curb and gutter style drainage system, therefore reduced street maintenance is not an option. He said in a rural environment, when installing paved shoulders, the ditch and drainage are moved which shifts the water that would undermine the base of the road/street, thus adding life to the pavement. Councilmember Kovach asked if the addition of bike lanes to the street would help with the federal points and ranking and Mr. Lombardo said not at this time, but he felt having multimodal facilities will be a factor for the federal points and ranking process in the near future. Councilmember Lockett asked what the expectable life of the proposed street would be and Mr. Lombardo said the street should only need striping maintenance for the first 20 years. He said Cedar Lane Road will be both concrete and asphalt and typically after 20 years a mill overlay may need to be completed.

Mr. Lombardo said the BAC will be looking at newly developed areas in Norman over the next two or three months to identify segments of roadway that need to be included as biking facilities in the BTP and will submit all the recommendations, including the three proposed bike lane additions in today's presentation, i.e., Oak Tree Avenue, 12th Avenue S.E., and Cedar Lane Road, for Council consideration.

The Committee discussed and felt alternative three would be the best option, but requested Staff provide the presentation at the Council Conference on September 13, 2011, for full Council consideration.

Items submitted for the record

1. PowerPoint presentation entitled *"Cedar Lane Road Widening and Reconstruction Project Accommodation for Bicyclists"*, City Council Community Planning and Transportation Committee Meeting, dated August 24, 2011

PRIORITIZATION OF THE LIST OF TOPICS FOR DISCUSSION BY THE COMMITTEE.

1. Transportation Master Plan scoping process and update
2. Improve overall process for advancing large and/or capital projects
3. Amend requirements for new apartment complex developments, including recycling
4. Review having more than only one household hazardous waste event per year
5. Review possibility of allowing golf carts on City streets
6. Future Staff update on the Sidewalk Master Plan
7. Fire Code amendments
8. Commuter rail

Transportation Master Plan Scoping:
Mr. Shawn O'Leary, Public Works Director, provided a brief update on the Transportation Master Plan (TMP) Scoping process stating the selection committee has selected H.W. Lochner, an engineering firm from Kansas City, and Staff is currently negotiating the final elements of the contract. He said it will be a very ambitious schedule and Staff hopes to have it as an agenda item for Council's consideration on September 13, 2011. Mr. O'Leary said the TMP scoping process will be very public-input oriented; involve a steering committee, possibly the Community Planning and Transportation Committee (CPTC), an envisioning committee made up of citizens selected by Council, i.e., rail interest, car interest, bike interest, airport interest, and bus interest, and meetings for the steering envisioning in all of the eight wards. He said all the meetings and information gathering, including a detailed survey conducted by ETC would be completed by December 2011. Mr. O'Leary said having the scoping process completed by this timeframe would allow Council the time in the spring, during the budget process, to decide if this project should move forward. Councilmember Kovach requested the scoping process also include one large public meeting to accommodate those citizens who were unable to attend their Ward meeting. He said Staff should consider all the various interest groups that need to be specifically invited to the public meeting and Mr. O'Leary agreed stating Staff felt the various interest groups should be invited to attend one or more of the Ward meetings. Chair Dillingham asked Staff what the budget amount was for the TMPS and Mr. O'Leary said it as $30,000.

Improve Overall Process for Advancing Large and/or Capital Projects:
Chair Dillingham said progress needs to be made gathering citizen input and Staff research when advancing large and/or capital projects to Council Committees and/or Council as a whole. She said the CPTC oversee the larger and lengthier City projects and rely on critical input in order to improve the overall process, i.e., what is the City and/or Staff doing well or *not* doing well and how can the City and/or Staff make the larger projects be the best they can be in terms of informing, educating, and gathering citizen input. For the September 22, 2011, CPTC, Chair Dillingham requested the City Manager and Staff look at the Storm Water Master Plan (SWMP) and determine a productive format of how to divide the SWMP work plan into practical and effective categories in order to begin moving the storm water issues forward. She said other important projects that need to move forward are the Greenway Master Plan (GMP) and the West Lindsey Street Project.

Amend Requirements for New Apartment Complex Developments, to Include Recycling:
Councilmember Kovach said he discussed amending future requirements for apartments, from the planning aspect, with Chief Fullingim. As a part of this issue, he felt apartment complex residents should have the opportunity to recycle and suggested requiring new apartment complexes development(s) to have a small section on premises for recycling. Councilmember Kovach felt the City, as well as the citizens, are missing a huge opportunity for recycling. Mayor Rosenthal said an OU student conducted an experiment with a primarily OU student apartment complex and from the experiment learned what went well and what did not go well. She said Mr. Ken Komiske, Director of Utilities, could share the results of the experiment to assist during the design process if recycling should become a future requirement for apartment complexes. Mayor Rosenthal said the service side of recycling should be considered during the re-bidding phase of the recycling contract.

Annual Household Hazardous Waste Event (HHWE):
Chairman Dillingham said constituents have requested having more than one HHWE per year.

Golf Carts on City Streets:

Councilmember Kovach said constituents have asked about allowing golf carts on slow moving City streets that are 25 miles per hour (mph) or less and only during the day light hours. He said Bethel Baptist Church requested to use golf carts to transfer people back and forth from the multiple church facilities/parking lots located on Lindsey Street. Councilmember Kovach said citizens who only need to travel a few blocks and/or yards would rather not have to get into a vehicle in order to get to their destination and feel a golf cart would be a great option. Mayor Rosenthal understood the desire but said unless State law has changed golf carts are prohibited on city streets. Councilmember Kovach said he researched and it is not a State law violation and other municipalities within the state allow golf carts. Chairman Dillingham said in instances where golf carts are allowed, they must have turn signals and lights.

Future Staff Update for Sidewalk Master Plan:
Ms. Janice Oak, Progressive Independence, said her focus is primarily accessibility and felt accessibility should be a priority for every transportation project. Mayor Rosenthal said in the near future, the CPTC may request Staff provide an update on the Sidewalk Master Plan and the inventory efforts being performed. Councilmember Kovach said he has a lot of sidewalk requests for accessibility and Americans with Disabilities Act (ADA) issues in Ward Two (2) and Mr. Shawn O'Leary, Public Works Director, said new ADA guidelines are coming forth in September 2011. Chairman Dillingham requested Staff bring back an overview of the new ADA requirements, a sidewalk accessibility update, and a survey of all building requirements to make certain accessibility is not being overlooked.

Fire Code Amendments:
Mr. Steve Lewis, City Manager, said the Fire Department is working on fire code amendments that may impact some businesses in the downtown area.

Commuter Rail:
Mr. Steve Lewis, City Manager, felt commuter rail needed to be kept on the radar and Councilmember Kovach agreed, especially during the Transportation Master Plan scoping process.

MISCELLANEOUS DISCUSSION.

None.

The meeting adjourned at 6:54 p.m.

City Clerk

Mayor

City of Norman, OK

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

Master

File Number: P-1112-1

File ID:	P-1112-1	**Type:**	Proclamation	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 4	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	07/05/2011
File Name:	Proclamation CROP Walk Hunger Day			**Final Action:**	

Title: PROCLAMATION NO. P-1112-1: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 2, 2011, AS CROP HUNGER WALK DAY IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-1 proclaiming Sunday, October 2, 2011, as CROP Hunger Walk Day in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 4

Attachments: CROP Walk Hunger Day

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

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

Text of Legislative File P-1112-1

P-1112-1

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 2, 2011, AS CROP HUNGER WALK DAY IN THE CITY OF NORMAN.

§ 1. WHEREAS, at the end of World War II many people wanted to share our country's abundance with European war victims and Church World Service and CROP's first purpose was to gather wheat and other crops from America's farms for shipment to Europe; and

§ 2. WHEREAS, today, locally-organized, Church World Service-sponsored CROP Walks are an important part of community life for more than 2,000 towns and cities in the United States bringing together people of different faiths and diverse cultures; and

§ 3. WHEREAS, each year CROP Walks help more than 3,200 local food pantries, food banks, and meal sites in the United States provide food to neighbors in need, including Norman's Food and Shelter Inc. and hungry people in over 80 countries; and

§ 4. WHEREAS, the annual Cleveland County CROP Walk has been part of our community for over 25 years and takes place this year on October 2 to help our community become aware of and concerned about hunger and its causes; and

§ 5. WHEREAS, the Cleveland County CROP Walk will raise funds to help stop hunger both locally and globally, and has raised over $130,000 in the past 10 years.

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

§ 6. Do hereby proclaim Sunday, October 2, 2011, as CROP Hunger Walk Day in the City of Norman and urge all citizens to support this walk.

PASSED AND APPROVED this 13th day of September, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: P-1112-4

File ID:	P-1112-4	**Type:**	Proclamation	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 5	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	08/26/2011
File Name:	National Assisted Living Week			**Final Action:**	

Title: PROCLAMATION NO. P-1112-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 11 THROUGH 17, 2011, AS NATIONAL ASSISTED LIVING WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-4 proclaiming the week of September 11 through 17, 2011, as National Assisted Living Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 5

Attachments: National Assisted Living Week

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

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

P-1112-4

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 11 THROUGH 17, 2011, AS NATIONAL ASSISTED LIVING WEEK IN THE CITY OF NORMAN.

§ 1. WHEREAS, the number of elderly and disabled Americans is dramatically increasing; and

§ 2. WHEREAS, assisted living is a long term care service that fosters choice, dignity, independence, and autonomy in our elderly nationwide; and

§ 3. WHEREAS, the National Center for Assisted Living proudly created National Assisted Living Week; and

§ 4. WHEREAS, the theme of National Assisted Living Week® 2011 "Forever Proud" highlights the opportunity to share with our residents a multitude of events and activities that demonstrate how much we care for and love them.

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

§ 5. Do hereby proclaim the week of September 11 through 17, 2011, as National Assisted Living Week in the City of Norman, Oklahoma, and urge all citizens to visit friends and loved ones who reside at these facilities and to learn more about assisted living services and how they benefit our community.

PASSED AND APPROVED this 13th day of September, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: P-1112-5

File ID:	P-1112-5	**Type:**	Proclamation	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 6	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	08/30/2011
File Name:	Constitution Week Proclamation			**Final Action:**	

Title: PROCLAMATION NO. P-1112-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2011, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-5 proclaiming the week of September 17 through 23, 2011, as Constitution Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 6

Attachments: Constitution Week

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:

P-1112-5

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SEPTEMBER 17 THROUGH 23, 2011, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

§ 1. WHEREAS, September 17, 2011, marks the two hundred twenty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

§ 2. WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which shall commemorate the occasion; and

§ 3. WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

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

§ 4. Do hereby proclaim September 17 through 23, 2011, as Constitution Week and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties remembering that lost rights may never be regained.

PASSED AND APPROVED this 13th day of September, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: O-1011-51

File ID:	O-1011-51	**Type:**	Zoning Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 8	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	03/22/2011
File Name:	Commerce Parkway Rezone O-1011-51			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1011-51 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO AMEND THE ALLOWABLE USES IN A PORTION OF THE PUD CREATED BY ORDINANCE NO. O-0506-3 AND TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 36TH AVENUE N.W.)

ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1011-51 upon First Reading by title.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 8

Attachments: O-1011-51 Commerce Pkwy Rezone, Commerce PkwyRezone Location Map, Commerce Parkway PUD Staff Report, Commerce Parkway PUD Narrative, CommercePkwySitePlan, 4-14-11 PC Minutes - CommercePkwy, Pert Exc Parks Board Minutes, Note about Additional Protests, Commerce Parkway PUD Amend Protest Map-Letters 8-26

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	04/14/2011	Recommended for Adoption at a subsequent City Council Meeting	City Clerk Department			Pass
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department					
1	Planning Commission	04/14/2011					

Text of Legislative File O-1011-51

Body

SYNOPSIS: In 2005, a Planned Unit Development (PUD) was approved north and east of Indian Hills Road and 36th Avenue NW, but the northern 15 acres was not included because of its designation as part of the alignment for the Outer Loop. Since then two final plats have been approved and filed, and a minor amendment to the open space within the PUD was approved last year which created an additional commercial lot along the frontage road. Approximately 48 acres out of the original 71 acres have been final platted, and buildings constructed on some of the lots. The applicant believes that the Outer Loop alignment is no longer functional, and has cooperated with other developers in this area to create a new community park that will run along the northern city limits. He has submitted a revision to the approved PUD to include the parkland tract and has asked for higher density multi-family/office designation for a six acre tract which will abut that proposed park.

ANALYSIS: The approved PUD contained a mixture of uses including retail commercial, office uses, and warehouse/industrial areas. A large central open space, which incorporated the required detention pond, served as a buffer between those more intense uses and a six acre multi-family tract which faced 36th Avenue. This amendment would add an additional 6.09 acre tract along 36th Avenue which would be used as multi-family, or alternatively for offices. The 8.67 acre public park will serve as a buffer between this multi-family use in Norman and the Hillsdale Bible College in Moore.

The restrictions and design standards that were included in the original PUD will remain in place, and govern the appearance of all new commercial/industrial uses in the development.

ALTERNATIVES/ISSUES: The addition of this 14.76 acre tract to the approved PUD is a logical expansion of the mixture of uses already approved, and includes an 8.67 tract that will become part of a larger "gateway" park at the north end of Norman. This change is compatible with the existing design and uses already established. The Park Board has endorsed the idea of this new public park in north Norman. Parkland dedication will be required when the multi-family parcels are final platted. The proposed park connects this tract

with several residential developments that will occur further west, and provides an alternative pathway that fulfills the goals expressed by the Greenbelt Commission.

STAFF RECOMMENDATION: Staff is able to support this proposed amendment to the approved PUD, with the understanding that no final plats will be submitted until ACOG formally removes the Outer Loop alignment from their long-range plans.

This item was reviewed at the April 14, 2011, Planning Commission meeting, where it received a unanimous recommendation for approval. No filed protests were submitted for the public hearing of the Planning Commission. The applicant asked that this item be held back so that it could be considered in conjunction with the proposed Uplands Addition which lies immediately west of the Commerce Parkway tract. Since that time, protests were submitted for the Uplands Addition, some of whom also protested any change associated with this Commerce Parkway PUD revision. The filed protest for this PUD amendment totals 5.6 percent.

O-1011-51

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO AMEND THE ALLOWABLE USES IN A PORTION OF THE PUD CREATED BY ORDINANCE NO. O-0506-3, AND TO PLACE PART OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35) OF TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT, AND REMOVE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Generally located on the north side of Indian Hills Road and east of 36th Avenue N.W.)

§ 1. WHEREAS, Hallbrooke Development Group One, L.L.C., the owners of the hereinafter described property, have made application to amend the PUD created by Ordinance No. O-0506-3 by amending the allowable uses for Tract 3; and

§ 2. WHEREAS, Hallbrooke Development Group One, L.L.C., have made application to have Tract 1 placed in the PL, Park Land District, and to have the same removed from the A-2, Rural Agricultural District; and

§ 3. WHEREAS, Hallbrooke Development Group One, L.L.C., have made application to have Tract 2 placed in the PUD, Planned Unit Development, and to have the same removed from the A-2, Rural Agricultural District; and

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

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

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

§ 6. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the PL, Park Land District, and to remove the same from the A-2, Rural Agricultural District, to wit:

A tract of land in the SW ¼, Section 35, T10N, R3W, of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the SW Corner of the SW ¼ of said Section 35; THENCE North 00°16'29" West along the West line of said SW ¼ a distance of 2419.64 feet to the POINT OF BEGINNING;

THENCE continuing North 00°16'29" West along said West line a distance of 213.69 feet; THENCE North 89°43'31" East a distance of 50.00 feet; THENCE North 89°51'24" East a distance of 637.00 feet; THENCE South 00°13'13" East a distance of 286.00 feet; THENCE North 89°51'24" East a distance of 537.21 feet to a point on the existing right-of-way line of Interstate Highway 35 as set out in Report of Commissioners Case No. 20954 recorded in Book 318 Page 289; THENCE along said right-of-way line along a curve to the left having a radius of 5929.58 feet (said curve subtended by a chord which bears South 11°36'55" East a distance of 368.89 feet) with an arc length of 368.95 feet; THENCE South 65°23'01" West a distance of 58.11 feet; THENCE South 87°45'51" West a distance of 33.83 feet; THENCE North 82°24'26" West a distance of 43.96 feet; THENCE North 71°14'04" West a distance of 68.17 feet; THENCE North 83°44'34" West a distance of 60.58 feet; THENCE South 55°51'41" West a distance of 82.33 feet; THENCE South 69°49'35" West a distance of 29.06 feet; THENCE North 89°32'11" West a distance of 30.06 feet; THENCE North 79°44'03" West a distance of 55.23 feet; THENCE North 51°55'31" West a distance of 27.90 feet; THENCE North 38°52'31" West a distance of 105.94 feet; THENCE North 35°16'22" West a distance of 124.61 feet; THENCE North 48°13'27" West a distance of 126.57 feet; THENCE North 62°07'02" West a distance of 121.69 feet; THENCE North 41°26'19" West a distance of 164.07 feet; THENCE North 58°00'32" West a distance of 125.19 feet; THENCE North 87°20'18" West a distance of 51.93 feet; THENCE South 79°59'53" West a distance of 41.66 feet; THENCE South 67°38'19" West a distance of 155.40 feet; THENCE South 89°43'31" West a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 377,568 square feet or 8.67 acres more or less.

§ 7. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the PUD, PLANNED UNIT DEVELOPMENT, and to remove the same from the A-2, Rural Agricultural District, to wit:

A tract of land in the SW ¼, Section 35, T10N, R3W, of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described as follows:
COMMENCING at the SW Corner of the SW ¼ of said Section 35; THENCE North 00°16'29" West along the West line of said SW ¼ a distance of 2010.87 feet to the POINT OF BEGINNING;
THENCE continuing North 00°16'29" West a distance of 408.77 feet; THENCE North 89°43'31" East a distance of 50.00 feet; THENCE North 67°38'19" East a distance of 155.40 feet; THENCE North 79°59'53" East a distance of 41.66 feet; THENCE South 87°20'18" East a distance of 51.93 feet; THENCE South 58°00'32" East a distance of 125.19 feet; THENCE South 41°26'19" East a distance of 164.07 feet; THENCE South 62°07'02" East a distance of 121.69 feet; THENCE South 48°13'27" East a distance of 126.57 feet; THENCE South 35°16'22" East a distance of 124.61 feet; THENCE South 38°52'31" East a distance of 105.94 feet; THENCE South 51°55'31" East a distance of 27.90 feet; THENCE South 79°44'03" East a distance of 55.23 feet; THENCE South 59°47'10" West a distance of 54.66 feet to a point on a curve; THENCE along a curve to the left having a radius of 200.00 feet (said curve subtended by a chord which bears North 60°13'43" West a distance of 200.09 feet) with an arc length of 209.54 feet; THENCE South 89°45'24" West a

distance of 645.23 feet; THENCE South 89°43'31" West a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 265,363 square feet or 6.09 acres more or less.

§ 8. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to amend the PUD created by Ordinance No. O-0506-3 by amending the allowable uses from low-density apartment to medium-density apartment, to wit:

A tract of land in the SW ¼, Section 35, T10N, R3W, of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described as follows:
COMMENCING at the SW Corner of the SW ¼ of said Section 35; THENCE North 00°16'29" West along the West line of said SW ¼ a distance of 1550.87 feet to the POINT OF BEGINNING;
THENCE continuing North 00°16'29" West a distance of 460.00 feet; THENCE North 89°43'31" East a distance of 50.00 feet; THENCE North 89°45'24" East a distance of 538.42 feet; THENCE South 00°00'00" East a distance of 460.00 feet; THENCE South 89°45'24" West a distance of 536.21 feet; THENCE South 89°43'31" West a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 270,166 square feet or 6.20 acres more or less.

§ 9. 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 Preliminary Site Development Plan and Planned Unit Development Narrative, approved April 14, 2011, and supporting documentation submitted by the applicant and approved by the Planning Commission.

§ 10. 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
COMMERCE PARKWAY ADDITION
(A PLANNED UNIT DEVELOPMENT)

A PART OF SW/4, SEC. 35, T.-10-N, R.-3-W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

LINE TABLE

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 REVISED COMMERCE PARKWAY ADDITION; HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN 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.

NOTES:

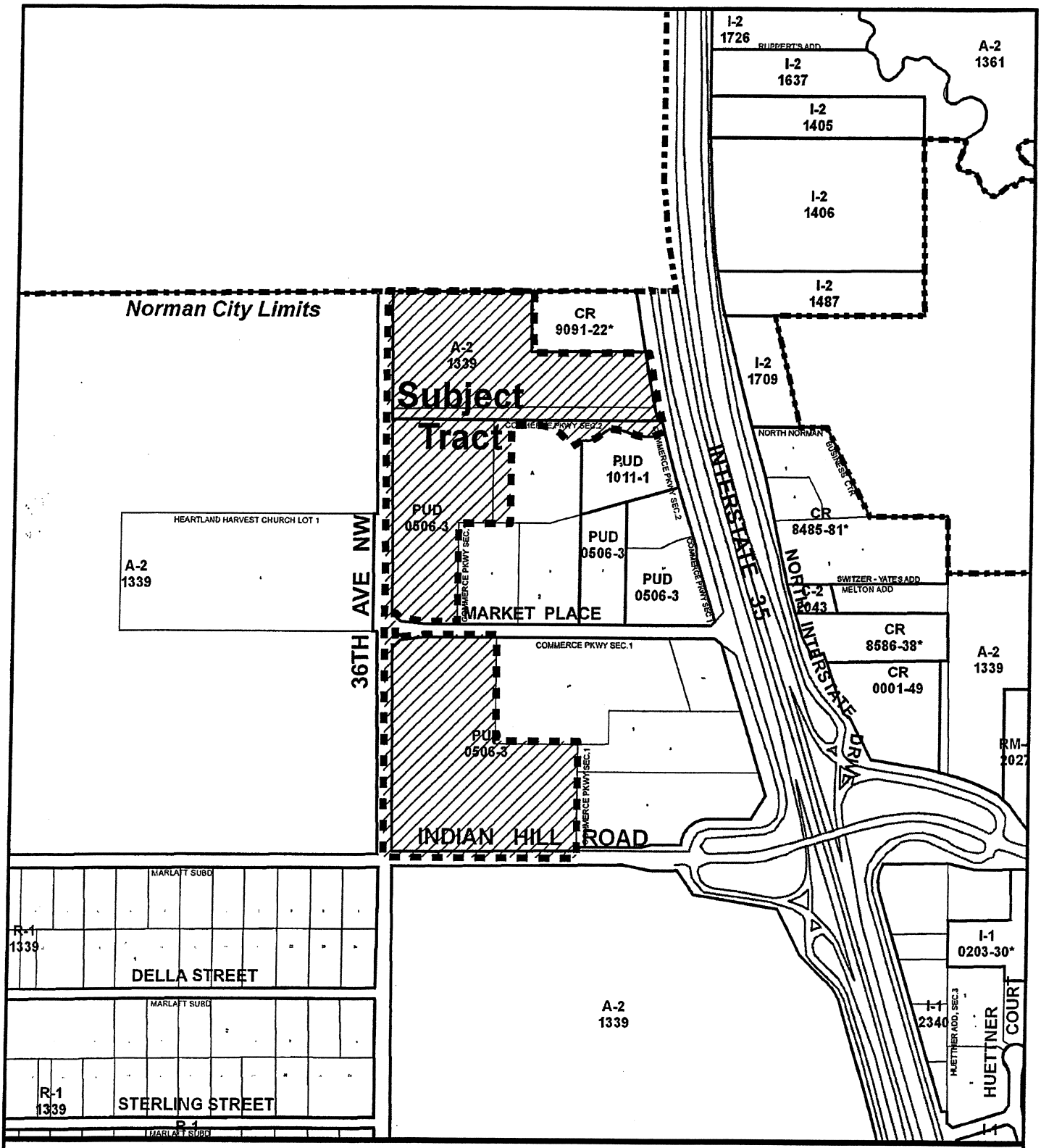
1. FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
2. SIDEWALKS ARE REQUIRED WITHIN ALL COMMERCIAL AREAS.
3. REFER TO DRAINAGE REPORT FOR SPECIFIC DATA.
4. EXISTING ZONING IS PUD & "A-2". PROPOSED ZONING USES ARE C-0, C-2, RM-1, RM-6 & PL.
5. ALL PROPOSED SANITARY LINES ARE 8-INCH EXCEPT AS NOTED.
6. ALL PROPOSED WATERLINES ARE 8-INCH EXCEPT AS NOTED.
7. "ASSOCIATION EASEMENT" SHALL MEAN THE EASEMENTS GRANTED TO THE ASSOCIATION FOR THE PURPOSES OF LAYING THE SEWER LINES AND MAINTAINING AND OPERATING SAME ON THE LOTS AND FOR THE PURPOSE OF INSTALLING, OPERATING, AND MAINTAINING THE LIFT STATION. THE ASSOCIATION EASEMENT IS SHOWN, AS SUCH, ON THE PLAT. (U & A /E)
8. "LIFT STATION" SHALL MEAN THE EQUIPMENT LOCATED AS SHOWN ON THE PLAT, CONTAINED IN THE ASSOCIATION EASEMENT, WHICH IS OWNED BY THE ASSOCIATION AND USED AS A PORTION OF THE WASTEWATER SYSTEM MAINTAINED BY THE ASSOCIATION.

DEVELOPER / OWNER
HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C.
2110 HALLBROOKE DRIVE
NORMAN, OK. 73071

PRELIMINARY SITE DEVELOPMENT PLAN
COMMERCE PARKWAY ADDITION
(A PLANNED UNIT DEVELOPMENT)
INDIAN HILLS RD. & I-35
NORMAN, CLEVELAND COUNTY, OKLAHOMA

SMC Consulting Engineers, P.C.
815 West Main – Oklahoma City, OK 73106
Ph: 405-232-7715 Fax: 405-232-7859

DATE: 3-7-11
SCALE: 1" = 100'
SHEET NO. 1
ENGINEER: TOM L. McCALEB, P.E.



Location Map

O-1011-51
Rezoning
Owner: Hallbrooke Development Group One, L.L.C.
March 9, 2011

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

0 400 800 Ft.

Subject Tract

Zoning

ORDINANCE NO. O-1011-51 ITEM NO. 7b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Hallbrooke Development Group One, L.L.C.
REQUESTED ACTION	Amendment of the approved uses and the Site Development Plan approved with the Planned Unit Development established by Ordinance No. O-0506-3 and rezoning of property currently zoned A-2, Rural Agricultural, to PUD and PL, Parkland District
EXISTING ZONING	PUD, Planned Unit Development District
SURROUNDING ZONING	North: CR, Rural Commercial East: PUD and I-2 South: A-2 West: A-2
LOCATION	One-half mile North of Indian Hills Road on the east side of 36th Avenue N.W.
SIZE	41.61 acres, more or less
PURPOSE	Office, Apartment, and Park
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Hillsdale College, SF homes East: Interstate Highway South: Vacant West: Vacant
GROWTH AREA DESIGNATION	Current Urban Service Area

SYNOPSIS: In 2005, a Planned Unit Development (PUD) was approved north and east of Indian Hills Road and 36th Avenue NW, but the northern 15 acres was not included because of its designation as part of the alignment for the Outer Loop. Since then two final plats have been approved and filed, and a minor amendment to the open space within the PUD was approved last year which created a small commercial lot along the frontage road. Approximately 48 acres out of the original 71 acres have been final platted, and some portions have been developed. The applicant believes that the Outer Loop alignment is no longer functional, and has cooperated with other developers in this area to create a new community park that will run along the northern city limits. He has submitted a revision to the approved PUD to include the parkland tract and has asked for higher density multi-family/office designation for a six acre tract which will abut that proposed park.

ANALYSIS: The approved PUD contained a mixture of uses including retail commercial, office uses, and warehouse/industrial areas. A large central open space, which incorporated the required detention pond, served as a buffer between those more intense uses and a six acre multi-family tract which faced 36th Avenue. This amendment would add an additional 6.09 acre tract along 36th Avenue which would be used as multi-family, or alternatively for offices. The 8.67 acre public park will serve as a buffer between the multi-family uses in Norman and the lower density uses in Moore.

The restrictions and design standards that were included in the original PUD will remain in place, and govern the appearance of all new commercial/industrial uses in the development.

ALTERNATIVES/ISSUES: The addition of this 14.76 acre tract to the approved PUD is a logical expansion of the mixture of uses already approved, and includes an 8.67 tract that will become part of a larger "gateway" park at the north end of Norman. This change is compatible with the existing design and uses already established.

OTHER AGENCY COMMENTS:

- **PARK BOARD** The Board has endorsed the idea of this new public park in north Norman. Parkland dedication will be required when the multi-family parcels are final platted.

- **PUBLIC WORKS** All major roads within this PUD have been constructed. The remaining parcels will be platted as market demand warrants.

- **GREENBELT COMMISSION** The proposed park connects this tract with several residential developments that will occur further west, and provides an alternative pathway that fulfills the goals expressed by the Greenbelt Commission.

STAFF RECOMMENDATION: Staff is able to support this proposed amendment to the approved PUD, with the understanding that no final plats will be submitted until ACOG formally removes the Outer Loop alignment from their long-range plans.

COMMERCE PARKWAY ADDITION

Norman, Oklahoma

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

Revised April 8, 2011
March 14, 2011
June 7, 2010
June 24, 2005
June 13, 2005

PREPARED BY:

SMC Consulting Engineers, P.C.
815 W. Main
Oklahoma City, OK 73106

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EXHIBITS

A. Total Area of Commerce Parkway Addition (Preliminary Plat)
B. Proposed Green Space for Commerce Parkway Addition
C. Traffic Engineering Consultants Letter Dated 06/08/05.

I. INTRODUCTION

The applicant is requesting a rezoning of the Indian Hill property to Planned Unit Development (PUD) and is submitting a Rezoning Application and Preliminary Plat.

Two Final Plats have already been recorded for this development. Commerce Parkway Section One was 40.40 acres and Commerce Parkway Section Two was 8.04 acres.

The purpose for this application, as in the initial application, is to stimulate a commercial interest at the gateway to Norman. This site is on the City limit lime with the City of Moore. Development has rapidly occurred in Moore attracting many good commercial businesses. Those businesses have been able to vary site plans to accommodate specific individual requirements for lot size.

It is not possible, in this juncture, to realistically outline specific building footprints. This application requests flexibility to respond to those commercial requests and as specific users come forward, final plats and site plans will be submitted for City review and approval. The site plan submitted is purely conceptual. The preliminary plat that is submitted has been divided into a Lot and Block pattern. However, the plat has the capability to change to reduce or increase lots to meet demands based on buyer / tenant requirements.

Part of the property has been previously final platted. Certain infrastructures are constricted or committed with approved construction plans. The waterline has been completely constructed in Indian Hills, service road, and Market Place. The line is connected to the existing 24-inch waterline in 36th Avenue N.W., thus completing the looped system. A sanitary sewer lift station has been constructed and discharges the raw effluent to the City of Moore sewer treatment plant. The lift station is privately maintained by the CPA Association. Parts of the permanent storm drainage structures have been constructed. The east/west collector road named Market Place has been constructed as shown.

CPA commits heavy landscaping along the I-35 service road and is submitting a landscape plan. In addition, Market Place will be heavily landscaped, as well, with the installation of decorated lighting. All buildings must be masonry on all sides using 80% of walls, excluding windows, doors, roofs, glass or sidewalk and walkway covers.

The Commerce Parkway Addition (CPA) was initially approved in June 2005 and was revised June 2010. The current revision is being done as a result of a new parkland contribution to the City of Norman. The other reason is to allow land to develop that was restricted by the Outer Loop. That Outer Loop is currently being removed by the City of Norman and

ACOG. The new park area is rugged and will become a compatible area for new apartments. Thus, this new PUD is making such a request. The following is a comparison of the changes that have occurred with CPA.

	2010	2011
PUD Area	70.98 ac	84.71 ac
Commercial Tracts	60.38 ac	60.38 ac
RM-2/C-O Tracts	6.20 ac	0 ac
RM-6/C-O Tracts	0 ac	12.29 ac
PL Area	5.02 ac	12.04 ac

The open space including the parkland area is over ten acres. Open space area will be located throughout the property. Open space will exceed 15% of the total site area.

The PUD will have the following:

1) 20-feet front yard building line. Across the entire front of all lots a minimum 10' landscape strip shall be installed, which may not be encroached upon by parking or outdoor storage. One 8-foot tall canopy tree and one 8-foot tall understory or evergreen tree per each thirty feet of lot frontage, and one three-gallon shrub per five feet of building frontage shall be installed within this landscape strip. A three-year maintenance bond required when new landscaping is installed with the parking lot on the same tract shall cover such planting.
2) 20-feet rear yard building line.

CPA proposes the following described uses for the tracts, relating to the total developed land area as follows:

The terms used, immediately above, are defined to mean:

"Residential" – Any uses currently permitted as a matter of right in the RM-6 zoning district of the City of Norman.

"Commercial" – Any uses currently permitted as a matter of right in the C-2 zoning district of the City of Norman.

The anticipated uses for Block 2, Lot 1 is Office/Industrial. Block 1, Lots 1-3 may develop independently or as a centralized Commercial development.

Block 2, Lots 2 & 3 are capable of Residential or professional office.
The maximum lot coverage for all buildings or structures shall not exceed thirty-five to forty (35-40) percent of the lot area.

Final Plats: Whenever CPA has a specific Buyer or Tenant for any portion of the Property, CPA will cause a Final Plat and a Site Plan to be prepared and submitted to the City of Norman, for review and approval. Once approved, CPA will describe the tract, in its deed or lease, by Lot and Block numbers shown on the approved Final Plat. All Final Plats and building permits will be subject to then-applicable ordinances and regulations of the City of Norman.

The northern 600 L.F. of the land owned by CPA that was reserved for the Outer Loop is no longer to be reserved as previously stated in the PUD. That portion of the property is now included in the application. CPA reserves the right to bring forward plans for development should conditions change. They have changed. Staff with ACOG is ending the Outer Loop proposal. CPA is now adding this area to the PUD and is dedicating 8.67 acres to the City of Norman for Parkland (see attached sketch). Adjoining the parkland will be apartments that may be developed under RM-6 requirements or CO.

II. PROPERTY DESCRIPTION/EXISTING SITE CONDITIONS

A. Location

Commerce Parkway Addition is located at the NE corner of Indian Hills Road and 36th Avenue N.W. The site is bordered on the south by Indian Hills Road; bordered on the east by I-35 Service Road; bordered on the west by 36th Avenue N.W.; and bordered on the north by City of Moore. No significant development is adjacent to the tract.

B. Existing Land Use and Zoning

The property is currently zoned A-2 and PUD.

C. Elevation and Topography

The site is 80% flat with steep drainage ravines located on the north. A portion drains to the southeast corner. The remaining land slopes to the north.

D. Drainage

A Drainage Impact Analysis was prepared and approved by the City Engineer. The report may be modified with subsequent final plats.

E. Utility Services

All of the required utility systems for the projects (including water, sewer, gas, telephone and electric) are currently located adjacent to the boundaries of the property.

F. Fire Protection Services

Fire protection services will be provided by the City of Norman Fire Department and by Owner provided NFPA 13R building sprinkler systems.

G. Traffic Circulation and Access

Primary vehicular access to the site would be provided by Indian Hills Road, I-35 Service Road, and 36th Avenue N.W. Market Place has been constructed. Updated Traffic Impact Analysis will be required as the project is final platted to establish intersection design and pro-rata cost sharing.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Architectural Standards

Construction Material

All nonresidential buildings constructed in the PUD shall have all exterior walls constructed using masonry material, which shall mean and include brick, slump-faced or decorative concrete block, stucco, concrete (poured in place, pre-cast or tilt-wall) with aggregate, sandblasted or textured coating finish, stone, rock or other structural material of equal durability and architectural effect, covering at least eighty percent (80%) of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers. Smooth faced concrete block or concrete tilt-wall, except as accent to approved finish material, shall not be included in the 80% coverage requirement on the principal facade.

Roof Design Standards

In an effort to screen rooftop mechanical equipment, other appurtenances, and flat or built-up roofs, all structures having a 6,000 square feet or less footprint shall be constructed with a pitched roof. Those structures having a footprint greater than 6,000 square feet shall be constructed with either a pitched, parapet or mansard roof system (enclosed on all sides). Standing seam metal roofs shall be constructed of a factory-treated, non-metallic, matte finish. Metal roofs with lapped-seamed construction, bituminous built-up roofs, and flat, membrane-type roofs which are visible from adjacent public ROW shall be prohibited.

Mechanical Equipment Screening
All buildings must be designed such that no mechanical equipment (HVAC, etc.) or satellite dishes shall be visible from I-35, Indian Hills Road, 36th Avenue N.W., and Market Place. This shall include equipment on the roof, on the ground, or otherwise attached to the building or located on the site. Rooftop mechanical equipment and / or other rooftop appurtenance screening shall be accomplished by either the construction of 1) the roof systems described above or 2) an architectural feature which is integral to the building's design and ensures that such equipment is not visible from adjacent public ROW. All rooftop mechanicals or architectural features described herein shall be shown on the required building elevations at the time of site plan approval.

Façade Articulation
On all non-residential buildings, all façades which are visible from I-35, Indian Hills Road, 36th Avenue N.W., and Market Place, the following horizontal and vertical articulation must be met:

a. Horizontal Articulation: No building façade shall extend greater than three (3) times the wall's height without having a minimum off-set of 15% of the wall's height, and such off-set shall continue for a minimum distance equal to at least 25% of the maximum length of either adjacent plane.
b. Vertical Articulation: No horizontal wall shall extend for a distance greater than three (3) times the height of the wall without changing height by a minimum of 15% of the wall's height, and such height change shall continue for a minimum distance equal to at least 25% of the maximum length of either adjacent plane.

Exposed Columns
Exposed structural support columns shall be constructed of, or clad in, the same masonry material as the principal façade of the structure. Architecturally significant columns (e.g. fluted, etc.) may be permitted.

Architectural Fencing
All architectural fencing which runs roughly parallel to and is visible from the I-35, Indian Hills Road, 36th Avenue N.W., and Market Place rights-of-way, shall be constructed of the primary masonry materials of the building, wrought iron or living plant material. It shall not run in a straight line without being off-set by a minimum of 6 feet every 60 feet. No chain link fencing with metallic finishes will be allowed within the PUD.

Loading and Service Areas:
Loading and service areas shall be located at the side or rear of buildings. A minimum 10 foot solid screening wall shall be required to screen views of loading docks and loading spaces intended for tractor/semi-trailer delivery from any public right-of-way. This 10 foot wall must screen the entire loading dock or space. Screening material shall utilize similar masonry materials to the front façade. The accommodation of adequate access for service delivery trucks may be evaluated to determine the extent of screening required.

Trash and Recycling Enclosures
Trash and recycling enclosures shall be four sided with a gate and to the side or rear of the principal building. They shall be screened by a minimum eight foot (8') solid masonry screen and shall utilize similar masonry materials to the principal façade of the structure.

Play Structures
Play structures, not used as the principal use of the premises, shall not be placed outdoors between the primary building and any adjacent public ROW.

Requirements for Outdoor Storage
The following are requirements for outdoor storage for non-residential uses within the PUD. All uses with storage and display of any goods, materials, merchandise, equipment, parts, junk or vehicles (overnight parking) shall not be permitted unless in conformance with the following:

a. All proposed areas used for outdoor storage and the associated method of screening shall be indicated on an approved site plan along with scaled elevation drawings indicating the type of screening and materials proposed to be utilized. Chain link fencing with a metallic finish with plastic slat inserts shall not constitute an acceptable screening device.
b. No portion of the screening device shall be used for advertising and display of signage or materials.
c. Outdoor storage areas shall observe all setback requirements for the principal building on the lot.
d. All surface areas dedicated to outdoor storage must be constructed of an all weather surface material and shall be exclusive of any required parking.
e. Materials stored outdoors, excluding vehicles, trailers, and mobile machinery or equipment, shall be stacked no higher than one (1) foot below the top of the required screen.
f. Where the principal use of the premises involves the sale and display of finished vehicles, such as automobiles, boats, and recreational vehicles, no special screening will be required for the display of inventory for sale other than landscaping that would be

required for parking areas and other buildings required by this PUD and the City of Norman; however, screening will be required for vehicles held in any service and / or repair yards.

g. The outdoor storage of living plant material stored on the ground is not subject to the screening requirements; however, screening will be required for all equipment, tools, vehicles, etc. associated with the upkeep and maintenance of the living plant material that are stored outdoors.
h. In no instance shall outside display of merchandise be located within, nor encroach upon, a fire lane, maneuvering aisle, or a parking space necessary to meet the minimum parking requirements of all the uses on the lot.

Screening

Items stored outside any enclosed building must be screened by a fence, which contains elements of the primary masonry facade of the structure which is tall enough to completely screen the stored items from the view of passing motorists and pedestrians. In no event shall such fence be less than six feet (6') tall. Such storage must be behind any applicable building setback lines. Automobiles, trucks, recreational vehicles, boats and similar fully-finished products, which are part of inventories being offered for sale at retail, are expressly excluded from the screening requirement in this paragraph. At the time any Final Plat is submitted, it must specify any outdoor storage and /or sales area.

Signage

- Entryway signs:
  The entrance to the PUD at I-35 Service Road and Indian Hills Road will contain a sign designating the development. The sign will conform to current City signage requirements. The sign may be lighted and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic site lines. Vegetation may also be located in the traffic-calming device at the entry; similar to what is located on the entry fence.

- Other signage:
  All other signage related to specific structures within the PUD will be in conformance with the City of Norman's sign codes with regard to size and height; however, all signs must also be approved by CPA to ensure consistency within the PUD.

Amenities

- Streetscapes along Market Place & I-35 Service Road.
- Decorative lighting along Market Place.

B. Open space and green space

Open space areas will be located throughout the project. Open space will exceed 15% of the total site area.

The project will fully comply with all Norman ordinances and regulations relating to landscaping. On-site landscaping will be installed when a Building Permit is issued. Market Place will be landscaped, irrigated, and have decorative lighting. This will be constructed with the public roadway.

The maintenance of any and all streetscaping (along with the operation and maintenance of all common drainage / detention areas and any other common areas) will be the responsibility of a mandatory Property Owners Association that has been formed by CPA.

C. Traffic access/circulation/parking and sidewalks

The PUD will have public streets to serve all lots. The access to the PUD will be from Indian Hills Road, 36th Avenue N.W., I-35 Service Road, and Market Place (internal public streets). No private gates are planned. Landscape buffers will accommodate all City of Norman traffic department sight triangle requirements. All internal streets will have adequate circulation provided for the fire department and City Waste Management Services.

All private sidewalks will be four feet (4') wide and provide adequate access (normal/handicapped) to the buildings along with all project amenities. A five-foot wide City sidewalk will be provided along Indian Hills Road and 36th Avenue N.W., constructed to City of Norman Standards.

D. Development Phasing

The project may be developed in phases in any sequence. Market demand will be the determining factor in the number of units constructed. Two Final Plats have been recorded.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

APRIL 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 April 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 (arrived after Roll Call) Diana Hartley Tom Knotts Chris Lewis Curtis McCarty Roberta Pailes Andy Sherrer (arrived at 7:38 p.m.) Jim Gasaway Zev Trachtenberg
MEMBERS ABSENT	Tom Knotts

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 Kathryn Walker, Asst. City Attorney Larry Knapp, GIS Analyst Jane Hudson, Planner II Shawn O'Leary, Director, Public Works Department Bob Hanger, Storm Water Engineer

* * *

Item No. 7, being:
CONSIDERATION OF A REQUEST SUBMITTED BY HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 36TH AVENUE N.W.

7a. RESOLUTION NO. R-1011-108
HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1011-10) TO DELETE THE OUTER LOOP DESIGNATION AND CHANGE A PORTION OF THE TRACT TO OPEN SPACE/PARK DESIGNATION AND A PORTION TO OFFICE OR MEDIUM DENSITY RESIDENTIAL DESIGNATION FOR 41.61 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 36TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:
1. Land Use Plan Map
2. Staff Report

7b. ORDINANCE NO. O-1011-51
HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT (6.09 ACRES AND 8.67 ACRES), AND PUD, PLANNED UNIT DEVELOPMENT (6.20 ACRES), TO PUD, PLANNED UNIT DEVELOPMENT (12.29 ACRES) AND PL, PARKLAND DISTRICT (8.67 ACRES), FOR 41.61 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 36TH AVENUE N.W.

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

7c. PP-1011-19
CONSIDERATION OF A REVISED PRELIMINARY PLAT SUBMITTED BY HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., (SMC CONSULTING ENGINEERS, P.C.) FOR COMMERCE PARKWAY ADDITION, A PLANNED UNIT DEVELOPMENT AND PARK, GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND EAST OF 36TH AVENUE N.W.

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

PRESENTATION BY STAFF:
1. Mr. Koscinski reported that the Land Use Plan change covers only the northern area of the site. Part of it will be open space/park, and part will be either medium density residential or office. The developer did the same thing in the existing PUD. There is a mixture of uses, although it is not truly "mixed use." They think the time is ripe

to delete the Outer Loop designation. The site is currently zoned A-2 and it was not included in the prior PUD. They are adding it to the PUD at this time. It is anticipated that the parkland area will become City park. The site is vacant at this time. Hillsdale Bible College is to the north of the site in the City of Moore. The park area will become part of a linear park that was presented to the Planning Commission in the past couple of months in some items on property to the west. Staff is supporting the Plan change, with the proviso that we really don't have an official answer from ODOT to delete the Outer Loop designation. There were no filed protests on the request. They are asking for some multi-family designation next to the park, which is a nice idea. We don't expect any negative impacts in any direction from this.

PRESENTATION BY THE APPLICANT:

1. Tom McCaleb, SMC Consulting Engineers, representing the applicant – We are changing an area that was in the PUD as RM/CO to RM-6/CO. The area zoned A-2 that wasn't part of the prior PUD is to be RM-6/CO. The developer wants to have the option to go either way. There were changes to the floodplain map recently, that allowed the area to the east of this to be platted to be the new Bob Moore Cadillac facility. The new proposed Gateway Park is the area being zoned as parkland, and it continues to the west across other properties. The affected area is only 20.96 acres.

PARTICIPATION BY THE AUDIENCE:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chris Lewis moved to recommend adoption of Resolution No. R-1011-108, Ordinance No. O-1011-51, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for COMMERCE PARKWAY, A Planned Unit Development, to the City Council, dependent on the deletion of the Proposed Outer Loop. Diana Hartley seconded the motion.

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

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

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-1011-108, Ordinance No. O-1011-51, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for COMMERCE PARKWAY, A Planned Unit Development, to the City Council, passed by a vote of 7-0.

* * *

Commissioner Gallagher questioned the access to adjacent parkland besides going out of the addition and back in. James Briggs responded there was no guarantee for access, but it has been discussed. Vice-Chairman Farley questioned the issue of having 154 single family lots and no open space for people to practice and would J & J be happy about those residents coming over and using their space. Jud Foster replied there is a public park site ½ mile to the North and if there was a public park requirement, it would only be about 1 acre which is not suitable for a soccer field.

Commissioner Goth made the motion and Commissioner Hoover seconded to approve a private park decision for the Glenridge Addition. The vote was taken with the following results:

YEAH: Vice Chairman Farley and Commissioners Ferrier, Gallagher, Goth, Hoover and McGuire

NAY: None

ITEM 9, being:

CONSIDERATION OF PARKLAND DEDICATION REQUIREMENTS FOR THE COMMERCE PARKWAY ADDITION PUD

The Commerce Parkway Addition PUD is located in Section 35 of T-10-North, R-3-West of the Indian Meridian. Specifically it is located on the northeast corner of Indian Hills Road. and 36th Ave N.W. A plat for this development was seen by Park Board in July of 2005; however that preliminary plat has expired. The revised preliminary plat now being submitted has a mixture of commercial/office and industrial uses and some RM-2 zoning for residential units.

The Development includes 258 units of multifamily residential zoning as part of the PUD which requires a 1.1417 acre parkland dedication. This development will also yield $19,350 in Neighborhood Park Development Fees and the same in Community Park Development fees once all building permits have been issued.

Park Board recommended a fee-in-lieu of land for this plat in 2005. However, since that time, the area has been re-designed to include a large expanse of park land, totaling 8.67 acres. This far exceeds the 1.1417 acres required by ordinance. This park land is part of the large green space that has been shown in recent months as a "Gateway Park" area at the northern border of Norman on the west side of I-35. The total area is a combination of park land dedications from the Redlands, Foxworth, Whispering Pines and (now) the Commerce Parkway Additions. The park area shown in the Commerce Parkway plat is the western segment of the trail and park area that begins in the Redlands area at the public park for that addition (1/2 mile west of 36th Avenue NW) and which stretches along the Moore/Norman border all the way east to 36th, where it crosses the road into the area being seen in this proposal.

The land is in the 100 year flood plain, however, that does not prohibit the area from being developed into a public space—with walking trails, playing fields and some site furnishings.

Staff Recommendation:

Recognizing that the 2005 plat and park board recommendation for the Commerce Parkway Addition has expired and since been re-designed, staff now recommends that the Board of Park Commissioners make a land decision for the Commerce Parkway Addition PUD as shown in the

attached drawing. This plan is consistent with the proposals we have reviewed and approved for the adjacent neighborhood developments mentioned above.

Commissioner Gallagher questioned if the land being deeded in the area among all of the developments was enough to meet the proper land dedication requirements. Mr. Briggs stated it was. She again questioned the safety issue of residents crossing 36th Ave to the east playing fields and if anyone has a plan to put protective crosswalks there. Jud Foster stated yes, staff is working with the traffic engineer to come up with a safe crossing there.

Commissioner Goth made the motion and Commissioner McGuire seconded to approve a land decision of the 8.6 acres per the attached drawing for the Commerce Parkway Addition PUD. The vote was taken with the following results:

YEAH:	Vice Chairman Farley and Commissioners Ferrier, Gallagher, Goth, Hoover and McGuire
NAY:	None

ITEM 10, being:

SPRING PARK TOUR DISCUSSION FOR MAY MEETING

Jud Foster asked for suggestions for the Spring Park Tour. If there was anything in particular they want to see to e-mail him their suggestions. He also recommended that the Park Board informational workshop "Park Board 101" originally slated for this evening be postponed to May as well. Board members agreed.

ITEM 11, being:

MISCELLANEOUS

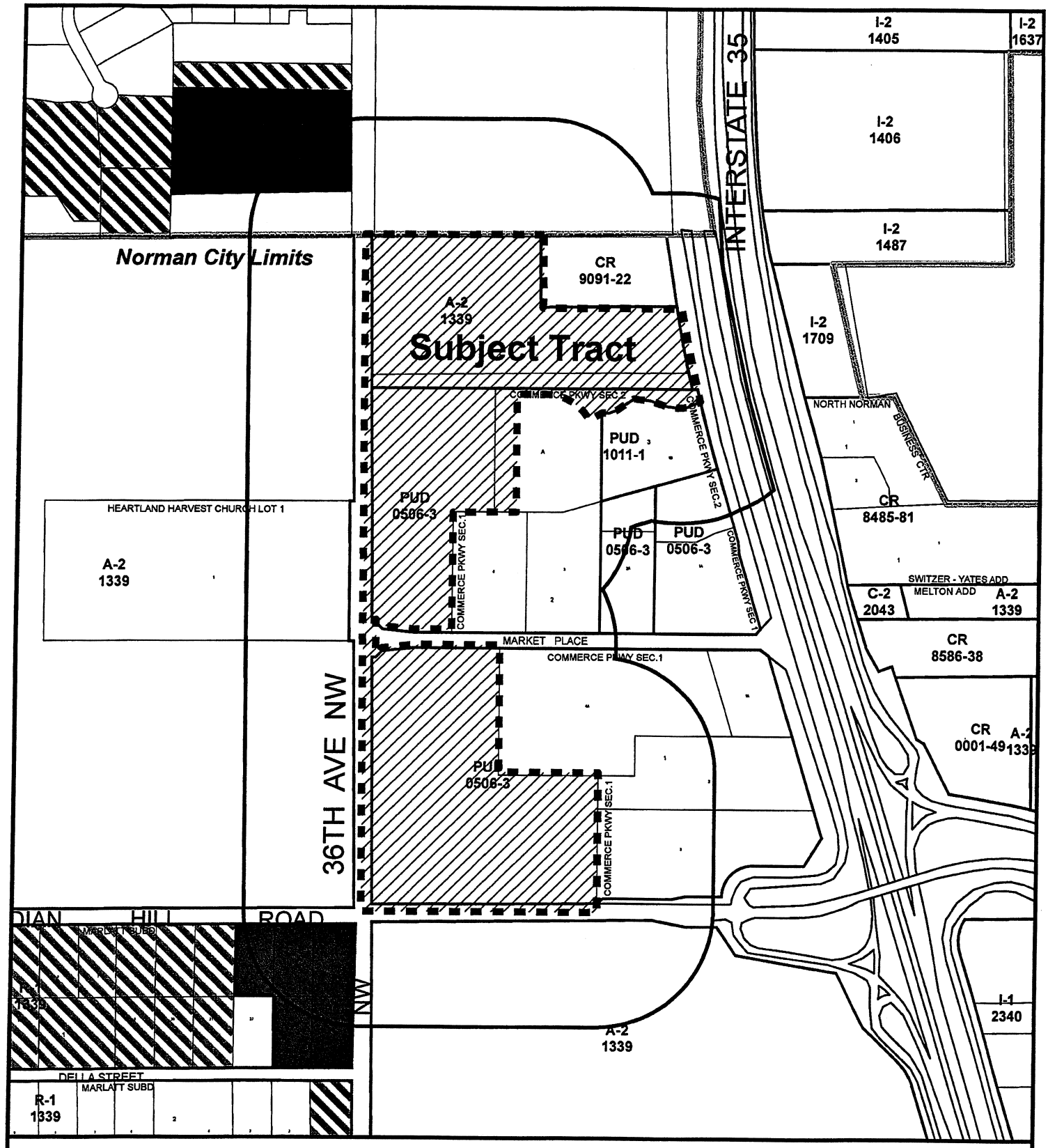
Jud Foster reminded the board about the 7th Free Tree giveaway tomorrow at Reaves Park.

Saturday will be the annual Kid's Fishing Derby at N.E. Lions Park co-sponsored by the Wildlife Department. There is also a fishing clinic on Friday evening at the 12th Ave. Recreation Center.

Commissioner Gallagher mentioned that Saturday was Special Olympics at Norman High.

Commissioner Gallagher questioned a report from David Lisle stating rounds were down, yet the numbers reported were showing rounds being up. Jud Foster stated he would check into it.

THERE HAVE BEEN ADDITIONAL PROTEST LETTERS FILED AS OF THE PRINTING OF THIS AGENDA BOOK. AN UPDATED PROTEST AREA MAP, LISTS, AND ADDITIONAL LETTERS WILL BE PROVIDED FOR SECOND AND FINAL READING OF THE ITEM.



Protest Map

5.6% 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" = 500'
August 26, 2011

Subject Tract
Protest
Notification Area
Protest Outside Notification Area

I, Jerry W. Meek, the undersigned President of the Hidden Lake Homeowner's Association, a gated community homeowner's association, acting in the best interest of the association membership, do hereby "Protest" the requested Amendment of the Norman 2025 Land Use and Transportation Plan and the associated rezoning for a designated portion of our rural area. The request is by Hallbrooke Development Group One, L.L.C. to build APARTMENTS, as recorded in the Notice of Request dated March 23, 2011 which describes the property as generally located on the north side of Indian Hills Road and east of 36th Avenue N.W. The Tract is located in the property referred to as the Commerce Parkway Addition for planned unit development under PUD 0-5063.

As a Homeowner's Association, we are very concerned about addressing neighborhood character, maintaining home values, traffic impact issues, extraordinary light issues, and noise issues that may be a detriment to our right to a peaceful environment throughout our area. Within this planned development there are isolated unresolved drainage issues and sewer solution issues. If they are cooperatively and responsibly addressed in combination with area development plans taken as a whole, it very well could enhance property values and significantly reduce future costs that a peculiar unresolved issue might force on a then isolated Addition's residents. Traffic issues especially are significant with increased commercial development along the interstate. Without significant Interstate Drive improvements, 36th Ave becomes the only direct viable outlet for relief of the increased bypassing of non-interstate traffic both from Norman and Moore. Our present limited and restricted access drives regularly are being blocked on typical busy times creating hazardous driving environments. The idea of introducing significant additional traffic from a number of potential Apartment Complex's is dangerous, reflects poor planning on the part of Leadership and is diametrically opposed to our neighborhood character. It is undesirable and contrary to the long established and sought after nature of our rural area. The potential transient environment of "Apartment Complexes" with its well documented disruptive issues would create an environment that is totally foreign, detrimental and potentially destructive to our long established way of life. Previously by Norman leadership there have been no Apartments proposed or approved anywhere in our area. We believe them to be ill-conceived and detrimental to our existing development as well as to newly approved residential developments.

Legal Description: Hidden Lake 2 PRT LT A Common Lake Area Less BEG 57.04'W NE/C LT 6 N98.44' W120.86' S 34D E119.92' E52.05' POB

HIDDEN LAKE SEC 2 HOMEOWNERS ASSOCIATION

Date: 8/11/11

Jerry W. Meek - President

P.O. BOX 7572 - MOORE OK 73153

FILED IN THE OFFICE OF THE CITY CLERK ON 8/19/11

out

I, the undersigned president of the Hidden Lakes gated community homeowner's association acting in the best interests of the association membership, would like to protest, as discussed below, the requested Amendment of the Norman 2025 Land Use and Transportation Plan and the associated rezoning for a designated portion of our rural area. The request is by Hallbrooke Development Group One, L.L.C. to build APARTMENTS, as recorded in the Notice of Request dated March 23, 2011 which describes the property as generally located on the north side of Indian Hills Road and east of 36th Avenue N.W. The Tract is located in the property referred to as the Commerce Parkway Addition for planned unit development under PUD 0-5063.

We are very concerned about neighborhood character and home value impact issues, traffic issues, light issues, and noise issues throughout our area. There are isolated unresolved drainage issues, and sewer solution issues. If they are **cooperatively** addressed in combination with area development plans taken as a whole, **at this time**, it will enhance property value and significantly reduce future costs that a peculiar unresolved issue might force on a then isolated Addition's residents. Traffic issues especially are significant with increased commercial development along the interstate, without significant Interstate Drive improvement, imposing the situation that 36th Ave becomes the only direct viable outlet for us and the increased, bypassing, non-interstate traffic from both Norman and Moore. Our limited/restricted access drives effectively are being blocked at typically busy times creating hazardous driving environments. Introducing significant additional traffic from Apartments is dangerous, reflects poor planning as it is diametrically opposite to our neighborhood character, and it is totally disarming and undesirable versus the long established, sought after nature of our rural area. The transient environment with its well documented disruptive issues that Apartments would create within our area is totally foreign and not only detrimental, but destructive. No APARTMENTS have been proposed, much less approved, anywhere in our area, as they are ill-conceived and detrimental to existing development as well as to newly approved development.

Ron Ashley 3608 W Indian Hills Road
Marcia Ashley Norman, OK 73072

TRACT 3 BLK 1 LOT 1 MARLATT ADDITION

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8-19-11

already in

LETTER 2 – Commerce Parkway PUD Amendment

Copies of the attached protest letter were received from the following parties:

	Name(s)	Address	Parcel(s)	In	Out
1	Thomas Parker	4109 S. Telephone Rd.	Hidden Lake/Kylie Acres, Moore	X	
2	Thomas Parker	4201 S. Telephone Rd.	Lot 4, Block 1	x	
3	Albert Lane	4105 S. Telephone Rd.	Hidden Lake/Kylie Acres, Moore	X	
4	Stephanie Puckett & Mohammed Islam	4205 S. Telephone Rd.	Lot 5A, Block 1, Kylie Acres, Moore	X	
5	Steven & Kelly Boyd	3729 NW Della Street	Lot 20, Block 1, Marlatt	X	
6	Major & Loveta Morrow	3827 Della NW	Lots 16, 17, 18, Block 1, Marlatt		x
7	Sadie Willmon-Haque & Hogi Haque	3920 & 3932 W Indian Hills Rd.	Lot 11 & 12, Block 1, Marlatt	X	
8	Ron & Sheila Gibson	3718 W. Indian Hills Road	Lot 5, Block 1, Marlatt		x
9	Marcia Ashley	3608 W. Indian Hills Road	Lot 1, Block 1, Marlatt	X	
10	Darlene & Carl Amburn	3816 & 3828 W. Indian Hills Road	Lots 8 & 9, Block 1, Marlatt		X
11	Bobbie Smallwood	3632 W. Indian Hills Road	Lots 3 & 4, Block 1, Marlatt	X	
12	Jonathan & Margaret Dobbs	3717 NW Della	Lot 20, Block 1, Marlatt		X
13	Chris Womack	1601 Mark Court	Lot 5, Block 2, Hidden Lake, Moore		X
14	Dot Wells	3705 Della NW	Lot 21, Block 1, Marlatt		X
15	Clinton Walker	3907 Della Street	Lot 15, Block 1, Marlatt		X
16	Barrett Tomas Husted	3908 W. Indian Hills Road	Lot 10, Block 1, Marlatt		X
17	Alexis Hunnett	3804 W. Indian Hills Road	Lot 7, Block 1, Marlatt		X
18	Louis W. Ball	3730 W. Indian Hills Road			X
19	Justin Kammerer	3931 Della St.	Lot 13 & w ½ Lot 14, Block 1, Marlatt		X
20	Larry Dorbacher	4204 Hidden Lake Circle	Lot 21, Block 1, Hidden Lake, Moore		X
21	W.D. & Wanda Smallwood		Lot 22, Block 2, Marlatt		X
22	Charles & Barbara Smallwood	3628 NW Sterling Street			X

23	Jan Nelson	3616 NW Sterling Street			X
24	Peggy Ritchie	5555 NW Pioneer Circle			X
25	Logan Dunbar	3929 NW Sterling Street	Lot 13, Block 2, Marlatt		X
26	Paul & Katherine Traugh	3816 NW Pioneer			X
27	Jerry & Reba Schwerzelhof	3826 NW Della			X
28	Dan & Carolyn Reynolds	3918 NW Della			X
29	Velma Wells	3715 NW Sterline	Lot 22, Block 2, Marlatt		X
30	R.F. & Josephine Jaronek	5409 Steed Drive	Lot 6, Block 7, Marlatt		X
31	Victor Jaronek	5427 NW Steed Drive	Lot 5, Block 7, Marlatt		X
32	Ron Wofford	3726 NW Sterling Street	Lot 6, Block 3, Marlatt		X
33	Willie & Dorris Long	3916 NW Sterling Street	Lot 11, Block 3, Marlatt		X
34	Wayne & Laura Bentley	3825 NW Sterling Street			X
35	Jeff McKee				x
36	Virgil Votaw	3702 NW Sterling			X
37	Noel Suddoth		Lot 1, Block 2, Marlatt		X
38	Terry Luetkemeyer	3905 NW Sterling	Lot 15, Block 2, Marlatt		X
39	Rick Davenport	3800 NW Sterling			X
40	Richard Manley	3619 NW Della	Lot 23, Block 1	X	
41	Charles Simonds	3631 Della NW			

I would like to protest the requested Amendment of the Norman 2025 Land Use and Transportation Plan and the associated rezoning for a designated portion of our rural area. The request is by Hallbrooke Development Group One, L.L.C. to build APARTMENTS, as recorded in the Notice of Request dated March 23, 2011 which describes the property location as generally located on the north side of Indian Hills Road and east of 36th Avenue N.W.

I am a member of a broad rural area; an area of established rural character for over half a century; an area containing both old and new private homes on spacious lots in three, access restricted, housing additions. One addition is small, separate, and restricted. One is large and centrally located on single to multiple acre lots with limited livestock allowed. The third is a residential only, gated community addition. The only non-residential components in this rural area are a bible college; a church; a radio broadcast station; and recent, isolated, peripheral, small scale, commercial business along Interstate 35.

Just recently approved or in process developments now surround us except on the east. Very limited acreage within our approximate two square mile area has been approved for development as non-resident. There are approximately twenty nine acres planned for General Commercial development on our outskirts. They are at the N.E. and S.E. corners of 48th Avenue and Indian Hills Road. Approximately nine acres are planned for a Suburban Office district directly across Indian Hills Road from the new church and gated community to be built. And last, approximately nineteen acres of upscale townhouses are planned along 48th Avenue N.W. All these specified locations are now, essentially isolated and way out in the country away from any current residential area. No APARTMENTS have been proposed, much less approved, anywhere in our area, as they are ill-conceived and detrimental to existing development as well as to newly approved development.

The nine acres of suburban office space proposed and approved as an amendment to the original Redlands addition with 288 residential homes proposed on 80 acres, is the first and ONLY non-commercial, transient environment approved in our area. The approved commercial locations may serve our local community in terms of convenience versus their issues disruptive of neighborhood character. However, the approval of suburban office space in our large rural area seems ill-conceived. What benefit to our neighborhood does transient activity with all its unnecessary, disruptive issues afford? The answer is an awfully long list and each item is NEGATIVE.

As ill-conceived as suburban office space is, the request by Hallbrooke Development to build APARTMENTS, anywhere in our country neighborhood is a shock. How can such a change in environment with all the known negative and dangerous consequences be allowed, by people whose job it is to protect people, to be thrust upon a rural neighborhood when such problems are now minimal and mostly non-existent because of our half century of diligence in effort to maintain and prosper our extremely valued environment? Help solve traffic, sewer, drainage, noise, light issues. Don't add more!

WHO is the benefactor here? Does more tax money here benefit our living environment and the community as a whole? Can pursuit of personal profit be allowed to negate part of a communities well being and security and not then negatively impact the entire community?

[signature] Block#1 lot 15 3907 DeHAST.

MARlatt

FILED IN THE OFFICE OF THE CITY CLERK ON 8/19/11

COMMERCE PARKWAY
CLINTON WALKER

out

LETTER 3 – Commerce Parkway PUD Amendment

Copies of the attached protest letter were received from the following parties:

	Name(s)	Address	Parcel(s)	In	Out
1	Ron & Debra Frampton	4112 SW 40th Place	Lot 4, Block 2, Hidden Lake, Moore		X
2	Kyle & Rachelle Muse	4209 Hidden Lake Circle	Lot 17, Block 1, Hidden Lake, Moore		X
3	Jerry Meek	4213 Hidden Lake Circle			X

I, Debra K Frempton, the undersigned resident of the Hidden Lakes Addition, a gated community, hereby Protest, as discussed below, the requested Amendment of the Norman 2025 Land Use and Transportation Plan and the associated rezoning for a designated portion of our rural area. The request is by Hallbrooke Development Group One, L.L.C. to build APARTMENTS, as recorded in the Notice of Request dated March 23, 2011 which describes the property as generally located on the north side of Indian Hills Road and east of 36th Avenue N.W. The Tract is located in the property referred to as the Commerce Parkway Addition for planned unit development under PUD 0-5063.

Hidden Lake Addition is a residential community within a broad rural area; an area of established rural character for over half a century; an area containing both old and new private homes on spacious lots in four, limited or restricted access housing additions. One addition is small and separate with limited access. One is large and centrally located with limited access to single and multiple acre lots with limited livestock allowed. A third is our residential only, gated community addition. The fourth is adjacent and similar to our addition but with limited access without gating. The only non-residential components in this rural area are a bible college; a church; a radio broadcast station; and recent, isolated, peripheral, small scale, commercial business along Interstate 35.

No APARTMENTS have been proposed, much less approved, anywhere in our area, as they are ill-conceived and detrimental to existing development as well as to newly approved development. The multiple, undesirable, neighborhood disruptive and destructive problems attributable to Apartment environments are totally rejected as an addition to our rural area.
Sincerely,

Date: 8/11/11

Address: 4112 SW 40th Place
Moore OK 73160
HIDDEN LAKE
TRACT 44 SEC 2 LT4 BLK 2

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8-19-11

out

City of Norman, OK

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

Master

File Number: O-1011-55

File ID:	O-1011-55	**Type:**	Zoning Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 9	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	04/14/2011
File Name:	Uplands Rezoning O-1011-55			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1011-55 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN CO, SUBURBAN OFFICE COMMERCIAL DISTRICT; RM-2, LOW DENSITY APARTMENT DISTRICT; C-2, GENERAL COMMERCIAL DISTRICT; RM-6, MEDIUM DENSITY APARTMENT DISTRICT; R-1, SINGLE FAMILY DWELLING DISTRICT; AND PL. PARKLAND DISTRICT, AND REMOVE THE SAME FROM A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD WEST OF 36TH AVENUE N.W.)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1011-55 upon First Reading by title.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 9

Attachments: O-1011-55 Uplands Rezone, Uplands Prelim Site Plan, Uplands Location Map, Uplands Rezoning Staff Report, 7-14-11 PC Minutes - Uplands, Pert exc of Park Bd Min - Uplands, Note about Additional Protests, Uplands Protest Map 8-26-11, Uplands Protest 8-26-11

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	07/14/2011	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	07/14/2011					

Text of Legislative File O-1011-55

Body

SYNOPSIS: The previous item identified the 2025 Land Use Plan amendments which relate to this rezoning request. The applicant has requested rezoning for six tracts for a mixture of uses which will be developed over an extended period of time as the market absorbs the proposed subdivisions in this area. The tracts include:

Tract 1 - CO, Commercial Office - 9.79 acres
Tract 2 - RM-2, Low Density Apartments - 16.56 acres
Tract 3 - C-2, General Commercial -21.64 acres
Tract 4 - RM-6, Medium Density Apartments - 11.02 acres
Tract 5 - R-1, Single Family Dwellings - 65.57 acres
Tract 6 - PL, Parkland - 5.27 acres

Individual developers have coordinated the design and installation of basic infrastructure that will serve all of these various subdivisions that have recently been approved along Indian Hills Road. Surface drainage in the area is a key problem to solve, as minimal improvements were installed when Marlatt Addition was developed before it was annexed into Norman. Tract 2, which is proposed as low-density apartments (two-, three-, or four-plex buildings), will incorporate a very large (200 feet by 600 feet) detention pond adjacent to Indian Hills which is designed to remove surface water from the new roadway, then move that water north to an upper arm of the Little River.

The applicant incorporated two multi-family tracts into the development, to allow alternative housing styles and prices. The northern tract is adjacent to a linear park that will extend from land east of 36th Avenue almost a half-mile west, into the heart of this emerging neighborhood. That concept has been unanimously endorsed by the Park Board. That area will have pedestrian connections to various other open spaces in the development. The second multi-family area incorporates a large detention pond along Indian Hills Road, which

will help solve the stormwater problem as well as help to provide a buffer from the low-density residential area across the street to the south (Marlatt Addition). An area proposed for Office use will provide a buffer between the proposed residential uses within this subdivision and Indian Hills Road.

This subdivision continues the internal roadway connections from the west, and provides access to 36th Avenue through the proposed retail area, as well as connecting to a major entrance onto Indian Hills Road. More intense areas (commercial, office, and multi-family) provide separation and buffering from the two major arteries which abut this subdivision. Indian Hills Road will be developed as a four-lane arterial roadway, possibly with a fifth continuous turn lane, although the actual construction will likely be deferred until a coordinated project can occur once traffic volumes rise. A pipeline lies along the northern edge of this subdivision, and has been incorporated into open space areas that separate this development from land in the Moore city limits.

The applicant would like to enhance commercial opportunities by expanding commercial zoning along 36th Avenue, which is becoming a principal west-side arterial. Some commercial land extends into the neighborhood to provide convenient access for residents of this neighborhood. In the future, the applicant may wish to add a mixed-use designation to this area that would integrate some additional housing with low-intensity neighborhood commercial uses.

Although most of this area is still vacant, the Marlatt Addition was developed before annexation, and has experienced some drainage problems which were not addressed by the initial developer. The engineer for this project has provided preliminary responses to these existing problems in the design, alignment, and construction of the future roadway in this area. This development, along with previous approvals, will contribute to increased traffic in the area, but the proposed roadway is being designed to accommodate those traffic impacts.

STAFF RECOMMENDATION: Although the applicant incorporated several increases in density and intensity, the locations are logical and provide buffers to adjacent users, while meeting the general goal of providing alternative housing types in this overwhelmingly single-family area and allowing supportive retail and office areas. Staff recommends approval of these rezoning requests. At the July 14, 2011, Planning Commission hearing, several neighbors expressed concerns about the amount of development that will occur in this area, and filed official protests representing 16.4 percent of the official notification area. The Planning Commission, by a vote of 6-2, recommended that this rezoning request be approved. Subsequent to the Planning Commission meeting, additional protests were received from people inside and outside the notification. The filed protest, as of August 26, 2011, stands at 32.2%.

O-1011-55

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION THIRTY-FOUR (34) OF TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, THE RM-2, LOW DENSITY APARTMENT DISTRICT, THE C-2, GENERAL COMMERCIAL DISTRICT, THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT, THE R-1, SINGLE FAMILY DWELLING DISTRICT AND THE PL, PARKLAND DISTRICT, AND REMOVE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Generally located on the north side of Indian Hills Road and west of 36th Avenue N.W.)

§ 1. WHEREAS, Hallbrooke Development Group One, L.L.C., the owners of the hereinafter described property, have made application to have the same placed in the CO, Suburban Office Commercial District, the RM-2, Low Density Apartment District, the C-2, General Commercial District, the RM-6, Medium Density Apartment District, the R-1, Single Family Dwelling District, and the Parkland District, and to have the same removed from the A-2, Rural Agricultural District; and

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

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

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

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

Tract 1 – Rural Agricultural to Suburban Office Commercial District

A tract of land being a part of the SE ¼ of Section 34, T10N, R3W, of the I.M., Norman, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE ¼; THENCE South 89°48'39" West along the South line of said Section 34 a distance of 1865.27 feet to the Point of Beginning; THENCE continuing South 89°48'39" West along said South line a distance of 774.14 feet; THENCE North 00°15'46" West a distance of 550.00 feet;

THENCE North 89°48'39" East a distance of 777.35 feet; THENCE South 00°04'18" West a distance of 550.00 feet to the POINT OF BEGINNING. Containing 9.79 acres more or less.

§ 5. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the RM-2, Low Density Apartment District, and to remove the same from the A-2, Rural Agricultural District, to wit:

Tract 2 – Rural Agricultural to Low Density Apartment District
A tract of land being a part of the SE ¼ of Section 34, T10N, R3W, of the I.M., Norman, Cleveland County, Oklahoma and being more particularly described as follows:
COMMENCING at the Southeast corner of said SE ¼; THENCE South 89°48'39" West along the South line of said Section 34 a distance of 560.18 feet to the Point of Beginning; THENCE continuing South 89°48'39" West along said South line a distance of 1305.09 feet; THENCE North 00°04'18" East a distance of 550.00 feet; THENCE North 89°48'39" East a distance of 443.58 feet; THENCE North 51°12'22" East a distance of 221.93 feet; THENCE South 66°43'26" East a distance of 11.24 feet; THENCE North 90°00'00" East a distance of 673.69 feet; THENCE South 00°22'07" East a distance of 535.81 feet to the POINT OF BEGINNING. Containing 16.56 acres more or less.

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

Tract 3 – Rural Agricultural to General Commercial District
A tract of land being a part of the SE ¼ of Section 34, T10N, R3W, of the I.M., Norman, Cleveland County, Oklahoma and being more particularly described as follows:
BEGINNING at the Southeast corner of said S.E. ¼; THENCE South 89°48'39" West along the South line of said Section 34 a distance of 560.18 feet; THENCE North 00°22'07" West a distance of 553.81 feet; THENCE North 90°00'00" West a distance of 673.69 feet; THENCE North 00°09'13" West a distance of 521.16 feet; THENCE North 89°56'31" East a distance of 1231.57 feet to a point on the East line of said S.E. ¼; THENCE South 00°23'13" East a distance of 1056.38 feet to the POINT OF BEGINNING. Containing 21.64 acres more or less.

§ 7. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the RM-6, Medium Density Apartment District, and to remove the same from the A-2, Rural Agricultural District, to wit:

Tract 4 – Rural Agricultural to Medium Density Apartment District

A tract of land being a part of the SE ¼ of Section 34, T10N, R3W, of the I.M., Norman, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE ¼; THENCE North 00°23'13" West along the East line of said SE ¼ a distance of 2115.46 feet to the POINT OF BEGINNING; THENCE North 89°58'14" West a distance of 1230.89 feet; THENCE North 00°21'51" West a distance of 469.82 feet; THENCE South 89°55'42" East a distance of 383.45 feet; THENCE South 62°29'14" East a distance of 111.65 feet; THENCE North 66°42'54" East a distance of 37.23 feet; THENCE South 88°58'08" East a distance of 38.85 feet; THENCE North 76°55'46" East a distance of 27.64 feet; THENCE South 74°13'43" East a distance of 50.96 feet; THENCE South 75°36'25" West a distance of 14.40 feet; THENCE South 17°33'46" West a distance of 14.85 feet; THENCE South 22°52'49" East a distance of 28.19 feet; THENCE South 48°07'19" East a distance of 26.61 feet; THENCE South 66°19'09" East a distance of 30.40 feet; THENCE South 82°00'36" East a distance of 48.93 feet; THENCE South 72°12'24" East a distance of 49.21 feet; THENCE South 52°57'23" East a distance of 39.79 feet; THENCE South 86°25'56" East a distance of 15.92 feet; THENCE North 70°40'14" East a distance of 16.83 feet; THENCE North 88°39'36" East a distance of 48.45 feet; THENCE North 83°55'48" East a distance of 94.62 feet; THENCE North 82°24'40" East a distance of 78.61 feet; THENCE South 84°48'30" East a distance of 18.56 feet; THENCE South 68°33'43" East a distance of 50.55 feet; THENCE South 75°04'32" East a distance of 58.70 feet; THENCE South 89°34'36" East a distance of 56.72 feet; THENCE North 73°19'09" East a distance of 2.33 feet to a point on the East line of said SE ¼; THENCE South 00°23'13" East along said East line a distance of 296.40 feet to the POINT OF BEGINNING. Containing 11.02 acres more or less.

§ 8. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the R-1, Single Family Dwelling District, and to remove the same from the A-2, Rural Agricultural District, to wit:

Tract 5 – Rural Agricultural to Single Family Dwelling District

A tract of land being a part of the SE ¼ of Section 34, T10N, R3W, of the I.M., Norman, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE ¼; THENCE South 89°48'39" West along the South line of said SE ¼ a distance of 1235.87 feet; THENCE North 00°09'13" West a distance of 684.00 feet to the POINT OF BEGINNING; THENCE North 66°43'26" West a distance of 11.24 feet; THENCE South 51°12'22" West a distance of 221.93 feet; THENCE South 89°48'39" West a distance of 1220.93 feet; THENCE North 00°15'46" West a distance of 2046.36 feet; THENCE South 89°55'42" East a distance of 1402.88 feet; THENCE South 00°21'51" East a distance of 1530.79 feet; THENCE South 00°09'13" East a distance of 375.19 feet to the POINT OF BEGINNING. Containing 65.57 acres more or less.

§ 9. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the PL, Parkland District, and to remove the same from the A-2, Rural Agricultural District, to wit:

Parkland Tract – Rural Agricultural to Parkland

A tract of land being a part of the SE ¼ of Section 34, T10N, R3W, of the I.M., Norman, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE ¼; THENCE North 00°23'13" West along the East line of said SE ¼ a distance of 2411.86 feet to the POINT OF BEGINNING; THENCE South 73°19'09" West a distance of 2.33 feet; THENCE North 89°34'36" West a distance of 56.72 feet; THENCE North 75°04'32" West a distance of 58.70 feet; THENCE North 68°33'43" West a distance of 50.55 feet; THENCE North 84°48'30" West a distance of 18.56 feet; THENCE South 82°24'40" West a distance of 78.61 feet; THENCE South 83°55'48" West a distance of 94.62 feet; THENCE South 88°39'36" West a distance of 48.45 feet; THENCE South 70°40'14" West a distance of 16.83 feet; THENCE North 86°25'56" West a distance of 15.92 feet; THENCE North 52°57'23" West a distance of 39.79 feet; THENCE North 72°12'24" West a distance of 49.21 feet; THENCE North 82°00'36" West a distance of 48.93 feet; THENCE North 66°19'09" West a distance of 30.40 feet; THENCE North 48°07'19" West a distance of 26.61 feet; THENCE North 22°52'49" West a distance of 28.19 feet; THENCE North 17°33'46" East a distance of 14.85 feet; THENCE North 75°36'25" East a distance of 14.40 feet; THENCE North 74°13'43" West a distance of 50.96 feet; THENCE South 76°55'46" West a distance of 27.64 feet; THENCE North 88°58'08" West a distance of 38.85 feet; THENCE South 66°42'54" West a distance of 37.23 feet; THENCE North 62°29'14" West a distance of 111.65 feet; THENCE North 89°55'42" West a distance of 383.45 feet; THENCE North 89°55'42" West a distance of 1786.62 feet; THENCE North 00°15'46" West a distance of 50.00 feet to a point on the North line of said SE ¼; THENCE South 89°55'42" East along said North line a distance of 2633.75 feet to a point on the East line of said SE ¼; THENCE South 00°23'13" East along East line a distance of 222.52 feet to the POINT OF BEGINNING. Containing 5.27 acres more or less.

§ 10. 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 Preliminary Site Plan, approved July 14, 2011, and supporting documentation submitted by the applicant and approved by the Planning Commission.

§ 11. 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)

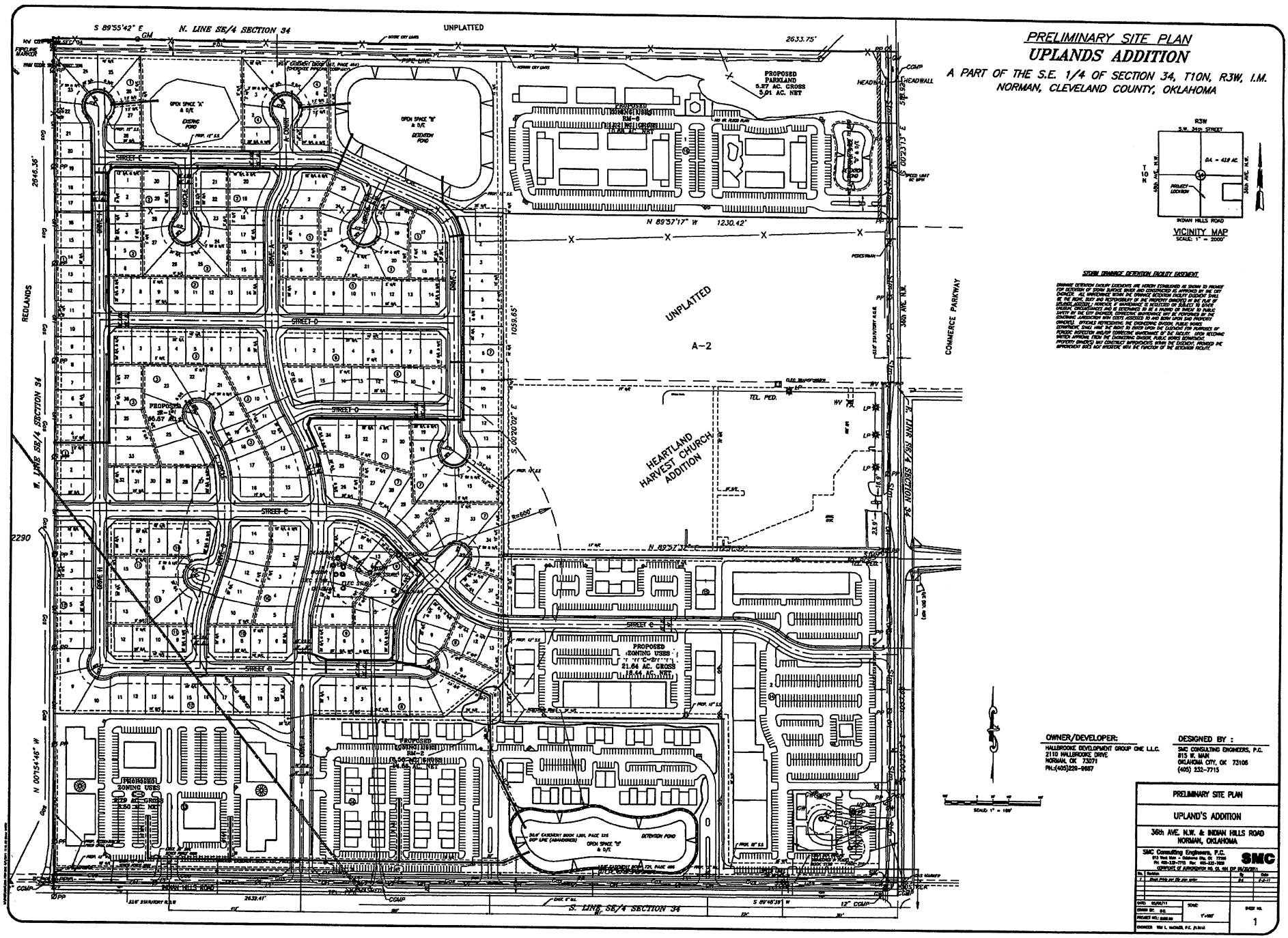
ATTEST:

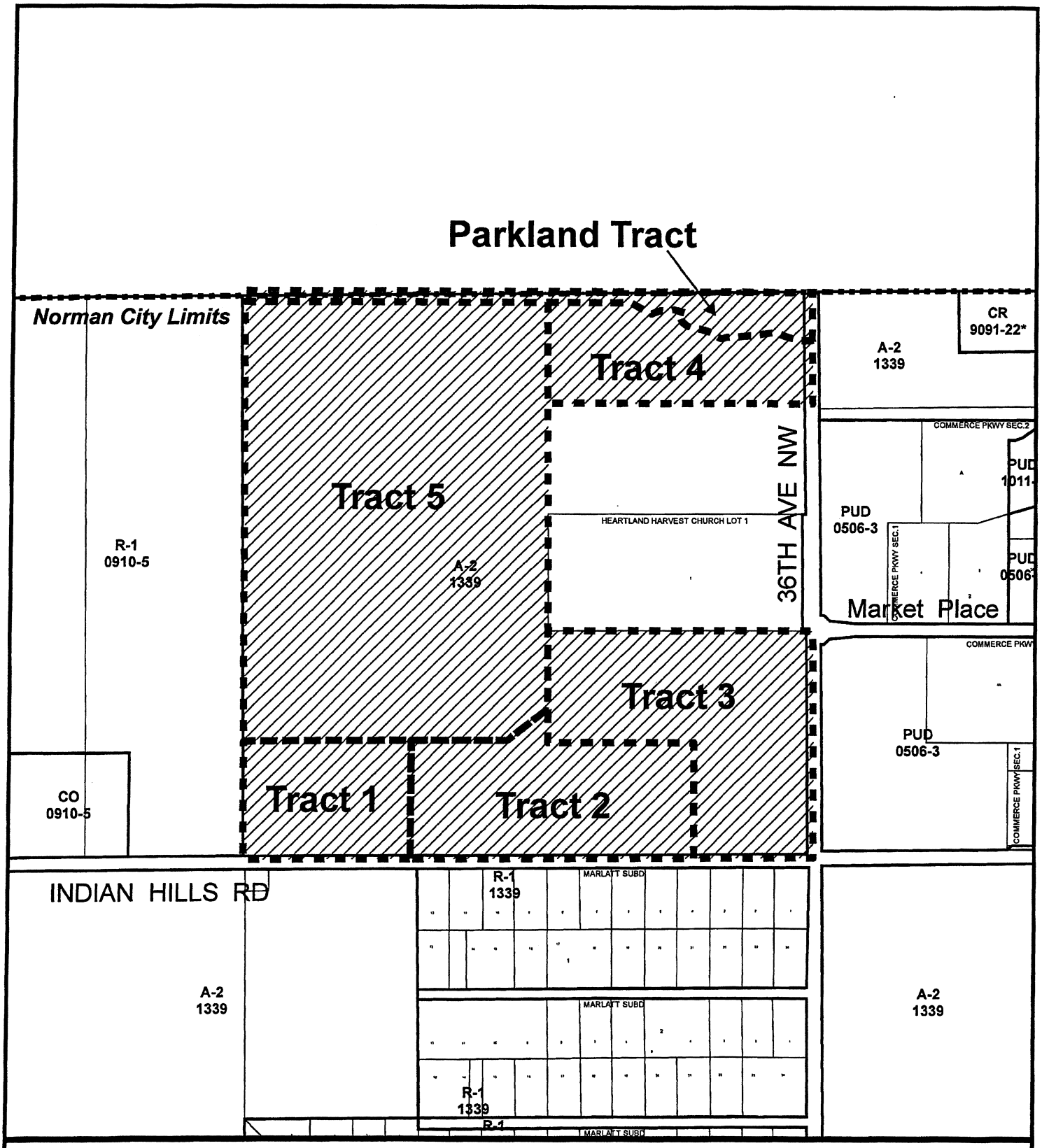
_____
(City Clerk)

NOT ADOPTED this _____day of

_____, 2011.

_____
(Mayor)


PRELIMINARY SITE PLAN
UPLANDS ADDITION
A PART OF THE S.E. 1/4 OF SECTION 34, T10N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA
VICINITY MAP
SCALE: 1" = 2000'
STORM DRAINAGE DETENTION FACILITY EASEMENT
OWNER/DEVELOPER:
HALLBROOKE DEVELOPMENT GROUP ONE L.L.C.
2110 HALLBROOKE DRIVE
NORMAN, OK 73071
PH:(405)229-9887
DESIGNED BY :
SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN
OKLAHOMA CITY, OK 73106
(405) 232-7715
PRELIMINARY SITE PLAN
UPLAND'S ADDITION
36th AVE. N.W. & INDIAN HILLS ROAD
NORMAN, OKLAHOMA
SMC Consulting Engineers, P.C.
SMC
N. LINE SE/4 SECTION 34
S. LINE SE/4 SECTION 34
W. LINE SE/4 SECTION 34
E. LINE SE/4 SECTION 34
UNPLATTED
REDLANDS
COMMERCE PARKWAY
HEARTLAND HARVEST CHURCH ADDITION
A-2
PROPOSED PARKLAND
5.27 AC. GROSS
5.01 AC. NET
PROPOSED ZONING USES
21.64 AC. GROSS
18.44 AC. NET
PROPOSED ZONING USES
RM-2
PROPOSED ZONING USES
RM-6
OPEN SPACE "A" & D/E
OPEN SPACE "B" & D/E
OPEN SPACE "D" & D/E
DETENTION POND
STREET A
STREET B
STREET C
STREET D
STREET E
DRIVE H
DRIVE J
DRIVE A
INDIAN HILLS ROAD
36th AVE. N.W.
S 89°55'42" E
N 89°57'17" W 1230.42'
N 89°57'32" E
S 89°48'39" W
N 00°54'46" W
S 00°20'02" E
S 00°23'13" E
2633.75'
2646.36'
2290
1059.65'
2639.41'
SCALE: 1" = 100'



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-1011-55 ITEM NO. 7b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Hallbrooke Development Group One, L.L.C.
REQUESTED ACTION	Rezoning to: • Tract 1 - CO, Suburban Office Commercial District for Tract 1 (9.79 acres) • Tract 2 - RM-2, Low Density Apartment District, for Tract 2 (16.56 acres) • Tract 3 - C-2, General Commercial District, for Tract 3 (21.64 acres) • Tract 4 - RM-6, Medium Density Apartment District, for Tract 4 (11.02 acres) • Tract 5 - R-1, Single Family Dwelling District, for Tract 5 (65.57 acres) • Tract 6 - Parkland (5.27 acres)
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: City of Moore East: A-2 and PUD South: R-1 and A-2 West: R-1
LOCATION	North of Indian Hills Road and east of 36th Avenue N.W.
SIZE	129.90 acres
PURPOSE	Urban development
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Low density residential East: Church and vacant South: Single-family dwellings, TV towers West: Vacant

LAND USE PLAN DESIGNATION

Proposed Outer Loop
Future Urban Service Area
Low Density Residential

SYNOPSIS: The previous item identified the 2025 Land Use Plan amendments which relate to this rezoning request. The applicant has requested rezoning for six tracts for a mixture of uses which will be developed over an extended period of time as the market absorbs the proposed subdivisions in this area.

ANALYSIS/ISSUES:

INFRASTRUCTURE Individual developers have coordinated the design and installation of basic infrastructure that will serve all of these various subdivisions. Surface drainage in the area is a key problem to solve, as minimal improvements were installed when Marlatt Addition was developed (before annexation). Tract 2, which is proposed as low-density apartments (two-, three-, or four-plex buildings), will incorporate a very large (200 feet by 600 feet) detention pond adjacent to Indian Hills which is designed to remove surface water from the new roadway, and move that water north to an upper arm of the Little River.

LAND USE The applicant incorporated two multi-family tracts into the development, to allow alternative housing styles and prices. The northern tract is adjacent to a linear park that will extend from land east of 36th Avenue almost a half-mile west, into the heart of this neighborhood. Those areas will have pedestrian connections to various other open spaces in the development. The second multi-family area incorporates a large detention pond along Indian Hills Road, which will help to provide a buffer from the low-density residential area across the street (Marlatt Addition). An area proposed for Office use will provide a buffer between the proposed residential uses within this subdivision and Indian Hills Road.

DESIGN This subdivision continues the internal roadway connections from the west, and provides access to 36th Avenue through the proposed retail area, as well as connecting to a major entrance south onto Indian Hills Road. More intense areas (commercial, office, and multi-family) provide separation and buffering from the two major arteries which abut this subdivision. Indian Hills Road will be developed as a four-lane arterial roadway, although the actual construction will likely be deferred until a coordinated project can occur once traffic volumes rise. A pipeline lies along the northern edge of this subdivision, and has been incorporated into open space areas that separate this development from land in the Moore city limits.

COMMERCIAL The applicant's request is to expand the commercial opportunities by extending commercial zoning along 36th Avenue, which is becoming a principle west-side arterial. Some commercial land extends into the neighborhood to provide convenient access for residents of this neighborhood. In the future, the applicant may wish to add a mixed use designation to this area that would integrate some additional housing with low-intensity neighborhood commercial uses.

IMPACTS Although most of this area is still vacant, the Marlatt Addition was developed before annexation, and has experienced some drainage problems which were not addressed by the initial developer. The engineer for this project has provided preliminary responses to these existing problems in the design, alignment, and construction of the future roadway in this area.

This development, along with previous approvals, will contribute to increased traffic in the area, but the proposed roadway is being designed to accommodate those traffic impacts.

OTHER AGENCY COMMENTS:

- **PARK BOARD** The developer has proposed public land dedication for a "linear park" along the northern edge of this subdivision, and that concept has been unanimously endorsed by the Park Board.

- **PUBLIC WORKS** The arterial street improvements have been recommended for deferral until such time as traffic warrants the improvement or a combined project can be achieved.

STAFF RECOMMENDATION Although the applicant incorporated several increases in density and intensity, the locations are logical and provide buffers to adjacent users, while meeting the general goal of providing alternative housing types in this overwhelmingly single-family area and allowing supportive retail and office areas. Staff recommends approval of these rezoning requests.

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. 7, being:
CONSIDERATION OF A REQUEST SUBMITTED BY HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C. FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND WEST OF 36TH AVENUE N.W.

7A. RESOLUTION NO. R-1011-115
HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1011-13) FROM FUTURE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA FOR 129.90 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND WEST OF 36TH AVENUE N.W., REMOVAL OF THE PROPOSED OUTER LOOP DESIGNATION, EXPANSION OF THE COMMERCIAL DESIGNATION FROM APPROXIMATELY 9.3 ACRES TO 21.64 ACRES, AND AMENDING 9.79 ACRES FROM LOW DENSITY RESIDENTIAL DESIGNATION TO OFFICE DESIGNATION, 16.56 ACRES FROM LOW DENSITY RESIDENTIAL DESIGNATION TO MEDIUM DENSITY RESIDENTIAL DESIGNATION, AND 11.02 ACRES FROM LOW DENSITY RESIDENTIAL DESIGNATION TO HIGH DENSITY RESIDENTIAL DESIGNATION.

ITEMS SUBMITTED FOR THE RECORD:
1. NORMAN 2025 Map
2. Staff Report

7B. ORDINANCE NO. O-1011-55
HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO C-2, GENERAL COMMERCIAL DISTRICT (21.64 ACRES), CO, SUBURBAN OFFICE COMMERCIAL DISTRICT (9.79 ACRES), RM-2, LOW DENSITY APARTMENT DISTRICT (16.56 ACRES), RM-6, MEDIUM DENSITY APARTMENT DISTRICT (11.02 ACRES), R-1, SINGLE FAMILY DWELLING DISTRICT (65.57 ACRES), AND PL, PARKLAND (5.27 ACRES), FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND WEST OF 36TH AVENUE N.W.

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

7C. PP-1011-23
CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR UPLANDS ADDITION, GENERALLY LOCATED ON THE NORTH SIDE OF INDIAN HILLS ROAD AND WEST OF 36TH AVENUE N.W.

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

PRESENTATION BY STAFF:

1. Mr. Koscinski reported that this is a complicated application in the sense that there are a lot of pieces. The entire tract is currently designated for future residential use. All of the developments in this area have been coming in one-by-one and getting approved for different types of zoning. Sewer lines are being laid to service this area, and that is the main driver for this whole area to become developed. Water lines will come later. The entire tract will become Current Urban Service Area based on the imminent availability of utilities. It was originally designated for low density use with a little spot of commercial on the corner. Tract 3 would be a larger tract of commercial. Tract 2 encompasses a large detention pond and some low-density apartments. Tract 1 is an office designation similar to the one that was approved for the property next door. There is a higher density multi-family area in Tract 4 at the north, which is buffered by what will become a public park in that area. The rest of the property (Tract 5) retains its residential designation. There is a property surrounded on the north, west, and south by this project that is owned by the church. The rezoning reflects the proposed 2025 changes. The property is vacant. To the north of this property is the City of Moore and there are some homes along 36th and in a gated community to the west. To the east of this tract is the Commerce Parkway area, which is largely commercial, industrial, and a little multi-family. South of the subject property is the Marlatt Addition, which is the only current residential use, with large homes on approximately 2-acre lots. The property to the west is still vacant and development there has not yet started. Protests were filed that constituted approximately 16.7% of the notification area, largely from residents of Marlatt Addition and the residents of Moore to the north of the project site. There were also protests from outside of the notification area. The same engineer is developing all of the tracts in this area, so there has been quite a bit of coordination and integration of the design, the utilities, and drainage. Staff supports the plan change; it is consistent with what has been going on west of this site. The plan supports multiple densities to try to provide different housing opportunities for different clients in the community. Staff also recommends approval of the rezoning and preliminary plat.

PRESENTATION BY THE APPLICANT:

1. Tom McCaleb, engineer for the applicant – This is not terribly complicated, but there are some moving parts. We submitted this application March 8 of this year and went to the Pre-Development meeting on March 22. We also met with the Greenbelt Commission on March 21, and we recently submitted the application you have before you for the 2025 Plan Amendment, the traffic study, the rezoning application, the drainage report, and the preliminary plat on April 8. It was scheduled for the May 12 Planning Commission meeting. We met with staff after they reviewed the tract and they had some geometrics and some zoning changes that they wanted us to consider. We agreed to continue that application for a month to try to accommodate the questions and the modifications that staff suggested for the June 9 meeting. A few days before that meeting we were notified that citizens in Moore had not been notified. So at that meeting we agreed again to continue it and make proper notification to those folks in the Moore area. That has been done. That gets us to tonight. We think we've done all the correct things. The application's request for land use change has been justified, as per the staff report that you've got in front of you. Staff has reported on page 7a-2: "The 2025 Land Use Plan identifies two criteria that should be addressed in order to change the approved land use designations. First, there must have been a change in circumstances resulting from development of

properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest. Like all the recent subdivisions which have been reviewed and approved in this area, the principal change is the extension of water and sewer" that Doug just eluded to. The one sewer line that we've laid to sewer the tract that you've seen and approved called J&J, Whispering Trails, Foxworth, Redlands, and the new church, has been accommodated with a sewer line that we laid from Franklin Road west through J&J and up to Indian Hills Road. That line is built. We completed the as-builts today and we're submitting it for the walk-through for final. That line is now in place. That's one line. Now we're going to do another line. The other goal that we need to accommodate is the 2025 Plan does encourage and support diversified types of housing and densities in order to better serve different income levels of folks. Tract 5 will abut the future gateway park that has been presented to this board and provide a buffer between the apartment area and the lower density areas in Moore. Lower density apartments that we're proposing – duplex, triplex, four-plex – are proposed in an area that abuts Indian Hills. There is also a large detention pond. This is a good example of the drawing that we put together that shows the diversification of all the areas I'm mentioning to you. The area below is J&J. This area is Glenridge. This is the church. This is Foxworth, Whispering Trails, and Redlands. Those all have been designed, with the assistance of staff, to give what we have called good planning. It also shows diversification of all the different housing types and how connectivity can be employed. What this drawing also shows is connectivity of green areas. This is the green area that represents all of the areas that will be green or detention or active waters. That's all open space. This open space generates through J&J, flows through this tract, through the church, on forward into this tract, on forward into this piece right there that is a proposed and approved parkland site. Then it will traverse through the linear park that is being recommended and suggested by this application. That has also been shown to this board. We brought that to you a few months ago, suggesting a gateway park. Gateway park attaches to the north of this tract before you tonight. This is Commerce Parkway tract that you've already approved. This is part of that process. This is the Gateway Park. It's illustrative, showing what could be done. We made great strides trying to put all of this together so it all connects and interconnects with transportation, utilities, and open space.

This is the utility drawing. It shows how the comprehensive drainage will work and how all the water will be directed to the betterment of everybody, including some of the folks in the Marlatt Addition, who have gone on record with the Council that they have some drainage problems. We've heard that. We acknowledge that. We're trying to mitigate those problems as much as possible. There is a large detention pond we're putting right there that will buffer this tract and the townhomes tract right there. And the water will be picked up, detained, and discharged so an enormous amount of water does not damage the Marlatt Addition. A separate utility is being considered, and that is the other sewer line. The other sewer line would go through this area. If you're familiar with the Community Christian School, we have an agreement with the school that brings a sewer line that will be west of their football field and west of their new concession stand that sticks out a little bit too far. But we're going to lay the sewer line so that tract will have sewer. Then we'll bring that sewer line to connect to this tract that this party has not seen yet – it's called the Apex Property. Presently we have a sewer line that serves Uplands. City staff has asked us to reconsider and see if we could realign that sewer line and maybe serve the Marlatt Addition, which is this tract. So we are considering if we can take the sewer line and go like this and come up with

this and provide a connection for the Marlatt Addition. They have expressed interest in a sewer connection – they have no sewer; it's all septic. So we've looked at that. The Uplands people have asked me to look at the feasibility of making that connection and the cost and how it's going to work. So we have a preliminary design that will work. That would impose Marlatt to come up with a solution for their tract. We've also looked at how that can work. We're comfortable now. We've met with the Director of Utilities and utilities engineer and have that information.

In addition, there is the requirement to put in a 12" water line one mile from 36th Avenue to 48th Avenue that will serve all these properties. We now have a group together, like we do the sewer group, to pay for that. So we have started the design of a water line for that one mile that will be paid for by these property owners – not Marlatt. Marlatt also has an existing 6" water line that was installed with the cooperative effort of the City a few years ago. It's a dead-end 6" line that goes from 36th Street and out to about right there and dies. We have been asked if that line can be connected with the 12". That line is on the south side of Indian Hills Road. So we have agreed to do that. We're going to take the 12", connect to the 6" and loop it. That will enhance their water capability and fire protection for the whole Marlatt Addition. So right now on the table this 12" water line is to be built that serves all the tracts. It will connect to the big line here in 36th Street. And the sewer line design is underway to fulfill the obligation to make Uplands work, and it will also be designed so that the Marlatt Addition could also work. That all has taken place here in the last several weeks.

When we had the Pre-Development meeting we only had about four people show up and there was really no adverse situation in that meeting. We explained to them what it was going to be and they seemed to be fine. But now, as you know, there have been a few protest letters turned in. The client has met with the Marlatt folks on two occasions to try to mitigate and respond and try to take care of some of their concerns. We think we've done quite a bit. We probably haven't alleviated all the concerns, but certainly the major ones we have. The densities that we're proposing are less than the allowable in every zoning category. Our single family zoning comes out to less than 4 to the acre. The lots are comparable sized to the Redlands tract and they're larger than two other tracts. So they're pretty good sized; they meet all the City requirements. Staff has reviewed all these criteria and the geometrics.

One of the issues we've got that has been a problem is the Outer Loop. It is the gray area. The Outer Loop was a mystical area that has been determined to be the new bypass through Norman. That was a location on the ACOG plan. It was proposed to be a highway – four to six lanes – that would connect to I-35, extend all the way to here and keep extending all the way to Oklahoma City. That project now is not dead, but is wounded badly. ACOG has taken it out of their 2035 plan. So it is going to be terminated in the 2025 plan. In talking with Susan Connors and Shawn O'Leary, that is happening. We thought it would be happening last October, but it hasn't happened yet, but it is dying. This will have to be taken to the City Council for final death. So what we're suggesting to do here is we're going to swap this gray potential four to six lane road for a park which will look like the Gateway Park. That's what we're swapping with the folks in Moore. Now how big is this park. The developer of Uplands is providing a park site – a linear park that accommodates the park requirement for the Foxworth and Whispering Trails, and his tract, and all this as extra. There is no requirement for that; that is just a bonus park – 13 acres is the totality of parkland, linear and on the east side of 36th Street. So that's what we're offering with this mitigation here between the two

pieces of land. We think we've solved about all the utility problems, or at least we have a bona fide solution that will accommodate everybody out there. The plan has been reviewed, and reviewed, and reviewed by staff and we have staff support tonight. We have a very diverse plan and we've had a cooperative effort for quite a while with several people who own land – major pieces of land. They have cooperatively agreed and we have put together a master plan that we think is for the betterment of everybody. It all connects. It moves. It has traffic requirements that have been solved and utility problems that have been solved. The applicant is here tonight – Trey Bates, Mickey Clagg and Ben Newcomer – that is Uplands.

2. Trey Bates, 3720 Timberridge, one of the partners in the development – Over the last few months, we have gone through a lengthy process to try to make sure that everybody was notified and everybody had an opportunity to be heard, and that we took into account as many of the concerns as we could. I want to express my appreciation for the president of the Hidden Lakes POA who is here. He'll probably say a few words, as well as all of the folks from the Marlatt Addition that, over a period of multiple days and many hours, we've sat and listened to and tried to work through the various misinformation as well as information related to the project. Just briefly, this is an incredible mixed use opportunity for the City of Norman. It's principally a low density subdivision with supporting townhomes and multi-family, tied together with commercial along the urban arterial and across from 36th Street. I'd like to note that in the existing Land Use and Transportation Plan the commercial piece of this that abuts the residential is already in the Land Use and Transportation Plan as commercial. As you go west along Indian Hills Road, we tie it together with some townhome type, little bit higher density housing, and then further to the west, directly across from the radio station, we add some office space, again trying to buffer the existing houses from the change. This crown jewel of the project – and Tom has already given away part of my speech – but there's about six to seven square miles of projects that have been approved. Well, the crown jewel of this allows us to tie a park system and trail system where all of these projects have the ability to walk, bike, and move from shopping to the various residential uses to the office space without necessarily having to drive. This epitomizes the concept of development where you can raise a family, where you can start a family, where you can retire, where you can work, where you can shop, and where you can play. And this doesn't happen very often. This is kind of one of those – everybody says this is the last one, this is the great one – but it's not very often that you have as clean a slate as we were able to start with here and then so many projects all kind of come together at the same time. So what that provided was an unprecedented opportunity – not that everybody was working together so much, but the fact is, as all of these projects came together within a relatively short period of time, we could take advantages of what each individual project had and put together something that truly is magnificent. And I'm really proud of it. I know that this is a lot of change for people. The Marlatt people we've heard a lot of frustration about issues they've dealt with over the years and I understand it. It's hard to envision. But Western is being improved all the way to Oklahoma City. You've got an incredible explosion of commercial in Moore, up 36th Street and Telephone Road. You have the additional improvements of I-35 all the way through Norman now nearing completion. At some point, the Indian Hills interchange is going to have to be upgraded; it's coming. So you've got an amazing opportunity for Norman to take advantage of all of this confluence of all of these events and build a great development. I know that for the

people, again, that live out there, it's been the edge of town forever – it's been the open field where they saw horses grazing or the crops growing. But the reality is, regardless of this project, the development is coming and this is an opportunity to tie together an incredible project for the neighborhoods. I feel comfortable when I lay my head down at night that these people one day will wake up and be really happy with the fact that they have quality projects happening all around them that will ultimately improve property values. So I would hope that you all would approve this project tonight.

3. Mr. Knotts asked whether the drainage has enough surge south of Indian Hills to accommodate all of that if something goes wrong down here so that it won't flood. Mr. McCaleb responded affirmatively. Right now there is an existing 36" corrugated metal pipe that carries the water across Indian Hills and it goes in a couple of areas and it drains down to a pond. We need to release some water that is presently going down there to make sure that they have water. We don't want to intercept all of that, but we're going to intercept a huge chunk of it. Mr. Knotts asked if this is all surface flow. Mr. McCaleb replied that there will be some surface, but primarily it will be underground. Mr. Knotts asked whether the west side of the lower area will intercept some of the water. Mr. McCaleb said those are going to be live waters. It's water that's just going to be at a static level. We will have wells in there that will make sure they have a static level. It will be a retention pond that will have water at a certain level at all times, and also will have capability of rising during the floods to take that water off. So the whole thing is a combination of those facilities.

4. Mr. Trachtenberg commented that one of the things that he admires about the whole system is the inter-connectivity and the trails. He asked if they had considered the possibility of connectivity to the Ruby Grant property. Mr. McCaleb indicated that the intervening piece of property is owned by a different entity. He has been in a lot of communication with them, because they needed an easement for the sewer line. He has done some master planning for him that does that, but that is not being presented at this time.

5. Ms. Pailes asked the height of the apartments at both the north and the south ends. Mr. McCaleb replied that on the south side are townhomes, and they're two story max. They will be similar to the tract of land north of Sooner Fashion Mall – Brookhaven Square. The one on the north would be apartments – probably two story again. I think it will be 16 units. There are no immediate plans. Ms. Pailes asked about the commercial areas. Mr. McCaleb said they will probably be one story. Mr. Bates added that, with regard to the RM-6 area at the north end, the concept is for an all masonry type structure that would be two-story structures. Mr. Trachtenberg asked what the office component is going to look like. Mr. Bates indicated those haven't really been designed, but the concept for the entire project is substantial masonry type construction – not the low end kind of starter home concept that I think you see in a lot of areas. The idea is that we'd build this toward an upscale neighborhood and hopefully coordinate this in such a way that it attracts that kind of market. I think the advantage of the huge amenity package with the trails and that sort of thing will hopefully attract the kind of clientele that will support those kinds of markets. The concept is a professional office park type setting. So I can envision surgical centers, doctors' offices, other professional offices. Mr. Trachtenberg asked if it will be like the

Quorum area. Mr. Bates responded that he and his partners were involved in building Quorum, and it will be similar.

6. Mr. Gasaway asked about the road access to the development. Mr. McCaleb stated that one of the modifications that staff suggested was that there be one road off Indian Hills and then one connecting the residential area through the commercial area to 36th.

7. Mr. Gasaway asked if Mr. McCaleb believes the drainage solution can handle the water from the north side of Indian Hills in addition to the additional runoff from the impervious surface. Mr. McCaleb said that's correct. We prepared the drainage report. We've met with Mr. O'Leary and the drainage engineers on multiple occasions to make sure that he agreed and he does.

8. Ms. Gordon commented that Street C goes through the residential area and actually cuts through the commercial all the way over to 36th. That's quite a bit of commercial from Tract 3 and quite a lot of traffic going through that residential neighborhood. If I was a driver, I would sure take that instead of Indian Hills Road and skip that intersection. Mr. McCaleb indicated that this road is a collector all the way to 48th. Staff suggested that we take this point right here and continue it to 36th Street. We had suggested that not be a collector, but they wanted it to be a collector road.

9. Ms. Gordon asked the width of the gateway park in the narrow area. Mr. McCaleb said it is 50 feet at the narrowest. Ms. Gordon asked the width near where the apartments are going to be. Mr. Bates said it will be 200 to 300 feet.

PARTICIPATION BY THE AUDIENCE:

1. Lou Ball, 3730 West Indian Hills Road – In the Marlatt Addition, mine is about the fifth tract of land in off of 36th. This addition is going to affect me and my family directly, being as we're property lined right on the discussed development. I've only lived there for five years, so I don't have as much emotional tie that some of the people behind me probably have to what's going on here. And when we moved here, we fully thought that that land would be developed. We talked to our realtor – we talked to people that advised us and helped us with our move down to Norman from the Iowa area. We come from a very country background and the one thing that we were going to get out of this was going to get a country feel to it, still be out away from a lot of the traffic, be able to raise our family. I talked to Trey at the meetings and he provided a lot of detail. I love the idea of the community and the parks and such, but my greatest concern is two things – with the addition of the extra commercial, and a couple of people have made reference to the fact that the increased traffic and the flow of the traffic and how it's going to work relative to where I'm going to be pulling in and out of my home – I have great concern about that. I also have concern, and I spoke to Trey about this, too – with the drainage pond which is directly across from my property – dealing with the idea – I think they spoke earlier about some of these other ponds over here and I'm not sure what the terminology is, but I won't say maintained because I don't think that's what was used, but they would have a fill system and they would have a constant level and have a certain appearance, and it sounds as if the pond that's across the street from my property will not have that same appearance, based on what they just said – that it could be low, could be high. So I have a concern

with that. Also with the traffic and, not having been from Norman, I'm not familiar with the property that was discussed as far as the office buildings go and the appearance of those office buildings. You made reference to a certain office building – I'm not sure where that is. So I have great concern about the appearance of it and having it fit the look of the neighborhood and looking as much like homes as possible, because when we bought the land it was zoned R-1 for homes to be there and we thought we were going to be moving into a neighborhood that was 100% homes – no office buildings -- looking out your front door to look at office buildings, not looking at duplexes or any other kind of buildings of that nature. That's what's being changed right before our eyes, and not really having a feel for how that works and there's no guarantee how it's going to look ten years down the road; once it's approved, they can put in whatever they want. My greatest concern is what's going on on the very first portion of Trey's development there right along Indian Hills. If it was all residential and they had this great plan of doing the parks and everything, I think it would be great. But in its current state with the additional traffic that's going to be going in there – we're already going to be dealing with a lot more traffic if it goes to four lane and I understood that when I bought the property. But then to throw businesses and medium density living in there and then a lot more commercial right along that path, you're looking at a totally different living situation than what I purchased my house under. And that's my greatest concern, is that it's not going to be what we thought we were going to do for the 15 – 20 years – whatever we ended up living here. And we looked at 12-15 pieces of property and we bought that piece of property knowing that it was zoned for residential homes. That's all I have to say. Thank you.

2. Donald Davis, 5532 Steed Drive – There are only two apartment buildings west of 36th Street here in Norman. They're off Main Street. They're surrounded by duplexes and creeks. Going north from Main Street, where they're located, you go through nice neighborhoods which are full of townhomes and multi-million dollar mansions. Further north there's all the Brookhavens. They're all on nice lots. The Polo Club, Ashton Grove with million dollar houses, and Cambridge, plus the Grandview Estates and on to Crystal Springs, which are multi-acre estates. Likewise, there are lovely homes and neighborhoods and acreaged estates in the south part of Moore. Even the apartments around the Moore Country Club are very spacious and parklike in design. I'm very much against this densely compressed proposed neighborhood that's north of Indian Hills with over 500 homes and hundreds of apartments. Potentially, there could be over 3,000 new residents in less than 3/8 of a section. I don't know of any plots here in Norman that are that densely populated with four or five houses per acre. Our neighborhood is one house on one acre and that seems kind of tight to me, but seeing those little bitty, teeny, tiny lots up there – it will ruin the character of the rural idea of homes in our neighborhood that go all the way from Main Street out these five miles, past the coach's house and then to be deadlocked – it honestly is going to turn Norman into – pardon me, but Moore. Little tiny houses – cheap houses. Now we're in the Moore School District, and although Moore has built a new south high school and a new elementary school up on 34th, they're still, when you add in the potential – maybe 2,000-3,000 people here and likewise the same number to the west of our Marlatt area, you're going to have to put in a new elementary school probably. I don't know if the people here in Norman even care about that. But the thing I worry about is that with all the guttering, the curbing, and the street runoff of rain water and these retention ponds, which will not hold the overflow – even now with the open farmland soil that

soaks up the rain when it does rain, two of my three acres are flooded usually six or seven times through the year. But that was planned in the Marlatt area. That was used as the upwaters for Little River to help hold and retain, but with this neighborhood going in north of Indian Hills, unless that water is taken and taken someplace north, it will come back over the road and it will come through the Marlatt area and it will come through our neighborhood and it will go over Steed Drive like it has several times in just the last few months. Now there is a retention pond at the end of Jaronek's yard, which holds water, which then goes into coach's little pond, which will hold water. Those things help. They help keep our neighborhood – the aquifer down. They help keep all of our wells nice and sweet and help hold water into our neighborhood. But when you have an influx of water, and the one thing I don't think they've counted on is the speed of the water. And lots of times my two acres will fill up in just less than an hour. And that's quite a bit. It makes my two acres of property unsaleable – I can't get a note and I can't sell the property because now they're in the floodplain. But I like that. I like the greenbelt idea that it's going to have. I just don't think, as Mr. Ball just said, that unless it's really considered what to do with this water that there's going to be a major problem. And have you all noticed? There's gutters – street gutters in Moore where they're building all these new buildings for the doctors offices. There's street gutters in the street. Moore seems to be willing to handle this problem, but here in Norman all they do is put out mosquito ponds and these retention ponds – and how many – I can count, I guess – one, two, three, four, five, six in this area. I'm afraid, unless they're fenced and guarded and they keep the BT dunks in them – you know what those are – to help keep the mosquitoes down, or stock them with fish – that these are going to become problems. Week before last I found a copperhead in my garage. Now, I expected that, because I live across the street from a pond. But when you add that into a densely populated neighborhood where there's going to be lots of kids – well, who knows what problems. And my time, I'm sure, is almost up. I just want you to remember that these developers who come up with these real clever ideas that look wonderful on paper very rarely end up living in these neighborhoods. And they leave the problems and the situations – all the extra people, the cars – there's only three outlets onto Indian Hills, and with all those people coming in and out, going up to Walmart and over to Heyday, that will make that a very high-traffic neighborhood, and I feel for your children, Mr. Ball. I wouldn't want anybody out running on the streets out here because it's going to be quite a high-traffic neighborhood. But, again, these people that design all this – they never have to live there. They don't care. They've got their money and they've left. They leave the problems to poor unsuspecting people like me, who move into a neighborhood and then have to pay the taxes for it. Thank you.

3. Robert Ashton, 3812 NW Sterling – I've lived in Marlatt for 41 years. I didn't know that living in the internal portion of Marlatt I wouldn't get a notice and be counted as a person that was objecting to what was going on around me. I can certainly tell you it will impact me, because I would say probably for the next half a dozen years the amount of dirt movement and vehicles, construction traffic, and general tie-ups on the small road that we have will really impact me. The other thing I'm worried about is the City of Norman just went through a long period of talking about how we have to take care of the lake where our drinking water comes from. Well, you are taking out of the filtration project that Mother Nature supposedly takes care of, I was told, a lot of acreage here that flows directly into the Little River. Some of you may remember many

years ago we fought a long battle against the City of Moore to keep about 40 of these acres from being de-annexed from Norman and into Moore. And, in fact, the City Council did de-annex it, but we got a petition up, got an election, and got it back, and the Council had to eat what they done. Now you're going to take that acreage, with all that filtration that the dirt and grass can supposedly do, and cover it with concrete and blacktop. Now somebody down here has got the wrong message. Either they were right when they were worried about the lake and all the stuff that was flowing into it, or they're wrong because you're taking all of this out of the system. So I think you really need to consider what you're doing here. Thank you.

4. Jeff Zehr, 3707 NW Pioneer – A lot of my questions have already been asked, but there are a couple that I do have. The park addition – who is going to maintain that? Are the residents going to be responsible for maintaining that? The City of Moore going to be responsible for maintaining that? Is it going to become a dump station for everybody's trash? Is it going to grow up to be not the nice park that we want it to be? The other was – Milt brought it up. The school issue. I have four young boys that are going to school in the Moore district right now. They attend the new elementary. When this is built, where are they going to go? Are they going to be in classrooms – I understand that there's a limited number of students that can go in a classroom. But if we don't have another school – a junior high, a grade school, eventually another high school, are my kids going to be going to school in a trailer house that's parked behind their present school that they have right now? In this plan right here, I don't see a school being developed or being planned. And who's going to pay for that school if we do decide to build one? The other issue was they said there was four houses to the acre – when we did our meeting and calculations, we calculated close to 5 houses per acre, so I'd like to have that clarified and get that understood. Mrs. Gordon brought up a good point about the buffer on the north side of this addition. The south side of the addition there's not a buffer. You have a retention pond. There's nothing there but apartments. One thing that struck me odd in this discussion was the developers kept talking about hopefully and probably. Hopefully we get the right kind of neighborhood that we want. And it's probably going to be masonry and look nice. That kind of bothers me. I'd rather see something concrete, something set – this is what it's going to look like, this is what Lou is going to look at out his front door. Haven't seen that yet. So those are some of my concerns. And, again, the other issues were brought up. The traffic was another concern of mine. My four boys right now can go outside and play. Traffic gets a little bit fast up and down our neighborhood, I'm able to control that – I sit in my front yard and I'm able to control that. With what's going to go on here, there is no way we're going to be able to control what kind of traffic is coming in. Thank you.

5. Brian Beddo, 3823 NW Pioneer – My concern is I don't know whether the water that comes from this addition is going to increase or decrease through this neighborhood. We own a creek that runs to the west of our house and a couple of years ago the City decided to file criminal charges against me because I refused to clean out the creek. The creek never has had a problem – it was the City's culverts that were too small. Currently there is development going on in this creek and, if the water increases, then it's going to cause more erosion and it's going to impact the houses that are in this creek. And if the water decreases, it's going to impact the pond that is in this neighborhood and it will not have any water in it. So those are my

concerns. If you change the water flow either way, it's going to impact this neighborhood. Thank you.

6. Jerry Meek, 4213 Hidden Lake Circle – I'm a resident of Moore, Oklahoma and hopefully that doesn't give me two strikes. I come tonight wearing two hats, one as the President of Hidden Lake Property Owners Association, and one as a resident who falls within the 350 notification. When Mr. McCaleb had the plan up that showed the notification residents and then it showed those that were outside who had filed protests, I think it's important for the Planning Commission to understand that a number of that percentage that Mr. McCaleb spoke to were initially because of the fact that, just by accident, the residents of Hidden Lake happened to find out about the June agenda. What you had was a number of residents who, at the midnight hour, responded by filing a protest. So hopefully you will understand how that came about. I have to, in good conscience, tell you that I first made a call to your Planning Commission and the response I got regarding the notification and why we weren't notified – the response I got was less than a courteous one. I don't know if that's because I was a resident of Moore, or if that's just typical for staff in Norman. I brought the protests down – a stack of them – personally and filed those. I had an opportunity to visit with the City Clerk. I told her that I was given a response that was less than courteous by staff and that I was told essentially that the City of Norman did not have to notify me because I was a Moore resident and the second reason that I was not notified was because of something here in Norman called home rule. Still not sure what that is. But that was the response I was given. I mentioned that to the City Clerk and she was very nice in responding, Mr. Meek, I'll check into that. Soon after that, I had an opportunity to meet with Mr. Bates. He was kind enough to give me the time, as well as another resident, to explain to us what his plan was. First and foremost, we didn't have that opportunity prior to the June agenda because we weren't notified. He brought this plan that you see there. If you look to the far left corner on the north side of the greenbelt, you see a little pond. To the right of that is a house. That's my house. When I straddle my south fence, I can put one foot in Norman and I can put one foot in Moore. In the explanation that Mr. Bates gave me regarding the development, I probably am less affected, yet I am the probably one resident that has the closest proximity to the development of 50 feet – not the three or four times that. I'm here to tell you today that I took exception to, and I want to voice that tonight, that I believe that the City of Norman – you people – my request would be that you look into how your staff does notification. It concerns me that maybe notification hasn't been given to other people in the past, because there is a – regardless of where you live, if I own that property and I lived in Durango, Colorado you still are obligated to notify me. We all have, as citizens of this state, by law we are allowed due process. That, I believe, was not afforded to every one of those houses that you see that line that buffer – not one house was given notification. Mr. Bates and I visited. Subsequent to that, I was walking in this door to file those protests and he called me and said that he had counseled with others and it was his decision to pull that from the June meeting. His concern – and I won't speak for him – I'll just tell you that, as I took it, his concern was that we were given due process and given opportunity to be notified. I commend him for that. His concern was real. His explanation to me – his vision to me was one that I personally don't have a problem with. I think that anyone who sits on this Commission behind that circle would have the same concerns if someone by chance told you that in a few days was going to be a rezoning and there was going to

be apartments out your front door. I don't believe that you would have acted any less responsibly in filing a protest. I want to put on the hat as a resident and tell you that I personally am not opposed to Mr. Bates and his development. I believe that he has truthfully told me that he will make a determined effort to build a development wherein that, contrary to certain statements that were made – I live in Moore. I live in Hidden Lake Addition, which is executive homes. Probably the least priced house in that addition would be $300,000 up to in excess of a million. So they're not little, small homes and they are large tracts. So we have a valid concern that our property values would be diminished by something that wasn't acceptable. What Mr. Bates has showed me – it's less than what I would want, but it's not anything that I can't live with given he would follow through with what he said he would do to try to enhance his development somewhat off of the quality of homes that he will be adjacent to, which is the Hidden Lake Addition. So, in conclusion, please look into how your staff directs the general public when they are notified in the future. And, as far as the residents go, if I speak on behalf of Hidden Lake and those that are represented within that 350 feet notification, it would be our desire that the Commission would look at that development, the density levels to be something that would be reasonable for those things that would parallel or be adjacent to it. Thank you very much.

7. Dick Manley, 3619 NW Della Street – You guys are all professionals. These guys are professionals. What they presented to you – my heart just jumps out when I look at that and I think look at all that beautiful development that we've been wanting to have. I've been there 45 years. Look at that beautiful development that's there. What I'm going to try to tell you is those are all houses all the way from where this development started at the bottom that they tied together clear up to the Moore property line. This Uplands has in it what nothing else has in it that's been developed. It has one ten-acre – almost ten-acre spot across from the church that's gonna be suburban office space. That's the only thing that's been approved that's not residential, other than the corners where it's commercial. What I would like to see is this beautiful thing that they've got all these trails and everything that they want to put in there – all of this handling of the water – everything that they've talked about and tied together is totally professional and would be an absolute boon to us, who have lived out there with nothing around us for half a century and here all this is coming. All we're asking is don't make this new addition multiple use. None of that other stuff is multiple use, to the extent that they want to make multiple use here. Apartments. Office space. Out in the country as it is right now. It'll be non-commensurate with everything else that's gone on all the way up to the Moore property line. Now, right across the street from our addition on the east is a Planned Unit Development area – but that's not the proper term for it. It's a Special Unit Area that has been designated by this thing right here – designated as Special Planning Area 4. Special Planning Area 4 is situated between 36th Avenue NW and I-35, from Indian Hills Road south one-half mile. Now I'm not as eloquent as some of these other people, so I'm going to have to read this. But you all people – I don't know if you're familiar with it, because you can't – you're on the Planning Commission, but you can't be familiar with everything that's in this book. So what I'm going to try to read you is Multiple Use Area for a half mile right east of us has already been established as a Special Planning Unit Area by this book. That means it can't be anything else, unless you people say it can. It's designated to be multi-use. A half a mile. That covers every bit of the Marlatt Addition. There's another slide that shows that area and it's cross-hatched, and that's the one that – it's this thing right

here. That's that multiple use area. It's already designated as a Special Planning Area 4. Proposed land uses. This area is designated for mixed use development. The primary emphasis is to allow for a mix of employment uses – office, light industrial – with some supporting commercial and medium or high density residential housing as part of an overall, unified planned development. It is envisioned that employment and commercial uses would be oriented toward Indian Hill Road and I-35 to the north and east – and so on, and so on, and so on. What I'm going to tell you is, if you look on page 21 of this book – page 22, you'll see there's another planned area just below that. Area 5 – 36th Avenue NW and I-35 from Franklin Road north one-half mile. Same kind of deal. That's to the east of us. Look at here. This thing shows you a park – it shows you a park right there where that multiple use is. There's going to be a park right there. Ruby Grant is just past the road down there. All of this surrounding us – the only place that multiple use is is on the east. Right after this was written – 2004 – they established multiple use as an introductory way to develop. That's what this 2025 plan did. It also talked about planned urban development processes and planned urban development processes – can I read the definition of that? Planned urban development process – a land development project comprehensively planned as an entity utilizing a site development plan which permits flexibility in building site, mixtures of all types, attached and detached housing, usable open spaces, and the preservation of significant natural features. In 2005, right after this was written and established the multiple use idea that the Planning Commission would promote, this area right here – which is to the east of Uplands – they own it – put in a PUD 0506-3 and guess what that PUD did? Established that area on the east as multiple use. Now we're surrounded by everything here and my heart goes out when I look at that and I think everything they've done is beautiful, if they would just take out the apartments, the office, and the apartments, and even the commercial on the end that's already established – they want to make it bigger. If they would take that out, every bit of this whole thing is residential. That's all we're asking. Do not approve Uplands for multiple use when right across the street the same owner has got multiple use. Why doesn't he put that stuff across the street? The City has established right across from us multiple use. I have no animosity toward these guys. They've got to make money. All we're asking is we've been out there for all these years and it's all been residential – everything that's come from Norman up to us from Main basically have been residential. As we got out here at the bottom of this, look at the size of those lots. Big beautiful lots with J&J. They get a little bit smaller, but they get all the way up to Indian Hills Road. That's commensurate with everything we've got in our addition. We jump across the road and it get's smaller.

8. Lindle Coleman, 3604 Sterling Street – Thanks for listening to our concerns. I live in the Marlatt Addition, corner of 36th and Sterling Street. I grew up there since I was about 2. I left, came back, built a house in '93 and have been there ever since. I love the area, and I want to clarify that I believe, from my perspective, the protest was not necessarily just development in general, but the rezoning and the rezoning to the medium to high density. I believe that development is going to happen in this area. I'm actually excited about some of this. I appreciate Mr. Bates and the other developers taking time to visit with us and explain a lot to us. And I do believe that they try to put in the greenbelt and try to make this really nice. I believe growth will happen. But I guess the concerns and the protest for me is specifically around the unintended consequences of that development, and particularly the medium to high-density. The

medium and high-density – the entrances to those areas are very limited. I haven't seen any plans for four-laning any of the roads, so my question is around traffic. Are we going to have four lanes of roads on all four legs of that intersection? Another question is around the interchange and overpass. Is that going to be a four-lane and widened, because that is a main hub off the interstate that will be used to access this area. And, in my opinion, right now it's already becoming overcrowded because a lot of times we can't get out of our neighborhood as it is with the two-lane. And then on the water flow – the unintended consequences of that change in that water flow – how that's going to affect the ponds that are around there and how those buffer zones are going to be maintained. I'd hate to see those grow up in weeds, become dry – just that concern of how that's going to look in the end. And then the sewer costs – will there be a cost incurred on the Marlatt residents to tie into the main line? We've already spent $6,000 and above per resident to have a septic system. And what would be the cost of that? That's another question. And so overall, it's really – I think the main concern for me is the medium to high density. When you pack all those people into those smaller areas with limited entry and exit, what's that going to do to the overall area. Thank you.

9. Sadie Willmon-Haque, 3920 West Indian Hills Road – I live in the Marlatt Addition. I am here to speak concerning the Uplands Addition to the north of our home. I live right next to the radio towers. I am here to speak on behalf of my husband – he couldn't be here, he's in class – and my daughter, Dora – my adorable daughter Dora, who is seven weeks old today. I'm from Oklahoma City and I just thought I'd throw this in, but my dad actually paid $2,000 for our home in Oklahoma City, so that's the complete cost of the home I grew up with in 1979. Now, I've been lucky, through education and different things, and now I pay about $2,000 to live where I live now, and have worked really hard. I have my Ph.D. in Psychology, graduated from OU, and it's been really nice to move to a nice area. We have lived there about four years. Actually, we've bought two homes in the area. We used to live at 3908 West Indian Hills Road, but when our neighbor put up the for sale sign – it was a bigger house – we sold that and moved to our current home, so we just moved our stuff next door over the fence. We just love the area so much. When we moved there, our understanding was that there would just be some development in our area, and like the gentleman right here said I'm really excited over multi-use development. I'm concerned about traffic. Right now I can't even hardly go out and check my mail without getting hit by a car. I don't like that. I don't like having a lot of people. I feel like it might lead to more crime. I've been concerned about water flow since I've lived there. We have two acres and our one acre floods when it rains heavily. And like someone said, the water rises really quickly and so it floods pretty quickly, so I just worry about that. I love my home. I told my husband – he doesn't like for me to brag, but my home is my dream home. It's quiet. It's like the country but I can access Moore and just different shopping centers. I like the people. I love the location. I had a dog – unfortunately she got hit by a car – so I got to know a lot of my neighbors from walking her. It's just a wonderful place to live and I would like it to – if there is development, that it would be I guess single-family homes. Thank you.

10. Ron Ashley, 3608 West Indian Hills Road – I live on the corner of Indian Hills and 36th Avenue. We live in the Marlatt Addition. I'm here to speak concerning Uplands Addition to the north of our home. We've lived there for seven years. We like our

location. We like our home, and we like our neighbors. We moved there because we like it. We purchased our home because it's a little bit country – that would be me – and then my wife, she's a little bit city. There are single-family homes west of 36th Avenue from 164th Street to Carrington Lakes development. We have the Harvest Church north of our home on Telephone Road and Bridgeview United Methodist Church will build their home on West Indian Hills Road. All land east of 36th Avenue is mixed-use or commercial up through Interstate 35. The new commercial development would continue along the I-35 access road as it has since we've been there. As you know, from the Walmart store south it's really coming this way, and we anticipated it would go along there. I understand that from 36th Avenue to I-35, I assume probably half of that would go right on down to Norman and would be commercial. I assumed also that Crystal Lakes development would come north. I look for that to be single-family dwellings. We live within two miles of any retail business I need. I do not want to see commercial property across the street from us. I want to see homes comparable to our homes. If you go north on Telephone Road, you see the Hidden Lake development and the Park Glen development. Currently west of us is Talavera. To the south we have the Carrington Lakes development and east of us is Crystal Lakes development. There are no small homes in these areas. The Uplands Addition developers have been understanding of our concerns. I appreciate that very much. They've all spent time with me. I'm asking you to review and revise the commercial and mixed-use portion of the Uplands Addition to single-family dwelling. Thank you.

RECESS
8:08 to 8:22 p.m.

11. Mr. McCaleb – Some of the concerns that were expressed by some of the people concerned drainage. We have accommodated the drainage and we had that in the drawings a while ago. There were two concerns expressed by citizens. Some said we want to make sure we keep getting the water we're getting, and one says we don't want to be flooded. And that's exactly what we tried to put together. There's a 36" diameter pipe going underneath Indian Hills today. That's the only pipe that crosses the road. If you equate that number, the structure that would be required would be an enormous box if you traversed it all the way through Marlatt. We don't want to do that. We want to make sure they keep getting the water that they want, but we're going to deter the rest of the water so they don't get flooded. This intersection right here – Mr. Manley said several Council meetings ago that he had a drainage problem there. We heard him and we acknowledged that, and so we're going to take that water from this quadrant of property that's hitting there and it will no longer be hitting there. We will pick it up and run it back to here. So that will be eliminated. So there's significant impact on water that's presently flooding the Marlatt area – and I say flooding – it's getting it wet pretty good. But we're going to remove a considerable amount of the problem, at the same time making sure that the drainage area that they are getting presently is allowed. Mr. Bates is going to address this detention pond right there. I might say that one of the comments was raised – we neglected to try to figure out a school for the area. Not true at all. That piece right there is zoned for a school in the Moore School District; we did that with J&J. Yeah, we thought about it. It's planned. We know it's going to happen. That's what that is. The density of the single-family houses – we've got 257 homes in uplands that goes over 65.57 acres. That's 3.9 density lots per acre.

12. Trey Bates – There was a question about whether it would be a wet or dry detention pond, and when Mr. McCaleb was talking about the other detention areas and we were talking about regenerating that. As currently in Mr. McCaleb's design, that's set up to be a dry detention pond. However, as we develop it, we may end up making it an amenity that could contain water. I'd like to point out that we've had a lot of experience in doing developments, and if there is a wet detention pond or, in fact, if it stays dry there will be a property owners association or some sort of property owners method of collecting money to maintain and keep that as a positive amenity. I had mentioned this to a number of residents who had brought this up before that our interests are absolutely aligned. In order to make this a great project that people will want to live in, this has to be an amenity to the project and that's why we put it right there on Indian Hills Road. One other thing I'd like to address is the general recurring theme in terms of the overall development scheme, and whether it's just straight single-family or mixed-use. And the important thing that I'd like to point out is that we have to provide the services to our residents who are going to live out there. There are potentially, obviously, thousands of homes that will happen out here. And recall that as east Norman developed, those residents out there didn't have services – they didn't have the commercial opportunities, they didn't have the opportunities to work and they started traveling over to west Norman. And so then you started creating that problem where the services weren't adequate to supply the residents that lived out there. You also heard over and over again various people talking about already traveling to Moore to shop. The opportunity here, as we fast forward ten, fifteen, twenty years into the future is we see this as an opportunity for a multi-faceted residential, commercial and office development, and the services that are designed, as you'll see in your staff recommendation, support the oncoming potential housing that's out there. So it all fits together, and I'd like to just close again by pointing out the concept that historically we used to look at certain areas as this was just residential and this was just commercial and this was just office. But I think the general consensus now is that you want to create neighborhoods – walkable, liveable neighborhoods with various income opportunities, various types of housing, places where you can work, places where you can live, places where you can shop, places where you can recreate, and that's what the concept is behind the project, as opposed to just a straight R-1 type development.

13. Chairman Gasaway asked who maintains the park area, once it's established. Mr. Bates responded that the Gateway Park has been reviewed and accepted by the Parks Department and will be a City park. Now, all of the common spaces in between – the detention facilities and that sort of thing -- would be maintained by a property owners association.

14. Ms. Pailes asked about the comment that the density was about 4 houses per acre. Mr. Bates responded that, in the residential area, that is correct.

15. Chairman Gasaway asked about the right-of-way dedication on the north side of Indian Hills and 36th and whether those would be two or four-lane roads. Mr. Bates said it will be a full four-lane – I think there's actually turn lanes at the intersections, so at those points there would actually be a fifth lane. Mr. McCaleb clarified that the Marlatt area only has 33' platted, and the normal right-of-way is 50'. So our half would be two

lanes and then the third lane – the turn lane at the intersection. From there west, where you have both sides, that will be four lanes.

16. Mr. Trachtenberg asked the density of the apartment components. Mr. Bates explained that the concept on the RM-2 area is a townhome concept, similar to what you see adjacent to Sooner Mall. The RM-6 would be more of a brownstone concept – 4 to 6 units on a two-level building – all masonry type brick building. Mr. Trachtenberg asked how many units altogether. Mr. Bates said there will be 180 in the north part.

17. Chairman Gasaway noted that somebody had commented that the buffer on the north was a good idea and asked why there wasn't something like that on the south. Mr. Bates said that along the south side along Indian Hills Road we will have a multi-lane road separating the existing housing, plus the addition of the buffer strip through that detention area. The conception of that was to create an additional buffer. Now, the trail system was to tie Gateway Park along the north to the rest of the six or so miles of projects that have been approved in the prior few months.

18. Ms. Connors explained that there are two special planning areas that were noted in the Norman 2025 Plan that are near this property. One is Special Planning Area 4 and one is Special Planning Area 5. These were identified in the comprehensive plan to have special characteristics that needed to be looked at before they could be developed, and they would be developed through a planned unit development process. There are criteria in the Norman 2025 Plan that list what types of land uses and what characteristics need to be preserved as those areas develop. So those need to be brought in as planned unit development areas specifically by the property owners. So, just like the other areas of the Norman 2025 Plan, they have land use designations. They've created these possibilities for mixed-use areas. Neither of those areas have come in and requested any development to date.

Another issue was about our notification process. We notify within 350 feet of the property in question. What happens is the applicant actually gets the list from an abstract company or the county assessor's office and they develop the list and they bring that list to the City of Norman and we notice those people. I know that in the first round of notice the list that was brought to us did not include the City of Moore residents and that was brought to the applicant's attention and, based on consideration from their attorney, they chose to postpone the hearing of that case and redevelop a list and notice again. The City notices the list that is brought to us. And it is, in the City of Norman, 350 feet from that property boundary. I'm going to ask that Leah Messner, one of our assistant City attorneys, come and speak about home rule.

19. Mr. Knotts asked if the special planning area means that those areas necessarily have to be mixed-use. Ms. Connors responded that these areas will have to be developed under the criteria that were developed in the Norman 2025 Plan, unless they're amended. They could come and request amendment from what is designated in the Norman 2025 Plan, just as other developments have requested change. It was a planning exercise and it didn't zone the property.

20. Ms. Messner explained that home rule is a concept we talk about at the City a lot, and without some explanation, it may not be easily understood or understood right off the bat. The City of Norman is a charter city. It means we are governed initially by

our City Charter and we have ordinances underneath that. By becoming a charter city, we are allowed to be different than state law, and that's where you get the home rule concept. We're a home rule city, and so we get to set some of our own laws and our own ordinances that might differ from state law, but we're allowed to do that as a charter city. Other cities that are not governed by a charter are called statutory towns, and they're required to follow whatever the state law is. So if the state law for notice on an issue like this might be different than our city ordinance, the statutory town would have to follow the state law, but because we are a charter city, we are allowed to follow our ordinance, which is a 350 foot notice area.

Mr. Trachtenberg asked if that means there is no requirement under state law that we notice people outside the City limits. Ms. Messner responded that we follow our city ordinance in regards to notice for zoning issues, because they're issues of home rule and issues unique to Norman and not other places in the state. They're matters of local concern.

21. Ms. Connors addressed the earlier comment about what the office and commercial developments would look like. There is a masonry requirement in the City of Norman. Eighty percent of the façade needs to be masonry, so that would be a requirement for either of those land uses to develop with that masonry requirement.

There was also a question about who builds the schools. When property is turned over to the school district it is through the school district that the schools get built and they do that through the mechanisms they have available for constructing new schools.

22. Chairman Gasaway asked about the costs for the Marlatt residents to tie into the water and sewer. Mr. Danner said if the sewer line comes up 36th Avenue, adjacent to Marlatt, it would be the responsible party of the Marlatt Addition to bring the sewer to them. If they're adjacent to 36th, we have a requirement within 500 feet that you're supposed to tie into a public sewer. They currently have water through an assessment district that they did.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Ms. Pailes –First, just to clarify for the audience, the Planning Commission is advisory. So our mission is to clarify issues, bring up problems for the attention of the Council. We will vote and recommend to the Council. Our vote is not binding. What is binding is the Council action, and so you all need to be advised of when this will come before the Council. The detention ponds are not a worry. Every construction event involves a detention pond and their maintenance is always provided for and they work well. The general drainage issues, I have no way to judge if that's going to be a problem or if it's entirely adequate – I simply don't know. I was going to say there's distrust of the commercial and apartment areas, which, upon consideration, the neighbors might consider it's not an entirely bad idea. The third that's commercial removes population. It means fewer people; it means less density, in essence. It means fewer kids in the schools. So it may, in some ways, be something that you would appreciate. It also may actually be more attractive. If you consider that it was solidly single-family residence, what you're likely to get is stockade fences along Indian Hills Road, and probably the commercial and townhouses are basically more attractive fronting Indian Hills than the back yards and stockade fences would be. So it's possible if you consider it, you might not object to that kind of mixed-use element. I personally

take the neighbors' concerns very seriously, and I like to be able to assist people in their bid for democracy as they approach us. And I admit myself to be a little bit mystified on how to bring this to kind of a friendly resolution. One of the things we didn't consider tonight – the Tecumseh Project – also had some neighborhood protests, and the developers there made some very specific accommodations. For one thing, they gave you a very specific plan of what the commercial areas would look like and specified that they would be residential in style and gave a suggested drawing. And the neighbors have a right to sort of bargain for that. They can be very attractive, and they can be perfectly attractive commercial residential style buildings. They also bargained for low lighting on the commercial areas, and also low architectural signage so that they would not be intrusive, so you would drive down the street and actually the commercial areas would be an enhancement. And it is within the neighbors' rights to ask for things like that to enhance the entire area. there is a comment by the staff that recommends that until such a time as the interceptor line is near completion, final plats should not be submitted to the Planning Commission. In other words, this is not going to go forward immediately. I would personally suggest tabling this and getting the neighborhood and the developers together and seeing if they couldn't kind of work things out better so that when this comes before the Council there is general agreement on the style and the system and the general appearance of the neighborhood.

2. Mr. Lewis – Certainly it's an item that there's a great amount of empathy with. Certainly if we looked out of our doors for 50 years and saw a field, that certainly is something that we're accustomed to. But there are several things that I heard that really stood out, and one was the concern of Marlatt regarding storm water, and I think Tom addressed that very well, that the majority of storm water will be directed into tributary G in order to protect Marlatt from flooding. So I think from this development standpoint that is a very good thing in the design. In regards to the school, certainly I remembered, as you reiterated, in the J&J development that came through that land was specifically set aside for a school, so that will be taken care of in the Moore School District. But a couple of the things that I get the impression that maybe is uncomfortable is some of the commercial development. One of the things that the City of Norman is challenged with is that 65% of our overall income comes from sales tax revenue, and when we have a development that far up into northwest Norman, many people will just drive over to Moore and Moore will reap the benefit of a very large development and many, many people that live up in that area. One of the things that I think Mr. Bates has provided for us is a sales tax revenue stream that will allow the City to be provided with the revenue to provide City services to that area, such as fire, police, those types of things, which is commendable in such a development. That way we retain the sales tax revenue within our city, as opposed to people driving to Moore to spend their dollars. Who wouldn't want the dollars spent in Norman so that Norman can benefit and provide those services? Lastly, the thing that really concerns me, and I believe the gentleman has left – I believe his name was Mr. Meeks – was his overall impression with his interaction of our city. I will ask the City Manager to look into that further. I would commend Brenda Hall, our City Clerk, on answering his questions and his characterization of that interaction, but I will ask our City Manager to look into this video streaming and take his comments to heart and his overall impression of his interaction with our Planning Department. I would hope that anyone that comes to the City, whether they're from Oklahoma City, whether they're

from Austin, Texas, would always, without exception, have a good and positive experience and good remarks to make about our city instead of something I had to listen to from Mr. Meeks. So, other than that, I will be voting for this. Certainly it is a very difficult and challenging development to vote on, but I do think overall, long term, and that's what I must look proactively long term it will benefit the City of Norman and I think it will be a beautiful development that everyone can be proud of.

3. Ms. Gordon – I really want to like this plan. I really do. But I have some problems with it and some I've already addressed. I have a real problem with that one street cutting through the residential neighborhood and then cutting through commercial. I think that's problematic. From what I heard, I thought City staff recommended that and I don't get it, quite frankly. I have a problem with the gateway park. I love the park – love the connectivity of it in the grand scheme of all this area, but I think we are really kidding ourselves if we think that 50 feet of a stretch of parkland is going to be a buffer from single-family residential houses next to a dense apartment complex. So I'm having trouble kind of wrapping my head around that. I tend to kind of disagree with Commissioner Lewis in that the vibe that I'm getting from everyone tonight is not necessarily having a big issue with the commercial part of this, but with the density of the residential part – the density of the houses in the neighborhood, the density of these apartments going up in the area. And that's kind of the overall feel I have, that I think in general this is a good idea, and I like looking down the road and I don't have too much of a problem with the commercial part of it, but I just get an overall sense that it's a bit too much for the space. I like the mixed use and wanting to do different types of residential for different income levels and such, but I don't necessarily think this is the best area for that given the general surrounding vibe of all of the other neighborhoods. So, for that reason, I think it can be tweaked. I think it can be improved upon. And I think it needs work. So I won't be able to support it tonight.

4. Mr. Knotts asked to clarify the three items before the Commission. Ms. Connors indicated that we have a Norman 2025 Land Use Plan change, we have a zone change, and the preliminary plat. Mr. Knotts commented that this is not the final plat. This kind of the beginning of the negotiation between the designers and the neighborhoods surrounding that. Preliminary plat is just that – preliminary and it really doesn't say that we're going to build it exactly like this. Ms. Connors clarified that the preliminary plat really defines the parameters of the development and the final plat needs to be consistent with the preliminary plat when it comes through. They could make small changes, but if we moved major roadways or did major changes to this, it would have to come back with a preliminary plat amendment.

Andy Sherrer moved to recommend adoption of Resolution No. R-1011-115, Ordinance No. O-1011-55, the Site Development Plan and accompanying documentation, and recommend adoption of the Preliminary Plat for UPLANDS ADDITION to the City Council. Chris Lewis seconded the motion.

5. Mr. Trachtenberg – I'm going to support this development and I want to explain why to the folks who oppose it. I do so in full sympathy with the idea that a part of town that has been a certain way for a long, long time is going to change. That is always tremendously disappointing and discomforting, whether you've lived there for 41 years, as one of the citizens who spoke has, or if you just bought in expecting to have it a

certain way. But I think anyone, whether you're a long-time resident of Norman or a relative newcomer, has got to notice what is going on in central Oklahoma and in this part of town in particular. These changes are not coming from last week. As we've heard, this very project has been in the works, or sort of publicly discussed for a number of months, and it's in the context of a whole wave of development in this area. When you find out about it, it's shocking, for sure. But it's not brand new. This is what's been going on for a while around here. One of the things that I value about this project and one of the reasons I'm supporting it is precisely because it is part of a comprehensive, systematic approach to development in this area. I think one of the features of a lot of residential developments that we see all over the country, but we certainly see here, is it's one little island next to one little island next to one little island, and never the twain or three of them or four of them really talk to each other or meet in any way. I think that's really bad in all kinds of ways. I think one of the things that's valuable about this development as part of this larger set is it's integrated – it's connected. And, as such, I'm afraid I have to very respectfully disagree with the gentleman who spoke against the idea of mixed-use. Mixed-use is a kind of a technical term for some of us here. We spent a lot of hours working on what's called a mixed-use ordinance, so when I hear that word, I think, wait a minute – this isn't mixed use because there's a special designation for mixed use. But I take your point. This is a mixture of uses. And, to be sure, that's not how we've done things in this country for a long time. I think we've really made a big mistake over the years in the United States, and even right here in central Oklahoma, just saying we're going to have one use for miles and miles and miles. I think a number of people have explained why it's advantageous not to do this. Let me just propose an environmental reason. You don't have to drive as much. Right? I mean the way we've got things set up -- and somebody referred to east Norman before. You live way over here – to get to where you need to go you've got to drive for miles and miles. I think that's not a good way to live, frankly, in my view. I think one of the things that a development such as this does is provides the opportunity to walk or bike or be near to the things that you need in order to live. It doesn't isolate homes away from the other activities of life, and I think that's a really good thing about this project. So I'm in the happy position of agreeing with my colleague, Mr. Lewis, in my support of this development and so I will be voting for it.

6. Ms. Hartley – I just wanted to clarify something. The gentleman said something, referring to the developers and the engineers as professionals, and saying that we were all professionals. We are public servants, serving on this Planning Commission, and I am not a professional engineer or developer. I work with non-profit organizations. I happen to have served on the Park Board for eight years in Norman, and I also was part of the 2025 planning group that looked at land use within Norman. One of the things that I think is really important, that I think Mr. McCaleb pointed out very early on, is that this project does address one of the major goals that the 2025 Plan team, that consisted of 300 individuals in our community, where we went through this process I think almost 9 years ago now – that it does encourage and support diversified types of housing and densities in order to better serve different income levels and family types. That's exactly what this project is all about. Change is coming between the area of Moore and Norman, and I really feel like this is a good project that addresses that. It also disappoints me that people paint developers in a very negative light. I know Mr. Bates. I know Mr. Clagg. I know Mr. McCaleb. They don't do shoddy work. They do good work in this community and they do live here and their kids go to school here and

they pay taxes here. And to the woman in the audience who, after Commissioner Lewis said that he was going to vote for this, made this symbol – like we take bribes – we don't. We make difficult decisions sitting on this horseshoe and I'm offended that someone in my community would make that gesture toward Commissioner Lewis. So I ask you, as we vote tonight, like we've all said – we have empathy for you, but we also have tough decisions to make about the future of our community, and that's why we're here.

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

YEAS	Diana Hartley, Tom Knotts, Chris Lewis, Curtis McCarty, Andy Sherrer, Zev Trachtenberg, Jim Gasaway
NAYES	Cynthia Gordon, Roberta Pailes
ABSENT	Curtis McCarty

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-1011-115, Ordinance No. O-1011-55, the Site Development Plan and accompanying documentation, and recommend adoption of the Preliminary Plat for UPLANDS ADDITION, to the City Council, passed by a vote of 6-2.

* * *

ITEM 5, being:

CONSIDERATION OF PARKLAND DEDICATION REQUIREMENTS FOR THE UPLANDS ADDITION

Uplands Addition occupies most of the Southeast Quarter (SE/4) of Section 34 Township 10 North, Range 3 West of the Indian Meridian and is located north of Indian Hill Road and west of 36th Avenue NW. Its north border is the City of Moore. The plat for the addition contains a mixture of housing types and commercial areas; therefore the parkland dedication requirement total is a combination of three numbers (R-1; RM-2; and RM-6 housing). The total park land required for Uplands Addition is 2.87 acres (see letter). This is calculated using a total of 531 units of differing densities. Using this same number, the Uplands Addition will yield $39,825 in both Neighborhood and Community Park Development Fees as construction proceeds.

The Uplands Addition is the final piece of the overall Indian Hills Neighborhood plan that stretches from 48th Avenue NW to I-35 between Indian Hills Road and the Moore/Norman border. Over the past several months, Park Board has seen plats for the Redlands, Whispering Trails, Foxworth and Commerce Parkway Additions, which are all combining to contribute contiguous park land as shown in the accompanying drawings. Redlands Addition will generate a parkland dedication requirement of 1.89 acres by itself. Adjacent to the Redlands Park, the Foxworth (.83 acre) and Whispering Trails (1.31 acres) Additions will purchase land from Uplands Addition and deed it to the City of Norman to account for their park land requirements (see map). Finally, the Uplands Addition will contribute its own 2.87 acres of land via this plat; and on the east side of 36th Avenue; the Commerce Parkway Addition will provide both mandatory and voluntary park land. All of these areas will combine to make the "Gateway Park" area that the developer has shown in the attached conceptual plan.

Staff recommends that the Board of Park Commissioners make a land decision for the Uplands Addition, which will provide the final piece of land that will connect the park land requirements for the Indian Hills Road as shown to the Park Board in previous meetings.

Commissioner Ferrier made the motion and Commissioner Hoover seconded to recommend a land decision for the Uplands Addition. The vote was taken with the following results:

YEAH:	Chairman Brigham and Commissioners Brockhaus, Farley, Ferrier, Goth, Hoover, London, McGuire and Perry
NAY:	None

THERE HAVE BEEN ADDITIONAL PROTEST LETTERS FILED AS OF THE PRINTING OF THIS AGENDA BOOK. AN UPDATED PROTEST AREA MAP, LISTS, AND ADDITIONAL LETTERS WILL BE PROVIDED FOR SECOND AND FINAL READING OF THE ITEM.

Douglas J. Koscinski, AICP

City of Norman

Planning and Community Development Department

Manager Current Planning Division

201 West Gray, Bldg. A

P.O. Box 370

Norman, OK 73069 73070

Dear Sir,

I, the undersigned, would like to register a protest to the request by Hallbrooke Development Group One, L.L.C., for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning, as stated in Department Notice Of Request, dated April 20, 2011, to Marlatt Addition residents as noted within 350 feet of designated property. As a resident in a residential only neighborhood featuring spacious lots for the freedom of country type living as a defining characteristic for over 50 years, I protest changing that residential status because of the obvious detriment to the plans and lifestyle of the majority who are long term residents, as well as to those of new residents who have also invested on a residential neighborhood basis

Dot Wells

3705 Della N.W

Norman, Ok. 73072

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-17-11

Dear Sir

We want to protest against Tract 2-RM-2 Low Density Apartment District. And Tract 4-RM-6 Medium Apartment Dristrict It will lower our value of are house.

Randall R Phillips

Teresa A. Phillips

Teresa Phillips
5405 NW Pioneer Cir.
Norman, OK 73072

out

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-1-11 7PM

May 31, 2011

To Whom It May Concern:
This letter is to express my concerns regarding the proposed development of the 125 acres north and west of the corner of Indian Hills road and 36th NW in Norman. My interest in this matter is as a resident of the Marlatt Addition, which is located across Indian Hills road from the proposed development.

1) The flatness of the land in this area prevents rain from draining; water pools whenever a heavy rain, such as the four inches in 8 hours that occurred on May 20 of this year. The proposed 125-acre development can reasonably be expected to further worsen the drainage problem. I note as this is being written that the City of Norman is currently deepening the drainage ditch on the east side of 36th NW; while this will help with the water that drains on the east side of 36th NW, it does not appear to help with the water that drains on the west side of 36th NW. There are reports that the drainage problem becomes worse when land north of Indian Hills road is developed.

It is reasonable to request that development north of Indian Hills road, west of I-35 and east of 48th NW should be suspended until an effective, long-term solution to the drainage problem is built.

2) The proposed development is surrounded by 2-lane roads. Although these are section lines, their only improvement since being built were their being paved. Traffic in this area has already become a serious problem; there is too much traffic and too many reckless drivers on Indian Hills road and 36th NW.

It is reasonable to request that development in this area be suspended until
Indian Hills road is upgraded to four lanes from I-35 to at least 48th NW,
36th NW be upgraded to four lanes from NW 34th in Moore to Tecumseh Road, and
NW 34th be upgraded to two lanes on the Norman side.

3) This area is not serviced by the Norman wastewater system. My understanding is that Norman sewage pipes do not extend north of Franklin road. Will the proposed development be on the Norman sewage system? If not, how will the wastewater be handled? If so, will the Marlatt residents be given an opportunity to connect to the Norman wastewater system at a reasonable cost?

4) 'Tract 3' is shown as 'General Commercial'; what types of businesses will be built in this area? My concern is the noise and traffic that these businesses may bring. One reason that I live in the Marlatt addition is the quietness of this area, although occasionally, the music at the fun parks north of here is loud enough to be an annoyance.

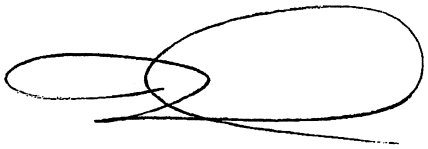
If the 21.64 acres on the corner of Indian Hills road and 36th NW will be bringing in significant traffic and noise, the quality of life in the Marlatt addition will be significantly degraded.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/2/11

5) 'Tract 5' is shown as 65.57 acres of 'single family housing'. Will this single-family housing be houses or duplexes? I note that the 16.59 acre Tract 2 and the 11.02 acre Tract 4 are planned to be, respectively, 'Low density apartments' and 'Medium density apartments'.

The concerns with Tracts 2, 4 and 5 are that they do not degrade the quality of life and the property values in the Marlatt addition.

While it is reasonable for a property owner to be able to develop his/her land, the development needs to occur in a responsible manner. Roads, sewage systems and other infrastructure should be in place or upgraded during the development. It is not reasonable to allow 125 acres of land to be developed before the infrastructure required to properly support it is in place. It is also reasonable that the development be compatible with the preexisting neighborhood and the very high end houses that are being built less than one mile away.



John Nail
3607 Della Street
Norman, OK 73072
jnail@cox.net
447-0719

Ron Ashley
3608 W Indian Hills Road
Norman, OK 73072

Douglas J. Koscinski, AICP
City of Norman
Planning and Community Development Department
Manager Current Planning Division
201 West Gray, Bldg. A, P.O. Box 370
Norman, OK 73069 73070

Dear Sir,
I, the undersigned resident of the Marlatt Addition, would like to register a protest to the requested Amendment and Rezoning by Hallbrooke Development Group One, L.L.C., as stated in Department Notice of Request for the Norman 2025 Land Use and Transportation Plan Amendment and Rezoning, dated April 20, 2011 and further amended in Notice dated May 18, 2011, as sent to limited Marlatt Addition residents within 350 feet of designated property. As a resident in the Marlatt Addition as a whole, a residential only neighborhood featuring spacious lots for the freedom of country type living as a defining characteristic for over 50 years, I protest changing that residential status for all Marlatt Addition residents, because of the obvious detriment to the plans and lifestyle of the majority who are long term residents, and new residents who have also invested on a residential neighborhood basis.
We are very concerned about neighborhood character and home value impact issues, traffic issues, noise issues. There are severe drainage issues, and sewer solution issues. Norman replaced the south side Indian Hills driveway whistles in 2004. We continue to have the same flooding problem. It is known the new whistles are undersized. I asked at the time if the ditch would be deepened and still be able to be mowed. The ditch north of our home is too steep for me to mow and I have spent several hundred dollars on repairs due to damage to our mower in the north ditch. Our ditches on the south side of Indian Hills Road run full without rain water crossing from the north side of Indian Hills Road. Having brought in over 15 truck loads of dirt and seeing it wash off our property to the south I believe the solution is to increase the size of the last five whistles on the south side of Indian Hills Road. The water run off east of our home on 36th Ave leaves trash and debris every time we have a moderate rain. I think the solution on our corner is to put the water drainage under ground east of our driveway whistle (approx. 70 feet). If they are addressed in combination with area development plans taken as a whole, at this time, it will enhance property value and significantly reduce future costs that then isolated Marlatt Addition residents would face in obtaining a solution for the whole Addition. A sewer solution now for the Marlatt Additon, with lot option for future connection, provided in conjunction with the overall area development, will be much less expensive than one contemplated in the future for the Marlatt Addition having to act alone.

Ron Ashley

CC: Shawn O'Leary Director of Public Works
201 West Gray, Bldg. A • RO. Box 370 Norman Oklahoma 73069 • 73070

In, already have

FILED IN THE OFFICE
OF THE CITY CLERK
ON June 3, 2011

9-40 6/2/2011

EDMONDS
COLE
LAW FIRM

7 S. Mickey Mantle Drive, Second Floor
Oklahoma City, OK 73104-2458
Phone: 405.272.0322
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www.edmondscole.com

David W. Edmonds
David H. Cole
Greg D. Givens
Michael Woodson
Clinton D. Whitworth
Sheila R. Benson*
Nevin R. Kirkland
*Also Licensed in Texas

Brandon P. Wilson
Christopher T. Combs
John L. Walkup
Stephanie L. Khoury

Writer's Direct E-mail: sbenson@edmondscole.com

June 6, 2011

City of Norman
Planning and Community Development Department
Mr. Douglas J. Koscinski, AICP
Manager Current Planning Division
201 West Gray, Bldg "A"
Norman, Oklahoma 73070

Re: Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment

Dear Mr. Koscinski:

I, Sheila Benson, the undersigned resident of Hidden Lake Addition, by this letter do hereby register my "Protest" to the requested Amendment and Rezoning by Hallbrooke Development Group One, L.L.C., as stated in the City of Norman "Notice" dated May 18, 2011 as sent to limited residents within 350 feet of the designated subject property.

As a resident of Hidden Lake Addition, a single family residential neighborhood with large lots and homes ranging in price from $250,000 to $1,000,000, do believe that having Apartments adjacent to our Addition and valuable homes will be an obvious detriment, not only to our lifestyle but also to the value of our property.

It goes without saying that our neighborhood will suffer greatly due to reduced property values, traffic issues, and increased noise from the higher density of a collective population within an Apartment complex.

Please consider denying this application for the reasons stated herein. If you have any questions, please do not hesitate to contact me at 405-641-0839.

Sincerely,

Sheila R. Benson
4101 SW 40th Place
Moore, Oklahoma 73160

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/6/11

ont

June 3, 2011

To Whom It May Concern:
I am writing to comment on the 'Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning' by Halibrooke Development Group One, L.L.C., dated March 23, 2011. The property in the rezoning request the SW 1/4, Section 35, T10N, R3W of the Indian Meridian, Norman; also known as the quarter section on the northeast corner of Indian Hill road and 36th AVE NW. My interest in this matter is as a homeowner in the Marlatt addition, which is located on the southwest corner of Indian Hill road and 36th AVE NW.

The proposed use for the 20.96-acre tract is 'commercial office or high density apartments'. One concern involves the roads in this area. The tract is bounded by a creek on its north side, I-35 on its east side, Indian Hill road on its south side and 36th AVE NW on its west side. Indian Hill road, 36th AVE NW and the I-35 service road are narrow, two lane country black top roads that are insufficient for the current traffic on them; the addition of 'high density apartments can reasonably be expected to add additional congestion to roads that have not been improved for decades.

Additionally, 36th AVE NW has a low water crossing bridge over a creek; this creek and bridge are located immediately north of the proposed development. This bridge is marginally sufficient for current traffic.

Drainage is another issue. The flatness of this area prevents water from draining well. Work is currently being performed to deepen and widen the drainage ditch on the east side of 36th AVE NW, between Indian Hill road and Franklin road. While this work is greatly appreciated, this improved drainage ditch will only be useful once storm runoff reaches it. The properties in this area typically have water standing in a variety of areas, including on the north side if Indian Hill road, between I-35 and 36th AVE NW, whenever a heavy rainfall occurs.

I ask that development ~~in this~~ area be delayed until an effective drainage solution for this area can be ~~constructed~~ and the roads (I-35 west service road, Indian Hill road, Telephone road/36th AVE NW) are ~~improved~~.

John Nail
3607 Della Street NW
Norman, OK 73072
jnail@cox.net

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

, already have

June 6, 2011

City of Norman
Planning and Community Development Department
Mr. Douglas J. Koscinski, AICP
Manager Current Planning Division
201 West Gray, Bldg "A"
Norman, OK 73030

Re: Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment

Dear Mr. Koscinski,

I, the undersigned resident of 4209 S. Telephone Road (36th Street in Norman and property immediately North of subject property), by this letter hereby register my "Protest" to the requested Amendment and Rezoning by Hallbrooke Development Group One, LLC, as stated in the City of Norman "Notice" dated May 18, 2011, as sent to Limited residents within 350ft of the designed subject property. I was not notified by the City of Norman, which I am quite confused about, since my property Immediately abuts subject property on the North.

As the closest residential property owner to this development, which is an almost 3 acre residential property, and currently has a value of over $350,000, I do believe that having Apartments built right next door to my property will be an extreme detriment to my lifestyle and also the value of my home and property.

Understandably so, I feel that our property will greatly suffer due to reduced property values, increased traffic issues, and increased noise from the higher density of a population within an apartment complex.

I would greatly appreciate your consideration in Denying this application for the reasons stated above.

Sincerely,

Christel Van Tuyle
4209 S. Telephone Rd
Moore, OK 73160
405-740-3788 cell

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

June 6, 2011

TO: Norman Planning Commission
201-A West Gray Street
PO Box 370
Norman, OK 73070

From: Bob Stoops

RE: Protest of Rezoning – Indian Hill and NW 36th

Please consider this my written protest of rezoning the parcels of land at Indian Hill and NW 36th.

I purchased my 20 acres of land at 5400 36th Ave. NW with the idea that the zoning principles would remain the same – that's why I bought it. It was a chance to enjoy more space than many parts of Norman. Had I known that the land would be developed for high density apartments and commercial office space I would have most likely chosen another place to build my home. One of my greatest concerns is the guaranteed increase in traffic in the area that development will bring.

Thank you for receiving my protest. I can be reached at 325-8246 to discuss if necessary.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/6/11

ok!

5 June 2011

Doug Koscinski

Planning and Community Development
City of Norman
201 West Gray, Bldg A
Norman OK 73069

Dear Sir:

As a Marlatt Addition resident I would like to register a protest to the requested Amendment and Rezoning change of the Norman 2025 Land Use Plan, by Hallbrooke Development Group One LLC dated April 20, 2011 and then further amended dated May 18, 2011. As a home and property owner in this 50 year old spacious country-like community, I protest changing zoning status in Hallbrooke's proposal to the detriment of our living and lifestyle of the majority of long-term homeowners and to the plans of new residents who are investing in our neighborhood.

My neighbors and I are very concerned about the proposals' change of the neighborhood, the impact of home values, additional lighting and noise issues, and increased traffic concerns. In this area of town there are major storm drainage issues and only private sewer solutions. Before any further developments are approved by the commission, I think solutions for the whole entire area surrounding the Marlatt Addition should be decided. Developments to the South, the West, the Northwest, and the Northeast have already been approved, yet sewage and rainwater are not totally addressed. Before any road developments are started, this should all be decided.

I would appreciate notice of any further decisions concerning this part of North Norman.

Thank you,

Donald Milton Davis

Donald Milton Davis
5532 Steed Drive
Norman OK 73072-1227
(405) 329-6145

cnt

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

Justin Beddo

3823 NW Pioneer Street• Norman, OK 73072• Phone: 405.217.9198

Date: June 5, 2011

Planning and Community Development Department
210 West Grey, Bldg. A
P.O. Box 370
Norman, OK 73069 73070

Dear Sir or Madam:

I, the undersigned resident of Marlatt Addition (Lot 15, Block 3) and investment owner (Lot 2 Block 7) do certify and enter a written protest against the Amendment and Rezoning by Hallbrooke Development Group One, LLC. As a property owner and Investor in an established neighborhood with country living atmosphere I protest on the basis of increased traffic, noise, pollution and potential crime would severely impact property value and living condition. NW 36th Street is almost impossible to access from the neighborhood. We have already noticed an increase in traffic due to the multi-million dollar residence being built South of Marlatt even though the streets have no through access. Our neighborhood will no longer have any advantage of suburban living and will eventually be an oddly developed addition in an urban environment. Our Plat restrictions were drawn to protect the spacious and open freedom of neighbor interaction without the need for fences and security cameras.

The planning commission should decide and define a cohesive living environment for this area. Crystal Springs and Marlatt are compatible acreage living. Land values and property taxes for this type of zoning will provide the city with ample revenue. We are constantly being told one thing about re-zoning ideas and then given something completely different. High-end retail with apartment living above was replaced with Hey Day and Andy Alligators. Now comes another re-zoning to add High Density Housing. When residents have no real investment in the property there is no incentive for concern of community.

The City of Norman constantly interjects with piecemeal solutions to our needs, IE drainage and water, not to mention some residents bordering the Marlatt Addition now have access to Oklahoma Natural Gas utilities and city sewer utilities. After 25 years of relying on a well to provide water, the city came with an offer to place a substantially large payment and or attachment on the property in exchange of water lines to be installed in the easement. We ask now for a consideration of a sewer solution before we are isolated with High Density Housing, apartments, senior citizen center and a school and any other re-zoning you see in the future. This would avoid the costly and intrusive burden of approving a bond issue the Marlatt Addition residents, investors and property owners would shoulder in the aftermath.

Sincerely,

Justin Beddo
Resident and Investment Owner

out

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/6/11

Justin Beddo

3823 NW Pioneer Street• Norman, OK 73072• Phone: 405.217.9198

Date: June 5, 2011

Planning and Community Development Department
210 West Grey, Bldg. A
P.O. Box 370
Norman, OK 73069 73070

Dear Sir or Madam:

I was never given an opportunity to express myself concerning the Planning Commission's approval for Re-zoning the property generally located on the north side of Indian Hill Rd. and East of 36th Avenue NW. An area located within 350' of the Marlatt Addition. Please report this protest to the City Council as I have missed the April 11th deadline

I, the undersigned resident of Marlatt Addition (Lot 15, Block 3) and investment owner (Lot 2 Block 7) do certify and enter a written protest against the Amendment and Rezoning by Hallbrooke Development Group One, LLC. For commercial office or high-density apartments. As a property owner and Investor in an established neighborhood with country living atmosphere I protest on the basis of increased traffic, noise, pollution and potential crime would severely impact property value and living condition. NW 36th Street is almost impossible to access from the neighborhood. We have already noticed an increase in traffic due to the multi-million dollar residence being built south of Marlatt even though the streets have no through access. Our neighborhood will no longer have any advantage of suburban living and will eventually be an oddly developed addition in an urban environment. Our Plat restrictions were drawn to protect the spacious and open freedom of neighbor interaction without the need for fences and security cameras.

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Sincerely,

Justin D. Beddo

Justin Beddo
Resident and Investment Owner

out

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-17-11

4 June 2011

Douglas J Koscinski, AICP
City of Norman
P O Box 370
Norman OK 73069

Sir:

We the undersigned residents of the Marlatt Addition, are registering a protest to the requested Amendment and Rezoning by Hallbrooke Development Group One, L.L.C., as stated in Department Notice of Request for the Norman 2025 Land Use and Transportation Plan Amendment and Rezoning dated 20 Apr 2011, and further amended in Notice dated 18 May 2011, as sent to limited Marlatt Addition residents within 350 feet of designated property. As residents of the Marlatt Addition as a whole, a residential only neighborhood featuring spacious lots for the freedom-of-country type living as a defining characteristic for oer 50 years, we protest changing that residential status for all Marlatt Addition residents, because of the obvious detriment to the plans and lifestyle of the majority who are long-term residents, as well as those new residents who have also invested heavily in a residential neighborhood.

Which brings up the recently received Water Quality Protection Zoning Overlay District aka SWMP:

I don't understand, perhaps YOU can explain - if the city is SO concerned about protecting the Little River watershed after 40 years, why is it allowing acres and acres of the currently open fields in northwest Norman to be taken up with acres and acres of houses with concrete driveways and lawns to fertilize, plus acres and acres of apartments with asphalt parking lots holding too numerous residents who will strain our utilities that are already in short supply. I can remember during de-annexation days when old Russell Bates threatened us with putting a cattle feed-lot on that property. That is what was preferred then and it would be preferred today.

Robert Ashton
Sharron Ashton
3812 NW Sterling Street
Norman OK 73072

ont

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-7-11

July 11, 2011

City of Norman
Planning and Community Development Department
Mr. Douglas J. Koscinski, AICP
Manager Current Planning Division
201 West Gray, Bldg "A"
Norman, OK 73030

Re: Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment

Dear Mr. Koscinski,

I, the undersigned resident of 4209 S. Telephone Road (36th Street in Norman and property immediately North of subject property), by this letter hereby register my "Protest" to the requested Amendment and Rezoning by Hallbrooke Development Group One, LLC, as stated in the City of Norman "Notice" dated June 22, 2011, which I received via US Postal service.

As the closest residential property owner to this development, which is an almost 3 acre residential property, and currently has a value of over $350,000, I do believe that having Apartments built right next door to my property will be an extreme detriment to my lifestyle and also the value of my home and property.

Understandably so, I feel that our property will greatly suffer due to reduced property values, increased traffic issues, and increased noise from the higher density of a population within an apartment complex.

I would greatly appreciate your consideration in Denying this application for the reasons stated above.

Sincerely,

Christel Van Tuyle
Physical Address:
4209 S. Telephone Rd, Moore, OK 73160
Mailing Address:
PO Box 6323, Moore, OK 73153
405-740-3788 cell

FILED IN THE OFFICE
OF THE CITY CLERK
ON 7-11-11

I/We already have

John Hamlin, M.D., J.D.
P.O. Box 722520
Norman, OK 73070
405-834-7172
July 8, 2011

City of Norman
201 West Gray, Bldg. A
P.O. Box 370
Norman, OK 73070

Hand Delivered and Filed with City Clerk on July 8, 2011

Re: Protest to the Request for Norman 2005 Land Use and Transportation Plan Amendment and Rezoning

The undersigned received notice that Hallbrooke Development Group One, L.L.C has requested an amendment to the Norman 2005 Land Use and Transportation Plan. The undersigned who lives at 1603 Mark Circle adjacent to the property under consideration protests the proposed amendment as presently written. This protest is based on the fact that the adjacent property is R-1 single family residence property.

While the proposed Tract 5 is R-1 single family residence property, the proposed Tract 4 is RM-6 Medium Density Apartment District. The proposal attempts to place apartment buildings adjacent to single family residences which will include the properties in the Hidden Lake subdivision and the proposed Tract 5 properties.

If the proposed Tract 4 was R-1 single family residence property there would be no objection. The developer could move the proposed RM-6 Medium Density Apartment District into the south portion of Tract 5. That would place the RM-6 Medium Density Apartment District near Tract 2 RM-2 Low Density Apartment District and Tract 1 CO Suburban Office Commercial District.

In addition, the proposed parkland tract is insufficiently narrow to be used as a buffer between the Hidden Lake property and Tract 4. It starts out being only 2.33 feet wide and based on the location map is probably only 5 feet wide in front of 1603 Mark Circle. If the parkland buffer was at least 50 feet wide, the size of a road, there might be less opposition to the proposal.

Sincerely,

John Hamlin

FILED IN THE OFFICE
OF THE CITY CLERK
ON 7/8/11

HILLSDALE
Established in 1959

August 16, 2011

City of Norman
City Clerk
201 West Gray, Building A
P.O. Box 370
Norman, Oklahoma 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/19/11

RE: Uplands Division Rezoning (North of Indian Hills Road and West of N.W. 36th Street)

To Whom It Concern,

I am writing in opposition to the rezoning of the area in the Uplands Development to commercial and apartment complexes. This development sets north of Indian Hills Road and west of N.W. 36th Street in Norman.

The northeast corner of this property is across the street from the Hillsdale College property that runs across the northern border of the Commerce Parkway Addition. My concerns are three fold:

1. The tract map shows a major surface water drainage field to the north and east corner of the development which actually empties into the stream bed that runs across the south section of the Hillsdale College property.
2. The heavy concentration of the population in this area will create traffic congestion and overwhelm the infrastructure of this area in the city.
3. As a citizen of Norman I am personally opposed to the water use requirements this will add to the city and the costs of the infrastructure improvements. My personal opinion is that Norman will bear the cost of these changes and the residents will spend their money in the growing retail district just north of this development in Moore. This will make Moore the Sale Tax Collector for our Norman city improvements and Norman will not effectively recover the costs effectively.

I am convinced that a residential development would be more consistent with the housing areas west of N.W. 36th Street, cost less for infrastructure, and provide family housing on the Norman west side. There is more than enough room for commercial development from the east of N.W. 36th to the Interstate 35 corridor.

You are welcome to contact me at my direct office phone 405-912-9456.

Respectfully,

Timothy W. Eaton

Timothy W. Eaton, Ph.D.
Hillsdale President/Norman Citizen

Hillsdale Free Will Baptist College • PO Box 7208 • Moore, OK 73153 • 405.912.9000 • Fax: 405.912.9050 • www.hc.edu
"Leading generations in service to Christ, the Church and the Community"

John Nail
3607 Della Street
Norman, Oklahoma 73072

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/19/11

July 19, 2011

Dear Norman City Council,
This letter is to protest the Uplands Addition; I am a homeowner in the adjacent Marlatt Addition.

My wife and I both work near downtown Oklahoma City. Our reasons for living in Marlatt include the quietness and relative lack of congestion in the Marlatt section of Norman.

We realize that it is unrealistic to expect the undeveloped land that surrounds Marlatt to stay undeveloped. With the exception of a small number of recently built businesses, a recently built church, another church that is planned and a field that contains radio broadcast antennas, the developed land near Marlatt are upscale, single family houses; these houses are consistent with the character of the decades-old Marlatt neighborhood.

My concerns about the proposed Uplands Addition involve the commercial and mixed use portions, both of which can reasonably be expected to degrade the quality of life for residents in and near Marlatt. The apartments and businesses can be expected to increase the amount of traffic and noise in this area. The existing roads (Indian Hills Road and 36th Street NW) often are insufficient for the current amounts of traffic.

Marlatt is located between I-35 and the Canadian River in an area often referred to as 'ten mile flat'. The relative flatness in this area produces issues with standing water during heavy rains. The current project of improving the drainage ditches along 36th Street NW will help with drainage and we commend the city for dong this work. On the other hand, the recently announced Bob Moore Cadillac dealership, to be built next to the Marlatt Addition is expected to worsen the drainage issue. The commercial and mixed use proposed as part of the Uplands Addition can also expected to worsen the drainage problem as soil absorbs water; pavement doesn't.

Marlatt contains a significant number of retirees, some of whom are founding members of the Marlatt addition. They have seen Marlatt change from 'out in the country' to 'almost in town'. The older Marlatt residents know that they will not be able to escape the noise and congestion that can be expected from overdevelopment as is proposed for parts of the Uplands Addition.

My wife and I often discuss moving closer to our work locations, particularly while making our 15 – 20 mile (in each direction) commutes. Currently, living in Marlatt is worth the time and and expense of making our commutes. We are concerned that the Uplands Addition will make the Marlatt area of Norman more like the parts of Oklahoma City in which we work.

Frankly, if this part of Norman is going to become similar to Oklahoma City, my wife and I should save ourselves a considerable amount of time and money each week by moving to Oklahoma City.

I request that you review and revise the commercial and mixed use portions of the Uplands Addition with the consideration of these being single family dwellings. I thank you for your time and attention.

John Nail

TRACT 25 BLK 1 LOT 24 already have
MARLATT UPLANDS PP09-257

Untitled

08/01/2011
Bobbie Smallwood
3632 N.W. Indian Hills Rd.
Norman, Ok. 73072

block 1 lot 4 Marlott addition

In 1960, we bought 2 lots, 1 acre each, to build on. We were told in the future there would be building across the road on N. side of Indian Hill Rd. We assumed it would be acre lots like acreage in Marlott addition. We would welcome that, we like the country atmosphere but not all activity that goes with in town living.

This is my formal protest .

08/01/2011
Bobbie Smallwood
Bobbie Smallwood

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/11

IN, already have

LETTER 1 – Uplands Addition 2025/Rezoning

Copies of the attached protest letter were received from the following parties:

	Name(s)	Address	Parcel(s)	In	Out
1	Richard G. & Dororthy L. Manley	3620 W. Indian Hills Road	Lot 2 & 23, Block 1, Marlatt Addition	X	
2	Major & Loveta Morrow	3815 & 3827 NW Della Street	Lots 16, 17, 18, Block 1, Marlatt	X	
3	Sadie Willmon-Haque	3920 & 3932 W. Indian Hills	Lots 11 & 12, Block 1, Marlatt	X	
4	Dot Wells	3705 NW Della	Lot 21, Block 1, Marlatt	X	
5	Marcia Ashley	3608 W. Indian Hills Road		X	
6	Darlene Amburn	3828 W. Indian Hills Road	Lots 8 & 9, Block 1, Marlatt	X	
7	Bobbie Smallwood	3632 NW Indian Hills Road	Lots 3 & 4, Block 1, Marlatt	X	
8	Margaret Dobbs	3717 NW Della Street	Lot 20, Block 1, Marlatt	X	
9	Henry Wunebrusgar	3704 NW Della Street			X
10	Rick & Teresa Davenport	3800 NW Sterling Street			X
11	Illegible signatures		Lots 9 & 10, Block 7, Marlatt		X
12	Louis & Trina Bertoletti	3814 NW Della Street			X
13	Illegible signatures	3929 NW Sterling Street	Lot 13, Block 2, Marlatt		X
14	Martha Jones	3905 NW Sterling Street	Lot 15, Block 2, Marlatt		X
15	David Krueger	3917 NW Sterling Street			X
16	Troy Davis	3911 NE Pioneer	Lot 14, Block 3, Marlatt		X
17	Wayne & Laura Bentley	3825 NW Sterling Street			X
18	Kevin Castleman	5661 NW Pioneer Circle	Lot 10, Block 5, Marlatt		X
19	Dale & Wanda Smallwood	3629 NW Sterling Street	Lot 22, Block 2, Marlatt		X
20	Carolyn & ? Reynolds		Lot 11, Block 2, Marlatt		X
21	Renee Owen (Heldenbrand Trust)	3929 West Pioneer			X
22	Velma Wells	3715 NW Sterling	Lot 20, Block 2, Marlatt		X
23	Eugene Deal	3813 NW Sterling Street			X
24	Chad Williamson	2230 Donna Drive	Lot 10, Block 3, Marlatt		X
25	Joseph Nelson & Janis Nelson-Sharp	3616 NW Sterling Street			X
26	James & Syble Polk	3728 NW Pioneer	Lot 3, Block 7, Marlatt		X

27	Debra & Aaron Mauterer	3805 NW Pioneer	Lot 16, Block 3, Marlatt		X
28	Jerry & Sue Kirk	5444 NW Pioneer Circle			X
29	Reba Schweizerhof	3826 NW Della	Lot 10, Block 2, Marlatt		X
30	Opal Followwill	3710 NW Della			X
31	Robert Hendrick	3802 NW Dell	Lot 7, Block 2, Marlatt		X
32	Don & Kathy Ross	3621 NW Pioneer St	Lot 21, Block 3, Marlatt		X
33	Jeff & Shawnda Zehr	3707 NW Pioneer	Lot 19, Block 3, Marlatt		X
34	Peggy & Don Ritchie	5555 NW Pioneer Circle	Lot 8, Block 5, Marlatt		X
35	Lindle & Melissa Coleman	3604 NW Sterling Street			X
36	Ron & Terri Wofford	3726 NW Sterling Street			X
37	Nael Suddoth		Lots 1-2 and 23-24		X
38	Dwight ?		Lot 3, Block 5, Marlatt		X
39	Melvin Thomas	3728 NW Della	Lot 6, Block 2, Marlatt		X
40	Paul & Katherine Traugh	3816 NW Pioneer			X
41	Randolph & Teresa Phillips				X
42	Virgil & Hilde Votaw	3702 NW Sterling			X
43	Jerald Kleewur	3714 NW Sterling	Lot 5, Block 3		X
44	Willie & Dorris Long	3916 NW Sterling			X
	Received after Planning Comission				
45	Charles Simonds Trust	3631 Della NW		X	
46	Alexis Stinnett	3804 W. Indian Hills Road	Lot 7, Block 1, Marlatt	X	
47	Terrence Peasel	3907 Della Street NW	Lots e/2 14 & 15, Block 1, Marlatt	X	
48	Louis Ball.	3730 W. Indian Hills Road	Lot 6, Block 1, Marlatt	X	
49	Justin Kammerer	3931 Della Street	Lots 13 & w/2 14, Block 1, Marlatt	X	
50	Barrett Husted	3908 W. Indian Hills Road	Lot 10, Block 1, Marlatt	X	

Douglas J. Koscinski, AICP

City of Norman

Planning and Community Development Department

Manager Current Planning Division

201 West Gray, Bldg. A

P.O. Box 370

Norman, OK 73069 73070

Dear Sir,

I, the undersigned resident of the Marlatt Addition, would like to register a protest to the requested Amendment and Rezoning by Hallbrooke Development Group One, L.L.C., as stated in Department Notice of Request for the Norman 2025 Land Use and Transportation Plan Amendment and Rezoning, dated April 20, 2011 and further amended in Notice dated May 18, 2011, as sent to limited Marlatt Addition residents within 350 feet of designated property. As a resident in the Marlatt Addition as a whole, a residential only neighborhood featuring spacious lots for the freedom of country type living as a defining characteristic for over 50 years, I protest changing that residential status for all Marlatt Addition residents, because of the obvious detriment to the plans and lifestyle of the majority who are long term residents, and as well to those of new residents who have also invested on a residential neighborhood basis.

We are very concerned about neighborhood character and home value impact issues, traffic issues, noise issues. There are severe drainage issues, and sewer solution issues. If they are addressed in combination with area development plans taken as a whole, at this time, it will enhance property value and significantly reduce future costs that then isolated Marlatt Addition residents would face in obtaining a solution for the whole Addition. A sewer solution now for the Marlatt Additon, with lot option for future connection, provided in conjunction with the overall area development, will be much less expensive than one contemplated in the future for the Marlatt Addition having to act alone.

Marcia Ashley MARCIA.Ashley@yahoo.Com

Account # R0052708

Need MARLT. 1-1.001

MAY 27, 2011.

Marcia

3608 W. Indian Hills Road
Norman, OK 73072
405-691-2345

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/31/11

LETTER 2 – Uplands Addition 2025/Rezoning
Copies of the attached protest letter were received from the following parties:

	Name(s)	Address	Parcel	In	Out
1	Jerry Meek	4213 Hidden Lake Circle, Moore		X	
2	Kenny & Tiffani Ritchie	4212 Hidden Lake Circle		X	
3	Kyle Muse	4209 Hidden Lake Circle		X	
4	Keith & Ashleigh Muse	1609 Mark Circle, Moore		X	
5	Laurie Nunno	1605 Mark Circle		X	
6	Debra Frampton	4112 SW 40th Place, Moore		X	
7	Richard & Mary Sigal	4113 Hidden Lake Circle, Moore			X
8	Talisha Fogel	4108 Hidden Lake Circle			X
9	Tony Jones	1609 SW 40th Street, Moore			X
10	William Moody	4100 Old Pond Court, Moore			X
11	Nanci Ramos	4108 SW 40th Place, Moore			X
12	Ralph Sherrand	4201 Hidden Lake Circle	(Withdrawn after Planning Comission Meeting)		X
13	Dan Ramos	4108 SW 40th Place			X
14	Kim Masters	1709 SW 40th			X
15	Debbie Combs	1601 SW 40th Street			X
16	Adrian Savage & Kelley Thomas	4113 Old Pond Court			X
17	David & Eva Saffer	1713 SW 40th			X
18	Dave Shannon	1501 SW 40th Street			X
19	John Bowland	4105 Old Pond Court			X
20	Sheila Clifton	4109 Hidden Lake Circle			x

Jerry W. & Debbie L. Meek
4213 Hidden Lake Circle
Moore, Oklahoma 73160
Phone: 405-799-3796

June 6, 2011

City of Norman
Planning and Community Development Department
Mr. Douglas J. Koscinski, AICP
Manager Current Planning Division
201 West Gray, Bldg "A"
Norman, Oklahoma 73070

Re: **Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment**

Dear Mr. Koscinski:

I, the undersigned resident of Hidden Lake Addition, by this letter do hereby register my "Protest" to the requested Amendment and Rezoning by Hallbrooke Development Group One, L.L.C., as stated in the City of Norman "Notice" dated May 18, 2011 as sent to limited residents within 350 feet of the designated subject property.

As a resident of Hidden Lake Addition, a single family residential neighborhood with large lots and homes ranging in price from $250,000 to $1,000,000, do believe that having Apartments adjacent to our Addition and valuable homes will be an obvious detriment, not only to our lifestyle but also to the value of our property.

It goes without saying that our neighborhood will suffer greatly due to reduced property values, traffic issues, and increased noise from the higher density of a collective population within an Apartment complex.

Please consider denying this application for the reasons stated herein.

Sincerely,

Jerry W. Meek

FILED IN THE OFFICE OF THE CITY CLERK ON 6/6/11

LETTER 3 – Uplands Addition 2025/Rezoning

Copies of the attached protest letter were received subsequent to the Planning Commission meeting from the following parties:

	Name(s)	Address	Parcel(s)	In	Out
1	Bobbie Smallwood	3632 NW Indian Hills	Lot 3, Block 1, Marlatt	X	
2	Carl Amburn	3825 Indian Hills Road	Lot 9, Block 1, Marlatt	X	
3	Darlene Amburn	3816 W. Indian Hills Road	Lot 8, Block 1, Marlatt	X	
4	Barrett Tomas Husted	3908 W. Indian Hills Road	Lot 10, Block 1, Marlatt	X	
5	Kathie Jo Kindler	3730 W. Indian Hills Road	Lot 6, Block 1, Marlatt	X	
6	Louis W. Ball III	3730 W. Indian Hills Road	Lot 6, Block 1, Marlatt	X	
7	Ron Ashley	3608 W. Indian Hills Road	Lot 1, Block 1, Marlatt	x	
8	Chris Womack	1601 Mark Circle	Lot 5, Block 2	X	
9	Thomas Parker	4201 S. Telephone Road	Lot 4, Block 1, Kylie Acres, Moore		
10	Thomas Parker	4109 S. Telephone Road	Hidden Lakes/Kylie Acres, Moore		X
11	Albert Lane	4105 S. Telephone Road	Hidden Lakes/Kylie Acres, Moore		X
12	Ron Ashley	3608 W. Indian Hills Road		X	

Name Bobbie Smallwood

Address 3632 NW Indian Hill Rd
Block 1, lot 3 TRACT 3
Norman, Oklahoma 73072

July 19, 2011

I am writing this letter of Protest concerning the Uplands Addition.

We moved here and like our location, our home and our neighbors. We purchased our home because it is a little bit country and a little bit city. There are single family homes west of 36th Ave from 164th Street south to Carrington Lakes development. We have the Harvest Church Surrounded by the Uplands Development on Telephone Road and Bridgeview United Methodist Church will build west on Indian Hills Road.

All land east of 36th Ave is mixed use or commercial to Interstate 35. We were not informed of these changes. We knew commercial development would continue along the I35 access road. We expected and want single family dwellings in the Uplands Development.

We live within two miles of any retail business I need. I do not want to see commercial property or apartments. I want to see homes and town homes comparable to our homes. If you go north on telephone Road you see the **Hidden Lake development and the Park Glenn development. Currently west of us is Talavera. To the south we have the Carrington Lakes development and east of us the Crystal Lakes development. There are no small homes in these areas.**

The Uplands Addition developers have been understanding of our concerns. I am asking you to review and revise the commercial and mixed use portion of the Uplands Addition to single family dwellings. This is my formal protest.

Thank you for your time.

FILED IN THE OFFICE OF THE CITY CLERK ON 8/19/11

Name Bobbie Smallwood (sign)

Bobbie Smallwood (print name)

cc: Dick Manley
MS Works

already have

LETTER 4 – Uplands Addition 2025/Rezoning

Copies of the attached protest letter were received subsequent to the Planning Commission meeting from the following parties:

	Name(s)	Address	Parcel(s)	In	Out
1	Mohammed Islam & Stephanie Puckett	4205 S. Telephone Road	Lot 5A, Block 1, Kylie Acres, Moore	x	
2	Debra & Ron Frampton	4112 SW 40th Place	Lot 4, Block 2, Hidden Lake, Moore	x	
3	Jerry Meek, President		Hidden Lake Homeowners Association	x	
4	Jerry Meek	4213 Hidden Lake Circle		x	
5	Kyle & Rachel Muse	4209 Hidden Lake Circle	Lot 17, Block 1, Hidden Lake, Moore	x	
6					
7					
8					
9					
10					
11					
12					

I, MOHAMMED ISLAM, the undersigned resident of Kylie Acres, hereby Protest, as discussed below, to the requested Amendment and Rezoning by Hallbrooke Development Group One, L.L.C., as stated in Department Notice of Request for the Norman 2025 Land Use and Transportation Plan Amendment and Rezoning, dated April 20, 2011 and further amended in Notice dated May 18, 2011, as sent to limited area residents within 350 feet of designated property. These Notices describe the property as generally located on the north side of Indian Hills Road and west of 36th Avenue N.W. The property Tracts are diagramed and named as the **UPLANDS** Addition in the Preliminary Site Plan.

As a resident in Kylie Acres, a residential only neighborhood featuring spacious lots for the freedom of privacy and security in a rural setting in close proximity to city neighborhoods, extensive commercial centers, and major highways access, I protest the jamming of Apartments and protracted commercial endeavors in an approximate quarter mile of rural character area developed as such over a half century. This area is in a string of approximately 6+ miles of historically progressively developed residential area with one center of commercial and business activity located within, others at both ends, very sparse business activity at property non-suited for homes at creeks along the way, and a few corner businesses at intervening intersections. The current business centers are extensive in their provision of services and items. This effort to jam business and interim activity into such a small area that is already more than adequately served, just to compete for business, whereby creating significant interim activity in our historically developed rural character area, is unnecessarily destructive and therefore totally ill-conceived. Apartments are proposed at two locations. The highest density ones are adjacent to a gated community addition on one side and to a large church on the other side. Extensive commercial, Apartment, and business development is protracted from the other side of the church, all the way down 36th, around and down Indian Hills Road, all along the Marlatt addition and the WWLS radio station to the new Bridgeview church. Our area is of opposite character to this plan for multiple Apartments and commercial and business establishments.

To allow a plan of such expansive nature and irreversible change for proposed business that will not develop to such an exaggerated extent and to allow the interim activity associated with Apartments that will destroy our long cherished security is counter to the developmental ideals of this community. We foster high ideals and have experienced them so far to a great degree. No APARTMENTS have been proposed, much less approved, anywhere in our area.

Sincerely,

Mohammed Islam

FILED IN THE OFFICE OF THE CITY CLERK ON 8/19/11

4205 S TELEPHONE RD – Moore, Oklahoma 73160

KYLIE ACRES LT 5A BLK 1 AKA LTS 5 AND 6 BEG 180' N LT 6 W225' S6' W465' N133.26' E690' S127.26' POB

I N, already have

LETTER 5 – Uplands Addition 2025/Rezoning

Copies of the attached protest letter were received subsequent to the Planning Commission meeting from the following parties:

	Name(s)	Address	Parcel(s)	In	Out
1	Thomas Parker	4109 S. Telephone Rd.	Hidden Lake/Kylie Acres, Moore		X
2	Thomas Parker	4201 S. Telephone Rd.	Lot 4, Block 1	x	
3	Albert Lane	4105 S. Telephone Rd.	Hidden Lake/Kylie Acres, Moore		X
4	Chris Womack	1601 Mark Circle	Lot 5, Block 2, Hidden Lake Section 2	x	
5	Larry Don Fowler	4204 Hidden Lake Circle	Lot 21, Block 1, Hidden Lake, Moore	x	

Douglas J. Koscinski, AICP
City of Norman
Planning and Community Development Department
Manager Current Planning Division
201 West Gray, Bldg. A
P.O. Box 370

Norman, OK 73069 73070

Dear Sir,
I would like to register a protest to the requested Amendment and Rezoning by Halibrooke Development Group One, L.L.C., as stated in Department Notice of Request for the Norman 2025 Land Use and Transportation Plan Amendment and Rezoning, dated April 20, 2011 and further amended in Notice dated May 18, 2011, as sent to limited Marlatt Addition residents within 350 feet of designated property.

As a resident of Hidden Lake, a residential only neighborhood featuring spacious lots for the freedom of country type living, I protest changing our residential status to the south of us (Uplands Development) because of the obvious detriment to the plans and lifestyle we are accustom. New home owners as well as existing owners have invested because of what Hidden Lake has to offer.

We are very concerned about neighborhood character, home value impact, traffic and noise issues. We expected single family dwellings to be built to the south of us, to the Marlatt addition, Carrington Lakes and the Crystal Lakes Development. We have the Talavera addition to the west of us and the Park Glenn addition to the north. Consider this my protest letter to the rezoning of anything but single family dwellings.

Larry Don Fowler
Name

LARRY DON FOWLER
Printed name

Address 4204 Hidden Lake Cir
Moore, OK 73072
73160

Hidden Lake
Sect 2 Lot 21 Block 1 Moore

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/24/11

) N

City of Norman, OK

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

Master

File Number: O-1112-10

File ID:	O-1112-10	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 10	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	08/30/2011
File Name:	Reapportionment O-1111-10			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1112-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-10 upon First Reading by title.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 10

Attachments: O-1112-10 Reapportionment, Exhibit A O-1112-10,
O-1112-10 Reapportionment Annotated,
RCR-1112-1, RCR-1112-1 Map Attachment,
RCR-1112-1 and O-1112-10 statistics, 8-17-11
Public Hearing Minutes, 8-29-11 Minutes

Project Manager: Joyce Green, GIS Services Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Text of Legislative File O-1112-10

Body

BACKGROUND. Article XX, Section 3 of the City Charter requires that the Reapportionment Commission pass and refer to the City Council a resolution equalizing the city's population among the City Council wards subsequent to the issuance of the Federal Decennial Census. The Federal Decennial Census was conducted in 2010 and the data was issued in 2011.

DISCUSSION. The Reapportionment Commission held their annual meeting on July 11, 2011. At that time, they were presented with a report informing them that the difference in population between the largest and smallest ward is 3,860 persons, which is 27.44% of the mean ward population of 14,048. Because the overall range from the mean ward population among the City Council Wards is over 25% and to comply with the requirements of the City Charter, the Commission proposed modifications to the ward boundaries to equalize the number of residents in each ward. The commission presented the plan to the public for comment on August 17, 2011.

The proposed plan reduces the overall range from the mean ward population to 1,025 persons, which is 7.3% of the mean ward population. All wards are modified by the proposal. This proposal could potentially affect ward-specific appointments to the Greenbelt Commission, the Reapportionment Commission, and the Public Safety Sales Tax Citizen Oversight Committee. Therefore, the ordinance implementing the plan provides that existing ward-specific appointees will be allowed to finish their term before the new boundaries will be applied.

The August 17, 2011 public hearing was very lightly attended with only one person offering public comment. On August 29, 2011, the Reapportionment Commission held a regular meeting, at which time the Commissioners voted to forward Resolution No. RCR-1112-1 to the City Council for consideration. In order to adhere to the requirements in Article XX, Section 5 of the City Charter, which mandates the City Council adopt the resolution as an ordinance with such modification as they deem necessary within 30 days of the Commission's referral, Ordinance No. O-1112-10 is presented to the City Council for their action. First Reading will take place September 13, 2011, which will allow a public hearing to be conducted on September 27, 2011, which is within the timeframe mandated by the City Charter.

RECOMMENDATION. By unanimous vote, the Reapportionment Commission recommends that the City's Ward system be reapportioned at this time. The above referenced Ordinance, and attached Ward map (Exhibit A), is submitted for First Reading on September 13, 2011 followed by a Second and Final Reading on September 27, 2011.

O-1112-10

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. The City of Norman is hereby reapportioned into eight (8) wards, one (1) through eight (8) respectively.

§ 2. That Section 2-112 is hereby amended as follows:

Ward One (1) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

> Beginning at the intersection of Alameda Street and 12th Avenue N.E; thence East on Alameda Street to 48th Avenue N.E.; thence South on 48th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence West on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street.

§ 3. That Section 2-113 is hereby amended as follows:

Ward Two (2) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

> Beginning at a the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to 24th Avenue N.W.; thence Southerly on 24th Avenue N.W. to Dakota Street; thence East on Dakota Street to Rosewood Drive; thence South on Rosewood Drive to Iowa Street; thence East on Iowa Street to Sherry Avenue; thence North on Sherry Avenue to Denison Drive; thence East on Denison Drive to Berry Road; thence South on Berry Road to

Imhoff Road; thence East on Imhoff Road to Chautauqua Avenue; thence south on Chautauqua Avenue to the Southern City limits; thence Northwest along the Southern boundary of the City to that point which intersects Interstate Highway 35.

§ 4. That Section 2-114 is hereby amended as follows:

Ward Three (3) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City West of a line beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to the Northern City limits (Indian Hills Road).

§ 5. That Section 2-115 is hereby amended as follows:

Ward Four (4) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Acres Street; thence East on Acres Street to Flood Avenue; thence North on Flood Avenue to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence south on 12th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to the BNSF railroad track; thence northwesterly along the BNSF railroad track to Brooks Street; thence West on Brooks Street to Elm Avenue; thence North on Elm Avenue to Boyd Street; thence West on Boyd Street to Chautauqua Avenue; thence South on Chautauqua Avenue to Imhoff Road; thence West on Imhoff Road to Berry Road.

§ 6. That Section 2-116 is hereby amended as follows:

Ward Five (5) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City East of a line beginning at a point where the South boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence East on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 48th Avenue S.E.; thence North on 48th Avenue S.E.

to Alameda Street; thence West on Alameda Street to 36th Avenue N.E.; thence North on 36th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road).

§ 7. That Section 2-117 is hereby amended as follows:

Ward Six (6) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Rock Creek Road and 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road; thence East on Indian Hills Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Rock Creek Road; thence West on Rock Creek Road to 12th Avenue N.W.

§ 8. That Section 2-118 is hereby amended as follows:

Ward Seven (7) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Boyd Street; thence East on Boyd Street to Elm Avenue; thence South on Elm Avenue to Brooks Street; thence East on Brooks Street to the BNSF railroad tracks; thence Southeast along the BNSF railroad tracks to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence South along 12th Avenue S.E. to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the point of beginning.

§ 9. That Section 2-119 is hereby amended as follows:

Ward Eight (8) shall embrace and be limited to all of the area which is now embraced within the corporate city limits and bounded as follows:

Beginning at the intersection of Robinson Street and 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue, N.W. to the Northern City limits, said point being one-half mile North of Indian Hills Road; thence East along the Northern City limits to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Rock Creek Road; thence East on Rock Creek Road to 12th Avenue N.E.; thence South on 12th Avenue N.E. to Robinson

Street; thence West on Robinson Street to Flood Avenue; thence South on Flood Avenue to Acres Street; thence West on Acres Street to Berry Road; thence North on Berry Road to Denison Drive; thence West on Denison Drive to Sherry Avenue; thence South on Sherry Avenue to Iowa Street; thence West on Iowa Street to Rosewood Drive; thence North on Rosewood Drive to Dakota Street; thence West on Dakota Street to 24th Avenue N.W.; thence Northerly on 24th Avenue N.W. to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.

§ 10. That a map has been drawn reflecting the boundaries set forth in Secs. 2 through 9 herein, and that said map is attached hereto as Exhibit A and made a part hereof.

§ 11. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

§ 12. Existing Committee Appointments. Should this ordinance affect any existing ward-specific appointments, those serving in such capacity shall be allowed to complete service of their current term.

§ 13. Severability. If any section, sub-section, 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:

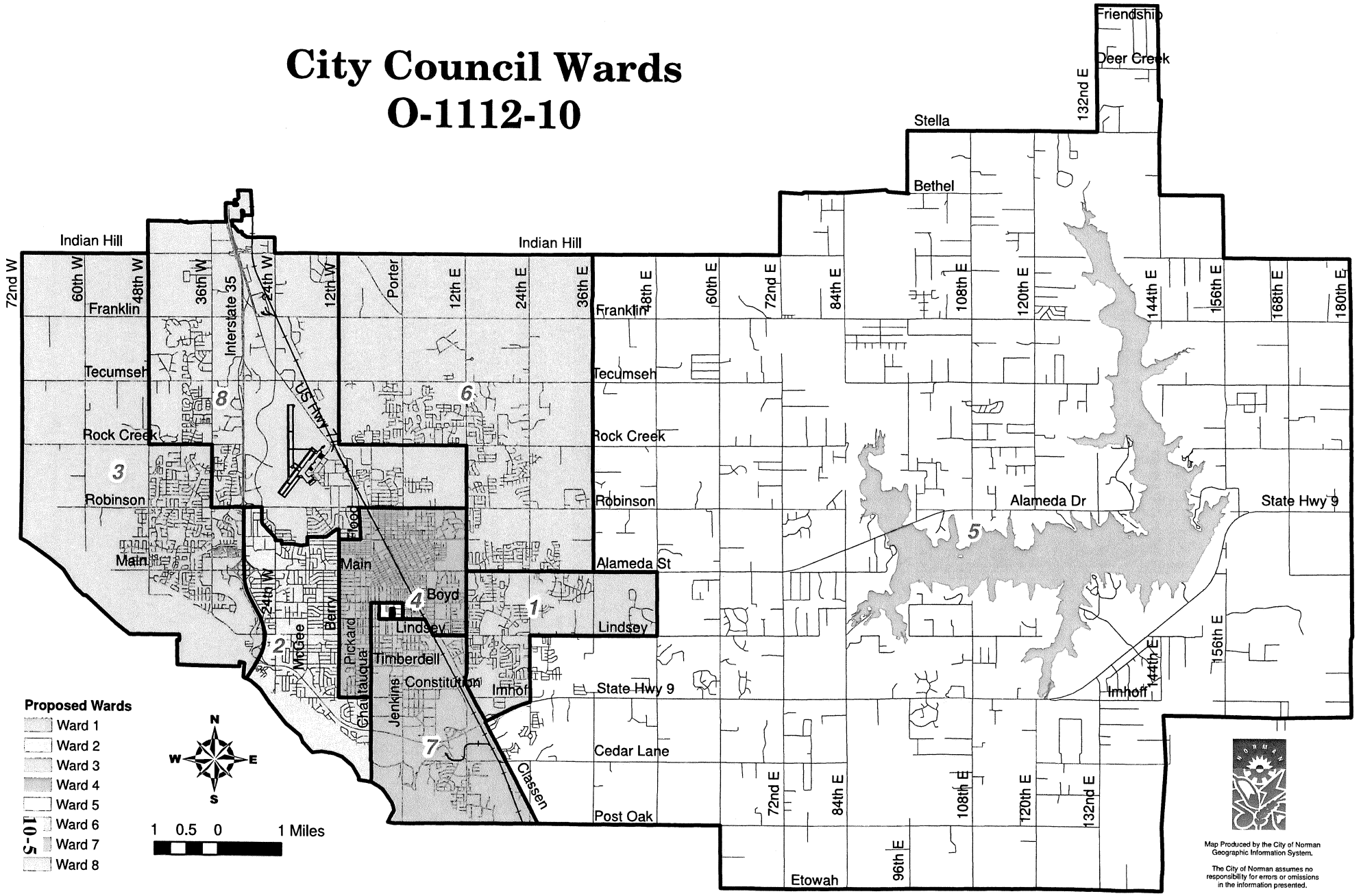
_____
(City Clerk)

NOT ADOPTED this _____day of

_____, 2011.

_____
(Mayor)

City Council Wards
O-1112-10



O-1112-10

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. The City of Norman is hereby reapportioned into eight (8) wards, one (1) through eight (8) respectively.

§ 2. That Section 2-112 is hereby amended as follows:

Ward One (1) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Robinson Street and 24th Avenue, N.E.; thence East on Robinson Street one (1) mile; thence South on 36th Avenue, N.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue, S.E.; thence South on 24th Avenue, S.E. to Imhoff Road; thence East on Imhoff Road to State Highway 9; thence West on State Highway 9 to Classen Boulevard to Lindsey Street; thence East on Lindsey Street to 12th Avenue, S.E.; thence North on 12th Avenue, S.E. to Alameda Street; thence East on Alameda Street to 24th Avenue, N.E.; thence North on 24th Avenue, N.E. to Robinson Street.~~

Beginning at the intersection of Alameda Street and 12th Avenue N.E; thence East on Alameda Street to 48th Avenue N.E.; thence South on 48th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence West on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street.

§ 3. That Section 2-113 is hereby amended as follows:

Ward Two (2) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at a the point where Interstate Highway 35 intersects the southern boundary of the City; thence north on Interstate Highway 35 to Main Street; thence East on Main Street to Berry Road; thence south on Berry Road to Imhoff Road; thence east on Imhoff Road to Chautauqua Avenue; thence south on Chautauqua Avenue to the southern City limits; thence northwest along the southern boundary of the City to that point which intersects Interstate Highway 35.~~

Beginning at a the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to 24th Avenue N.W.; thence Southerly on 24th Avenue N.W. to Dakota Street; thence East on Dakota Street to Rosewood Drive; thence South on Rosewood Drive to Iowa Street; thence East on Iowa Street to Sherry Avenue; thence North on Sherry Avenue to Denison Drive; thence East on Denison Drive to Berry Road; thence South on Berry Road to Imhoff Road; thence East on Imhoff Road to Chautauqua Avenue; thence south on Chautauqua Avenue to the Southern City limits; thence Northwest along the Southern boundary of the City to that point which intersects Interstate Highway 35.

§ 4. That Section 2-114 is hereby amended as follows:

Ward Three (3) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

~~That portion of the City west of a line beginning at a point where the south boundary of the City intersects with Interstate Highway 35; thence north on Interstate Highway 35 to Main Street; thence west on Main Street to 36th Avenue, N.W.; thence north on 36th Avenue, N.W. to Rock Creek Road; thence west on Rock Creek Road to 48th Avenue, N.W.; thence north on 48th Avenue, N.W. to the northern City limits (Indian Hills Road).~~

That portion of the City West of a line beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek

Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to the Northern City limits (Indian Hills Road).

§ 5. That Section 2-115 is hereby amended as follows:

Ward Four (4) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Main Street; thence West on Main Street to Foreman Avenue; thence North on Foreman Avenue to Holiday Drive; thence West on Holiday Drive to Sherry Avenue; thence North on Sherry Avenue to Iowa Street; thence East on Iowa Street to Utah Avenue; thence North on Utah Avenue to Acres Street; thence East on Acres Street to the Burlington Northern and Santa Fe Railroad tracks; Thence North along the Burlington Northern and Santa Fe Railroad tracks to Robinson Street; thence East on Robinson Street to 12th Avenue, N.E.; thence south on 12th Avenue, N.E. to Lindsey Street; thence West on Lindsey Street to Barkley Street; thence North on Barkley Street to Boyd Street; thence West on Boyd Street to Chautauqua Avenue; thence South on Chautauqua Avenue to Imhoff Road; thence West on Imhoff Road to Berry Road.~~

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Acres Street; thence East on Acres Street to Flood Avenue; thence North on Flood Avenue to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence south on 12th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to the BNSF railroad track; thence northwesterly along the BNSF railroad track to Brooks Street; thence West on Brooks Street to Elm Avenue; thence North on Elm Avenue to Boyd Street; thence West on Boyd Street to Chautauqua Avenue; thence South on Chautauqua Avenue to Imhoff Road; thence West on Imhoff Road to Berry Road.

§ 6. That Section 2-116 is hereby amended as follows:

Ward Five (5) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

~~That portion of the City east of a line beginning at a point where the south boundary of the City intersects with the Burlington Northern and Santa Fe Railroad tracks; thence northwest on the railroad tracks to State Highway 9; thence east on State Highway 9 to 24th Avenue, S.E.; thence north on 24th Avenue, S.E. to Lindsey Street; thence east~~

~~on Lindsey Street to 36th Avenue, S.E.; thence north on 36th Avenue. S.E. to Franklin Road; thence east on Franklin Road to 48th Avenue, N.E.; thence north on 48th Avenue, N.E. to the intersection with the northern boundary of the City.~~

That portion of the City East of a line beginning at a point where the South boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence East on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 48th Avenue S.E.; thence North on 48th Avenue S.E. to Alameda Street; thence West on Alameda Street to 36th Avenue N.E.; thence North on 36th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road).

§ 7. That Section 2-117 is hereby amended as follows:

Ward Six (6) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at a point where Robinson Street intersects the Burlington Northern and Santa Fe Railroad tracks; thence Northwest on the Railroad tracks to Rock Creek Road; thence East on Rock Creek Road to 12th Avenue, N.W.; thence North on 12th Avenue, N.W. to Franklin Road; thence East on Franklin Road to 36th Avenue, N.E.; thence South on 36th Avenue, N.E. to Robinson Street; thence West on Robinson Street to 24th Avenue, N.E.; thence South on 24th Avenue, N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue, N.E.; thence North on 12th Avenue, N.E. to Robinson Street; thence West on Robinson Street to its intersection with the Burlington Northern and Santa Fe Railroad tracks.~~

Beginning at the intersection of Rock Creek Road and 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road; thence East on Indian Hills Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Rock Creek Road; thence West on Rock Creek Road to 12th Avenue N.W.

§ 8. That Section 2-118 is hereby amended as follows:

Ward Seven (7) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Chautauqua Avenue and the southern City limits; thence north on Chautauqua Avenue to Boyd Street; thence east on Boyd Street to Barkley Street; thence south on Barkley Street to Lindsey Street; thence west on Lindsey Street to Classen Boulevard; thence southeast on Classen Boulevard to State Highway 9; thence west on State Highway 9 to the Burlington Northern and Santa Fe Railroad tracks; thence southeast on the Burlington Northern and Santa Fe Railroad tracks to the southern City limits (Post Oak Road); thence west on Post Oak Road to the point of beginning.~~

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Boyd Street; thence East on Boyd Street to Elm Avenue; thence South on Elm Avenue to Brooks Street; thence East on Brooks Street to the BNSF railroad tracks; thence Southeast along the BNSF railroad tracks to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence South along 12th Avenue S.E. to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the point of beginning.

§ 9. That Section 2-119 is hereby amended as follows:

Ward Eight (8) shall embrace and be limited to all of the area which is now embraced within the corporate city limits and bounded as follows:

~~Beginning at the intersection of Main Street and 36th Avenue, N.W.; thence north on 36th Avenue, N.W. to Rock Creek Road; thence west on Rock Creek Road to 48th Avenue, N.W.; thence north on 48th Avenue, N.W. to the northern City limits, said point being one half (1/2) mile north of Indian Hills Road; thence east along the northern City limits to 48th Avenue, N.E.; thence south on 48th Avenue, N.E. to Franklin Road; thence west on Franklin Road to 12th Avenue, N.W.; thence south on 12th Avenue, N.W. to Rock Creek Road; thence west on Rock Creek Road to the Burlington Northern and Santa Fe Railroad tracks; thence southeast on the railroad tracks to Acres Street; thence west on Acres Street to Utah Avenue; thence south on Utah Avenue to Iowa Street; thence west on Iowa Street to Sherry Avenue; thence south on Sherry Avenue to Holiday Drive; thence east on Holiday Drive to Foreman Avenue; thence south on Foreman Avenue to Main Street; thence west on Main Street to 36th Avenue, N.W.~~

Beginning at the intersection of Robinson Street and 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North

on 48th Avenue, N.W. to the Northern City limits, said point being one-half mile North of Indian Hills Road; thence East along the Northern City limits to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Rock Creek Road; thence East on Rock Creek Road to 12th Avenue N.E.; thence South on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Flood Avenue; thence South on Flood Avenue to Acres Street; thence West on Acres Street to Berry Road; thence North on Berry Road to Denison Drive; thence West on Denison Drive to Sherry Avenue; thence South on Sherry Avenue to Iowa Street; thence West on Iowa Street to Rosewood Drive; thence North on Rosewood Drive to Dakota Street; thence West on Dakota Street to 24th Avenue N.W.; thence Northerly on 24th Avenue N.W. to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.

§ 10. That a map has been drawn reflecting the boundaries set forth in Secs. 2 through 9 herein, and that said map is attached hereto as Exhibit A and made a part hereof.

§ 11. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

§ 12. Existing Committee Appointments. Should this ordinance affect any existing ward-specific appointments, those serving in such capacity shall be allowed to complete service of their current term.

§ 13. Severability. If any section, sub-section, 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)

Resolution

RCR-1112-1

A RESOLUTION OF THE REAPPORTIONMENT COMMISSION OF THE CITY OF NORMAN, OKLAHOMA, RECOMMENDING THE READJUSTMENT OF THE WARDS AND THEIR BOUNDARIES.

§ 1. WHEREAS, the Reapportionment Commission of the City of Norman has met and recommended that the wards and their boundaries be formed so as to equalize as nearly as practicable the population of the several wards, to conform with the requirements of the Charter; and

§ 2. WHEREAS, a public hearing was held by the Reapportionment Commission on August 17, 2011 at the Norman Municipal Building for the purpose of eliciting public discussion on the proposed boundaries.

NOW, THEREFORE, BE IT RESOLVED BY THE REAPPORTIONMENT COMMISSION OF THE CITY OF NORMAN, OKLAHOMA:

§ 3. That the City of Norman be reapportioned into eight (8) wards, one (1) through (8) respectively. The boundary lines are hereby described as follows and attached hereto is a map which is made a part of this resolution showing the wards and their boundaries.

§ 4. Ward One (1) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Alameda Street and 12th Avenue N.E; thence East on Alameda Street to 48th Avenue N.E.; thence South on 48th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence West on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street.

§ 5. Ward Two (2) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at a the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to 24th Avenue N.W.; thence Southerly on 24th Avenue N.W. to Dakota Street; thence East on Dakota Street to Rosewood Drive; thence South on Rosewood Drive to Iowa Street; thence East on

RECREATION EDUCATION THE CITY OF NORMAN OKLAHOMA LAKE THUNDERBIRD RESEARCH HEALTH INDUSTRY

Iowa Street to Sherry Avenue; thence North on Sherry Avenue to Denison Drive; thence East on Denison Drive to Berry Road; thence South on Berry Road to Imhoff Road; thence East on Imhoff Road to Chautauqua Avenue; thence south on Chautauqua Avenue to the Southern City limits; thence Northwest along the Southern boundary of the City to that point which intersects Interstate Highway 35.

§ 6. Ward Three (3) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City West of a line beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to the Northern City limits (Indian Hills Road).

§ 7. Ward Four (4) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Acres Street; thence East on Acres Street to Flood Avenue; thence North on Flood Avenue to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence south on 12th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to the BNSF railroad track; thence northwesterly along the BNSF railroad track to Brooks Street; thence West on Brooks Street to Elm Avenue; thence North on Elm Avenue to Boyd Street; thence West on Boyd Street to Chautauqua Avenue; thence South on Chautauqua Avenue to Imhoff Road; thence West on Imhoff Road to Berry Road.

§ 8. Ward Five (5) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City East of a line beginning at a point where the South boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence East on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 48th Avenue S.E.; thence North on 48th Avenue S.E. to Alameda Street; thence West on Alameda Street to 36th Avenue N.E.; thence North on 36th Avenue N.E. to the

intersection with the Northern boundary of the City (Indian Hills Road).

§ 9. Ward Six (6) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Rock Creek Road and 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road; thence East on Indian Hills Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Rock Creek Road; thence West on Rock Creek Road to 12th Avenue N.W.

§ 10. Ward Seven (7) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Boyd Street; thence East on Boyd Street to Elm Avenue; thence South on Elm Avenue to Brooks Street; thence East on Brooks Street to the BNSF railroad tracks; thence Southeast along the BNSF railroad tracks to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence South along 12th Avenue S.E. to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the point of beginning.

§ 11. Ward Eight (8) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Robinson Street and 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue, N.W. to the Northern City limits, said point being one-half mile North of Indian Hills Road; thence East along the Northern City limits to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Rock Creek Road; thence East on Rock Creek Road to 12th Avenue N.E.; thence South on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Flood Avenue; thence South on Flood Avenue to Acres Street; thence West on Acres Street to Berry Road; thence North on Berry Road to Denison Drive; thence West on Denison Drive to Sherry Avenue; thence South on Sherry Avenue to Iowa Street; thence West on Iowa Street to Rosewood Drive; thence North on Rosewood Drive to Dakota Street; thence West on Dakota Street to

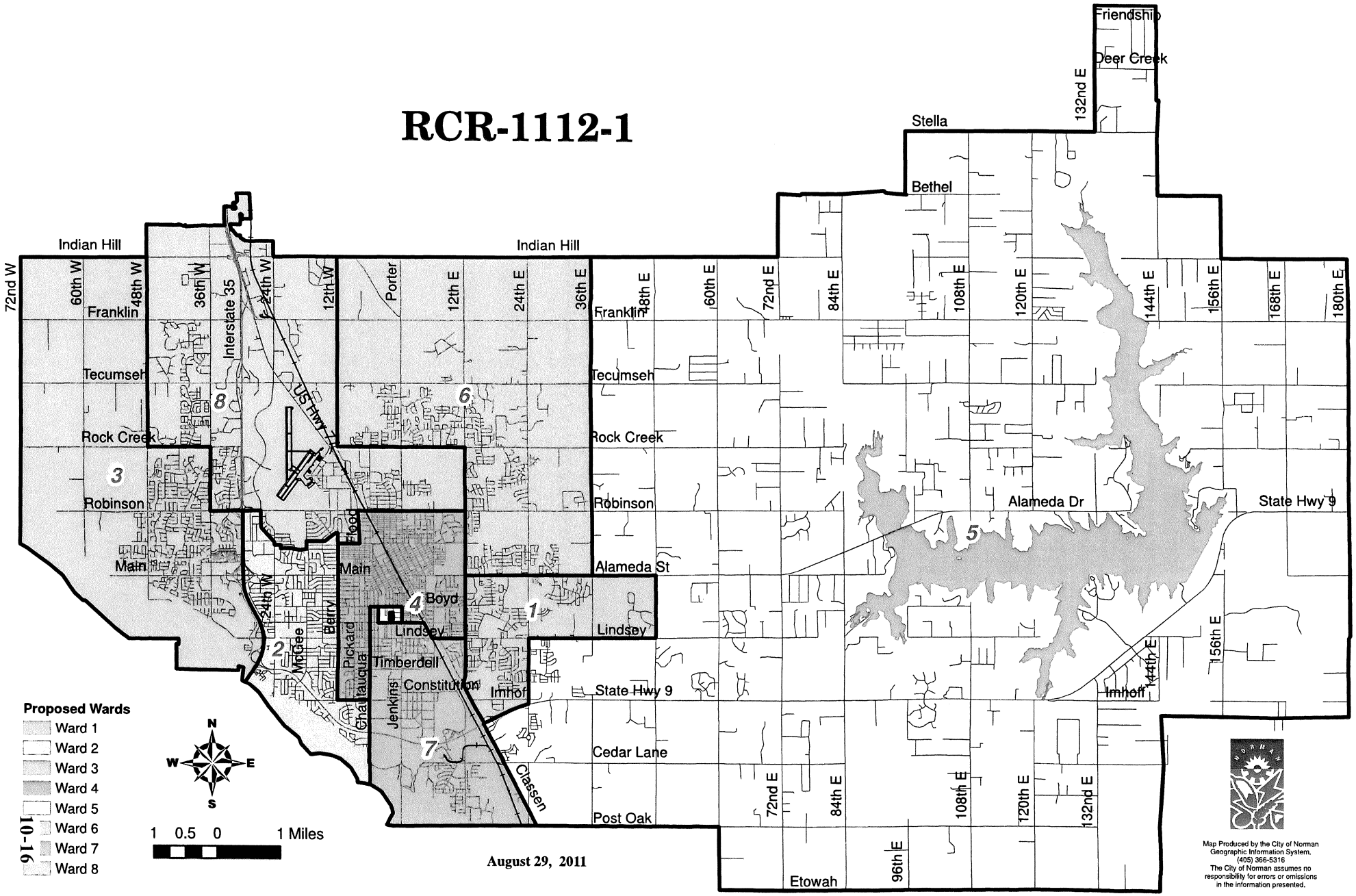
24th Avenue N.W.; thence Northerly on 24th Avenue N.W. to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.

§ 12. That a map has been drawn reflecting the boundaries set forth in Sections 4 through 11 herein, and that said map is attached hereto and made a part hereof.

PASSED AND ADOPTED this 29th day of August, 2011.

Chairman, Norman Reapportionment Commission

RCR-1112-1



10-16

Proposed Wards - RCR-1112-1 and 0-1112-10									
Ward	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***Total***
Population on December 31, 2010	**13,765**	**14,288**	**14,093**	**14,523**	**14,425**	**14,082**	**13,498**	**13,710**	**112,384**
Deviation from Mean	-283	240	45	475	377	34	-550	-338	
Percent Deviation from Mean	**-2.01%**	**1.71%**	**0.32%**	**3.38%**	**2.68%**	**0.24%**	**-3.92%**	**-2.41%**	
Mean Ward Population : 14,048					**Total range from mean as percentage:**				**7.30%**
Ward	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**Total**
Census 2010 Population (April 1, 2010)	**13,730**	**14,288**	**14,066**	**14,499**	**13,540**	**13,727**	**13,454**	**13,621**	**110,925**
Deviation from Mean	-136	422	200	633	-326	-139	-412	-245	
Percent Deviation from Mean	**-0.98%**	**3.04%**	**1.44%**	**4.57%**	**-2.35%**	**-1.00%**	**-2.97%**	**-1.77%**	
Mean Ward Population : 13,866					**Total range from mean as percentage:**				**7.54%**

NORMAN REAPPORTIONMENT COMMISSION MINUTES

August 17, 2011

The Reapportionment Commission of the City of Norman, Cleveland County, State of Oklahoma met in the City Council Chambers of the Norman Municipal Building at 201 West Gray Street on Wednesday, August 17, 2011, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at least 24 hours prior to the beginning of the meeting.

Item No. 1, being:
CALL TO ORDER
Chair Cheryl Clayton called the meeting to order at 6:30 p.m.

* * *

Item No. 2, being:
ROLL CALL

MEMBERS PRESENT	David Morgan James Sheffield Phoebe Schmitz Jonathan Leavey Lea Greenleaf Ted Metscher Chadwick Cox Cheryl Clayton Karl Jahnke
MEMBERS ABSENT	None

A quorum was present.

CITY STAFF PRESENT	Doug Koscinski, Manager of Current Planning Joyce Green, GIS Services Manager Wayne Stenis, Planner II Roné Tromble, Administrative Technician

* * *

Item No. 3, being:
PRESENTATION OF THE PROPOSED REDISTRICTING PLAN
Chair Clayton announced that every ten years, when the census comes out, the Reapportionment Commission is required to adjust the ward boundaries so that they are as equal as possible in population. The goal, by Charter, is to form compact, contiguous territory with boundaries drawn to reflect and respond to communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible. She went through the PowerPoint presentation. The first slide showed the proposed ward boundaries. The next slide showed the ward population and the deviation from the mean with the current ward boundaries and with the proposed boundaries; the current deviation is 27.44% and the proposed boundaries would result in a deviation of 7.3%. The next slide was a map of the existing wards. The following eight slides illustrated the changes to each ward, with areas added and subtracted from each.

* * *

Item No. 4, being:
CALL FOR A PUBLIC HEARING REGARDING PROPOSED REDISTRICTING OF CITY WARDS

Lea Greenleaf moved to hold a public hearing on the proposed redistricting of City Wards. Ted Metscher seconded the motion. There being no discussion or objection, the motion passed by a unanimous vote.

* * *

Item No. 5, being:
PUBLIC HEARING ON THE PROPOSED REDISTRICTING PLAN

1. Leonard Youngblood – I live in Ward 8. I missed the opening. What is the onus for this? Now, is this something that you're going to forge this ahead, because, if so, I have other things to do, or is this something that you really will consider?

Ms. Clayton explained that the Commission is a recommending body and makes a recommendation to the City Council. After this public hearing, the Commission will meet again to consider comments that were received at this hearing.

Mr. Youngblood – My biggest concern is that area that is just south of Robinson and 36th down to the mall area. You're removing it from Ward 8 and giving it to 3. You're basically putting that section, which is very well-matched economically with the rest of the ward, with basically the Brookhaven Bunch. I think that is a disconnection. The folks that live there don't really match up well with the people across the street. It's my recommendation you leave that part alone. That's the mall area. I would really like for that one to stay. If you want to move this other stuff around, I suppose. But that one I really think it would not serve that Precinct 71 well to move it to 3.

Mr. Sheffield asked Mr. Youngblood to explain his reasoning.

Mr. Youngblood – I have no problem explaining it. How many of you all live in Ward 8? It is my opinion that the lifestyle of that particular area matches well to the rest of the ward. That area, I think, fits very well with the economic match of families there in that area. If you put that into 3, you basically bunch them into the Brookhaven Bunch and I don't really think that they spend a lot of time with each other. I ran for City Council a year ago and I went into that area and this is something I discussed about this. The size of the homes and the value of the homes match much better to the Dove Crossing area than it would the town homes across the street.

Mr. Greenleaf commented that each of the members of the Commission represents one of the wards. He asked if Mr. Youngblood feels that the representation of the Council member would not serve the interests of this area.

Mr. Youngblood – We have no representation. I live in Precinct 76. I've been there for 27 years. I think that is a very critical area for Ward 8.

Chair Clayton asked if anyone else wanted to address the Commission. There was no indication from anyone in the audience that they wished to speak.

Lea Greenleaf moved to close the public hearing. Chadwick Cox seconded the motion. There being no discussion or objection, the motion passed by a unanimous vote.

* * *

Chair Clayton announced that the next meeting of the Reapportionment Commission will be on Monday, August 29, 2011 at 6:00 p.m. in the South Conference Room of Building A to consider the comments from this public hearing.

Item No. 6, being:
ADJOURNMENT.
There being no further discussion and no objection, the meeting adjourned at 6:48 p.m.

Passed and approved this 29 day of August, 2011.

Norman Reapportionment Commission

NORMAN REAPPORTIONMENT COMMISSION MINUTES

August 29, 2011

The Reapportionment Commission of the City of Norman, Cleveland County, State of Oklahoma met in the South Conference Room of the Norman Municipal Building at 201-A West Gray Street on Monday, August 29, 2011, at 6:00 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting.

Item No. 1, being:
CALL TO ORDER

Chair Cheryl Clayton called the meeting to order at 6:00 p.m.

* * *

Item No. 2, being:
ROLL CALL

MEMBERS PRESENT	David Morgan James Sheffield Phoebe Schmitz Jonathan Leavey Lea Greenleaf Ted Metscher Chadwick Cox Cheryl Clayton Karl Jahnke (arrived at 6:08 p.m.)
MEMBERS ABSENT	None

A quorum was present.

CITY STAFF PRESENT	Doug Koscinski, Manager of Current Planning Joyce Green, GIS Services Manager Wayne Stenis, Planner II Roné Tromble, Administrative Technician

* * *

Item No. 3, being:
APPROVAL OF THE MINUTES OF THE JULY 28, 2011 MEETING AND THE AUGUST 17, 2011 PUBLIC HEARING

Lea Greenleaf moved to approve the minutes of the July 28, 2011 Meeting and the August 17, 2011 Public Hearing, as submitted. Ted Metscher seconded the motion. There being no further discussion, the motion was adopted by a unanimous vote.

* * *

Item No. 4, being:
DISCUSSION OF THE PUBLIC HEARING TESTIMONY

ITEMS SUBMITTED FOR THE RECORD
1. Ward Populations/Deviations Moving Precinct 71 from Ward 3 to Ward 8

STAFF REPORT
1. Mr. Koscinski reported that Ms. Green prepared the result of what would happen if the Commission followed the one comment from the public hearing. It would make the percentage range 17.30% rather than 7.3% as it would be with the current proposed configuration.

DISCUSSION BY THE COMMISSION
1. Mr. Leavey commented that he visited with several folks in Precinct 71 and they didn't seem to have any problem with the change. They thought they would have as good of representation between the two Council members as they currently have. When I was Councilman I never really understood why Precinct 71 wasn't a part of Ward 3.

2. Mr. Greenleaf commented that Mr. Youngblood's suggestion was to move Precinct 71, but he later stated that he lives in Precinct 76. He said that they have no representation. Making the suggested change won't affect his representation. I wanted to take a look at it, because Mr. Youngblood did come and state his case. At the same time, his statements were contradictory.

3. Mr. Sheffield said he did a windshield tour of Precinct 71. The northern part of the precinct is more like Precinct 76 in appearance, but the southern half is not like Precinct 76. No one in Precinct 71 has made a case for moving them. He prefers to stay with the current proposal.

4. Ms. Clayton indicated her agreement with those statements. We have a good proposal and it doesn't make sense to change it with only one person making that recommendation.

5. Mr. Metscher commented that Precinct 19 is torn up by the current plan. Mr. Greenleaf also looked at Precinct 19. He wondered whether the Election Board might

do something different with that precinct. Mr. Koscinski explained that it is an awkward line that was chosen somewhat arbitrarily to make the numbers work. Staff thought that, because Ward 2 doesn't have growth potential, it will eventually need more people and could move up to Robinson, and reunify Precinct 19 in the next few years. Mr. Greenleaf commented that, looking at the plats that have been approved, Ward 3 has potential to grow. Mr. Koscinski added that the only other option to increase the population of Ward 2 was to expand it west of I-35 or east into Ward 4.

6. Mr. Cox commented that he felt Mr. Youngblood's comments were political in nature. He said that he had run for Council. He didn't like the representation he has; it wasn't that he doesn't have it.

7. Mr. Metscher said he noticed Mr. Spaulding had spoken with Ms. Clayton after the public hearing and wondered if he expressed a problem with the plan. Ms. Clayton indicated he did not.

Jonathan Leavey moved to adopt Resolution No. RCR-1112-1. Phoebe Schmitz seconded the motion.

8. Mr. Greenleaf was concerned that Section 1 of the Resolution speaks about "communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible." That language is in the Charter, but we looked at numbers strictly. The reason I am bringing this up is I'm wondering if Council needs to amend the language of the Charter. With that language in there, someone could claim some type of profiling one way or another. The way we have done it is strictly based on the number of residents, and that is the most fair way it can be done.

Mr. Jahnke asked about the wording of the Charter. Mr. Koscinski quoted the Charter language: "Wards shall be formed so as to equalize, as nearly as practicable, the population of the several wards." That is the first criterion. "In addition, each ward shall be formed of compact, contiguous territory with boundaries drawn to reflect and respond to communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible." That's the secondary group of criteria.

Mr. Jahnke said he was thinking about Mr. Youngblood's concerns about the composition of the neighborhood and that Precinct 71 is different than Ward 3. That is probably true with the value of homes on the two sides of the street, but the same is probably true within that precinct. So it is dissimilar within itself. So what is practical and reasonable enough to overrule the lowest number, which is the first consideration?

9. Ms. Clayton commented that in the past the Commission has had some pretty heated discussion over communities of common interest. The language could be changed to say: "in accordance with the requirements of the Charter." She spoke with a gentleman after the public hearing who said reapportionment should be done strictly on a population basis.

Lea Greenleaf moved to adopt Resolution No. RCR-1112-1, and amend Section 1 to read: "WHEREAS, the Reapportionment Commission of the City of Norman has met and

recommended that the wards and their boundaries be formed so as to equalize as nearly as practicable the population of the several wards, to conform with the requirements of the Charter;". Ted Metscher seconded the motion. There being no further discussion, the motion was adopted by a unanimous vote.

* * *

Item No. 5, being:
MISCELLANEOUS DISCUSSION.
1. Ms. Clayton asked about the future schedule. Ms. Tromble indicated that this will be scheduled for first reading at the Council meeting of September 13, with a public hearing on September 27, 2011. Ms. Clayton requested that staff notify the Commission with the actual dates for subsequent meetings.

* * *

Item No. 6, being:
ADJOURNMENT.
There being no further discussion and no objection, the meeting adjourned at 6:17 p.m.

Passed and approved this _____ day of _____, 2012.

_____
Norman Reapportionment Commission

City of Norman, OK

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

Master

File Number: O-1112-14

File ID:	O-1112-14	**Type:**	Ordinance	**Status:**	ATS Paused
Version:	1	**Reference:**	Item No. 11	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	09/06/2011
File Name:	O-1112-14 CNG			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1112-14 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING ARTICLE V. COMPRESSED NATURAL GAS, SECTION 2-501 TO CHAPTER 2, OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR THE PRICING OF COMPRESSED NATURAL GAS OFFERED TO OTHER GOVERNMENTAL ENTITIES AND THE GENERAL PUBLIC; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-14 upon First Reading by Title.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 11

Attachments: O-1112-14 CNG, O-1112-14 CNG Annotated

Project Manager: Leah Messner, Assistant City Attorney

Entered by: jayme.rowe@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-1112-14

Body

BACKGROUND: In March 2010, the Association of Central Oklahoma Governments (ACOG) notified the City of Norman that its application for funding under the 2010 ACOG Public Fleet Conversion Grant Program had been approved in the amount of $200,000. The grant is to be used for the installation of Phase 1 of the City's first compressed natural gas (CNG) fueling station at the City of Norman North Base facility. Phase 1 involves the "slow-fill" element of the station.

In July, 2010, the Oklahoma Department of Commerce (ODOC) notified the City of Norman that its application for financial assistance under the State Energy Program (SEP) of the American Recovery and Reinvestment Act (ARRA) had been approved in the amount of $945,000. The grant is to be used for the installation of Phase 2 of the City's first compressed natural gas (CNG) fueling station. Phase 2 involves the "fast-fill" element of the station.

On Monday, August 15, 2011, construction began on the City's first Compressed Natural Gas Fueling Facility located at 2351 Goddard Avenue adjacent to the City's North Base facility. The prime contractor for the project is Nationwide Construction Group of Chesterfield, Michigan. The total cost of the project is approximately $1.65 million. Funding is provided by the Association of Central Oklahoma Governments (ACOG) in the amount of $200,000 and stimulus funding from the American Recovery and Reinvestment Act (ARRA) in the amount of $945,000. The City's share of the project cost is estimated to be 32% or $530,600 of the total cost. Five year projections show a fuel savings to the City of Norman fleet of $850,000 to $1,285,000 depending on the volatility of the fuel market. Completion of the facility is expected in October, 2011.

DISCUSSION: Norman seeks to contribute to a reduction of the dependency on foreign oil while providing for a cleaner environment and a "greener" Norman. In addition, it is the hope that this project will act as a catalyst among other fleets across the United States to adopt natural gas engines to cut foreign imports to zero and reduce emissions dramatically over conventional petroleum vehicles. In addition, it is also the hope this project successfully showcases a program that will encourage every home owner to want to switch to natural gas cars themselves. It will be a win/win situation for both our City and citizens that we reduce our dependency on oil and at the same time reduce our fuel costs in the long run.

This CNG Fueling Facility will serve the City's compressed natural gas fleet, and, because of excess capacity available at the new station, is available for use by other governmental entities, including potentially the University of Oklahoma, the Norman Public Schools, and the Cleveland County Board of Commissioners, as well as being available to the general public. The station is designed to allow twenty-four Norman fleet vehicles to fuel at one time overnight. The public fast fill station will make available one million gallons per year with an 80% availability to the public beyond our city fleet. In order to offer compressed natural gas

to other public and private entities and the general public, a price per gallon must be established in order to cover the City of Norman's cost of providing the compressed natural gas as well as the costs of operating and maintaining the station.

The Oklahoma Legislature, in 74 O.S. § 78f, has declared that it is in the "public interest to promote public access to compressed natural gas fueling stations in the state." In addition, the Legislature intends to increase the number of public access compressed natural gas fueling stations along the Oklahoma interstate highway system and has set a goal of having at least one public compressed natural gas fueling station located every one hundred miles along the interstate system by 2015 and one public compressed natural gas fueling station located every fifty miles along the interstate system by 2025. *Id.* Establishing a station in Norman that is open to the general public fits in with these statewide goals. The station will also be the first public compressed natural gas fueling station in the south Oklahoma City metro area.

The proposed ordinance, to be located within Chapter 2 of the City of Norman Code of Ordinances, establishes a pricing method for sales of compressed natural gas to other governmental entities and the general public. The proposed new standards will allow the City Manager, in consultation with the City of Norman Public Works Department and the City of Norman Finance Director, to establish a price per gallon. The City Manager shall also consider, among others, the following factors: market conditions, ongoing and future operational and maintenance needs, and the cost to the City of Norman in acquiring the compressed natural gas. The City Manager, under the proposed language, may also adjust the price per gallon daily, weekly, monthly, or quarterly, as necessary to satisfy the factors listed above. This proposed ordinance allows for prompt price adjustments necessary to compensate for unexpected operation and maintenance needs as well as market fluctuations in the cost of compressed natural gas.

RECOMMENDATION: Based upon the above and foregoing discussion, it is the staff recommendation that Ordinance O-1112-14 be adopted.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING ARTICLE V. COMPRESSED NATURAL GAS, SECTION 2-501 TO CHAPTER 2 TO THE CODE OF THE CITY OF NORMAN PROVIDING FOR THE PRICING OF COMPRESSED NATURAL GAS OFFERED TO OTHER GOVERNMENTAL ENTITIES AND THE GENERAL PUBLIC; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Article V. Compressed Natural Gas, Section 2-501 of Chapter 2 of the Code of the City of Norman shall be added to read as follows:

ARTICLE V. COMPRESSED NATURAL GAS

Sec. 2-501. Compressed Natural Gas Pricing.

(a) Use of CNG Fueling Station. The City of Norman owns and operates a Compressed Natural Gas fueling station at 2351 Goddard Avenue primarily for fueling of City vehicles, but that also can be available as a regional fueling station for the University of Oklahoma, for natural gas powered vehicles operated by other governmental entities, and for natural gas powered vehicles owned and operated by members of the general public. It is recognized that costs of operating and maintaining the Compressed Natural Gas fueling station should be incorporated into the pricing structure when making the facility available for use by other governmental entities or by the general public.

(b) Standards for Pricing. Compressed Natural Gas may be offered for sale to other governmental entities and to the general public at a price per gallon established by the City Manager in consultation with the City of Norman Public Works Department and the City of Norman Finance Director. In establishing the price per gallon, the City Manager shall consider, among others, the following factors: market conditions, ongoing and future operational and maintenance needs at the station, and the cost to the City of Norman in acquiring the compressed natural gas. The City Manager may adjust the price per gallon daily, weekly, monthly, or quarterly, as necessary to satisfy the above factors.

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

ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING ARTICLE V. COMPRESSED NATURAL GAS, SECTION 2-501 TO CHAPTER 2 TO THE CODE OF THE CITY OF NORMAN PROVIDING FOR THE PRICING OF COMPRESSED NATURAL GAS OFFERED TO OTHER GOVERNMENTAL ENTITIES AND THE GENERAL PUBLIC; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Article V. Compressed Natural Gas, Section 2-501 of Chapter 2 of the Code of the City of Norman shall be added to read as follows:

ARTICLE V. COMPRESSED NATURAL GAS

Sec. 2-501. Compressed Natural Gas Pricing.

(a) Use of CNG Fueling Station. The City of Norman owns and operates a Compressed Natural Gas fueling station at 2351 Goddard Avenue primarily for fueling of City vehicles, but that also can be available as a regional fueling station for the University of Oklahoma, for natural gas powered vehicles operated by other governmental entities, and for natural gas powered vehicles owned and operated by members of the general public. It is recognized that costs of operating and maintaining the Compressed Natural Gas fueling station should be incorporated into the pricing structure when making the facility available for use by other governmental entities or by the general public.

(b) Standards for Pricing. Compressed Natural Gas may be offered for sale to other governmental entities and to the general public at a price per gallon established by the City Manager in consultation with the City of Norman Public Works Department and the City of Norman Finance Director. In establishing the price per gallon, the City Manager shall consider, among others, the following factors: market conditions, ongoing and future operational and maintenance needs at the station, and the cost to the City of Norman in acquiring the compressed natural gas. The City Manager may adjust the price per gallon daily, weekly, monthly, or quarterly, as necessary to satisfy the above factors.

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

ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

NOT ADOPTED this _____ day

of _____, 2011.

_____

Cindy Rosenthal, Mayor

ATTEST:

_____

Brenda Hall, City Clerk

City of Norman, OK

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

Master

File Number: AP-1112-7

File ID:	AP-1112-7	**Type:**	Appointment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 12	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	08/30/2011
File Name:	Appointments			**Final Action:**	

Title: CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

ANIMAL WELFARE OVERSIGHT COMMITTEE
JAYNE CRUMPLEY, 423 ELM AVENUE

BICYCLE ADVISORY COMMITTEE
TERM: 09-13-11 TO 02-13-15: THOMAS WOODFIN, 232 NESS DRIVE

ENFORCEMENT AUTHORITY
TERM: 09-13-11 TO 09-01-13: ELIZABETH WINDES, 1862 ROLLING HILLS
TERM: 09-01-11 TO 09-01-14: RICHARD HILBERT 529 GARLAND COURT
TERM: 09-01-11 TO 09-01-14: NINA FLANNERY, 428 ELM AVENUE

ENVIRONMENTAL CONTROL ADVISORY BOARD
TERM: 09-13-11 TO 10-27-12: DARREN ALEXANDER, 1132 SPARROW HAWK
DRIVE
TERM 09-13-11 TO 10-27-13: LINDA GOERINGER, 824 S. FLOOD AVENUE
TERM: 09-13-11 TO 10-27-14: AMANDA NAIRN, 1629 WILDERNESS DRIVE

GREENBELT COMMISSION
TERM: 07-13-11 TO 07-13-14: MARY PETERS, 1126 LOIS STREET
TERM: 09-13-11 TO 07-13-14: MARK KRITTENBRINK, 423 W. EUFAULA ST.

HISTORIC DISTRICT COMMISSION
TERM: 09-13-11 TO 10-26-12: DAVID JOHN, 410 SOUTH PETERS AVENUE
TERM: 10-26-11 TO 10-26-14: RUSSELL KAPLAN, 4503 CHUKKAR COURT
TERM: 10-26-11 TO 10-26-14: RANGAR CLINE, 620 MILLER AVENUE
TERM: 10-26-11 TO 10-26-14: ANAIS STARR, 1230 WEST BROOKS STREET

NORMAN REGIONAL HOSPITAL AUTHORITY
TERM: 10-31-11 TO 10-31-14: MARYANNE MALETZ, 705 WESTRIDGE

TER.
TERM: 10-31-11 TO 10-31-14: RUSS MCREYNOLDS, #5 MOCKINGBIRD COURT
TERM: 10-31-11 TO 10-31-14: ROBIN WEINS CAMPBELL, 3805 CHAMBERLYNE WAY

PUBLIC ARTS BOARD
TERM: 10-23-11 TO 10-23-14: JANA MORING, 429 WEST COMANCHE STREET

SOCIAL AND VOLUNTARY SERVICES
TERM: 09-13-11 TO 12-09-13: BASHA HARTLEY, 6351 CORKY DRIVE

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Jayne Crumpley will be added to the Animal Welfare Oversight Committee; Thomas Woodfin will fill the unexpired term of Neil Suneson who has resigned; Elizabeth Windes will fill the unexpired term of Dorinda Harvey who has resigned; Darren Alexander will fill the unexpired term of Amanda Rook who has resigned; Linda Goeringer will fill the unexpired vacancy left by Asia Scudder who has resigned; Kathryn Nairn will fill the unexpired vacancy left by Neil Suneson who has resigned; Mark Krittenbrink will fill the unexpired vacancy left by Van Cline who has resigned; David John will fill the unexpired vacancy left by Tara Little who is no longer eligible to serve; Russell Kaplan will replace Jayne Crumply; Basha Hartley will fill the unexpired term of Mark Pelfrey who has resigned; and Richard Hilbert, Nina Flannery, Mary Peters, Rangar Cline, Anais Starr, Maryanne Maletz, Russ McReynolds, Robin Weins Campbell, and Jana Moring are reappointments.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 12

Attachments:

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov **Effective Date:**

History of Legislative File

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

City of Norman, OK

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

Master

File Number: RPT-1112-4

File ID:	RPT-1112-4	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 13	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	08/04/2011
File Name:	Wastewater Oversight Committee Annual Report			**Final Action:**	

Title: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE WASTEWATER OVERSIGHT COMMITTEE ANNUAL REPORT AS OF JUNE 30, 2011.

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

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 13

Attachments: Wastewater Annual Report, Citizen's Committee Minutes 7-19-11

Project Manager: Susanne Krohmer, Budget Manager

Entered by: suzanne.krohmer@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 RPT-1112-4

Body

BACKGROUND: On November 13, 2001, the City Council and the Norman Utilities Authority (Council, NUA) approved Resolution No. R-0102-55, establishing a Citizen's Oversight Committee. The purpose of this "Wastewater Oversight Committee" is to insure that "the voter-approved sales tax, excise tax and maintenance fee are spent in accordance with the ordinances approved in the August 14, 2001 election." The makeup of the Committee was amended by Resolution No. R-0102-55 to establish a Chair elected by the membership of the Committee. The enabling resolutions direct the Committee to prepare an annual report for the Council/NUA and the public to discuss the expenditure of the funds authorized by the August, 2001 wastewater referenda over the previous fiscal year.

DISCUSSION: The Wastewater Oversight Committee met periodically throughout fiscal year 2010-2011 (FYE 11) and reviewed the Council/NUA actions related to the expenditure of the authorized funds. The FYE 11 Annual Report focuses on the progress of projects in the City's Wastewater Master Plan.

RECOMMENDATION: It is recommended that the Council/NUA accept the Wastewater Oversight Committee's Annual Report for fiscal year 2010-2011.

THE CITY OF NORMAN
WASTEWATER OVERSIGHT COMMITTEE
ANNUAL REPORT, AS OF JUNE 30, 2011

The Citizen's Oversight Committee was established by the City Council on November 13, 2001 "for the purpose of insuring the voter approved sales tax, excise tax and maintenance fee are spent in accordance with the ordinances approved in the August 14, 2001, election." There are nine Committee members (two vacant currently), with terms expiring as follows:

Jayna Andrews, November 27, 2013
Dr. James Wilbanks, November 27, 2013
Jim Burleson, November 27, 2012
L. Merrill Snider, November 27, 2012
Chair Judith Wilkins, November 27, 2012
Delmar Burk, November 27, 2011
Council Member Tom Kovach (annual appointment)

The Oversight Committee will continue in existence until the last of the projects financed by the Sewer Sales Tax (discussed below) has been completed. In relevant part, revenues from the three ordinances are to be spent as follows:

Sewer Maintenance Rate (Ordinance 0001-56) – "used and dedicated by the City exclusively for an upgraded sanitary sewer maintenance program to be established by the City and shall not be used to pay debt service on indebtedness. Funds collected shall be paid into a sewer maintenance fund and accounted for separately therein; such funds and the interest accruing thereon shall be used exclusively for an upgraded sanitary sewer maintenance program on a pay-as-you-go basis."

Wastewater Sales Tax (Ordinance 0001-57, as amended by Ordinance 0203-42) – "to provide revenues for the financing of current capital needs in the City's wastewater system with said tax being in effect for a period of five years. Funds generated by the sales tax increase and interest thereon shall be dedicated and used by the city exclusively to finance current capital needs of the City's wastewater collection system on a pay-as-you-go basis; such funds shall not be used for future expansion of the wastewater system. It is further specifically directed that the City direct an amount not to exceed $8,169,333 for funding of 1,500,000 million gallons per day of capacity to be built at the new wastewater treatment plant. In addition, an amount not to exceed $3,500,000 shall be used for sludge handling at the existing south wastewater treatment plant."

Wastewater Excise Tax (Ordinance 0001-58) – "shall be used for the future expansion and improvement of the City's wastewater system. Funds collected shall be paid into the Wastewater Capital Account and accounted separately therein; such funds and the interest accruing thereon shall be used exclusively for wastewater expansion, improvements and to pay debt service on obligations issued to finance said future improvements and expansion of said wastewater system."

The Oversight Committee has been reviewing documents and meeting since November 2001. In addition to the Ordinances cited above, the Committee has reviewed the report of the Citizen's Coalition on the Future of Wastewater, Norman's Wastewater Master Plan, and all of the contracts, resolutions and ordinances that have been considered by the City Council (Norman Utilities Authority Board of Trustees, or "NUA") relating to capital improvements to the wastewater system. Major ordinance, resolution or project discussions that have been held by the Committee during the period of July 1, 2010 through June 30, 2011 are discussed below.

Interceptor, Treatment and Sewer Maintenance Project Progress

During fiscal year 2010-2011, the Committee reviewed and endorsed Council/NUA actions authorizing the progress of several of the projects included in the Interceptor Improvement Plan and Sewer Maintenance Plan. The Interceptor Improvement Plan projects are funded in whole or in part by the Wastewater Sales Tax and the Wastewater Excise Tax. The Sewer Maintenance Plan is funded by the monthly $5 Sewer Maintenance Rate billed to sewer customers. This fee is used toward an upgraded sanitary sewer maintenance "worst things first" program. The sewer maintenance program has been a great success. Approximately 23.8 miles of interceptors and 49.5 miles of sewer lines have been replaced thru the fiscal year 2009 program. All relevant Council/NUA actions were forwarded to the Committee for review and discussion, including design and construction contract awards, change orders and amendments. Among these were the following major actions:

Contract 0607-38, Change Order #4 – increase contract amount and extend contract time for the Wastewater Treatment Plant Sludge Handling Improvements and final acceptance for the project

Contract 0708-42, Amendment #3 – provide permanent Wastewater Flow Metering Services thru August 28, 2011

Contract 0708-111, Amendment #2 – increase contract amount for the Lift Station D Rehabilitation Project

Contract 0809-117, Change Order #2– Headworks Screening Washer/Compactor Modification Project, increase contract amount and final acceptance of project

Contract 0910-27, Amendment #1 – increase contract amount and extend contract time for the Little River Phase III and Northwest Interceptor Projects

Contract 0910-34, Change Order #1 – increase contract amount and extend contract time for Lift Station D rehabilitation project

Contract 0910-53, Amendment #1 – to provide additional Engineering Design Services for the Wastewater Treatment Plant Energy & Supervisory control and data acquisition (SCADA) improvements project

Contract 0910-121, Amendment #1 – increase contract amount for Design and Construction of the Lift Station D Water Line project in connection with Red Canyon Ranch

Contract 0910-164, Amendment #1 – increase contract amount and extend contract time to provide Wastewater Flow Monitoring and Modeling Services

Contract 1011-1 – Phase 1 of the Sewer Maintenance Project FYE 2009

Contract 1011-2 – Phase 2 of the Sewer Maintenance Project FYE 2010

Contract 1011-42 – Wastewater Treatment Plant Energy and Supervisory Control and Date Acquisition (SCADA) Improvements Project and Budget Appropriation

Contract 1011-43 – Mustang Road and Interstate 35 River Gauging Stations along the South Canadian River

Contract 1011-60 – Fleet/Line Maintenance Roof Replacement Project

Resolution 1011-74 – Adopting and confirming final costs associated with the Post Oak Lift Station Project

Resolution 1011-75 – Appropriation from Wastewater Fund Balance to pay for reimbursable electrical modifications in connection with the Wastewater Treatment Plant Supervisory Control and Data Acquisition (SCADA Energy Project)

Contract 1011-131 – Roof replacements at the North and South Digester Control Buildings at the Wastewater Treatment Plant

Contract 1011-148 – to provide Preliminary Engineering Design Services for the Phase 2 Wastewater Treatment Plant Expansion Project

Contract 1011-166 – Wastewater Treatment Plant Heating Units Replacement Project

Through the review of the documents that have been considered by the City Council/NUA, the Committee is performing its oversight role. The Committee has endorsed the actions of the Council/NUA in approving the preliminary and final design and construction of various projects funded by the Sewer Maintenance Rate, the Wastewater Sales Tax and the Wastewater Excise Tax.

Sewer Sales and Use Tax Collection and Review

The ½ percent (0.5%) Sewer Sales and Use Tax was effective from October 1, 2001 through September 30, 2006. During this period, the two tax sources generated a total of $32,099,157. Since the collection of the tax began, over $3.7 million has been earned in interest from the sewer sales tax. Originally, it was estimated that $26,000,000 would be generated from the Sewer Sales Tax, to be used for sewer interceptor main projects ($19,300,000), treatment plant sludge handling process improvements ($3,500,000), and treatment capacity expansion ($3,200,000, to supply an additional 1.9 million gallons per day of capacity needed to serve existing and obligated sewer customers). The increase in revenues over the original projections is being used to offset the increase of the originally projected construction costs.

The Sludge Handling project is complete. This project constructed improvements at the existing wastewater treatment plant as recommended in the Wastewater Master Plan. Improvements included installation of centrifuges for thickening and dewatering, primary digester mixing and cover improvements, construction of dewatered sludge storage area, purchase of dewatered sludge transport and land application equipment and installation of automatic controls for the improvements. The project reduces our dependence on outside contract work for sludge disposal, frees up equalization basin holding capacity currently used for liquid sludge storage, and allows hauling and disposal of dewatered rather than liquid sludge. The project budget includes $3,624,479 from the Sewer Sales Tax Fund and $1,493,900 from an EPA grant. Total budget for the project is $5,118,379 and $5,052,718 has been paid to date.

Progress on the sewer interceptor improvement program is summarized below:

No.	Location	Status	Fund Source	Paid to Date	Remaining Budget
1	Normandy	Complete 12/02	Sewer Excise	$645,307	$0
2	Lower Bishop	Complete 10/07	Sewer Sales Tax	3,402,871	0
3	Upper Westside	Complete 6/06	Sewer Sales Tax	3,330,517	0
4	Brookhaven	Complete 10/06	Sewer Sales Tax	2,324,746	0
5	Imhoff/Bishop	Complete 3/05	91% Sewer Sales Tax, 9% Sewer Excise	1,050,542	0
6	North Interceptor	Cancelled*		(see Little River 1 Project below)	
7	SE Bishop 1	Complete 1/04	28% Sewer Sales Tax, 72% Sewer Excise	413,041	0
7A	SE Bishop 2A	Complete 1/07	46% Sewer Sales	1,182,666	2,517,971
7B	SE Bishop 2B	Design	Tax, 54% Sewer Excise		
8	Upper Bishop	Complete 2/08	98% Sewer Sales Tax, 2% Sewer Excise	2,248,490	0
9	Lower Westside	Complete 12/07	Sewer Sales Tax	5,270,491	92,264
10	Little River Lift Station, Little River 1 and Force Main	Cancelled*		573,299	0
10	Lift Station D Rehabilitation	Construction	7% Sewer Sales Tax, 93% Sewer Excise	6,596,687	1,761,289
10	Lift Station D Force Main	Complete 8/09	67% Sewer Sales Tax, 33% Sewer Excise	533,132	0
10	Northeast Bishop	Complete 7/08	Sewer Excise	705,366	0
11A	Little River 2	Complete 02/09	54% Sewer Sales	2,968,182	246,822
11A	Little River 3	Complete 01/11	Tax, 56% Sewer Excise		
11A	Northwest	Complete 02/11	67% Sewer Sales Tax, 33% Sewer Excise	812,850	402,754
11B	Industrial	Complete 06/09	26% Sewer Sales Tax, 74% Sewer Excise	1,147,461	95,625
11B	Tecumseh	Design	79% Sewer Sales Tax, 21% Sewer Excise	46,637	491,495
11B	Vo-Tech	Cancelled*		23,235	5,748
12	Woodcrest	Design	Sewer Excise	129,258	1,730,743
	Total			$33,404,778	$7,344,711

* Projects cancelled would have required aerial crossings of Little River which Council denied. These items were substituted with the Lift Station D (#10) projects.

Monthly Financial Statements

The Committee continued to review monthly statements of revenues, expenditures and encumbrances for the various Wastewater Utility funds under the Committee's purview. These reports are received from the Committee's staff and are reviewed on a monthly basis and discussed at the quarterly or periodic meetings of the Committee.

Wastewater Treatment Plant Expansion and Improvements

The City's Wastewater Master Plan (WWMP) was adopted on November 13, 2001 by the NUA. The WWMP proposed construction of new interceptors to meet obligated and future capacity demands assuming implementation of a two-wastewater treatment plant (WWTP) scenario where sewage generated in northern areas of Norman would be conveyed to a WWTP within the Little River drainage basin. By its action in Contracts K-0405-164 and K-0607-147, the City Council/Norman Utilities Authority directed an "Interim Solution", whereby sewage would be transmitted to a large lift station to be built on the site of the future north side wastewater treatment plant, and conveyed to the existing South Canadian Treatment Plant. The Committee discussed and endorsed this change to the original WWMP.

By its action in Resolution R-0708-92, the Council/NUA further delayed construction of a north side wastewater treatment plant by adopting a policy of reconstructing and expanding the existing Sewage Lift Station D and adjacent sewage holding facilities. The Committee had extensive discussion of the legal, financial and practical impacts of this decision. City of Norman Legal Department opinions dated January 8, 2005 and May 9, 2006 discuss the use of sales tax revenue generated from ordinance number O-0001-57, as amended by ordinance number O-0203-42, for current needs and the 1.5 million gallons of sewage capacity for current needs be provided by a new north side wastewater treatment plant. "To the extent improvements to Lift Station D are in furtherance of providing such capacity at a north side plant, we are advised that this is a legal expenditure of sales tax revenue generated from ordinance number O-0001-57, as amended." The Committee understood the underlying rationale for this further delay – the denial by the Oklahoma Department of Environmental Quality of a water quality certification for the construction of an aerial interceptor crossing the Little River. The Committee discussion resulted in an endorsement of the Council/NUA's action.

The Committee was concerned, however, with the financial impact of the years of delay by the Council/NUA in implementing the construction of needed sewage conveyance and treatment facilities. Due to rapid inflation in the costs of these projects, it can be expected that the projects will cost hundreds of thousands of dollars more to construct at this time than they would have at the time anticipated with the original WWMP, or at the time of the first change in direction. The Citizen's Oversight Committee strongly urged that the Council/NUA implement its currently-adopted directions for these facilities, even in the face of inevitable public opposition to the construction of sewage treatment, conveyance or storage facilities in residential or environmentally-sensitive areas.

The City of Norman Wastewater Master Plan (WWMP), completed in 2001, recommended expansion of the WWTP from an average daily flow of 12 to 17 million gallons per day (MGD). We are currently at an annual average flow of 11.1 MGD. The proposed FYE 2011 budget assumes design initiation in 2011 followed by construction in 2012 and 2013. This will satisfy the original plan for 1.9 MGD of additional treatment capacity to serve currently obligated customers (as of August 2000). The Phase II WWTP Expansion will likely include new influent flow metering, additional primary clarification, additional activated sludge treatment basins, digester cover improvements, additional blowers, a new effluent aeration structure to increase dissolved oxygen in the receiving stream, a new ultra violet light disinfection structure, as well as associated yard piping, electrical and instrumentation improvements. Project design and construction costs are currently estimated at $3 and $18 million, respectively for a total cost of $21 million. These funds will come from sewer sales tax proceeds and from proceeds of a revenue bond issuance in FYE 2012 that will be secured primarily by Wastewater Excise Tax proceeds. A schedule for the Phase II WWTP Expansion is below.

Task	Estimated Date
• Complete Flow Monitoring	September 2010
• Complete Flow Modeling	September 2011
• Issue Flow Monitoring & Modeling Report	December 2011
• Select Design Consultant for Phase II Expansion	March 2011
• Submit Design Report for Phase II Expansion	October 2011
• ODEQ/OWRB Approval of Design Report for Expansion	December 2011
• Complete ACOG TMDL/Waste Load Allocation	February 2012
• Design Documents to ODEQ/OWRB	June 2012
• ODEQ/OWRB Approval of Phase II Expansion Design	September 2012
• Bid Opening	November 2012
• Start Construction	January 2013
• Complete Construction of Phase II Expansion	August 2014

Summary

The Oversight Committee is encouraged by the progress on the capital projects related to the wastewater system improvements planned since 2001. City staff and private contractors have performed well in constructing the improvements on budget and on time, with as little disruption and inconvenience to the public as can be reasonably expected. Two of the three major components of the sewer improvement construction programs envisioned in 2001 have been satisfactorily completed (interceptors and sludge handling), with the third (wastewater treatment expansion) in progress. The Committee will follow the progress of the treatment improvements through the expenditure of the last of the temporary sales and use tax funds which were approved in 2001. We look forward to the further progress and ultimate completion of these projects for the improvement of the Norman sewer system and for the quality of life in our city.

Citizen's Wastewater Oversight Committee Meeting
Council Study Session Room
201 West Gray
Norman, Oklahoma
Tuesday, July 19, 2011
8:15 AM

Members Present: Jim Burleson, Merrill Snider, James Wilbanks, and Judith Wilkins

Members Absent: Jayna Andrews, Del Burke, and Tom Kovach

Others Present: Anthony Francisco, Suzanne Krohmer, and Mark Daniels

Chair Wilkins called the meeting to order.

James Wilbanks moved and Jim Burleson seconded to approve the minutes of the January 18, 2011 meeting; and Judith Wilkins moved and Jim Burleson seconded to approve the minutes of the April 19, 2011 meetings. Motions passed unanimously.

Discussion was held on Annual Report to City Council. Judith Wilkins stated that she would like to have Jayna Andrews input. Suzanne Krohmer said she would like to have Mark Daniels' input and approval referring to paragraphs 2 and 3 on page 4 of the report. Mark Daniels is the Capital Engineer on the project and the information on the report was taken from his quarterly reports. Annual Report with changes will be emailed to the Committee. Suzanne Krohmer should receive emails from Committee members as soon as possible with any changes or additions they would like to have placed on the report. Once Annual Report is finalized, staff hopes to have on the agenda for the second meeting in August. Committee members will be advised of the date and time.

James Wilbanks referenced page 4, paragraph 1, and asked what the annual interest rate earned by the sales tax was for the year. He would like to see that information in the report.

The next scheduled meeting of the Wastewater Oversight Committee is Tuesday, October 18, 2011 at 8:15 a.m. in the Council Executive Study Session Room, if needed. Anthony Francisco says flow meter data will be available and of interest to the Committee. Members will be notified if meeting is to be held.

In case of no October meeting, meetings in 2012 will be held quarterly on the third Tuesday of the month; January 17, April 17, July 17, and October 16, 2012. Committee is in agreement on dates and time.

There being no further discussion, motion was made James Wilbanks and seconded by Jim Burleson to adjourn the meeting. Motion passed unanimously and meeting adjourned at 8:48 am.

City of Norman, OK

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

Master

File Number: BID-1112-04

File ID:	BID-1112-04	**Type:**	Bid	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 14	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$45,127.00	**File Created:**	08/08/2011
File Name:	Bid 1112-04 Traffic Signal Controller & Cabinet Assemblies			**Final Action:**	

Title: CONSIDERATION AND AWARDING OF BID NO. 1112-04 FOR THREE (3) TRAFFIC SIGNAL CONTROLLER & CABINET ASSEMBLIES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject the bid as meeting specifications; and, if accepted, award the bid in the amount of $15,032.33 each for a total bid price of $45,127 to Mid-American Signal, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 14

Attachments: Bid Tabulation 1112-04 Controller & Cabinet Assemblies

Project Manager: Gary Jennings, Traffic Control Supervisor

Entered by: julie.shelton@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 BID-1112-04

Body

BACKGROUND: The Traffic Control Division maintains all of the signalized locations within the City of Norman which includes 128 signalized intersections, 77 school beacons, 3 actuated school crossings and 5 lighted crosswalks. In Fiscal Year 1990, the City began a traffic signal controller and cabinet assembly replacement program. This program has allowed staff to remove from the system, older controller and cabinet assemblies which

present maintenance problems. This program has also improved the efficiency and effectiveness of each traffic signal which in turn allows traffic to move more freely through the intersection.

DISCUSSION: Bid No. 1112-04 was opened on July 28, 2011, and will provide replacement traffic signal controller and cabinet assemblies for the following intersections:

Alameda Street and Triad Village Drive
Brooks Street and Classen Boulevard
Hemphill Drive and 24th Avenue NW

These three locations were selected because they are in the worst condition within the City's system. One (1) of the three (3) vendors that were sent bid packets responded with a bid. That vendor, Mid American Signal, Inc., is the area representative for Econolite Control Products, Inc. The City of Norman has adopted Econolite Control Products, Inc., as the sole source provider for traffic signal controller and cabinet assemblies. All three (3) vendors that were sent bid packages are authorized distributors for Econolite Control Products, Inc. The total of the bid received is identical to the bid received for the purchase of these items last fiscal year.

RECOMMENDATION: It is recommended that Bid No. 1112-04 be awarded to Mid-American Signal, Inc., in the amount of $45,127 ($15,042.33 each).

Budget Amount: $45,127
Account No.: 010-5023-429.51-05

CONTROLLER AND CABINET ASSEMBLIES BID NO. 1112-04

		MID-AMERICAN SIGNAL KANSAS CITY, KS		ECONOLITE CONTROL PRODUCTS, INC SANTA FE, NM		ECONOLITE CONTROL PRODUCTS, INC GOLDEN, CO	
ITEM	QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
Controller & Cabinet Assemblies	3	$15,042.33	$45,127.00		NO BID		NO BID

Created by: Gary Jennings, Traffic Control Supervisor

City of Norman, OK

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

Master

File Number: BID-1112-05

File ID:	BID-1112-05	**Type:**	Bid	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 15	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	08/08/2011
File Name:	BID NO. 1112-05 PAVEMENT MARKINGS:			**Final Action:**	

Title: CONSIDERATION AND AWARDING OF BID NO. 1112-05 FOR THE INSTALLATION AND MAINTENANCE OF PAVEMENT MARKINGS FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 1; and, if accepted, award the bid to RoadSafe Traffic Systems, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject all bids meeting specifications on Section 2; and, if accepted, award the bid to Direct Traffic Control as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 15

Attachments: Bid Tabulation

Project Manager: Gary Jennings, Traffic Control Supervisor

Entered by: julie.shelton@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 BID-1112-05

Body

BACKGROUND: The Traffic Control Division is responsible for the installation and maintenance of pavement markings on more than 200 miles of public roadways within the

corporate limits of the City of Norman. Three primary types of materials are utilized for this purpose; waterborne paint, thermoplastic and raised pavement markers. City forces concentrate most of their efforts on the application of waterborne paint while private contractors provide the majority of the thermoplastic markings and all of the raised pavement markers.

DISCUSSION: In order to expedite and streamline the process involved in the application of markings by private contractors, staff developed specifications for an annual contract that gives the Public Works Department a dependable source for the installation of markings at guaranteed unit prices.

The specifications have two distinct sections: Section I for the installation of thermoplastic markings and for the removal of existing pavement markings, and Section II for the installation of raised pavement markers. Bidders were asked to submit unit prices on individual items within each section based upon the estimated quantities that were provided.

Bid No. 1112-05 was opened on July 28, 2011 and will provide a contractor that can be available to install thermoplastic striping and raised pavement markers to the City on an as needed basis. Bids were received from two (2) of the four (4) vendors who were sent bid packages. Bids received from both vendors showed a significant increase when compared to last year's bids. This can logically be attributed to a worldwide shortage of raw materials to manufacture the thermoplastic resin. The apparent lower bidder for Section I, RoadSafe Traffic Systems, Inc., is the same vendor who was awarded the bid for last year. Staff will closely monitor expenditures for these items and will adjust quantities as necessary to remain within the budgeted amount.

The low bid amount ($249,368 + $34,600 = $283,968) is $172,031 or 154% greater than the budgeted amount of $111,937. Clearly, fewer pavement markings will be replaced this year than planned. However, pavement marking services provided this summer by the Oklahoma Department of Transportation with federal funds will help significantly to sustain an acceptable condition for the City's pavement markings. City staff may request additional operating funds for this program in the future, but we also intend to continue the federal funding program as long as it is available.

RECOMMENDATION: It is recommended that Bid No. 1112-05 be awarded as follows:

Section I to RoadSafe Traffic Systems, Inc.
Section II to Direct Traffic Control, Inc.
Budget amount - $111,937
Account - Pavement Marking (010-5023-429.42-35)

SECTION ONE - HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS

		ROADSAFE TRAFFIC SYSTEMS, INC. Oklahoma City, OK		DIRECT TRAFFIC CONTROL, INC. Muskogee, OK	
ITEM	QUANTITY	PRICE	TOTAL	PRICE	TOTAL
4" Wide Line	70,000 LF	$0.54	$37,800.00	$1.50	$105,000.00
8" Wide Line	3000 LF	$1.08	$3,240.00	$3.00	$9,000.00
12" Wide Line	500 LF	$1.62	$818.00	$4.50	$2,250.00
24" Wide Line	4,000 LF	$3.24	$12,960.00	$9.00	$36,000.00
4" Side Line (half thickness)	5,000 LF	$0.50	$2,500.00	$1.25	$6,250.00
Word "ONLY"	10 EA	$90.00	$900.00	$170.00	$1,700.00
Railroad Crossing Symbol	10 EA	$650.00	$6,500.00	$750.00	$1,750.00
Turn Arrow	100 EA	$40.00	$4,000.00	$75.00	$7,500.00
Straight Arrow	10 EA	$40.00	$400.00	$75.00	$750.00
Combination Arrow	10 EA	$90.00	$900.00	$150.00	$1,500.00
Speed Hump Markings	100 EA	$650.00	$65,000.00	$400.00	$40,000.00
Bicycle Lane Markings	60 EA	$750.00	$45,000.00	$425.00	$25,500.00
Shared Lane Markings	100 EA	$525.00	$52,500.00	$425.00	$42,500.00
Thermoplastic Removal	75,000 LF	$0.20	$15,000.00	$0.30	$22,500.00
Removal of "ARROW" Pavement Marking Symbol	50 EA	$25.00	$1,250.00	$50.00	$2,500.00
Removal of "ONLY" Pavement Marking Legend	20 EA	$30.00	$600.00	$100.00	$2,000.00
GRAND TOTAL			**$249,368.00**		**$306,700.00**

SECTION TWO - RAISED PAVEMENT MARKERS - CLASS C

		DIRECT TRAFFIC CONTROL, INC Muskogee, OK		ROADSAFE TRAFFIC SYSTEMS, INC. Oklahoma City, OK	
ITEM	QUANTITY	PRICE	TOTAL	PRICE	TOTAL
Type 1	400 EA	$35.00	$14,000.00	$35.00	$14,000.00
Type 2	200 EA	$35.00	$7,000.00	$35.00	$7,000.00
Type 1 Refurbished	200 EA	$40.00	$8,000.00	$70.00	$14,000.00
Type 2 Refurbished	100 EA	$40.00	$4,000.00	$70.00	$7,000.00
Lens Replacement Class C Type 1	100 EA	$8.00	$800.00	$10.00	$1,000.00
Lens Replacement Class C Type 2	100 EA	$8.00	$800.00	$10.00	$1,000.00
GRAND TOTAL			**$34,600.00**		**$44,000.00**

Forwarded by: Gary Jennings, Traffic Control Supervisor

City of Norman, OK

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

Master

File Number: BID-1112-09

File ID:	BID-1112-09	**Type:**	Bid	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 16	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	08/15/2011
File Name:	Bid 1112-9 Traffic Cones			**Final Action:**	

Title: CONSIDERATION AND AWARDING OF BID NO. 1112-09 FOR THE PURCHASE OF FLUORESCENT TRAFFIC CONES FOR THE TRAFFIC CONTROL DIVISION.

ACTION NEEDED: Motion to accept or reject the bid as meeting specifications; and, if accepted, award the bid in the amount of $9.90 per cone to Barco Municipal Products, Inc., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 16

Attachments: BID 1112-09-BID TABULATION

Project Manager: Gary Jennings, Traffic Control Supervisor

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 BID-1112-09

Body

BACKGROUND: The City of Norman's Traffic Control Division utilizes galvanized steel posts, sign faces, and aluminum materials for manufacturing street signs; glass beads for reflective traffic markings, and fluorescent traffic cones for the pavement striping program.

DISCUSSION: Every year, the City of Norman enters into several supply agreements for the materials needed in our striping and signing operations. Under these agreements, we purchase operating equipment and supplies as they are needed. Bid Nos. 1112-06 through 1112-10

were opened on July 28, 2011 and will provide the various material sources needed for our striping and signing programs.

The budget amount for Bid Numbers 1112-08 and 1112-09 (All Sections) is $15,000. Bid 1112-9 is below the Engineer's Estimate and consistent with previous year's purchases. Funding is available in Pavement Marking Materials: (010-5023-429.32-14). Only one bid was received for the purchase of traffic cones out of four bids that were sent out.

RECOMMENDATION: It is recommended that Bid No. 1112-09 be awarded to Barco Municipal Products, Inc., as the lowest and best bidder meeting specifications.

BID NO. 1112-09

FLUORESCENT TRAFFIC CONES

ITEM	BARCO MUNICIPAL PRODUCTS, INC Omaha, NE	CENTERLINE SUPPLY LTD Grand Prairie, TX	HALSEN PRODUCTS Belmont, MS	LOWE'S HOME IMPROVEMENT Norman, OK
	PRICE	PRICE	PRICE	PRICE
28" FLUORESCENT TRAFFIC CONES - PER CONE	$9.90	No Bid	No Bid	No Bid

It is recommended that Bid No. 1112-09 be awarded to BARCO MUNICIPAL PRODUCTS, INC.

City of Norman, OK

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

Master

File Number: BID-1112-15

File ID:	BID-1112-15	**Type:**	Bid	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 17	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$77,600.00	**File Created:**	08/15/2011
File Name:	Bid 1112-15 Roll-Off Containers			**Final Action:**	

Title: CONSIDERATION AND AWARDING OF BID NO. 1112-15 FOR THE PURCHASE OF TWENTY (20) 2 CUBIC YARD FRONT-LOAD CONTAINERS, AND EIGHTY (80) 8 CUBIC YARD FRONT-LOAD CONTAINERS FOR THE SANITATION DIVISION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $77,600 to Roll-Offs USA as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 17

Attachments: Bid Tab - Containers

Project Manager: Scottie Williams, Sanitation Superintendent

Entered by: karen.kimber@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 BID-1112-15

Body

BACKGROUND: On August 11, 2011, bids were opened for the purchase of 20-2 cubic yard containers, and 80-8 cubic yard containers, to be used by Commercial Operation in the Sanitation Division. The containers will be used by Norman businesses for the collection of all non-hazardous waste.

DISCUSSION: Sanitation Division did not go out to bid last year, as the division utilized the

lowest and best bid from September 2009, which was Roll-Offs USA.(Roll-Off's bids are good for one (1) year from date of purchase).

Proposals for the front-load containers were distributed to four (4) vendors. Complete bids were received from three (3) vendors. There was no response from N.E.O. Fab. The low bid was from Wastequip with a total bid of $75,840; however; they did not meet specifications. Specifically, lids should be double wall heavy duty polyurethane; Wastequip uses only single wall lids. Lift sleeves should be welded to a 3/16" steel backing plate; Wastequip does not provide a backing plate, but welds sleeves directly to the container. Roll-Offs USA is the next best bidder meeting all specifications with a bid of $77,600.

RECOMMENDATION: It is recommended that Bid No.1112-15 be awarded to Roll-Offs USA with the following information:

BID NO. 1112-15 - PURCHASE OF FRONT-LOAD REFUSE CONTAINERS
Awarded To: Roll-Offs USA
Total Bid Amount: $77,600.00
Account Number: 033-5562-432.51-08
Amount Budgeted: $84,450.00
Account Name: Refuse Receptacles

UTILITIES DEPARTMENT
SANITATION DIVISION

Tabulation of Bids

Front Load Refuse Containers - Bid No. 1112-15

August 11, 2011

SECTION I – 2 CUBIC YARD

BIDDER	QUANTITY	UNIT PRICE	TOTAL PRICE
WASTEQUIP Beeville, TX 78104	20	$404	$ 8,080
ROLL-OFFS USA Durant, OK 74702	**20**	**$424**	**$ 8,480**
CUSTOM MANUFACTURING Oklahoma City, OK 73173	20	$559	$11,180

SECTION II– 8 CUBIC YARD

BIDDER	QUANTITY	UNIT PRICE	TOTAL PRICE
WASTEQUIP Beeville, TX 78104	80	$ 847	$67,760
ROLL-OFFS USA Durant, OK 74702	**80**	**$ 864**	**$69,120**
CUSTOM MANUFACTURING Oklahoma City, OK 73173	80	$1,112	$88,960

RECOMMENDATION It is recommended that Roll-Offs USA be approved as the lowest and best bidder that meets specifications, for the purchase of commercial front-load refuse containers.

City of Norman, OK

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

Master

File Number: K-1112-53

File ID:	K-1112-53	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 18	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$69,500.00	**File Created:**	08/29/2011
File Name:	K-1112-53 Historical House Interior			**Final Action:**	

Title: CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1112-16; CONTRACT NO. K-1112-53 WITH TOM'S QUALITY CONSTRUCTION IN THE AMOUNT OF $69,500; PERFORMANCE BOND NO. B-1112-9; STATUTORY BOND NO. B-1112-10; MAINTENANCE BOND NO. MB-1112-10; AND RESOLUTION NO. R-1112-35 FOR THE HISTORICAL MUSEUM INTERIOR REPAIRS PROJECT.

ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1112-16 from Tom's Quality Construction for the Historical Museum Interior Repairs Project; and, if accepted, approve Contract No. K-1112-53 in the amount of $69,500 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; and adopt Resolution No. R-1112-35.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 18

Attachments: Tabulation of Proposals, K-1112-53, Perf B-1112-9, Stat B-1112-10, MB-1112-10, R-1112-35, PR Tom Quality Construction

Project Manager: James Briggs, Park Planner

Entered by: james.briggs@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-1112-53

Body

BACKGROUND: During the FYE 2011 and FYE 2012 Capital Budget processes, City Council approved funding for several facility maintenance projects for the Parks and Recreation Department. One such project was the Moore-Lindsay Historic House Repairs Project. That project included repairing the interior walls of the museum, which had been damaged over the years due to foundation problems. Those foundation repairs were completed 5 years ago, when this project began.

Since the foundation problems were solved, the structure's exterior was the next area that was repaired, including a complete re-build of the front porch, removal and repair of all of the house's storm windows, multiple siding and trim repairs to the house exterior, and finally a complete paint job, executed according to the standards set by the Preservation Guidelines established by the Department of the Interior for historic wood structures. The old Queen Anne style paint scheme was researched and final colors were approved by the Cleveland County Historical Society (CCHS). This organization has been the lessee for the property for decades, and has helped insure that all work is carried out as close as possible to the original craft and trades used to build the house.

Funding for the entire house renovation project was approved in the amount of $176,500 over five years. This total project cost includes funding for all exterior and interior repairs, according to the plans and specifications prepared by an architect hired by the City at the beginning of the project.

DISCUSSION: During Fiscal Year 2011, the exterior repairs were completed; and it was determined that the funds remaining would be combined with the funds programmed in Fiscal Year 2012 in order to maximize the interior repairs scope of work, according to the architect's plans and specifications. On July 15th and 22nd, the project was advertised for bids in the Norman Transcript, Bid News/iSquareFoot, Southwest Construction News and Dodge Report. A mandatory Pre-Bid Conference was held at the Museum on August 3rd. Four contractors attended the pre-bid and showed interest in the project.

Park Planning staff met with these contractors; however, most of them declined to bid on the project, due mostly to a lack of experience in historic structure repairs. Of the four contractors who attended the pre-bid, staff received one written quote on the project bid form, one verbal quote and two no-bids. The lowest and best quotation was received from Tom's Quality Construction in the amount of $130,000. This amount is in excess of the available funds for the project.

After meeting with the low bidder and the CCHS Officers, the different areas of the house were prioritized according to their need for structural repair. Those areas that needed minimal structural repair and were more in need of aesthetic touches were taken off the bid. Most of this was related to the downstairs rooms where wallpaper was to be removed and minor cracks were to be repaired before new wall coverings were to be applied; all of which is very

labor-intensive. The revised scope of the project focuses on the upstairs room repairs, the main foyer upstairs and downstairs repairs, painting all repaired areas, and some finish carpentry in the summer kitchen area of the house. The revised scope of work was priced by the low bidder at $69,500, which is within the range of the available funding. Additional funds are programmed in Fiscal Year 2013 to make final improvements to the main house and the carriage house structure.

Tom's Quality Construction is the same contractor that performed the exterior repairs to the museum last year; and they have worked on many other historic houses in the same neighborhood and from the same time period as the City of Norman's Historical House Museum. Therefore, staff recommends that the contract be awarded to Tom's Quality Construction in the amount of $69,500 as the lowest and best bidder to meet specifications.

Maintenance, Statutory and Performance Bonds are being provided for this project, as well as all required Affidavit, Contract, Insurance and Liability forms.

RECOMMENDATION NO.1: It is recommended that RFP #1112-16 be approved as follows:

HISTORICAL MUSEUM INTERIOR REPAIRS PROJECT

Award to: Tom's Quality Construction
Award amount: $69,500
Account: Maintenance of Existing Facilities; Moore-Lindsay House (#050-9677-419.61-01),
Project No.: EF0123
Estimated Budget: $80,000

RECOMMENDATION NO.2: It is further recommended upon approval of RFP #1112-16 that the following contract and bonds be approved:

HISTORICAL MUSEUM INTERIOR REPAIRS PROJECT

Contract No. K-1112-53
Maintenance Bond No. MB-1112-10
Performance Bond No. B-1112-9
Statutory Bond No. B-1112-10

RECOMMENDATION NO.3: It is further recommended that upon approval of RFP No. 1112-16 that Tom's Quality Construction be authorized and appointed as project agent for the Historical Museum Interior Repairs Project by Resolution No. R-1112-35.

Contract # K-1112-53

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between Tom's Quality Construction as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

WITNESSETH

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

HISTORICAL MUSEUM INTERIOR REPAIRS

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City of Norman on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: Sixty Nine Thousand Five Hundred Dollars ($ 69,500);

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

1. The Contractor shall, in a good and first-class, workmanlike manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

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

2. The City shall make payments to the Contractor in the following manner: Lump sum payment to be made upon satisfactory completion of all work as described in the accompanying design drawings for this project.

On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the City.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 75 calendar days.

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

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

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

Contract # K-1112-53

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____, 20_____.

CORPORATE SEAL

_____

Tom's Quality Construction
Company Name

ATTEST: N/A
Corporate Secretary

BY: Tom C. Friedgren
President

STATE OF Oklahoma)
COUNTY OF Cleveland)

Tom Friedgren of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Tom C. Friedgren
President

Subscribed and sworn to before me this 2 day of September, 2011.

Suzanne E. Terry
Notary Public

My Commission Expires: 30 January 2013
Commission Number: 01002390

CITY OF NORMAN

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

City Attorney

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

ATTEST:

_____
City Clerk

_____
Mayor

Bond # B-1112-9

PERFORMANCE BOND

Bond No. 71161600

KNOW ALL MEN BY THESE PRESENTS:

Tom Fredgren dba

That we, Tom's Quality Construction, as Principal, and WESTERN SURETY COMPANY, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of Sixty Nine Thousand Five Hundred Dollars ($ 69,500), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 2nd day of September, 20 11.

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

HISTORICAL MUSEUM INTERIOR REPAIRS

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

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

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

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

Bond #B-1112-9

ATTEST:

n/a
Corporate Secretary

ATTEST:
D. Bull D. Bull, Ass't. Sec.
Corporate Secretary (Surety)

Tom's Quality Construction
Company Name

BY Tom C. Fredgren
Principal

WESTERN SURETY COMPANY
Surety Name

BY C. Goodrich C. Goodrich, Ass't. Sec.
Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of September, 20 11 personally appeared Tom Fredgren to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Suzanne E. Terry
Notary Public

My Commission Expires: 30 Jan. 2013
Commission Number: 01000390

Approved as to form and legality this 6th day of September, 20 11.

[signature]
City Attorney

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

ATTEST:

_____
Mayor

_____
City Clerk

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } SS

On this 2nd day of September, 2011, before me, a Notary Public in and for said County, personally appeared C. Goodrich, Ass't. Sec. personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires D. OBR
My Commission Expires 6-22-2013

Notary Public

Form 103-12-98

Bond # B-1112-10

STATUTORY BOND

Bond No. 71161600

KNOW ALL MEN BY THESE PRESENTS:

That we, Tom Fredgren dba Tom's Quality Construction, as Principal, and WESTERN SURETY COMPANY, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of Sixty Nine Thousand Five Hundred Dollars ($ 69,500), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 2nd day of Septmeber, 2011.

The conditions of this obligation are such, that whereas, the above Bonded Principal Tom Fredgren dba Tom's ~~Quality Construction~~ is the lowest and best bidder for the making of the following City work and improvement, viz.:

HISTORICAL MUSEUM INTERIOR REPAIRS

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

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

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

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

Bond # B-1112-10

ATTEST:

n/a
Corporate Secretary

Tom's Quality Construction
Company Name

BY Tom C. Fredgren
Principal

ATTEST:

D. Bull D. Bull, Ass't. Sec.
Corporate Secretary (Surety)

WESTERN SURETY COMPANY
Surety Name

BY C. Goodrich C. Goodrich, Ass't. Sec.
Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 6th day of Sept., 20 11 personally appeared Tom Fredgren to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Suzanne E. Terry
Notary Public

My Commission Expires: 30 Jan. 2013
Commission Number: 01060390

Approved as to form and legality this 12th day of September, 2011.

[signature]
City Attorney

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

ATTEST:

_____
Mayor

_____
City Clerk

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } SS

On this 2nd day of September, 2011, before me, a Notary Public in and for said County, personally appeared C. Goodrich, Ass't. Sec. personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires

D. OBR
My Commission Expires 6-22-2013

Notary Public

Form 103-12-98

Bond # MB-1112-10

MAINTENANCE BOND

Bond No. 71161600

WHEREAS, THE UNDERSIGNED Tom Fredgren dba Tom's Quality Construction, hereinafter referred to as the Principal, has entered into a certain contract dated _____,20____, for the construction of:

HISTORICAL MUSEUM INTERIOR REPAIRS

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and WESTERN SURETY COMPANY, as a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Sixty Nine Thousand Five Hundred Dollars ($ 69,500); in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

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

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

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

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

Bond # MB-1112-10

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

Executed and delivered this 2nd day of September, 20 11.

ATTEST: n/a
Corporate Secretary

Tom's Quality Construction
Company Name

Mailing Address of Principal:

211 E. Daws St.

Norman, OK · 73069

BY Tom C. Fredgren
Principal

WESTERN SURETY COMPANY
Surety Name

BY: C. Goodrich C. Goodrich, Ass't. Sec.
Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of Sept, 20 11, personally appeared Tom Fredgren to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Suzanne L. Terry
Notary Public

My Commission Expires: 30 Jan. 2013
Commission Number: 01000390

Approved as to form and legality this 6th day of September, 20 11.

City Attorney

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

Mayor

ATTEST:
City Clerk

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } SS

On this 2nd day of September, 2011, before me, a Notary Public in and for said County, personally appeared C. Goodrich, Ass't. Sec. personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires

D. OBR
My Commission Expires 8-22-2013

Notary Public

Form 103-12-98

Resolution

R-1112-35

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING TOM'S QUALITY CONSTRUCTION AS PROJECT AGENT FOR THE HISTORICAL MUSEUM INTERIOR REPAIRS PROJECT.

§ 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Tom's Quality Construction for the Historical Museum Interior Repairs Project; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Tom's Quality Construction 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, Tom's Quality Construction, to purchase materials which are in fact used for the Historical Museum Interior Repairs Project; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Tom's Quality Construction 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 13th day of September, 2011, did appoint Tom's Quality Construction who is involved with the Historical Museum Interior Repairs Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Historical Museum Interior Repairs Project.

PASSED AND ADOPTED THIS 13th day of September, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000191314

STATUS: $12500 APPROVAL (COUNCIL)

REQUISITION BY: TERRY-FOSTER
REASON: HISTORICAL MUSEUM INTERIOR RENOVATION - PLASTER
DATE: 9/06/11

SHIP TO LOCATION: PARKS AND RECREATION
SUGGESTED VENDOR: 10580 FREDGREN, TOM
DELIVER BY DATE: 9/06/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HISTORICAL MUSEUM INTERIOR RENOVAT-PLASTER PROJECT CONTRACT #K-1112-53, COUNCIL 9-13-2011 #050-9677-419.6101 EF0123 COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION AND UPGRADES	69500.00	EA	1.0000	69500.00	CONTRACT#K-1112-53

REQUISITION TOTAL: 69500.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05096774196101	Capital Projects Construction	EF0123 Moore-Lindsay House Rep	100.00	69500.00
					69500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

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

Master

File Number: LL-1112-3

File ID:	LL-1112-3	**Type:**	Limited License	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 19	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	08/24/2011
File Name:	Limited LIcense Campus Corner Association			**Final Action:**	

Title: LIMITED LICENSE NO. LL-1112-3: LIMITED LICENSE TO PLACE FIFTY-THREE (53) POLE BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM CAMPUS CORNER ASSOCIATION DURING THE UNIVERSITY OF OKLAHOMA FOOTBALL SEASON.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-3 to place fifty-three (53) pole banners within the public rights-of-way pursuant to a request from Campus Corner Association; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 19

Attachments: Letter of Request Campus, List of Locations Campus Corner, 329 Partners - Campus Corner, OU Game Day Banners

Project Manager: Wayne Stenis, Planner II

Entered by: Ellen.Usry@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 LL-1112-3

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: Campus Corner Association has submitted a request to hang pole banners on most of the street lights in the Campus Corner area during this year's OU football season. There would be twenty-seven (27) 30" by 60" banners attached to standard street lights, and twenty-six (26) 36" by 18" banners attached to the historic-styled lamps in the area. The banners announce "GAME DAY - Historic Campus Corner established 1917" with a small portion of the banner identifying the name of the sponsor. The signs will be in use during the entire football season (September 3 until December 11, 2011), after which they will be removed. The banners are the same that were used the last several years.

A copy of the letter of request, with the specified locations, is attached for reference. The locations are acceptable, and a minimum safe clearance of 8' 9" under the banners has been maintained.

RECOMMENDATION: The license provides an indemnity clause to the City for any potential damage to the light poles that may occur during installation. Staff has prepared the license in accordance with their request, and presents it to the Council for their consideration. Additional conditions may be attached, if the Council desires. Staff is not opposed to granting this Limited License for fifty-three (53) signs, for the specified time period.

August 10, 2011

City of Norman
City Clerk
Brenda Hall
201-C West Gary
Norman, OK 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/23/11

Dear Benda,

The Campus Corner Association, is requesting a temporary license to place poll banners on the light polls located in the Campus Corner and a banner across Asp Street just North of Boyd Street during the OU football season.

The banners would be installed prior to OU's first game on September 3, 2011, and removed during the first week of December, 2011.

329 Partners would propose using the light polls along the north side of Boyd from Debar Street to University Boulevard, Asp Street from Boyd to White, and Buchanan Street from Boyd to White Street.

The banners located on the 27 historic street lamps will be 60'' x 30". The banners located on the 26 historical lampposts will be 36" x 18", allowing for 8'9" clearance. Additionally, 329 Partners will be responsible for any damage to the historical lamps due to the installation of the banners.

The banner across Asp street will meet the City of Norman requirements of a clearance of not less than 17 feet and will have an engineer's stamp.

Thank you for your consideration.

Sincerely,

H. Rainey Powell
Campus Corner Association

Campus Corner Street Lights / Banners

	Street Lamps	Historic Lamps
Boyd Street		
Debar to Asp	2	2
Asp to Buchanan	2	2
Buchanan to University	1	1
Asp Street		
White to Boyd	5	5
North of White	1	1
Buchanan Street		
Boyd to White	5	5
White to Debar	1	1
University Blvd		
Boyd to White North of White	5	5
White Street		
University to Buchanan	3	2
Buchanan to Asp	2	2
Total		
Banners 60" x 30"	**27**	
Banners 36" x 18"		**26**

LIMITED LICENSE NO. LL-1112-3

LIMITED LICENSE TO PLACE FIFTY-THREE (53) POLE BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE CAMPUS CORNER ASSOCIATION DURING THE UNIVERSITY OF OKLAHOMA FOOTBALL SEASON.

A request has been filed by the Campus Corner Association for a Limited License to place fifty-three (53) pole banners within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the letter of request which is incorporated herein and made a part hereof.

Any special conditions which may be imposed by the City Council.

The Campus Corner Association will be responsible for any damage to the historic lamp posts as a result of the installation of the banners.

The approved time period for the banners to be displayed will begin September 14, 2011, and the banners will be removed during the first week of December, 2011.

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.

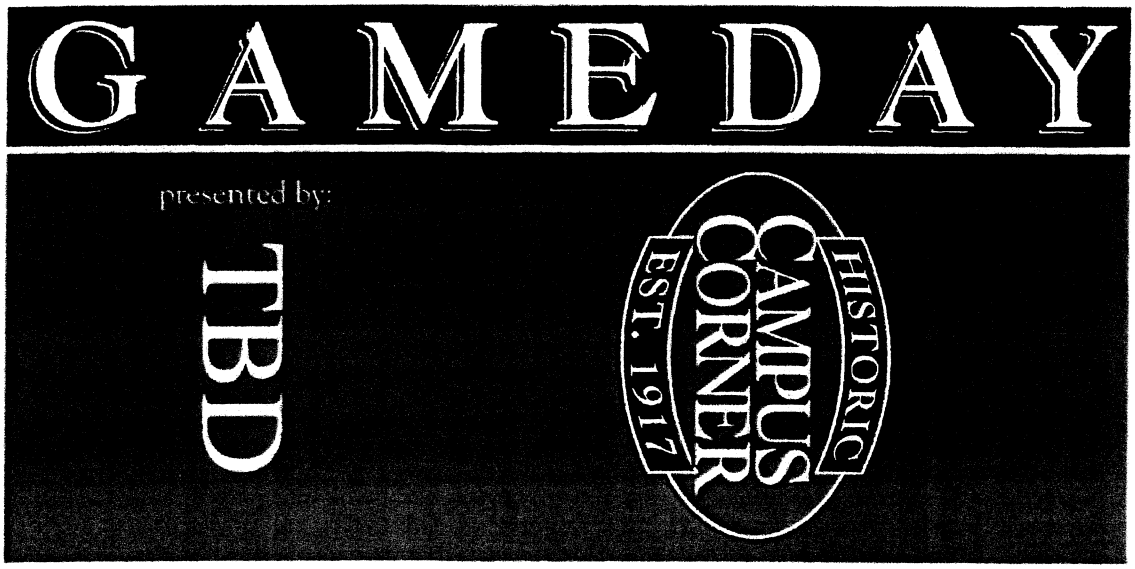
Approved by City Council this 13th day of September, 2011.

CITY OF NORMAN

_____
Mayor

ATTEST:

_____
City Clerk



28-4

City of Norman, OK

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

Master

File Number: LL-1112-4

File ID:	LL-1112-4	**Type:**	Limited License	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 20	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	08/25/2011
File Name:	Limited License United Way Goal A Meters			**Final Action:**	

Title: LIMITED LICENSE NO. LL-1112-4: LIMITED LICENSE TO PLACE TWENTY-TWO (22) "GOAL-A-METER" SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-4 to place twenty-two (22) "goal-a-meter" signs within the public rights-of-way pursuant to a request from the United Way of Norman; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 20

Attachments: Application from United Way, United Way - Thermometers

Project Manager: Wayne Stenis, Planner II

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-1112-4

Body

BACKGROUND: Section 18-308 states:

Festival or Public Event Banners.

Signs announcing specific events or promotions that are of a legitimate public benefit to the

community at large may be erected within the public right-of-way when authorized by a limited license granted by the City Council. The size, number, type, and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION: The United Way of Norman, a 501 (c) (3) organization, has requested placement of twenty-two (22) ground signs along major thoroughfares around the community to inform the public of the progress of their annual public fund-raising campaign. The signs will be used from September 16 through November 30, 2011.

A copy of the letter of request, with the specified locations, is attached for reference.

RECOMMENDATION: The locations are acceptable except for Location No. 21 on the applicant's attached list. Highway 9 is a State highway and not under the authority of the City of Norman. We do not object to a banner at this location; however, the applicant needs to get permission from the Oklahoma Department of Transportation. The remaining locations will not impact any designated sight triangles if properly placed. Staff has prepared the license in accordance with their request, and presents it to the Council for consideration. Additional conditions may be attached by Council. Other than the stipulated time frame and placement, staff has not suggested any other conditions, and does not oppose granting this limited license.

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER

Date April 1, 2011

Name of Applicant United Way of Norman

Address 2424 Springer dr. Ste. 304 Telephone Number 329-2025

Number of Banners Twenty-two (22)

Location of Banners (If list is lengthy you may attach separate sheet or map)

Please see attachment

Banner Size 5' x 6'

Type of Banner Vinyl banner with aluminum frame

Wording of Banner United Way of Norman with a picture of a thermometer with percentage marks & uw logo

Duration of Use 9-16-11 - 11-30-11

United Way of Norman Goal-o-meters

09/16/11 – 11/30/11

1. Main & Berry (SE corner)
2. West Main (in front of Panera Bread, west of bus stop)
3. Ed Noble & West Main intersection(NE corner, in front of flower nursery, behind sidewalk)
4. Robinson & N.W. 36th Avenue (SE corner, in front of Republic Bank and Trust building)
5. 36th Ave NW & Tecumseh (NE Corner, Midfirst Bank)
6. 24th Ave. N.W. & Robinson (SE Corner in front of new BancFirst location)
7. Lindsey & Berry (NW corner, behind sidewalk)
8. Lindsey & 24th Ave. S.W. (NW corner)
9. Robinson & Flood (NE corner) West of Newton drive
10. Gray St. (in front of Library, behind sidewalk)
11. Porter (park area between Norman Regional Hospital and Sonic, behind sidewalk)
12. Boyd & Elm (NE corner)
13. 12th Ave. N.E. (Recreation Center, Need-o-meter will replace the Designate 7100 Banner)
14. Alameda & 12th Ave. N.E. (NW corner)
15. Boyd & 12th Ave. S.E. (SW corner, between sidewalks)
16. 24th Ave NE & Alameda (SW Corner, blank field)
17. Porter & Rock Creek Rd. (NE Corner, 7-11)
18. 12th & Lindsey (SE Corner)
19. 12th Avenue NE and Robinson (NW Corner)
20. Flood and Tecumseh (South/Southwest Corner)
21. Highway 9 (12th and highway 9)
22. 36th Avenue NW and Rock Creek Road (SW Corner, by First Bank & Trust)

LIMITED LICENSE NO. LL-1112-4

LIMITED LICENSE TO PLACE TWENTY-TWO (22) "GOAL-A-METER" GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

An Application has been filed by the United Way of Norman for a Limited License to place twenty-two (22) "Goal-A-Meter" ground banners within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the application which is incorporated herein and made a part hereof

License limited for a seventy-six (76) day period from September 16, 2011 to November 30, 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 13th day of September, 2011.

CITY OF NORMAN

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: LL-1112-5

File ID:	LL-1112-5	**Type:**	Limited License	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 21	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	08/30/2011
File Name:	Limited License Friends of the Library			**Final Action:**	

Title: LIMITED LICENSE NO. LL-1112-5: LIMITED LICENSE TO PLACE ONE (1) GROUND BANNER AND FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM FRIENDS OF THE NORMAN LIBRARY FOR THE ANNUAL BOOK SALE TO BE HELD OCTOBER 14 THROUGH 17, 2011.

ACTION NEEDED: ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-5 to place one (1) ground banner and four (4) signs within the public rights-of-way pursuant to a request from Friends of the Norman Library; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 21

Attachments: Friends of Library Letter, Friends of Library Application, Location map Library, Library Book Sale

Project Manager: Wayne Stenis, Planner II

Entered by: Ellen.Usry@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 LL-1112-5

Body

BACKGROUND: Section 18-308 states:

Festival or Public Event Banners.

Signs announcing specific events or promotions that are of a legitimate public benefit to the community at large may be erected within the public right-of-way when authorized by a limited license granted by the City Council. The size, number, type and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION: The Friends of the Norman Public Library, a 501 (c) (3) organization, holds an annual book sale to benefit the Norman Public Library. This year's event occurs on October 14 through 17, 2011. They have requested approval to place one (3'x 10') banner and four (18"x24") signs around the library stating the dates of the event. The signs will be in use from September 23 through October 17, 2011.

A copy of the letter of request, with the specified locations and descriptions, is attached for reference. The locations are identical to those previously used and are acceptable.

STAFF RECOMMENDATION: The locations are acceptable and will not impact any designated sight triangles if properly placed. Staff has prepared the license in accordance with their request, and presents it to the Council for consideration. Additional conditions may be attached by Council. Other than the stipulated time frame and placement, staff has not suggested any, and does not oppose granting this limited license.

Friends of the Norman Library
P.O. Box 6308
Norman, OK 73070

29 August 2011

Brenda Hall
City Clerk
City of Norman
Norman, Oklahoma

Dear Ms. Hall:

The Friends of the Norman Library, a 501(c)(3) organization whose sole purpose is the support of the Norman Public Library, will conduct its annual book sale October 14 to 17, 2011 at the library. The purpose of this event is to offer used books for purchase by the public. All proceeds are used for the benefit of the Norman Public Library. We request a Limited License to place one large banner type sign and four yard sign type signs at various locations around the library from September 23 to October 17, 2011. The placement of the signs is delineated on the attached map obtained from the City Planning Department. Sizes of the signs are also specified on the map.

Thank you for your assistance in this matter. If there are any questions you may contact me at 360-4346. Any correspondence should be sent to my mailing address: P.O. Box 720335, Norman, Ok. 73070.

Sincerely yours,

Simon H. Rudnick
2011 Book Sale Co-chair

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER/SIGN

Date 8/29/2011

Name of Applicant SIMON H. RUDNICK, FOR FRIENDS OF THE NORMAN LIBRARY

Address P.O. BOX 720335 NORMAN, OK. 73070-4249 Telephone Number (405)360-4346

Number of Banners 1 BANNER 4 SIGNS

Location of Banners/Signs (If list is lengthy you may attach separate sheet or map)

SEE ATTACHED MAP

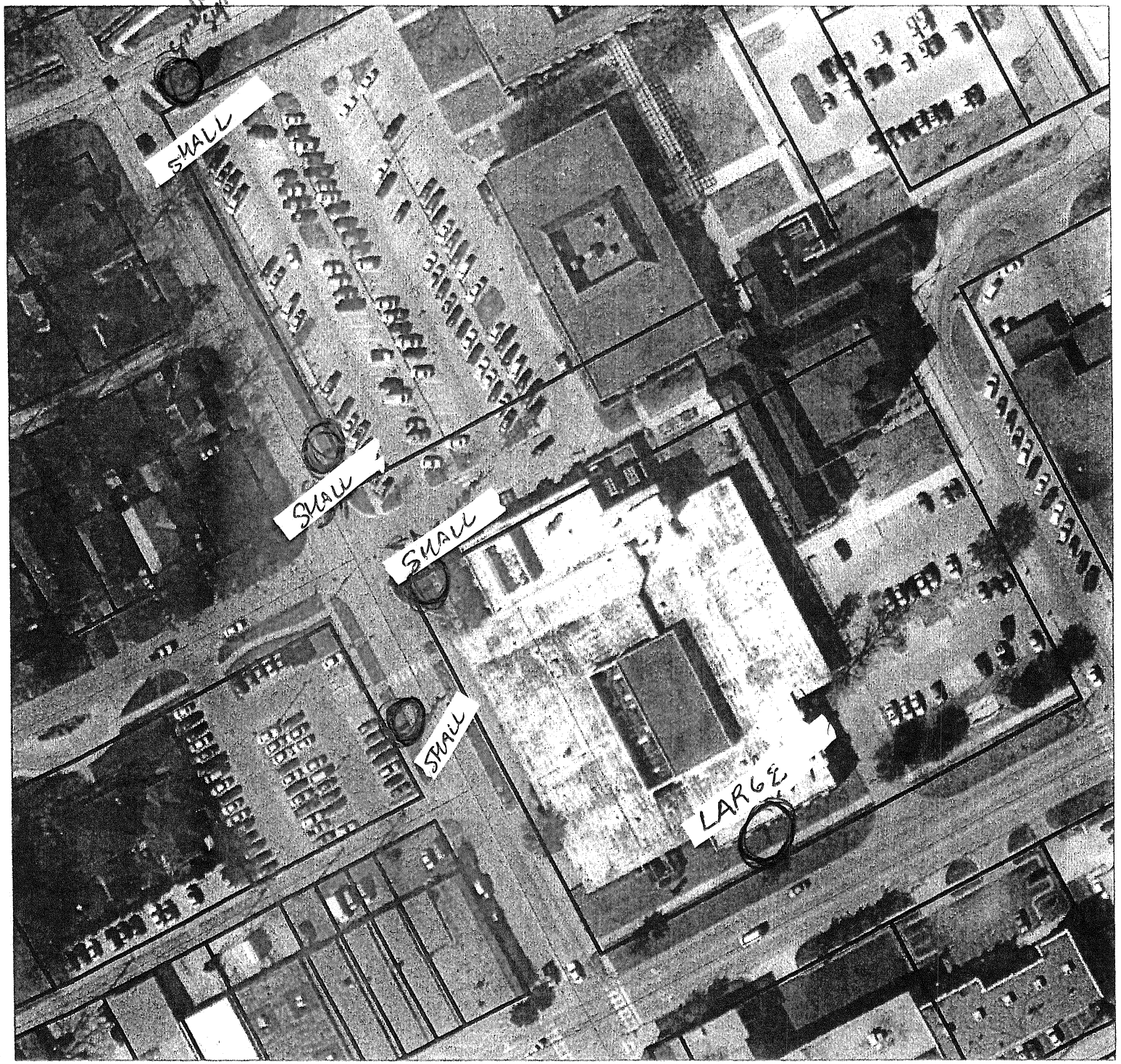
Banner/Sign Size BANNER 3' X 10'

SIGNS 18" X 24"

Type of Banner/Sign BANNER - YELLOW VINYL W/BLACK LETTERING
SIGNS - YELLOW COROPLAST W/BLACK LETTERING

Wording of Banner/Sign BOOK SALE OCT 14-17

Duration of Use SEP 23 - OCT 17, 2011



Pioneer Library

225 N Webster

Norman_bnd
Cline
Parcel

N
W E
S

1 Inch = 100 Feet

September 18, 2003

Map produced by the City of N
Geographic Information Systen
(405) 366-5436

The City of Norman assumes n
responsibility for errors or omis
in the information presented.

LIMITED LICENSE NO. 1112-5

LIMITED LICENSE TO PLACE ONE (1) GROUND BANNER AND FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FRIENDS OF THE NORMAN LIBRARY FOR THE ANNUAL BOOK SALE TO BE HELD OCTOBER 14 THROUGH `7, 2011.

An Application has been filed by the Friends of the Norman Public Library for a Limited License to place one (1) ground banner and four (4) signs within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the application which is incorporated herein and made a part hereof

License limited to a 25 day period from September 23 through October 17, 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 by City Council this 13th day of September, 2011.

CITY OF NORMAN

_____

Mayor

ATTEST:

_____

City Clerk

City of Norman, OK

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

Master

File Number: K-0405-127 Add #1

File ID:	K-0405-127 Add #1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 22	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**		**File Created:**	08/26/2011
File Name:	Amdmt #1 K-0405-127 NYSA			**Final Action:**	

Title: ADDENDUM NO. ONE TO CONTRACT NO. K-0405-127: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN YOUTH SOCCER ASSOCIATION FOR THE USE OF GRIFFIN COMMUNITY PARK.

ACTION NEEDED: Motion to approve or reject Addendum No. One to Contract No. K-0405-127 with Norman Youth Soccer Association; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 22

Attachments: Addendum #1 K-0405-127

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: suzanne.terry@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-0405-127 Add #1

Body

BACKGROUND: The Norman Youth Soccer Association, Inc. (NYSA) has successfully facilitated the youth soccer program at Griffin Community Park since 1990. On 23 February 2010, City Council approved Amendment No. One to Contract No. K-0405-127 extending the term of the contract five years, to expire in 2015.

DISCUSSION: Nationally, the sport of youth soccer has greatly increased in popularity over the course of the last twenty years. Due to the growth of Norman's soccer program, there is

an increased need for both practice and game fields.

In an effort to better accommodate the needs of NYSA we are recommending Addendum No. One to Contract No. K-0405-127.

The proposed Addendum adds the following provisions to the contract:

- NYSA will have use of fields one and two for practice or games.
- NYSA agrees to make fields one and two available to other sports associations when not in use by NYSA, given proper advance notice.
- NYSA agrees to pay the City for electricity costs on fields one and two at a rate of $3.20 per hour per field.
- NYSA has agreed to be responsible for maintenance of fields one through four.
- The terms of the addendum will be reviewed by the Parks and Recreation Department at the end of one year with the option to continue through the duration of the contract period. The addendum may be terminated at any time.

All other terms and conditions of Contract No. K-0405-127 shall remain unchanged.

RECOMMENDATION: It is recommended that City Council approve Addendum No. One to Contract No. K-0405-127, with the Norman Youth Soccer Association, Inc., for Use of Griffin Community Park for the Parks and Recreation Department.

Addendum Number One
Contract Number K-0405-127

In connection with Contract Number K-0405-127, by and between the City of Norman and the Norman Youth Soccer Association (NYSA) the following addition is hereby authorized this ____ day of _____, 2011:

1. The NYSA shall have use of Griffin Park Athletic Fields Number One and Two as shown on the drawing which is attached hereto and made a part hereof, for practice or games.

2. The NYSA agrees to consider and make available Griffin Park Fields One (1) and Two (2) during periods when fields are not scheduled for use by NYSA providing request for use by other sports associations is received at least 60 days in advance of requested dates. NYSA agrees that no fees may be charged to other sports associations for said field use other than those provided for in Contract Number K-0405-127.

3. The NYSA shall be responsible for reimbursing the City of Norman for the electricity used on said Fields One (1) and Two (2).

4. The NYSA agrees to be responsible for maintenance on said Fields One (1) through Four (4).

5. The NYSA agrees to pay the City for electricity costs on Fields One (1) and Two (2) at a rate of $3.20 per hour per field.

6. Term. This addendum shall be in effect for the period of one (1) year with the option to renew the addendum for the duration of Contract Number K-0405-127, upon agreement by both parties.

7. This addendum may be terminated at any time in accordance with the terms provided in Contract Number K-0405-127.

All other terms and conditions of Contract Number K-0405-127 shall remain unchanged.

Approved as to form and legality this 31st day of August, 2011.

Jean Hessner
City Attorney

Norman Youth Soccer Association

President

Attest:

Secretary/Treasurer

Subscribed and sworn to before me this 29th day of August, 2011.

Notary Public

My commission expires: 11-6-12
Commission number: 08011377

The City of Norman

Mayor

Attest:

City Clerk

City of Norman, OK

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

Master

File Number: K-0708-42 Amd 4

File ID:	K-0708-42 Amd 4	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 23	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$262,650.00	**File Created:**	08/23/2011
File Name:	K-0708-42 Amd 4 Wastewater Flow Metering			**Final Action:**	

Title: AMENDMENT NO. FOUR TO CONTRACT NO. K-0708-42: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN AN AMOUNT NOT-TO-EXCEED $262,650 TO PROVIDE PERMANENT WASTEWATER FLOW METERING SERVICES AND EXTENDING THE CONTRACT UNTIL AUGUST 27, 2013.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. Four to Contract No. K-0708-42 with RJN Group, Inc., in an amount not-to-exceed $262,650 and extending the contract until August 27, 2013; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 23

Attachments: Amendment 4 to K-0708-42, PR RJN

Project Manager: David Hager, Utilities Superintendent

Entered by: david.hager@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-0708-42 Amd 4

Body

BACKGROUND: In March 2002, the Norman Utilities Authority (NUA) approved Contract K-0102-50 with RJN Group, Inc. (RJN) to measure wastewater flows from satellite collection systems. Satellite systems are privately owned wastewater collection systems that discharge

into the NUA system. The scope of services included metering equipment selection, installation, calibration and software for data collection and reporting, and a one-year maintenance contract which ended March 31, 2003. The program began with the installation of 10 flow meters at discharge points serving the University of Oklahoma (OU). The contract was amended several times to authorize continued maintenance, data collection and reporting.

After five years, a Request for Proposal (RFP) was forwarded to interested engineering firms. On August 28, 2007, Contract K-0708-42 for Permanent Wastewater Flow Metering services was awarded to RJN in an annual amount not to exceed $150,000; the contract is renewable for five additional years. Under Contract K-0708-42, additional unit prices were provided to perform meter maintenance, if necessary, and to install a total of 19 meters. Additional meters were installed:

- - at discharges from several satellite systems such as mobile home parks and apartment complexes to determine if permanent meters were justified at these locations; and
- - to determine existing wastewater flows prior to improvements under the Sewer Maintenance Program (SMP). Post construction flows in these areas are also measured to determine the effectiveness of the sewer main replacements.

On August 28, 2008, the NUA approved Amendment No. 1 to the RJN contract extending the unit prices in the original contract through August 28, 2009. On August 25, 2009, the NUA approved Amendment No. 2 extending the contract through August 28, 2010 and allowing a price increase from $390 to $405 per meter per month. On August 28, 2010, the NUA approved Amendment No. 3 extending the contract through August 28, 2011 and allowing a 2% price increase from $405 to $412 per meter per month.

DISCUSSION: For proposed Amendment No. 4, staff requested that RJN provide costs for a two-year period ending August 27, 2013. The new unit price for data collection and reporting will increase 3% from $412 to $424 per meter per month. The proposed "not to exceed" contract amount of $262,650 is based on a total of 20 meters, contract duration of 24 months and provides funding for initial installations and meter repairs. The twenty metering installations are projected for use as follows:

- ten meters to document wastewater discharged monthly by OU which is then utilized for billing purposes pursuant to our contract with OU;
- six meters to measure dry and wet weather flows from the six major sewer interceptors entering the Wastewater Treatment Plant to allow basin by basin evaluation of infiltration and inflow (I/I) during rainfall events; and
- four additional meters for satellite systems or SMP evaluation as described above.

The Fiscal Year Ending 2012 (FYE12) budget included a new appropriation of $150,000. Combining these funds with unencumbered funds carried forward from FYE11 provides a current balance of $278,463 in wastewater account 321-5552-432.40-99 Sewer Maintenance Fund, Professional Services.

RECOMMENDATION: Staff recommends approval of Amendment No. 4 to Contract K-0708-42 with RJN Group, Inc. to perform extended wastewater flow monitoring services through August 27, 2013, in an amount not to exceed $262,650. Funds are available in account number 321-5552-432.40-99, Sewer Maintenance Fund, Professional Services.

AMENDMENT NO. 4

AMENDMENT TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR ENGINEERING SERVICES

This Amendment is made a part of the Agreement dated August 28, 2007 between the Norman Utilities Authority (OWNER) and RJN Group, Inc. (ENGINEER) for engineering design and installation services in connection with the Permanent Wastewater Flow Monitoring Project.

1. The Scope of Services of ENGINEER and Compensation as described in Attachment A of said Agreement are amended and supplemented as follows:

Scope of Services - Service and Data Management Period
The management period will be extended for a two year period under this amendment from August 28, 2011 through August 27, 2013.

Compensation
The compensation for amended services rendered by ENGINEER shall be set forth in the compensation table (compensation table included in attachment A).

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER:	ENGINEER:
Norman Utilities Authority	RJN Group, Inc.
Signature	Signature:
Chairman	Vice President
Title	Title
Date of Signature	8/23/11 Date of Signature
ATTEST	Ken Chudley ATTEST
Secretary	Karen A. Bennett Notary 8/23/11
Seal	Seal

KAREN A. BENNETT
MY COMMISSION EXPIRES
JANUARY 19, 2015

APPROVED as to form and legality this 26 day of August, 2011

City Attorney

ATTACHMENT A

SCOPE OF SERVICES

Project Initiation Period

Coordination

RJN shall review all information collected by the Norman Utilities Authority (NUA) to ensure a thorough understanding of the project background. A kick-off meeting with the NUA shall be conducted to develop a thorough understanding of the project, goals and to coordinate the routine and timely exchange of information.

Routine project team meetings shall be conducted with NUA representatives as necessary to review the project issues and status. RJN shall institute a safety program to be strictly followed throughout the entire duration of the project. All crews shall wear appropriate identification.

Site Investigation

RJN shall assist in selecting the specific monitoring points from a strategic and feasibility viewpoint. Site investigations shall involve the evaluation of the monitoring location to ensure sensor survivability and the ability to collect quality flow data. The investigation shall further include hydraulic evaluation for potential flow regimes including laminar, turbulent, backwater, and surcharged conditions.

The investigation shall also include evaluation and feasibility of site accessibility, telemetry, and power.

Equipment Selection

Based on the site selection investigation reports, the appropriate technologies shall be considered and evaluated to fulfill the project objectives. Equipment selection criteria shall consider the pipe size, anticipated flow ranges, telemetry method, operating principal, accuracy, data management requirements, and cost. A recommendation of the most practical technology for each site shall be provided to the NUA.

Installation Period

Flow Monitoring Equipment

RJN shall procure and deliver the monitoring equipment including sensors, installation bands, and necessary installation hardware. The NUA will be provided with a copy of the selected flow monitoring software. The NUA shall become the owner of the equipment and software at the time that Substantial Completion is reached.

The selected flow monitoring units shall be operated under battery power to allow for in-manhole installations without the necessity to bring permanent power to each site.

Expanded Memory – RJN shall procure the equipment with expanded memory to increase the data storage capabilities by four fold. This provides the opportunity for the flow monitoring equipment to continue to collect and store data in the event that telemetry is lost.

Installation

The equipment shall be installed according to the manufacturers recommendations by trained technicians. The flow monitors shall be capable of recording both depth and velocity components and shall be configured to obtain readings on 15 minute intervals.

The sensing equipment is typically installed on a thin metal ring for smaller pipe applications. For larger pipe installations over 42", the sensing equipment is generally installed on a flange or partial band. The cabling shall be secured to the manhole walls and attached to a data logger at the top of the manhole for easy access. Prior to leaving the site, each flow monitor shall be configured and activated at the site.

Each monitored location shall be calibrated at installation, which involves comparing the returned sensor values against independent devices. RJN staff shall acquire at least six calibrations at various flow levels.

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Telemetry

RJN shall recommend the most viable telemetry means which may include cellular or standard voice grade service. For standard voice grade service, RJN shall coordinate with the local phone provider to establish permanent service at each location. Phone cable shall be provided to the data logger and routed to the telephone network termination point (NTP). Modems shall be provided to establish remote telemetry capabilities. Phone service costs may vary depending on the installation and conduit requirements. RJN shall notify the NUA in the event that any installation may exceed the allotted amount.

Service and Data Management Period

The contract shall be in effect for a period of 2 years. The OWNER may terminate the contract in the event funding becomes insufficient.

Data Collection

Each flow meter shall be remotely collected and the data reviewed on a weekly basis. During each download operation, data shall be graphed to check for inconsistencies, gaps or adverse trends. The data shall be edited, processed and finalized on a monthly basis to generate final Q (flow) in addition to the depth and velocity readings.

RJN shall analyze data from each monitoring site for maintenance problems and predictive failure. Any modifications to the meter configuration or adjustments to the data based on field calibrations shall be logged. Data shall be initially reviewed for hydraulic conditions such as bottlenecks, surcharging, suspected overflows, and wet weather contributions. If requested, the data shall be reviewed on a monthly basis for trend analysis of I/I contributions, I/I reduction and significant capacity variations. Any significant variations from this baseline flow shall be reported to the OWNER. Indications of concern shall be reported immediately.

Equipment Maintenance and Service

Quarterly calibrations shall be performed by RJN and shall be reviewed against the measured sensor readings. On a quarter year interval, each site shall be visited to obtain hydraulic calibrations and to perform routine interrogation of the meters. Service or maintenance requirements shall be scheduled within 48 hours of data collection. RJN technicians shall then have 72 hours to make necessary adjustments or repairs. Any equipment found to be working improperly shall be repaired or replaced with a spare unit until the equipment is repaired. Field technicians shall maintain a service log for all activities performed.

RJN shall organize and maintain electronic records of the flow data. RJN shall further maintain a back-up record of all collected flow data. The data shall be made available to the NUA upon request.

RJN shall perform quarterly calibrations of the flow meter equipment. The calibration of the flow metering sites shall consist of comparing manual depth and velocity measurements to the flow meters measurements using independent devices.

RJN shall replace batteries during field visits according to the manufacturer's recommended battery replacement interval or as needed due to battery failure.

Monthly Deliverables

RJN shall provide a monthly summary of the flow data in the form of average flow for each site and total cost for billing purposes. The summary shall note any maintenance and service requirements in addition to any downtime that may have occurred.

The data shall include a monthly summary of the daily total flow, monthly minimum, average and maximum flow. Depth, velocity, and flow shall be represented in tabular and graphical formats. All monthly flow and data reports shall be delivered if requested in electronic formats to enable special reports to be generated by the NUA. Hard copies may be provided upon request. Electronic data shall be created using the selected manufacturer's software. Electronic data shall be compatible with Adobe and/or Microsoft Access and Excel.

SCHEDULE

RJN shall mobilize within 14 days of receipt of the written Notice to Proceed. RJN shall achieve Substantial Completion for the installation of the equipment within 60 days of the authorization by NUA to install the flow meters at the approved site locations. Upon receipt of Substantial Completion, the annual Service and Data Management Period shall commence on a site-by-site basis.

Limits of Responsibility

RJN shall not be responsible for any damages to the equipment caused by activities of others including, construction, vandalism, sewer cleaning, sewer maintenance, or utility trenching. The NUA shall not make any modifications or repair to the equipment without the prior consent of RJN. The NUA may authorize RJN to repair such damages on a time and material basis. RJN shall not be liable for any loss of data due to meter malfunction or causes beyond its control.

Payment of the monthly telephone and power utilities shall be the responsibility of the NUA, unless otherwise provided in the compensation table.

COMPENSATION

The NUA agrees to compensate RJN for these services based on the unit rate table below. Quantities under Services Upon NUA Request are estimated and may be adjusted by NUA. The total contract amount $262,650.00 shall not be exceeded unless authorized by NUA.

The NUA may request Additional Services that may not have been identified in the compensation table. The NUA may request a cost estimates from the Engineer for services that may include equipment repair or other flow monitoring related services for the NUA.

Description	Quantity	Unit Rate	Total
Quarter Service and Data Management			
OU Permanent Meters (24 mos. x 10 meters)	240 meter/mos.	$424 meter/mo.	$101,760.00
Norman Interceptor Meters (24 mos. x 6 meters)	144 meter/mos	$424 meter/mo.	$61,056.00
Additional Meters (24 mos. x 4 meters)	96 meter/mos	$424 meter/mo.	$40,704.00
Telemetry Cellular Billing (24 mos. x 8 Telem)[1/]	192 Telem/mos	$15 meter/mo.	$2,880.00
Subtotal			**$206,400.00**
Services Upon NUA Request – Additional Site Visits	**Units**	**Unit Rate**	**Total**
A. FM Equipment	2	$6,700.00/meter	$13,400.00
B. Equipment Installation or Relocation	2	$2,300.00/meter	$4,600.00
C. Telemetry Install (cellular)	2	$3,350.00/meter	$6,700.00
D. Mobilization (Relocate crews to Norman and maintenance) other than quarterly	14	$2,025.00/each	$28,350.00
E. Equipment Repairs[2/]	2/	2/	$3,200.00
Subtotal			**$56,250.00**
Total			**$262,650.00**

1/ Based on Verizon charges
2/ As needed per repair based on Manufacturer's invoice

PURCHASE REQUISITION NBR: 0000191035

STATUS: DEPARTMENT APPROVAL

REQUISITION BY: PJOHNSTON A
REASON: SERVICE AND DATA MANAGEMENT - OU FLOW METER CONTR
DATE: 8/30/11

SHIP TO LOCATION: PUB WKS - LINE MAINT
SUGGESTED VENDOR: 4217 RJN GROUP INC
DELIVER BY DATE: 6/30/23

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SERVICE AND DATA MANAGEMENT - OU FLOW METER CONTR COMMODITY: MISCELLANEOUS SERVICES, N SUBCOMMOD: TESTING AND MONITORING SE	262650.00	EA	1.0000	262650.00	08-30-11

REQUISITION TOTAL: 262650.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	32155524324099	Professional Services Other		100.00	262650.00
					262650.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PENDING COUNCIL APPROVAL OF AMENDMENT NO. FOUR TO
CONTRACT NO. K-0708-42 ON SEPTEMBER 13, 2011.

City of Norman, OK

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

Master

File Number: K-0809-45 Amd #2

File ID:	K-0809-45 Amd #2	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 24	**In Control:**	City Council
Department:	Police Department	**Cost:**		**File Created:**	08/22/2011
File Name:	Amendment 2 K-0809-45 Nextel West			**Final Action:**	

Title: AMENDMENT NO. TWO TO CONTRACT NO. K-0809-45: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEXTEL WEST CORPORATION TO PROVIDE ADDITIONAL EQUIPMENT, AND SERVICES AS PART OF THE FREQUENCY CONFIGURATION AGREEMENT FOR THE 800 MEGAHERTZ (MHZ) COMMUNICATION SYSTEM.

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

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 24

Attachments: Contract K-0809-45 Second Amendment to Frequency Reconfiguration Agreement.pdf

Project Manager: Lance Terry, Communications Center Supervisor

Entered by: kathy.lamar@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-0809-45 Amd #2

Body

BACKGROUND: Nextel West Corporation is under order from the Federal Communications Commission to stop interference within the 800 MHz radio band. This process is being funded by Nextel West Corporation and is at no cost to the City. Contract No. K-0809-45 was approved at a City Council meeting on December 23, 2008, and was executed by Nextel West Corporation on January 21, 2009. Since execution of the contract,

City staff and contractors have been deploying various radios to both internal City users and external users that operate under our FCC license(s). On August 25, 2009, Amendment No. One was approved by Council that added 25 additional replacement radios along with time and materials.

DESCRIPTION: During the deployment of the noted contract it has been determined that there is a need for additional equipment and services. It has been identified that there were 77 mobile radios and 74 handheld radios and necessary hardware that were not on the original inventory that needed to be replaced. Also identified was the retuning of an additional transmission repeater. The time for programming and deployment of the radios has been added in order for Nextel West Corporation to pay Stolz Telecom directly for their necessary time. The additional time for consulting and negotiations for this amendment was also added in the order for Nextel West Corporation to pay ACD Telecom. There is no charge to the City within this amendment. The City only receives equipment and reimbursement for hourly costs for employee labor.

RECOMMENDATION: Staff recommends approval of Amendment 2 to Contract No. K-0809-45.

SECOND AMENDMENT TO FREQUENCY RECONFIGURATION AGREEMENT

THIS SECOND AMENDMENT (the "Second Amendment") amends and revises that certain Frequency Reconfiguration Agreement (the "Agreement"), executed on January 21, 2009 and amended on September 9, 2009, by and between the **City of Norman**, an Oklahoma municipality ("Incumbent"), and **Nextel West Corp.** ("Nextel"), a wholly-owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation. Incumbent and Nextel may be referred to individually as "Party," or collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend Schedule C and Schedule D of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, through this Second Amendment, hereby agree to amend and revise the Agreement as follows:

Schedule C to the Agreement is revised and replaced in its entirety with the attached revised Schedule C.

Schedule D to the Agreement is revised and replaced in its entirety with the attached revised Schedule D.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in the First or Second Amendment, this Second Amendment shall control.

Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of Incumbent or Nextel.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Second Amendment as of this _____ day of _____, 2011.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

INCUMBENT:
City of Norman

Approved as to form and legality this ____ day of_____, 2011.

_____
Jeff Bryant, City Attorney

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

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

NEXTEL:
Nextel West Corp.

By:_____

Name:

Title:

SCHEDULE C

(REVISED)

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: NORMAN, CITY OF, OK PH II

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Sprint Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Sprint Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Sprint Nextel will pay Incumbent $40,081.61 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Sprint Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Sprint Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Sprint Nextel will pay each Vendor within 30 days after receipt by Sprint Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1. System Description: The City of Norman operates an 800 MHz trunked Smartnet radio system. This system is a 14 channel 2-site simulcast system which is integrated into the State of Oklahomas Smartzone network. Of the 14 current channels, 4 are NPSPAC voice only and will need to be reconfigured to the new NPSPAC band. The system is used jointly by the State of Oklahoma, City of Tulsa, City of Moore, City of Lawton, Cleveland County and other agencies.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	14	4
- Voice channels	14	4
- Home/Control channels	4	0
Repeater sites	2	2
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	34	34
Subscriber units reprogrammed	742	742
Subscriber units replaced	604	604
Subscriber units rebanded total	1380	1380
Entities operating on the system	6	6

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table

below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start	TBD		
Reconfiguration Planning		0	5
Reconfigure Subscriber Equipment (1st)		10	150
Reconfigure Infrastructure Equipment		165	30
Reconfigure Subscriber Equipment (2nd)		175	150
System Acceptance		325	10

3. Implementation Plan: The attached Implementation Plan and associated deliverables describe the reconfiguration implementation plan resulting from funds expended under the Planning Funding Agreement dated February 5, 2007, amended on April 30, 2007 and on September 26, 2007.

4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
I. Subscriber Equipment Reconfiguration • Removals of existing Motorola 800 MHz mobile radios from City of Norman Public Works vehicles. Work effort to consist of removing the radio, power cables/leads, mounting brackets, mobile antennas & line kits. (268hrs @ $80.00 /hr = $21,440.00) • Installation of new 800 MHz dash mount mobile radios for under dash or overhead console installations. Work effort will consist of the installation of new power cables/leads, new microphones, new mounting brackets, new mobile antennas and line kits. (268hrs @ $150.00 /hr = $40,200.00)	(Vendor) Total Radio	$61,640.00
• Technician - Subscriber Inv Evaluation/Deployment (67hrs @ $41.78 /hr = $2,799.26) • Technician - Deploy new portables (24hrs @ $41.78 /hr = $1,002.72) • Expenses for mobile installs (1 @ $16,000.00 /unit = $16,000.00) • Technician - Inventory control new/old equip (122hrs @ $41.78 /hr = $5,097.16) • Warehouse rental space (1 @ $5,000.00 /unit = $5,000.00)	(Incumbent) Norman	$51,258.02

• Technician - Create Subscriber Programming Files (140hrs @ $41.78 /hr = $5,849.20) • Program new subscriber equip (196hrs @ $41.78 /hr = $8,188.88) • Technician - Training specialist (80hrs @ $41.78 /hr = $3,342.40) • Manager - Training specialist (80hrs @ $43.48 /hr = $3,478.40) • Motorola training software (1 @ $500.00 /unit = $500.00)		
• Engineer - Subscriber Inv Evaluation/Deployment (48hrs @ $90.00 /hr = $4,320.00) • Technician - Inventory control new/old equip (61hrs @ $90.00 /hr = $5,490.00) • Technician - Create Subscriber Programming Files (120hrs @ $90.00 /hr = $10,800.00) • Technician - Re-program existing subscriber equip (765hrs @ $90.00 /hr = $68,850.00) • Technician - Program new subscriber equip (170hrs @ $75.00 /hr = $12,750.00) • Technician - Set up Control Stations (80hrs @ $90.00 /hr = $7,200.00) • Technician - Remove old freqs (1209hrs @ $45.00 /hr = $54,405.00) • Scanners (1 @ $6,000.00 /unit = $6,000.00)	(Vendor) Stolz Telecom	$169,815.00
II. Infrastructure Equipment Reconfiguration **a. Infrastructure Equipment Reconfiguration Services** • Service assistance for code plugs installation and testing (1 @ $960.00 /unit = $960.00)	(Vendor) Total Radio	$960.00
• Technician - Infrastructure inventory evaluation (5hrs @ $41.78 /hr = $208.90) • Technician - Migration methodology (5hrs @ $41.78 /hr = $208.90) • Technician - Proof of concept engineer (5hrs @ $41.78 /hr = $208.90) • Technician - Develop solution (5hrs @ $41.78 /hr = $208.90) • Technician - Observe ATP test (30hrs @ $41.78 /hr = $1,253.40) • Technician - Coverage acceptance (8hrs @ $41.78 /hr = $334.24)	(Incumbent) Norman	$2,423.24
• Engineer - Infrastructure inventory evaluation (36hrs @ $90.00 /hr = $3,240.00) • Engineer - Migration methodology (32hrs @ $90.00 /hr = $2,880.00) • Engineer - Proof of concept engineer (18hrs @ $90.00 /hr = $1,620.00) • Engineer - Develop solution (60hrs @ $90.00 /hr = $5,400.00)	(Vendor) Stolz Telecom	$96,860.00

• Engineer - Antennas and associated Feedline (1 @ $29,940.00 /unit = $29,940.00) • Engineer - Reconfigure Prime Site (1 @ $8,640.00 /unit = $8,640.00) • Engineer - Reconfigure Sarkey and Interop Sites (1 @ $19,440.00 /unit = $19,440.00) • Engineer - Reconfigure East Site (1 @ $4,320.00 /unit = $4,320.00) • Engineer - Create equip ATP plan (6hrs @ $90.00 /hr = $540.00) • Engineer - Coverage ATP plan (36hrs @ $90.00 /hr = $3,240.00) • Cash for purchase and installation of the upgrade to the Site Lens as outlined in the Motorola SAIR. (1 @ $17,600.00 /unit = $17,600.00)		
b. Infrastructure Equipment Reconfiguration Equipment/Software: • Host or Stand Alone Control Channel CORE - Model No:GW3-H-CORE (1 @ $8,400.00 /Each) • Activity by Talkgroup with Emergencies â€“ LIMIT 9 TGs. - Model No:GW3-Grp-LIMIT9 (1 @ $1,800.00 /Each) • System Activity Summary - Model No:GW3-SysSum (1 @ $950.00 /Each) • Affiliation / Deaffiliation Display - Model No:GW3-AFF (1 @ $1,000.00 /Each) • Archiving Limit - Model No:GW3-ARCH-LIMIT2 (1 @ $2,000.00 /Each) • SQL for Workgroups - Model No: GW3-SQL-WGP (1 @ $1,300.00 /Each) • Reports LIMITED - Model No:GW3-CoreRpt-LIMIT3 (1 @ $1,200.00 /Each) • Channel Status Display - Model No:GW3-CHAN (1 @ $2,500.00 /Each) • SWII output replacement - Model No:GW3-GSP-SWII (1 @ $900.00 /Each) • Trigger Monitor - Model No:GW3-TRIG (1 @ $1,700.00 /Each) • GenWatch3 Host ENTRY level Computer - Model No:GW3-HW-CPU2 (1 @ $5,850.00 /Each) • INSTALLATION - Genesis Integration of Software on to PC and Configuration - Model No: GW3-INST (1 @ $1,000.00 /Each) • TRAINING - 1 day travel + 2.5 days installation, training, observation, .5 days travel home, 3 nights stay, mileage(240*2+30), day rate - Model No:GW3-TRAIN (1 @ $5,517.00 /Each) • SHIPPING - Pre-ship of HW to City of Norman - Model No:GW3-SHIP (1 @ $130.00 /Each) • SUPPORT - One YearÂ of Total Support @	(Vendor) Genesis	$37,401.00

9.5% of Software -1 year. - Model No: GW3-MTSÂ (1 @ $2,066.00 /Each) • Motorola OSW License Fee (5% of Software, minus RCM modules) - Model No:GW3-MOTOSWL (1 @ $1,088.00 /Each)		
• CPS for ASTRO 25 Portable Radio - Model No:RVN4185AA (1 @ $265.00 /Each) • CPS for ASTRO 25 Mobile Radio - Model No:RVN4181AA (1 @ $265.00 /Each) • CPS for MTS2000 - Model No:RVN4176U (1 @ $279.00 /Each) • CPS for MCS2000 Mobile - Model No: RVN4175V (1 @ $263.00 /Each) • CPS for ASTRO SPECTRA - Model No:RVN4183V (1 @ $276.00 /Each) • Programming cables for Quantar (2 @ $59.06 /Each) • RSS for QUANTAR/QUANTRO Base Station (1 @ $280.00 /Each) • Programming cables and software for MTC3600 (1 @ $1,000.00 /Each) • MTC3600 Controller Codeplugs (4 @ $2,336.00 /Each)	(Vendor) Total Radio	$12,090.12
III. Professional Services Costs • PM - Overall Program Manager (360hrs @ $225.00 /hr = $81,000.00) • Expenses (1 @ $5,400.00 /unit = $5,400.00)	(Vendor) ACD	$86,400.00
• Subscriber Program Manager (60hrs @ $42.50 /hr = $2,550.00) • Subscriber travel expenses (1 @ $1,500.00 /unit = $1,500.00) • Technician - Infrastructure Program Manager (260hrs @ $41.78 /hr = $10,862.80) • Infrastructure travel expenses (1 @ $1,000.00 /unit = $1,000.00) • Technician - Norman team tech support (40hrs @ $41.78 /hr = $1,671.20) • Manager - Develop programming schedule & coordinate with user agencies (92hrs @ $43.48 /hr = $4,000.16) • Technician - Coordinate & escort personnel to sites (96hrs @ $41.78 /hr = $4,010.88)	(Incumbent) Norman	$25,595.04
IV. Contracts and Legal Costs • Legal (12hrs @ $73.91 /hr = $886.92)	(Incumbent) Norman	$886.92
• Legal Fees to Negotiate FRA, participate in mediation and draft PRM's. (54hrs @ $400.00 /hr = $21,600.00)	(Vendor) Keller & Heckman	$21,600.00
Amendment - 1 (Previous)		

Description of Work To Be Performed	Payee	Estimated Cost(s)
I. Subscriber Equipment Reconfiguration • Technician - Re-program existing subscriber equip (50 @ $90.00 /unit = $4,500.00) • Technician - Program new subscriber equip (27 @ $75.00 /unit = $2,025.00)	(Vendor) Stolz Telecom	$6,525.00
Amendment - 2 (New)		
Description of Work To Be Performed	**Payee**	**Estimated Cost(s)**
I. Subscriber Equipment Reconfiguration • Technician - Subscriber Inv Evaluation/Deployment (151 units @ 0.50 hrs each @ $41.86 /hr = $3,160.43) • Program new subscriber equip (151 units @ 0.25 hrs each @ $41.78 /hr = $1,577.20)	(Incumbent) Norman	$4,737.63
• Install Dash Mount Radio in Public Safety Vehicle (16 @ $350.00 /unit = $5,600.00) • Install Remote Mount Radio in Public Safety Vehicle (58 @ $450.00 /unit = $26,100.00) • Rebanding Labor - New Radio First Touch (151 @ $75.00 /unit = $11,325.00) • Rebanding Labor - Radio Second Touch (151 @ $45.00 /unit = $6,795.00) • Install New Control Station (3 @ $450.00 /unit = $1,350.00)	(Vendor) Stolz Telecom	$51,170.00
II. Professional Services Costs • Additional Project Management (2 hours per month for 22 months) (22 units @ 2.00 hrs each @ $225.00 /hr = $9,900.00) • PM - Overall Program Manager (25hrs @ $225.00 /hr = $5,625.00) Reallocation of costs from the City of Norman • Expenses (1 @ $500.00 /unit = $500.00) • Project Management (13.33hrs @ $225.00 /hr = $2,999.25)	(Vendor) ACD	$19,024.25
Reallocation of costs to ACD • Infrastructure Travel Expense (-1 @ $500.00 /unit = ($500.00)) • Manager - Develop programming schedule & coordinate with user agencies (-44hrs @ $43.48 /hr = ($1,913.12)) • Technician - Coordinate & escort personnel to sites (-26hrs @ $41.78 /hr = ($1,086.28))	(Incumbent) Norman	($3,499.40)
Amended Cost Totals:		
Norman	Incumbent	$81,401.45

Total Radio	Vendor	$74,690.12
Stolz Telecom	Vendor	$324,370.00
ACD	Vendor	$105,424.25
Keller & Heckman	Vendor	$21,600.00
Genesis	Vendor	$37,401.00
Total Estimated Costs		$644,886.82

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

Signature: _____
Print Name: _____
Title: _____
Phone Number: _____
E-mail: _____
Date: _____

SCHEDULE D

NORMAN, CITY OF, OK PH II

Replaces Previous Schedule D

1) Loaned Reconfiguration Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
2		Battery eliminator	REX4424A	New
2		XTS2500/1500 Battery Eliminator	AA0180305G54	New
2		PROGRAMMING CABLE, USB, XTS2500	RKN4105A	New
4		CABLE, CH PROGRAMMING USB (GCAI)	HKN6184A	New
2		XTL5000 W series remote power cables	YKN4261A	New
6		MOBILE PWR CBL HIPWR	HKN-4191B	New
4		10' Astro power cables	HKN6170A	New
4		CABLE, PROGRAM, MCS 2000	RKN4062B	New
4		MCS2000 Programming cable	RKN4063B	New
4		MCS2000 dash mount power cable	HKN6128A	New
4		MCS2000 Remote mount power cable	HKN6111B	New
2		Program cable for high power spectra	0180300B10	New
2		CABLE, ASSY.RIB TO SPECTRA 900	3080369B73	New
2		Astro Spectra remote mount power cable	HKN4192B	New
4		SRIB INERFACE BOX	RLN1015D	New
4		SRIB AC PWR PAK 110V	0180302E27	New
4		BATTERY PACK, SMART RIB	RLN4488A	New
4		COMPUTER RIB CABLE	3080390B48	New
4		COMPUTER RIB CABLE	3080390B49	New
2		CABLE, PROGRAMMING	3080369E32	New
4		Programming cable for MTS2000	RKN4035D	New

2) Replacement Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
5		SW Flash Kit-Mobile	299-RBSK-002	New
5		SW Flash Kit-Mobile	299-RBSK-004	New
4		SW Flash Kit-Portable	299-RBSK-001	New
268		7/800MHZ Complete Radio,NO SW Options,DASH-MT, ENCRYPTED HW, Mic, Accessory Interface Cable, Power / Battery Interface Cable, Wiring Harness, Mounting Bracket, New Housing	242-537G-001AAYB6	New
268		SmartZone & SMARTNET System Option	299-RBOM-002	New
3		PC Configure Programming Kit (Mobile, USB cable)	250-5300-104	New
1		Operation Manual - 5300	002-5300-70000CD	New
1		Service Manual - 5300	001-5300-70000CD	New
94		7/800MHZ Complete Radio,No SW Options, includes DISPLAY and	242-517B-810YY6	New

		SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing		
94		SmartZone & SMARTNET System Option	299-RBOP-002	New
94		Spare Battery (NiMH)	587-5100-362	New
94		Speaker Microphone	589-0015-057	New
48		Leather Case w/D-Swivel Belt Loop, Model II / III	585-5100-14004	New
3		PC Configure Programming Kit (Portable, USB cable)	250-5100-104	New
1		Operation Manual - 5100	002-5100-72000CD	New
1		Service Manual - 5100	001-5100-70002CD	New
		Amendment #1		
-94		Speaker Microphone	589-0015-057	New
70	EFJ	7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
70	EFJ	SmartZone & SmartNet System Option	299-RBOP-002	New
70	EFJ	Leather Case w/D-Swivel Belt Loop, Model II/III	585-5100-14004	New
52	EFJ	Single Rapid Vehicle Charger	DC-1 EFJ-3	New
52	EFJ	Hard Wire Kit for DC-1, 10ft	PC-DC1-10	New
70	EFJ	Spare Battery (NiMH)	587-5100-362	New
94	EFJ	Single Bay Tri-Chem Charger w/Switched P/S Rapid Rate	250-5100-315	New
70	EFJ	Single Bay Tri-Chem Charger w/Switched P/S Rapid Rate	250-5100-315	New
1	EFJ	PC Tune Kit, Portable & Mobile (SW / manual CD, mobile / portable tuning HW)	250-5400-005	New
9	EFJ	7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
9	EFJ	SmartZone & SmartNet System Option	299-RBOP-002	New
9	EFJ	Spare Battery (NiMH)	587-5100-362	New
9	EFJ	Single Bay Tri-Chem Charger w/ Switched P/S Rapid Rate	250-5100-315	New
16	EFJ	7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
16	EFJ	SmartZone & SmartNet System Option	299-RBOP-002	New
16	EFJ	Leather Case w/D-Swivel Belt Loop, Model II/III	585-5100-14004	New
16	EFJ	Single Rapid Vehicle Charger	DC-1 EFJ-3	New
16	EFJ	Hard Wire Kit for DC-1, 10ft	PC-DC1-10	New
16	EFJ	Spare Battery (NiMH)	587-5100-362	New
16	EFJ	Single Bay Tri-Chem Charger	250-5100-315	New

		w/Switched P/S Rapid Rate		
3	EFJ	Multi-Unit Charger Kit (6-unit) Normal Rate	250-5100-360	New
38	EFJ	SW Flash Kit-Portable	299-RBSK-003 SW Flash Kit-Portable ES or Series 6 (per radio)	New
12	EFJ	SW Flash Kit-Mobile	299-RBSK-004 SW Flash Kit-Mobile/CS ES or Series 6 (per radio)	New
		Amendment #2		
74		7/800MHZ Complete Radio, No SW Options, includes DISPLAY and DTMF, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
74		SmartNet Operation	299-RBOP-001	New
77		7/800MHZ Complete Radio, NO SW Options, REMOTE-MT, ENCRYPTED HW, Mic, Accessory & Remote Interference Cable, Power / Battery Interface Cable, Wiring Harness, Mounting Bracket, New Housing (No Charge for 700 MHz capability)	242-537H-001AAYB6	New
77		SmartNet Operation	299-RBOM-001	New
3		15 amp / 120 volt Power Supply, Cabinet, and radio power cable	250-4001-202	New
87		5" Remote Speaker	250-0151-006	New
10		Single Unit Charger	250-5100-315	New
17		Multi-Unit Charger Kit (4-unit) 68 Total Banks Replaces 11 - 6 Bank Chargers	250-5100-365	New
126		Spare Battery (NiMH)	587-5100-362	New
50		Lapel Microphones	589-0015-057	New
1		Micor Transmitter High Stability reference oscillator	On File with SN	New
1		Micor Receive Channel Element	KXN1068	New
1		Micor Transmitter Channel Element	KXN1068	New
10		15 amp 120V Power Supply with cabinet and radio power	250-4001-202	New
10		5300 Series Desktop Microphone (13-pin)	589-0012-02201	New

3) Replaced Equipment (to be delivered to Nextel prior to Closing)

Quantity	Manufacturer	Description	Model Number
268	Motorola	LCS2000 Mobile Radio (each with SmartNet operation, control head and mic)	LCS2000
94	Motorola	LTS2000 Portable Radio (each with SmartNet option, antenna and at least one battery)	LTS2000
1		Site Lens Workstation	
1		Workstation for SWII	
		Amendment #1	
70	Motorola	LTS2000 Portable Radio (each with SmartNet option, antenna and at least one battery)	LTS2000

70	Motorola	Carry Case Leather w/ 3" swivel belt loop	Carry Case
52	Motorola	XTS Vehicular Charger	Charger
70	Motorola	Spare HiCap Battery	Battery
94	Motorola	Desktop Charger	Charger
70	Motorola	Desktop Charger	Charger
9	Motorola	LTS2000 Portable Radio (each with SmartNet option, antenna and at least one battery)	LTS2000
9	Motorola	Spare Battery	Battery
9	Motorola	Desktop Charger	Charger
16	Motorola	LCS2000 Mobile Radio (each with SmartNet operation, control head and mic)	LCS2000
		Amendment #2	
19	Motorola	LTS2000 Portable Radio (each with SmartNet operation, antenna and at least one battery)	LTS2000
55	Motorola	MTX820S Portable Radio (each with SmartNet operation, antenna and at least one battery)	MTX820S
74	Motorola	Spectra Mobile Radio (each with control head and microphone)	Spectra
3	Motorola	Spectra Consolette	Spectra Consolette
87		Remote Speaker	Remote Speaker
10		Single Bank Charger	Single Charger
11		6-Bank Charger	6-Bank Charger
126		Spare Battery	Battery
50		Lapel Microphone	Lapel Microphone
1		Micor High Stability Oscillator	Oscillator
1		Micor Receive Channel Element	RX Channel Element
1		Micor Transmitter Channel Element	TX Channel Element
10		15 Amp Power Supply	Power Supply
10		Desktop Microphone	Desktop Microphone

4) Motorola Schedule D Equipment (to be provided by Motorola) – Motorola radios and flash- kits and accessories only

a) Reserved

b) Motorola Subscriber Services will not be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
728	FlashKit			FlashKit
70	XTS2500 RB III Portable Radio Kit (each with H335 HiCap batteries)	SmartZone		XTS2500 RB III
70	Carry Case Leather w/ 3" swivel belt loop			NNTN4115
164	Remote Microphone			NMN6191
52	XTS Vehicular Charger			NTN9176C
70	Spare HiCap Battery			NTN9858
4	Programming cable for MTS2000			RVN4176U
	Amendment #1			
-70	XTS2500 RB III Portable Radio Kit	SmartZone		XTS2500 RB III

	(each with H335 HiCap batteries)			
-70	Carry Case Leather w/ 3" swivel belt loop			NNTN4115
-52	XTS Vehicular Charger			NTN9176C
-70	Spare HiCap Battery			NTN9858

5) Motorola Replaced Equipment (to be delivered to Motorola within 30 days of receipt of Motorola Schedule D Equipment)

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
70	LTS2000 Portable Radio (each with antenna and at least one HiCap battery)	SmartNet			LTS2000
70	Carry Case Leather w/ 3" swivel belt loop				
164	Remote Microphone				
52	XTS Vehicular Charger				
70	Spare HiCap Battery				
118	Leather Carry Case				
	Amendment #1				
-118	Leather Carry Case				
-70	LTS2000 Portable Radio (each with antenna and at least one HiCap battery)	SmartNet			LTS2000
-70	Carry Case Leather w/ 3" swivel belt loop				Carry Case
-52	XTS Vehicular Charger				Charger
-70	Spare HiCap Battery				Battery

City of Norman, OK

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

Master

File Number: K-0910-172 Chg #1

File ID:	K-0910-172 Chg #1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 25	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$40,504.88	**File Created:**	08/29/2011
File Name:	Chg Order #1 K-0910-172 Red Cliff, Inc.			**Final Action:**	

Title: CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-172: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RED CLIFF, INC., INCREASING THE CONTRACT AMOUNT BY $40,504.88 AND EXTENDING THE CONTRACT BY 165 CALENDAR DAYS FOR THE RAW WATER LINE PROJECT, PHASE I.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Change Order No. One to Contract No. K-0910-172 with Red Cliff, Inc., increasing the contract amount by $40,504.88 and extending the contract by 165 calendar days; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 25

Attachments: K-0910-172 Change Order

Project Manager: Chris Mattingly, Water Treatment Superintendent

Entered by: chris.mattingly@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-0910-172 Chg #1

Body

BACKGROUND: The Norman raw water line conveys water from Lake Thunderbird to the Water Treatment Plant (WTP). The raw water line begins at the lake as a 33-inch concrete line and extends west 5.7 miles where it reduces to a 30-inch concrete line. The 30-inch line continues west another 2.25 miles terminating at the WTP.

On November 14, 2006 the Norman Utilities Authority (NUA) approved Contract K-0607-96 authorizing Garver Engineers, LLC., to provide all associated design services for the project. Progress on the project was slowed due to difficulty with easement acquisitions.

On July 27, 2010, the NUA awarded the bid to Red Cliff, Inc. of El Paso, Texas and a contract was executed in the amount of $3,171,711. Construction began on September 27, 2010 and was scheduled to be complete by March 26, 2011.

DISCUSSION: An oversight in the original contract signed did not capture the intended length of project time as agreed to in the Mandatory Pre-bid Conference. All contractors bidding stated that the project needed at least 270 days to complete rather than the 180 originally stated in the contract documents. Addendum #2 was issued as part of the official bid documents yet the contractor inadvertently submitted the wrong contract for execution by both parties. This will be corrected with this change order.

Red Cliff requested that the Fiberglass Reinforced Polymer pipe be bedded with a 3/8" chip in lieu of sand as specified in the City's standard specifications for water pipe. The 3/8" chip provides more stability for the pipe and a better end product for the City, but does cost more than sand bedding. To offset the additional cost, the contractor recommends eliminating some of the fittings at the 60th Avenue vault that will not have any impact to the functionality of the pipeline, but were included for constructability purposes. Red Cliff has confirmed that they can make the tie-in connections without these additional fittings.

The existing raw water line was not located as shown on old documented plans and specification provided by the Bureau of Reclamation. This required the contractor to provide additional thrust blocking effort since three were installed as "reverse thrust blocks" with forms and rebar required. The engineer and staff both recommend this additional work provided by the contractor is warranted additional compensation since it was not shown on the as-built plans.

The final tie-ins will require two large vaults at each end of the new pipe to be installed. The contractor estimates it could take up to 2 days per connection requiring the water supply to be shut down. Due to such a dry summer, staff was not willing to allow the contractor to make final tie-ins for the raw water line at this time. Staff estimates our current water demand will not allow such tie-in until winter months. Garver has negotiated a change order to officially pause the project until November 15, 2011 when peak water demand subsides. The contractor is not requesting additional compensation for re-mobilization, but is requesting additional time.

The design engineer, staff, and Red Cliff, Inc. concur with the modifications and are in agreement to the cost increase of $40,504.88 for Change Order No. 1 with a 165-calendar day increase in contract time. Upon approval, the revised contract amount will be $3,212,215.88

and the revised contract end date will be December 29, 2011. This is an increase of 1.3% to the original contract.

Currently, the contractor has been paid $2,304,371.70 of the original $3,171,711 contract. Norman Raw Water Line (Phase I) is funded with WB0051, construction account (031-9356-462.61-01) and unencumbered funds in the amount of $887,260 are available.

RECOMMENDATION: Recommend the NUA approve Change Order No. 1 to Contract K-0910-172 with Red Cliff, Inc. increasing the contract amount by $40,504.88 for a revised contract amount of $3,212,215.88 and increasing the contract time by 165 calendar days.

CHANGE ORDER SUMMARY
NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE: August 22, 2011

CHANGE ORDER NO.: 1

CONTRACT NO.: Contract K-0910-172

PROJECT: Raw Water Line - Phase I

CONTRACTOR: Red Cliff, Inc., 3800 Doniphan Drive, El Paso, TX 79922

	Contract Time	Contract Amount
ORIGINAL:	180 calendar days	$3,171,711.00
PREVIOUS CHANGE ORDERS:	0 calendar days	$0.00
THIS CHANGE ORDER:	165 calendar days	$40,504.88
REVISED AMOUNT:	345 calendar days	$3,212,215.88

ORIGINAL START DATE: September 27, 2010

ORIGINAL COMPLETION DATE: March 26, 2011

PREVIOUS COMPLETION DATE: March 26, 2011

SUSPEND CONTRACT TIME DATE: July 25, 2011

COMMENCE CONTRACT TIME: November 15, 2011

NEW COMPLETION DATE: December 29, 2011

DESCRIPTION	CONTRACT TIME	CONTRACT AMOUNT
Contract time modification to be consistent with Addendum #2 to the bid documents. Change 180 calendar days to 270 calendar days.	90	$0.00
Contract Modification Request #1	0	$0.00
Contract Modification Request #2	10	$40,504.88
Contract time modification that allows the contractor to suspend work until after the City's peak water demand subsides so the existing raw water line can be temporarily taken out of service in order to construct the connections to the new line.	65	$0.00

SUBMITTED BY CONTRACTOR: Red Cliff, Inc. Date: 8-23-11

RECOMMENDED BY ENGINEER: Garver, LLC Date: 8/24/11

APPROVED AS TO FORM AND LEGALITY: City Attorney Date: 8/31/11

ACCEPTED BY NORMAN UTILITIES AUTHORITY: Chairman Date: _____

1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

Contract Modification Request

MODIFICATION REQUEST NO: 1

CONTRACTOR: Red Cliff Construction

PROJECT: Norman Raw Waterline CONTRACT NO: K-0910-172

OWNER: City of Norman

ENGINEER: Garver

REFERENCE TO: SPEC: Misc. DWG: Misc.

REQUESTED BY: Red Cliff Construction DATE: November 4, 2010

The following modification(s) to the Contract are hereby requested (use additional pages if required):

Item 1. Substitute 3/8 chip for sand as the pipe bedding from station 10+00 to 142+40, and raise bury depth from station 137+00 to 142+15

Item 2. Deletion of bypass fittings on 60th Ave vault.

Item 3. Addition of 48-inch FRP Restrained Cap at the 60th Ave vault.

Reason for Modification(s) Request:

Item 1. Adds additional pipe stability and provides convenience to the conractor.

Item 2. Contractor's proposed construction sequencing does not require the temporary bypass.

Item 3. End cap will be required for future connection, if bypass fittings are not installed.

Cost for Modification(s) Request

Item 1. $40,600.00 Addition (Negotiated Price)

Item 2. $55,300.00 Deduct (Bid Price)

Item 3. $14,700.00 Addition (Bid Price)

See Page 2 for detealed cost breakdowns.

CMR Proposed Amount or Price		Proposed Contract Times		
This Contract Modification (Add/Deduct)	$0.00	This Contract Modification (Add/Deduct)	0	Days

Requested by Contractor	Recommended by Engineer
By:	By:
Date: 11/11/10	Date: 11/11/10

Cost Breakdown for Contract Modification(s) Request

Item 1 – Negotiated Prices

Category	Description	Unit	Quantity Adjustment	Unit Cost	Amount
DEDUCT - SAND BEDDING					
Material	6-foot wide pipe bedding with sand	TON	(6,384.49)	$5.00	($31,922.45)
Labor	Placing and compacting sand bedding	LF	(13,179.00)	$4.40	($57,987.60)
Equipment	Placing and compacting sand bedding	LF	(13,179.00)	$7.22	($95,152.38)
OH & P	Overhead and Profit			17.16%	($31,756.71)
ADDITION - 3/8-INCH CHIP BEDDING					
Material	6-foot wide pipe bedding with 3/8-inch chip	TON	6,703.72	$15.55	$104,242.85
Labor	Placing 3/8-inch chip bedding	LF	13,179.00	$4.08	$53,770.32
Equipment	Placing 3/8-inch chip bedding	LF	13,179.00	$7.22	$95,152.38
OH & P	Overhead and Profit	LF	13,179.00	2.25%	$5,703.61
DEDUCT - REDUCED TRENCH EXCAVATION DEPTH FROM STA. 137+00 TO 142+15					
Labor	Reduced trenching depth	HR	(1.50)	$237.14	($355.71)
Equipment	Reduced trenching depth	HR	(1.50)	$587.95	($881.93)
OH & P	Overhead and Profit			17.16%	($212.38)
TOTAL ADDITION FOR ITEM 1					**$40,600.00**

Item 2 – Bid Prices

Item No.	Description	Unit	Quantity Adjustment	Bid Unit Price	Amount
BASE BID					
18	24 INCH TAPPING VALVE	EA	(1.00)	$18,100.00	($18,100.00)
19	24 INCH X 36 INCH TAPPING SLEEVE	EA	(1.00)	$12,000.00	($12,000.00)
ALTERNATE NO. 1					
3	24 INCH AWWA C950 FRP PIPE 150 PSI	LF	(5.00)	$460.00	($2,300.00)
5	48 INCH FRP 45 DEGREE BEND	EA	(1.00)	$7,400.00	($7,400.00)
27	48 INCH FRP REKA COUPLING	EA	(1.00)	$2,500.00	($2,500.00)
34	48 INCH X 24 INCH FRP REDUCER	EA	(1.00)	$13,000.00	($13,000.00)
TOTAL DEDUCT FOR ITEM 2					**($55,300.00)**

Item 3 – Bid Price

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Amount
ALTERNATE NO. 1					
32	48 INCH FRP CAP	EA	1.00	$14,700.00	$ 14,700.00
TOTAL ADDITION FOR ITEM 3					**$14,700.00**

TOTAL CONTRACT MODIFICATION COST	**$0.00**

1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

Contract Modification Request

MODIFICATION REQUEST NO: 007-A

CONTRACTOR: Red Cliff

PROJECT: Norman Raw Waterline PROJECT NO: 06420630

OWNER: City of Norman

ENGINEER: Garver

REFERENCE TO: SPEC: Reverse Thrust Blocks DWG:

REQUESTED BY: Red Cliff DATE: 4/27/11

The following modification(s) to the Contract are hereby requested (use additional pages if required):

Red Cliff is requesting an increase to the contract price and contract time

Reason for Modification(s) Request:

Per the request of the Engineer Red Cliff has prepared pricing to install reverse thrust blocks at 3 locations on the project.

STA: 130+12, STA: 140+80.25, and STA: 117+45. This style of thrust restraint requires significant additional resources' than typical thrusts blocks require and therefore an increase to the contract price is warranted. Red Cliff has included the credits for the original style of thrust blocks in this proposal.

Attachments (List Supporting Documents):

Red Cliff Extra Work Reports Numbered 1-3, 5-9,,11, 12, 13, and 14

CMR Proposed Amount or Price		Proposed Contract Times		
This Contract Modification (Add/Deduct)	$40,504.88	This Contract Modification (Add/Deduct)	10	Days

Contractor	Engineer
By:	By:
Date: 4-26-11	Date: 5/17/11

Norman Raw Waterline Phase 1

RED CLIFF

Project #: 1007 | Date: 4/27/11
Contract K-0910-172, WB 005 | Extra Work # 001
Location: STA: 130+12 22.5 Degree Bend Day 1

DESCRIPTION OF WORK PERFORMED:

Pricing to include materials,excavation of pipe, hand digging 2ft under pipe, and rebar placement.

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7	1	10	n	167.58	244.83	2448.30
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	10	n	16.17	16.17	161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW	1	10	n	1.77	6.12	61.20
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box	1	10	n	22.16	22.16	221.60
1 Ton Flat bed Truck	1	10	n	22.02	22.02	220.20
					0.00	0.00
					0.00	0.00
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					0.00	0.00
					0.00	0.00
					TOTAL	$ 3,113.00

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	10.00	30.00	45.00	330.00
Foreman	10.00	30.00	45.00	330.00
Opert #1	10.00	22.00	33.00	242.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer		16.00	24.00	
Bottom Man		16.00	24.00	
Top Man		16.00	24.00	
Rebar Tier	10.00	16.00	24.00	176.00
Concrete Journeyman	10.00	22.00	33.00	242.00
Rebar Tier	10.00	16.00	24.00	176.00
Rebar Tier	10.00	16.00	24.00	176.00
			Total	$ 1,672.00

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ 702.24
Per Diem	EA	7.00	$ 20.00	$ 140.00
Other			$ -	$ -
			Total	$ 842.24

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
Concrete	Dolese	32.4	81.5	$ 2,644.27
Rebar	CMC	1	965	$ 965.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ 3,609.27

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ 251.42
Markup On Equipment	10%	$ 311.30
Markup On Material	10%	$ 360.93
Markup On Subcontractors	10%	$ -
Overhead	10%	$ 923.65
Bond	2.0%	$ 184.73
	Total	$ 2,032.03

Sub-Total Before Taxes		$ 11,268.54
Applicable Tax	0.0000%	$ -

This Report: $ 11,268.54

Credit / Deduct 100.00% $ 11,268.54

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

RED CLIFF

Norman Raw Waterline Phase 1

Project #:	1007	Date:	4/27/11
Contract	K-0910-172, WB 005	Extra Work #	002
Location:	STA 130+12 22.5 Bend Day 2		

DESCRIPTION OF WORK PERFORMED:

Pricing includes placement of rebar, tying rebar, and pouring concrete.

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7	1	10	n	167.58	244.83	2448.30
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	10	n	16.17	16.17	161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW	1	10	n	1.77	6.12	61.20
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box	1	10	n	22.16	22.16	221.60
1 Ton Flat bed Truck	1	10	n	22.02	22.02	220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ 3,113.00

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	10.00	30.00	45.00	330.00
Foreman	10.00	30.00	45.00	330.00
Opert #1	10.00	22.00	33.00	242.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer		16.00	24.00	
Bottom Man		16.00	24.00	
Top Man		16.00	24.00	
Rebar Tier	10.00	16.00	24.00	176.00
Concrete Journeyman	10.00	22.00	33.00	242.00
Rebar Tier	10.00	16.00	24.00	176.00
Rebar Tier	10.00	16.00	24.00	176.00
			Total	$ 1,672.00

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ 702.24
Per Diem	EA	7.00	$ 20.00	$ 140.00
Other			$ -	$ -
			Total	$ 842.24

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ -

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ 251.42
Markup On Equipment	10%	$ 311.30
Markup On Material	10%	$ -
Markup On Subcontractors	10%	$ -
Overhead	10%	$ 562.72
Bond	2.0%	$ 112.54
	Total	$ 1,237.99

Sub-Total Before Taxes		$ 6,865.23
Applicable Tax	0.0000%	$ -

This Report: $ 6,865.23

Credit / Deduct 100.00% $ 6,865.23

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

RED CLIFF

Norman Raw Waterline Phase 1

Project #: 1007 | Date: 4/27/11
Contract: K-0910-172, WB 005 | Extra Work #: 003
Location: STA: 130+12 22.5 Degree Bend Day 3

DESCRIPTION OF WORK PERFORMED:

Pricing includes,backfill, compaction, and site clean up.

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7				167.58	244.83	0.00
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	10	n	16.17	16.17	161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW	1	10	n	1.77	6.12	61.20
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box	1	10	n	22.16	22.16	221.60
1 Ton Flat bed Truck	1	10	n	22.02	22.02	220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ 664.70

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	10.00	30.00	45.00	330.00
Foreman	10.00	30.00	45.00	330.00
Opert #1	10.00	22.00	33.00	242.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer		16.00	24.00	
Bottom Man		16.00	24.00	
Top Man		16.00	24.00	
Rebar Tier	10.00	16.00	24.00	176.00
Concrete Journeyman	10.00	22.00	33.00	242.00
Rebar Tier	10.00	16.00	24.00	176.00
Rebar Tier	10.00	16.00	24.00	176.00
			Total	$ 1,672.00

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ 702.24
Per Diem	EA	7.00	$ 20.00	$ 140.00
Other			$ -	$ -
			Total	$ 842.24

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ -

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ 251.42
Markup On Equipment	10%	$ 66.47
Markup On Material	10%	$ -
Markup On Subcontractors	10%	$ -
Overhead	10%	$ 317.89
Bond	2.0%	$ 63.58
	Total	$ 699.37

Sub-Total Before Taxes		$ 3,878.31
Applicable Tax	0.0000%	$ -

This Report: $ 3,878.31

Credit / Deduct 100.00% $ 3,878.31

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

RED CLIFF

Norman Raw Waterline Phase 1

Project #: 1007 | Date: 4/27/11
Contract K-0910-172, WB 005 | Extra Work # 005
Location: STA: 117+45 11.25 Degree Bend day 1

DESCRIPTION OF WORK PERFORMED:

Pricing to include materials,excavation of pipe, hand digging 2ft under pipe, and rebar placement.

Equipment	Qty	Hours	Idle Y/N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7	1	10	n	167.58	244.83	2448.30
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	10	n	16.17	16.17	161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW	1	10	n	1.77	6.12	61.20
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box	1	10	n	22.16	22.16	221.60
1 Ton Flat bed Truck	1	10	n	22.02	22.02	220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
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					0.00	0.00
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					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ 3,113.00

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	10.00	30.00	45.00	330.00
Foreman	10.00	30.00	45.00	330.00
Opert #1	10.00	22.00	33.00	242.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer		16.00	24.00	
Bottom Man		16.00	24.00	
Top Man		16.00	24.00	
Rebar Tier	10.00	16.00	24.00	176.00
Concrete Journeyman	10.00	22.00	33.00	242.00
Rebar Tier	10.00	16.00	24.00	176.00
Rebar Tier	10.00	16.00	24.00	176.00
			Total	$ 1,672.00

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ 702.24
Per Diem	EA	7.00	$ 20.00	$ 140.00
Other			$ -	$ -
			Total	$ 842.24

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
Concrete	Dolese	10.1	81.5	$ 821.52
Rebar	CMC	1	965	$ 965.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ 1,786.52

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ 251.42
Markup On Equipment	10%	$ 311.30
Markup On Material	10%	$ 178.65
Markup On Subcontractors	10%	$ -
Overhead	10%	$ 741.38
Bond	2.0%	$ 148.28
	Total	$ 1,631.03

Sub-Total Before Taxes		$ 9,044.79
Applicable Tax	0.0000%	$ -

This Report: $ 9,044.79

Credit / Deduct 100.00% $ 9,044.79

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

RED CLIFF

Norman Raw Waterline Phase 1

Project #: 1007
Contract K-0910-172, WB 005
Location: STA: 117+45 11.25 Bend Day 2

Date: 4/27/11
Extra Work # 006

DESCRIPTION OF WORK PERFORMED:

Pricing includes placement of rebar, tying rebar, and pouring concrete.

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7	1	10	n	167.58	244.83	2448.30
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	10	n	16.17	16.17	161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW	1	10	n	1.77	6.12	61.20
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box	1	10	n	22.16	22.16	221.60
1 Ton Flat bed Truck	1	10	n	22.02	22.02	220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ 3,113.00

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	10.00	30.00	45.00	330.00
Foreman	10.00	30.00	45.00	330.00
Opert #1	10.00	22.00	33.00	242.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer		16.00	24.00	
Bottom Man		16.00	24.00	
Top Man		16.00	24.00	
Rebar Tier	10.00	16.00	24.00	176.00
Concrete Journeyman	10.00	22.00	33.00	242.00
Rebar Tier	10.00	16.00	24.00	176.00
Rebar Tier	10.00	16.00	24.00	176.00
			Total	$ 1,672.00

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ 702.24
Per Diem	EA	7.00	$ 20.00	$ 140.00
Other			$ -	$ -
			Total	$ 842.24

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ -

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ 251.42
Markup On Equipment	10%	$ 311.30
Markup On Material	10%	$ -
Markup On Subcontractors	10%	$ -
Overhead	10%	$ 562.72
Bond	2.0%	$ 112.54
	Total	$ 1,237.99

Sub-Total Before Taxes		$ 6,865.23
Applicable Tax	0.0000%	$ -

This Report: $ 6,865.23

Credit / Deduct 100.00% $ 6,865.23

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

Norman Raw Waterline Phase 1

RED CLIFF

Project #:	1007	Date:	4/27/11
Contract	K-0910-172, WB 005	Extra Work #	007
Location:	STA: 117+45 11.25 Degree Bend Day 3		

DESCRIPTION OF WORK PERFORMED:

Pricing includes,backfill, compaction, and site clean up.

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7				167.58	244.83	0.00
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	10	n	16.17	16.17	161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW	1	10	n	1.77	6.12	61.20
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box	1	10	n	22.16	22.16	221.60
1 Ton Flat bed Truck	1	10	n	22.02	22.02	220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ 664.70

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	10.00	30.00	45.00	330.00
Foreman	10.00	30.00	45.00	330.00
Opert #1	10.00	22.00	33.00	242.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer		16.00	24.00	
Bottom Man		16.00	24.00	
Top Man		16.00	24.00	
Rebar Tier	10.00	16.00	24.00	176.00
Concrete Journeyman	10.00	22.00	33.00	242.00
Rebar Tier	10.00	16.00	24.00	176.00
Rebar Tier	10.00	16.00	24.00	176.00
			Total	$ 1,672.00

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ 702.24
Per Diem	EA	7.00	$ 20.00	$ 140.00
Other			$ -	$ -
			Total	$ 842.24

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ -

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ 251.42
Markup On Equipment	10%	$ 66.47
Markup On Material	10%	$ -
Markup On Subcontractors	10%	$ -
Overhead	10%	$ 317.89
Bond	2.0%	$ 63.58
	Total	$ 699.37

Sub-Total Before Taxes		$ 3,878.31
Applicable Tax	0.0000%	$ -
This Report:		$ 3,878.31
Credit / Deduct	100.00%	$ 3,878.31

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

RED CLIFF

Norman Raw Waterline Phase 1

Project #: 1007 | Date: 4/27/11
Contract: K-0910-172, WB 005 | Extra Work #: 008
Location: STA: 130+12 Credit for 22.5 Bend from original Bid

DESCRIPTION OF WORK PERFORMED:

Pricing to Credit the Original Bid item for 22.5 Bend Thrust block per RFI 009 Details.

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7	1	-10		167.58	244.83	-2448.30
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	-10		16.17	16.17	-161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW				1.77	6.12	0.00
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box				22.16	22.16	0.00
1 Ton Flat bed Truck	1	-10		22.02	22.02	-220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
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					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ (2,830.20)

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	-10.00	30.00	45.00	-300.00
Foreman	-10.00	30.00	45.00	-300.00
Opert #1	-10.00	22.00	33.00	-220.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer	-10.00	16.00	24.00	-160.00
Bottom Man	-10.00	16.00	24.00	-160.00
Top Man	-10.00	16.00	24.00	-160.00
Rebar Tier		16.00	24.00	
Concrete Journeyman		22.00	33.00	
Rebar Tier		16.00	24.00	
Rebar Tier		16.00	24.00	
			Total	$ (1,300.00)

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ (546.00)
Per Diem	EA	-6.00	$ 20.00	$ (120.00)
Other			$ -	$ -
			Total	$ (666.00)

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
Concrete	Dolese	17.7	-81.5	$ (1,442.55)
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$(1,442.55)

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ (196.60)
Markup On Equipment	10%	$ (283.02)
Markup On Material	10%	$ (144.26)
Markup On Subcontractors	10%	$ -
Overhead	10%	$ (623.88)
Bond	2.0%	$ (124.78)
	Total	$ (1,372.53)

Sub-Total Before Taxes		$ (7,611.28)
Applicable Tax	0.0000%	$ -

This Report: $ (7,611.28)

Credit / Deduct 100.00% $ (7,611.28)

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

Norman Raw Waterline Phase 1

RED CLIFF

Project #: 1007
Contract K-0910-172, WB 005
Location: STA: 117+45 Credit for 11.25 Bend from original bid

Date: 4/27/11
Extra Work # 009

DESCRIPTION OF WORK PERFORMED:

Pricing to Credit the Original Bid item for 11.25 Bend Thrust block per RFI 009 Details

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7	1	-10		167.58	244.83	-2448.30
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	-10		16.17	16.17	-161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW				1.77	6.12	0.00
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box				22.16	22.16	0.00
1 Ton Flat bed Truck	1	-10		22.02	22.02	-220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
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					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
				TOTAL		$ (2,830.20)

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	-10.00	30.00	45.00	-300.00
Foreman	-10.00	30.00	45.00	-300.00
Opert #1	-10.00	22.00	33.00	-220.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer	-10.00	16.00	24.00	-160.00
Bottom Man	-10.00	16.00	24.00	-160.00
Top Man	-10.00	16.00	24.00	-160.00
Rebar Tier		16.00	24.00	
Concrete Journeyman		22.00	33.00	
Rebar Tier		16.00	24.00	
Rebar Tier		16.00	24.00	
			Total	$ (1,300.00)

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ (546.00)
Per Diem	EA	-6.00	$ 20.00	$ (120.00)
Other			$ -	$ -
			Total	$ (666.00)

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
			Total $ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
Concrete	Dolese	8.9	-81.5	$ (725.35)
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ (725.35)

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ (196.60)
Markup On Equipment	10%	$ (283.02)
Markup On Material	10%	$ (72.54)
Markup On Subcontractors	10%	$ -
Overhead	10%	$ (552.16)
Bond	2.0%	$ (110.43)
	Total	$ (1,214.74)

Sub-Total Before Taxes		$ (6,736.29)
Applicable Tax	0.0000%	$ -

This Report: $ (6,736.29)

Credit / Deduct 100.00% $ (6,736.29)

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

Norman Raw Waterline Phase 1

RED CLIFF

Project #:	1007	Date:	4/27/11
Contract	K-0910-172, WB 005	Extra Work #	011
Location:	140+80.25 16 Degree Bend Day 1		

DESCRIPTION OF WORK PERFORMED:

Pricing to include materials,excavation of pipe, hand digging 2ft under pipe, and rebar placement.

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7	1	10	n	167.58	244.83	2448.30
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	10	n	16.17	16.17	161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW	1	10	n	1.77	6.12	61.20
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box	1	10	n	22.16	22.16	221.60
1 Ton Flat bed Truck	1	10	n	22.02	22.02	220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
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					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ 3,113.00

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	10.00	30.00	45.00	330.00
Foreman	10.00	30.00	45.00	330.00
Opert #1	10.00	22.00	33.00	242.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer		16.00	24.00	
Bottom Man		16.00	24.00	
Top Man		16.00	24.00	
Rebar Tier	10.00	16.00	24.00	176.00
Concrete Journeyman	10.00	22.00	33.00	242.00
Rebar Tier	10.00	16.00	24.00	176.00
Rebar Tier	10.00	16.00	24.00	176.00
			Total	$ 1,672.00

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ 702.24
Per Diem		7.00	$ 20.00	$ 140.00
Other			$ -	$ -
			Total	$ 842.24

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
Concrete	Dolese	10.1	81.5	$ 821.52
Rebar	CMC	1	965	$ 965.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ 1,786.52

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ 251.42
Markup On Equipment	10%	$ 311.30
Markup On Material	10%	$ 178.65
Markup On Subcontractors	10%	$ -
Overhead	10%	$ 741.38
Bond	2.0%	$ 148.28
	Total	$ 1,631.03

Sub-Total Before Taxes		$ 9,044.79
Applicable Tax	0.0000%	$ -

This Report: $ 9,044.79

Credit / Deduct 100.00% $ 9,044.79

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

Norman Raw Waterline Phase 1

RED CLIFF

Project #: 1007 | Date: 4/27/11
Contract: K-0910-172, WB 005 | Extra Work #: 012
Location: 140+80.25 16 Degree Bend Day 2

DESCRIPTION OF WORK PERFORMED:

Pricing includes placement of rebar, tying rebar, and pouring concrete.

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7	1	10	n	167.58	244.83	2448.30
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	10	n	16.17	16.17	161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW	1	10	n	1.77	6.12	61.20
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box	1	10	n	22.16	22.16	221.60
1 Ton Flat bed Truck	1	10	n	22.02	22.02	220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
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					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ 3,113.00

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	10.00	30.00	45.00	330.00
Foreman	10.00	30.00	45.00	330.00
Opert #1	10.00	22.00	33.00	242.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer		16.00	24.00	
Bottom Man		16.00	24.00	
Top Man		16.00	24.00	
Rebar Tier	10.00	16.00	24.00	176.00
Concrete Journeyman	10.00	22.00	33.00	242.00
Rebar Tier	10.00	16.00	24.00	176.00
Rebar Tier	10.00	16.00	24.00	176.00
			Total	$ 1,672.00

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ 702.24
Per Diem		7.00	$ 20.00	$ 140.00
Other			$ -	$ -
			Total	$ 842.24

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ -

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ 251.42
Markup On Equipment	10%	$ 311.30
Markup On Material	10%	$ -
Markup On Subcontractors	10%	$ -
Overhead	10%	$ 562.72
Bond	2.0%	$ 112.54
	Total	$ 1,237.99

Sub-Total Before Taxes		$ 6,865.23
Applicable Tax	0.0000%	$ -

This Report: $ 6,865.23

Credit / Deduct 100.00% $ 6,865.23

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

RED CLIFF

Norman Raw Waterline Phase 1

Project #: 1007 — Date: 4/27/11
Contract: K-0910-172, WB 005 — Extra Work #: 013
Location: 140+80.25 16 Degree Bend Day 3

DESCRIPTION OF WORK PERFORMED:

Pricing includes,backfill, compaction, and site clean up.

Equipment	Qty	Hours	Idle Y/N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7				167.58	244.83	0.00
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	10	n	16.17	16.17	161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW	1	10	n	1.77	6.12	61.20
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box	1	10	n	22.16	22.16	221.60
1 Ton Flat bed Truck	1	10	n	22.02	22.02	220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
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					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ 664.70

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	10.00	30.00	45.00	330.00
Foreman	10.00	30.00	45.00	330.00
Opert #1	10.00	22.00	33.00	242.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer		16.00	24.00	
Bottom Man		16.00	24.00	
Top Man		16.00	24.00	
Rebar Tier	10.00	16.00	24.00	176.00
Concrete Journeyman	10.00	22.00	33.00	242.00
Rebar Tier	10.00	16.00	24.00	176.00
Rebar Tier	10.00	16.00	24.00	176.00
			Total	$ 1,672.00

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ 702.24
Per Diem	EA	7.00	$ 20.00	$ 140.00
Other			$ -	$ -
			Total	$ 842.24

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ -

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ 251.42
Markup On Equipment	10%	$ 66.47
Markup On Material	10%	$ -
Markup On Subcontractors	10%	$ -
Overhead	10%	$ 317.89
Bond	2.0%	$ 63.58
	Total	$ 699.37

Sub-Total Before Taxes		$ 3,878.31
Applicable Tax	0.0000%	$ -

This Report: $ 3,878.31

Credit / Deduct 100.00% $ 3,878.31

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

Norman Raw Waterline Phase 1

RED CLIFF

Project #: 1007 | Date: 4/27/11
Contract: K-0910-172, WB 005 | Extra Work #: 014
Location: 140+80.25 16 Degree Bend Credit from Original Bid

DESCRIPTION OF WORK PERFORMED:

Pricing to Credit the Original Bid item for 16 Degree Bend Thrust block per RFI 009 Details.

Equipment	Qty	Hours	Idle Y / N	Idle Rate	Operating Rate	Extended Amount
Komatsu PC400LC 7	1	-10		167.58	244.83	-2448.30
Komatsu PC308				131.37	189.62	0.00
Bedding Box				28.10	28.10	0.00
3/4 Ton GMC 4X4 2010	1	-10		16.17	16.17	-161.70
HD 72" Bucket				21.22	24.72	0.00
Single Shank Ripper Tooth				30.29	39.94	0.00
Generator 6.5 KW				1.77	6.12	0.00
HD 72" Bucket				21.22	24.72	0.00
Pipe Laser				4.61	9.22	0.00
10X16X4" Trench Box				22.16	22.16	0.00
1 Ton Flat bed Truck	1	-10		22.02	22.02	-220.20
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
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					0.00	0.00
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					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					TOTAL	$ (2,830.20)

Labor	Hours	Hourly Rate	Overtime Rate	Extended Amount
Supt/PM	-10.00	30.00	45.00	-300.00
Foreman	-10.00	30.00	45.00	-300.00
Opert #1	-10.00	22.00	33.00	-220.00
Opert #2		21.00	31.50	
Opert #3		16.00	24.00	
Pipe Layer	-10.00	16.00	24.00	-160.00
Bottom Man	-10.00	16.00	24.00	-160.00
Top Man	-10.00	16.00	24.00	-160.00
Rebar Tier		16.00	24.00	
Concrete Journeyman		22.00	33.00	
Rebar Tier		16.00	24.00	
Rebar Tier		16.00	24.00	
			Total	$ (1,300.00)

Description	Unit	Qty	Unit Price	Amount
Labor Burden			42.00%	$ (546.00)
Per Diem		-6.00	$ 20.00	$ (120.00)
Other			$ -	$ -
			Total	$ (666.00)

Work Performed by Subcontractors:

Description	Qty	Cost	Amount
			$ -
			$ -
			$ -
			$ -
		Total	$ -

Materials Used and/or Work Performed:

Description	Vender	Qty	Unit Price	Amount
Concrete	Dolese	8.9	-81.5	$ (725.35)
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ (725.35)

Overhead & Markup:

Description	Percent	Amount
Markup On Labor	10%	$ (196.60)
Markup On Equipment	10%	$ (283.02)
Markup On Material	10%	$ (72.54)
Markup On Subcontractors	10%	$ -
Overhead	10%	$ (552.16)
Bond	2.0%	$ (110.43)
	Total	$ (1,214.74)

Sub-Total Before Taxes		$ (6,736.29)
Applicable Tax	0.0000%	$ -

This Report: $ (6,736.29)

Credit / Deduct 100.00% $ (6,736.29)

Note: We reserve the right to supplement and/or correct report. Appropriate extensions requested.

City of Norman, OK

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

Master

File Number: K-1112-12

File ID:	K-1112-12	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 26	**In Control:**	City Council
Department:	Legal Department	**Cost:**		**File Created:**	08/31/2011
File Name:	K-1112-12 Dispute Mediation			**Final Action:**	

Title: CONTRACT NO. K-1112-12: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA TO PROVIDE A DISPUTE MEDIATION PROGRAM FOR THE CITY OF NORMAN THROUGH JUNE 30, 2012.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-12 with the Alternative Dispute Resolution System of the State of Oklahoma through June 30, 2012; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 26

Attachments: FY12 Dispute Mediation Contract K-1112-12

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: jayme.rowe@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-1112-12

Body

BACKGROUND: In April 1988, the City of Norman, through the City Council, approved and directed the implementation of the Dispute Mediation Program to be administered by the City Attorney's Office. On June 14, 1988 the City of Norman entered into the first contract between the City and the Alternative Dispute Resolution System of the State of Oklahoma. We were awarded grants from the State for the first two years of operation. State funds are no longer requested by the City of Norman for the Program. The operation of the Program is

now absorbed within the current budget of the City Attorney's Office.

This contract formally recognizes our Program as part of the Alternative Dispute Resolution System of the State of Oklahoma. This contract allows our Program and the volunteers who mediate for our Program to fall under the protection of the State Statutes regarding mediation which includes immunity from testifying in any court proceeding regarding matters that have gone through our mediations. Additionally, as a part of the ADR system of the State of Oklahoma, we are able to train volunteers to mediate our cases at no cost to the City or the volunteers. Finally, participation in the Program allows us access to staff at the Administrative Offices of the Courts which is the governing body of all judicial branches of the State of Oklahoma.

DISCUSSION: This Program is designed to offer resolutions to disputes to all citizens before they reach the stage of general litigation. The disputes may be addressed much quicker and resolutions reached long before a case can be heard on the court docket. There are no costs for mediation services for citizens of the City of Norman, and the entire process is both voluntary and confidential. The City of Norman Program is somewhat unique as compared to the rest of the State in that approximately 95% of our referrals come to us through our Municipal Court. In FYE11, we received a total of 568 referrals and resolved a total of 165 cases by conducting 95 mediations and addressing the conflict in 70 cases through contact by mediation staff with both parties involved in the conflict. While the number of referrals indicates a decrease of approximately 15% over FYE10, the percentage of cases resolved increased slightly from 42% in FY10 to 46% in FY11. In approximately 40% of the referrals, the initiating party to the conflict chose not to respond to our contact attempts. This is often an indication that the parties have resolved the conflict on their own. Combining all efforts made by Program staff, statistics show that more than 85% of the total cases referred for mediation required no further action on the part of either Municipal Court or the City Attorney.

Our Program handles disputes between citizens of Norman where there are conflicts over situations ranging from barking dogs, destruction of private property, assault and battery, landlord/tenant, consumer/merchant and property disputes, as well as District Court referrals for victim protective orders and small claims actions. While our primary focus and referral base involves mediations involving community matters, we also mediate situations concerning Norman citizens with disabilities, guardianships, parent/teen conflicts and divorce modification. The Norman Program differs from the other state programs since those programs are multi-county programs and they are operated and funded by their respective counties and the State of Oklahoma.

Our cases are referred primarily from the Police Department and Norman Municipal Court, with additional referrals from other City of Norman departments, individual citizens, various juvenile agencies, Cleveland County District Court and Norman Board of Realtors.

Our mediators are volunteers from all walks of life. The training is provided by the State of Oklahoma at no charge to the participant or to the City. Each mediator completes a minimum of 24 hours of training, with most of our mediators having completed advanced levels of training. We currently have 12 active mediators on our roster, some of whom have been with our Program over ten years. Basic training sessions are held in partnership with Early Settlement-Central and the OU School of Law. Because Norman has been so progressive in the field of mediation, we have become a model program for other cities.

The Program operates within and conforms to the Dispute Resolution Act, 12 O.S. Supp. 1985, Sections 1801-1813, and the Oklahoma Rules and Procedures for the Dispute Resolution Act of the State of Oklahoma. Our Program is under administrative supervision of the Administrative Director of the Courts and the Dispute Resolution Advisory Board. Ted Roberts, former Presiding Municipal Court Judge for the City of Norman, and Phil Cotten, former Police Chief for the City of Norman, are members of this Board. Statistical information on the status of the Norman Mediation Program is submitted monthly in the Department Reports as a part of the activities of the Office of the City Attorney.

RECOMMENDATION: This Agreement between the City of Norman and the Alternative Dispute Resolution System of the State of Oklahoma for the period July 1, 2011 through June 30, 2012 has been reviewed by the City Attorney and is approved as to form and is recommended for approval.

AGREEMENT

This Agreement is between the Alternative Dispute Resolution System of the State of Oklahoma (hereinafter "ADRS"), and the City of Norman (hereinafter "Dispute Mediation Program: or "DMP"), and is for the purpose of certification by the Administrative Director of the Courts of a dispute mediation program known as Early Settlement as provided in 12 O.S. Supp. 1991, Section 1803 through 1813.

In consideration of the mutual promises herein contained, the parties agree that:

I. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2011 when signed by the party for the DMP and the Administrative Director of the Courts (hereinafter "Director"), and shall be terminated pursuant to the provisions of the Articles herein.

II. SCOPE OF SERVICES

DMP agrees to provide dispute mediation services according to the Dispute Resolution Act, its Rules and Procedures, and other directives and forms provided by the Administrative Director of the Courts or his designee. Dispute mediation services shall be provided within the geographical limits of the City of Norman and involving matters that are within the jurisdiction of the Municipal Court of the City of Norman or between parties of which at least one is a citizen of the City of Norman. Mediation services shall not be provided by the City of Norman in any instance where such service would be an infringement upon the engagement of legitimate private enterprise conducted within the City of Norman by citizens of the City of Norman.

III. MONITORING AND REPORTING REQUIREMENTS

(a) The Director or his designee shall have the right to conduct on-site inspections and monitoring of the project and office of the DMP at his own discretion, and the DMP shall cooperate in facilitating such inspections and monitoring.

(b) The DMP shall monthly provide statistical data as outlined in the Oklahoma Rules and Procedures for the Dispute Resolution Act. From time to time, in addition thereto as may be requested by the Director, or his designee, the DMP shall submit to the Director additional operational, statistical or program reports.

(c) The DMP shall give immediate notice to the Director of (1) any material changes in the scope of the services provided pursuant to this Agreement; (2) any change in the personnel performing the services provided pursuant to this Agreement.

IV. RETENTION OF RECORDS

(a) DMP agrees to retain the following records for the following periods of time:

(1) Financial records of the DMP pertaining to this Agreement shall be retained for a minimum of five years after expiration of this Agreement.

(2) A copy of the written agreement or decision subscribed to by the parties shall be retained for a period of five years after the execution.

(3) A record of each case containing names of parties, category of dispute and resolution outcome shall be retained for a period of five years after termination of the case.

(b) All other records may be disposed of at the discretion of the DMP. The Director reserves the right in his discretion to add to the list of records which must be retained or alter the period of retention.

V. EXTENSION AND TERMINATION

(a) This Agreement terminates June 30, 2012 at the end of the fiscal year 2012, and may be extended only by written agreement of the parties.

(b) This Agreement may be terminated upon the discretion of the Director by the ADRS with 10 days written notification or by the DMP upon 45 days written notification.

(c) The ADRS may withdraw certification pursuant to this Agreement at any time the Director determines that the DMP is not adequately providing services pursuant to this Agreement or that any of the provisions of the Agreement are being violated.

VI. STATUS OF CENTER AND ITS EMPLOYEES

(a) Nothing in this agreement shall cause any persons or other entities employed or engaged by the DMP as employees, servants, agents or independent contractors, to be considered employees or agents of the ADRS, the AOC or the Oklahoma Supreme Court. Nothing in this Agreement shall be construed to create any obligation upon the ADRS, the AOC or the Oklahoma Supreme Court for payment of any wages, taxes, unemployment insurance, workers compensation, or other employment-related benefit or contribution, to or for the benefit of any DMP agent or employee. The DMP is responsible for the work, compensation and personal conduct of such employees and agents while employed by the DMP.

(b) It will be the duty of the Mediation Coordinator of the Early Settlement Norman Mediation Program to abide by any programmatic directives provided by the ADRS. It will further be the duty of the Mediation Coordinator or a party representing the City of Norman to appear as mutually agreed before the Dispute Resolution Advisory Board or the Director to answer questions regarding program performance.

VII. INDEMNIFICATION

(a) Nothing contained in this Agreement shall impose any liability or duty upon the ADRS, its agents or employees, to persons or other entities employed or engaged by the DMP as employees, servants, or agents or in any other capacity, nor shall make the ADRS, its agents or employees, liable for the acts, omissions, liabilities, obligations or taxes of whatever nature, including without limitation, unemployment insurance and workmen's compensation, of the DMP or its employees, servants, agents or independent contractors.

(b) DMP agrees to indemnify the ADRS against all liability, losses, costs, and expenses (including reasonable counsel fees) which the ADRS may incur by reason of: (1) the breach by the DMP of any terms, provision, covenant, warranty, or representation contained herein;

(2) DMP's performance or failure to perform under this Agreement; and (3) the enforcement of this Agreement or any of its provisions.

VIII. NOTICES

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand against a receipt, or three days after posting, if sent by regular mail, to a party at the following addresses:

Alternative Dispute Resolution System
Administrative Office of the Courts
1915 N. Stiles, Suite 305
Oklahoma City, OK 73105
Attention: Sue D. Tate

Dispute Mediation Program
Early Settlement
City of Norman
201 West Gray, Box 370
Norman, OK 73070
Attention: Jayme Rowe

IX. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

X. AMENDMENT OF AGREEMENT

The terms and conditions contained in this Agreement represent the full understanding of the parties and no part thereof shall be deleted or changed without the express written consent of both parties.

XI. APPLICABLE LAW

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

(b) DMP and the ADRS agree that each shall perform its obligations hereunder in accordance with all applicable Oklahoma laws, rules and regulations now or hereafter in effect, including 12 O.S. Supp. 1991, Sections 1801-1813 and the Oklahoma Rules and Procedures for the Dispute Resolution Act.

XII. OTHER TERMS AND CONDITIONS

The headings used in this Agreement are for reference purposes only and are not controlling.

WHEREFORE, the Alternative Dispute Resolution System and the City of Norman have caused this Agreement to be executed as follows:

For: Alternative Dispute Resolution System

By: Michael D. Evans
Michael D. Evans
Administrative Director of the Courts

Date: June 21, 2011

For: The City of Norman and Early Settlement

By: _____
Cindy S. Rosenthal
Mayor, City of Norman

Date: _____

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 6/3/11

City of Norman, OK

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

Master

File Number: K-1112-43

File ID:	K-1112-43	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 27	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$42,920.00	**File Created:**	08/29/2011
File Name:	K-1112-43 - HW LOCHNER, INC.			**Final Action:**	

Title: CONTRACT NO. K-1112-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND H.W. LOCHNER, INC., IN THE AMOUNT OF $42,920 TO PROVIDE SCOPING SERVICES FOR A COMPREHENSIVE TRANSPORTATION PLAN AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-43 with H.W. Lochner, Inc., in the amount of $42,920; and, if approved, authorize the execution thereof and appropriate $12,920 from the Capital Fund Balance (050-0000-253.20-00) to Project No. TC0248, Transportation Master Plan Scoping Study (050-9056-431.62-01).

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 27

Attachments: Summary of Budget Requirements, K-1112-43

Project Manager: David Riesland, 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-1112-43

Body

BACKGROUND: The City of Norman has been operating for many years without an adopted Comprehensive Transportation Plan (CTP). The Norman 2025 Land Use and Transportation Plan addresses the functional classification of roadways as well as general goals of Norman's transportation system, but it is not comprehensive in nature. Elements of a CTP should include the identification of future transportation projects, the prioritization of

future projects, and cost estimates for all future projects. These projects would be expected to span all modes including, but not limited to, automobile, transit, pedestrian, bicycle, etc. A good CTP will provide staff with a roadmap to navigate through future development projects and to plan adequately for the transportation facilities that will be needed to support future developments. The development of a quality CTP is dependent upon the development of a good scope of work for the ultimate document.

The development of a CTP typically follows a multi-step planning process. Following this planning process allows for the identification of a wide range of interconnecting issues that might affect an urban area. While the individual steps in the process are often seen as independent, there is significant public involvement in each step.

For the eventual CTP to be developed for the City of Norman, a conscious decision was made by the City Council in early 2011 to undertake, first, a scoping effort. This will give the City the best opportunity to achieve buy-in for the issues to be addressed and the goals that will be developed for the ultimate plan.

The purpose of this effort is to undertake sufficient public involvement to arrive at a consensus of the issues to be addressed and the goals to be achieved with the future CTP. Once this scoping phase is completed, it is anticipated that the City of Norman will proceed to the preparation of a full CTP.

DISCUSSION: The Public Works Department received three proposals for the Scoping Services for a Comprehensive Transportation Plan for the City. A Selection Committee was formed consisting of Shawn O'Leary-Director of Public Works, Susan Connors-Director of Planning, Angelo Lombardo-City Traffic Engineer, David Riesland-Assistant Traffic Engineer, and three private citizens. Ms. Kara Chiodo is an Associate Planner for the Association of Central Oklahoma Governments, Dr. Richard Marshment is a Professor Emeritus of Regional and City Planning at the University of Oklahoma, and Mr. Tom Sherman is a retired banker and former Chairman of the Norman Chamber of Commerce. Each proposal was scored independently by each member on a point scale as defined in the Request for Proposal (RFP). The proposals were reviewed, and the top two candidates, the HW Lochner, Inc./ETC team, and the Wilson and Company/Guernsey/Redbud team were interviewed on August 4, 2011. At the end of the process, the committee selected the HW Lochner, Inc./ETC team as the most qualified team because of their experience, adherence to the RFP and approach to the project.

Elements of the project include a project set-up phase and a visioning phase. In the project set-up phase, there are a number of tasks. These include: 1) a review of the role of the CTP Steering Committee guiding the process; 2) a tour led by City staff to orient the consultant to the city and its planning environment; 3) a project kick-off workshop with the CTP Steering Committee; and 4) a bus tour of the planning area for the CTP Steering Committee. A formal Scope of Service has been recommended by the HW Lochner, Inc./ETC team. (See

Attachment A, Scope of Services.)

After consultation with the Mayor and City Manager, the Council Planning and Transportation Committee will continue to provide guidance and oversight to the Vision Work Group and will fulfill the role and duties of the Steering Committee.

There are also a number of elements to the visioning phase. These include: 1) the CTP Steering Committee is organized for undertaking the plan and represents the first step in the visioning process; 2) a second committee will be formed as a Vision Work Group; 3) a workshop with the Vision Work Group to include orientation on the planning process, brainstorming for the future of the community and preparation for the first round of community meetings; 4) publicity materials to support the planning process; 5) eight idea gathering meetings: one in each of the eight Council wards in the City; 6) a Goal Writing Workshop; 7) a meeting with the CTP Steering Committee to discuss the draft goals produced at the Goal Writing Workshop; 8) a meeting of the City Council that will focus on the status of the project, draft goals, and key issues; 9) a roundtable meeting with the City Council and Community Representatives that will focus on the background, approach and status of the project as well as a discussion of draft goals and key issues; and 10) a status work session at the conclusion of this phase. A four-month schedule has been suggested for completion of this project. (See Attachment B, Schedule.)

Staff negotiated a $42,920 contract fee with the HW Lochner, Inc., team to provide the previously mentioned services (see contract in Attachment No. 1). (See Attachment C, Compensation.) The City has a portion of these funds, $30,000, available in the FYE 2012 budget in Account No. 050-9056-431.62-01 expressly for this project. To fulfill the remainder of the contract amount, an appropriation in the amount of $12,920 is requested from the Capital Fund Balance (050-0000-253.20-00) to the Transportation Master Plan Scoping Study (050-9056-431.62-01) (Project No. TC0248). The additional $12,920 above what was previously set aside in the FYE 2012 budget is for a community survey to be conducted by ETC Institute. It is anticipated that this survey will be constructed in such a way so that important information can be gathered relative to the CTP as well as to other issues of importance within the City of Norman. These other items could include, but are certainly not limited to, future GO Bond projects, a potential project to widen Lindsey Street between Interstate 35 and Berry Road, etc.

No project is complete without measureable project deliverables. These include: 1) a scope of work which can be inserted directly into a Request for Proposal for the full CTP and 2) an estimate of the budget that would be necessary to complete the full CTP. Fulfillment of the Scope of Services provided by the HW Lochner, Inc./ETC team includes assistance from city staff. (See Attachment D, Owner's Responsibilities)

This effort will be lead by two different committees. The Vision Work Group will be an ad hoc citizen committee formed to serve as the group which will set the preliminary course for

the scoping effort for the CTP and to participate in the Goal Writing Workshop. Membership of this Committee will represent the primary transportation stakeholders in Norman. These could include, but may not be limited to, the University of Oklahoma, the Chamber of Commerce, the Norman Convention and Visitors Bureau, Norman Public Schools, Cleveland County, the Oklahoma Department of Transportation, the Bicycle Advisory Committee, CART, the airport, rail, etc. The Steering Committee will guide the development of the Scope of Work for the CTP based upon the vision established and the preliminary goals identified by the Vision Work Group. Staff recommends that the Council Community Planning and Transportation Committee be appointed to serve as the Steering Committee for this project. The regular monthly meetings of this Committee will also be advantageous to be used as times for regular meetings with the Steering Committee.

RECOMMENDATION NO. 1: It is recommended that Council appropriate $12,920 from the Capital Fund Balance to Transportation Master Plan Scoping Study Acct. No. (050-9056-431.62-01) (Project No. TC0248).

RECOMMENDATION NO. 2: It is recommended that Council approve Contract No. K-1112-43 with HW Lochner, Inc., in the amount of $42,920, for Scoping Services for a Comprehensive Transportation Plan for the City of Norman. Funding in the amount of $30,000 is already allocated in the City's FYE 2012 Capital Improvement Program, Transportation Master Plan, Design (050-9056-431.62-01).

RECOMMENDATION NO. 3: It is recommended that Council appoint the Vision Work Group, consisting of Norman citizens, prior to the Project Kick-off Meeting.

(PLEASE REFER TO ATTACHMENT - SUMMARY OF BUDGET REQUIREMENTS)

Scoping Services for a Comprehensive Transportation Plan
Summary of Budget Requirements
City Council – September 13, 2011

Budget Year	Action	Amount
FYE 2012	Encumber $30,000 (Acct. No. 050-9056-431.62-01)	$30,000
FYE 2012	Appropriation of $12,920 from the Capital Fund Balance to Transportation Master Plan Scoping Study Acct. No. 050-9056-431.62-01(Project No. TC0248)	$12,920
Total		$42,920

K-1112-43

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and H.W. Lochner, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to require "Comprehensive Transportation Plan Scope Development Services" (the Project); and,
2. OWNER requires certain professional planning and public involvement services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____th day of September, 2011.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 -COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.
Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

(a) General Liability Insurance, with a limit of
$1,000,000 per occurrence and $2,000,000 annual aggregate.

(b) Automobile Liability Insurance, with a combined single limit of $1 ,000,000 for each person and $1,000,000 for each accident.

(c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of $500,000 for each occurrence.

(d) Professional Liability Insurance, with a limit of
$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
OWNER:

Angelo Lombardo, P.E.
City Traffic Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

H.W. Lochner, Inc.:
Steven D. Harris
Senior Vice President
510 East Memorial Road, Suite A-1
Oklahoma City, Oklahoma 73114-2218

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

K-1112-43

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

DATED this _____th day of September, 2011.

The City of Norman
(OWNER)

Signature _____

Name Cindy S. Rosenthal

Title Mayor

Date _____

Attest:

_____
City Clerk

H. W. Lochner, Inc.
(CONSULTANT)

Signature _____

Name Steven D. Harris

Title Vice President

Date 8/24/2011

Attest:

_____
Secretary

Approved as to form and legality this ____ day of September 2011.

_____
City Attorney

Attachment A, Scope of Services

Phase 1: Project Initiation and Management

Project Oversight and Management

The CONSULTANT'S oversight and management activities will begin in Phase 1 and carry forward through all phases of the project. The CONSULTANT will coordinate efforts to achieve project goals within the schedule and available budget. Throughout the process the CONSULTANT will provide regular communication to maximize the value of everyone's time. While the project team will meet more formally at certain times, regular conference calls involving the CONSULTANT'S key staff and OWNER staff will occur to address any issues as they arise. In addition, we will communicate with the project's advisory committees (Steering Committee and Stakeholder Visioning Committee) on a regular basis through e-mail updates coordinated through OWNER'S staff.

Task 1.1: Baseline Information and Summary of Issues

The CONSULTANT will coordinate with OWNER'S staff to identify the most appropriate means to summarize relevant OWNER'S plans, policies, and studies. The resulting summary should be concise and in an easy to understand format suitable for the general public. It is anticipated these materials may include FAQs, fact sheets, interactive web pages, and other media tools.

Task 1.2: Media Plan

The CONSULTANT will work closely with OWNER'S staff to supplement the traditional means of community outreach and project meetings in a cost effective manner. These additional outreach tools may include e-newsletters, social media (such as the OWNER's Twitter, Facebook, text messages, etc.), an online town hall collaboration site (such as mindmixer.com) and interviews with key stakeholders who may have a difficult time attending community meetings. The CONSULTANT will assist OWNER'S staff with messaging for a thoughtful approach to deliver a clear, consistent message about the purpose and process for long range transportation planning efforts. The media plan will help educate community members about the key issues and provide information about visioning events, opportunities for input, and updates about the goals developed through the community involvement process.

Task 1.3: Joint Kick-off Meeting and Community Awareness Tour

A project kick-off meeting with the Steering Committee (City Council Community Planning and Transportation Committee) and the Stakeholder Visioning Committee will launch the community involvement process by reviewing project goals and deliverables, communication plan, project schedule, and the roles and responsibilities among the key team members and the advisory committees. The meeting will also involve an interactive exercise and bus tour of the community. Key activities at the meeting will include:

- An overview of information from previous plans and information relevant to the future Transportation Plan study.
- Identification of key issues and ideas to explore as part of the community involvement process.
- A discussion of the "Critical Successes" that must result in order for the community involvement process to be a success. The progress of addressing these factors will be tracked in meetings throughout the planning process.
- A transportation planning awareness bus tour will be organized by OWNER'S staff for the members of the Committees to view and discuss key transportation issues throughout the city. Several stops will be made throughout the city to discuss and photograph key issues. These stops may include key centers of activity, key transportation corridors, and other relevant areas of interest for long range multi-modal transportation planning.

- Using disposable digital cameras, committee members will be asked to photograph important elements or issues observed during the awareness tour including opportunities and constraints, likes and dislikes, and other critical issues.
- Participants will be provided with an awareness tour journal which will help them focus their observations on critical transportation elements of the community.
- Corridor photography will be uploaded to an online web page, Facebook page, or Flickr page for the community tour photos and comments by members of the Steering Committee and Stakeholder Visioning Committee. This same online resource will be available for the community at-large to upload photos and provide comments throughout the community involvement process.

Task 1.4: Key Stakeholder and Small Group
Facilitated interviews will be conducted with key stakeholders around the date of the kickoff meeting. Such stakeholder meetings may include transit officials, bicycle clubs and organizations, public and private school officials, senior citizen organizations, Chamber of Commerce and business organizations, and other appropriate community groups and organizations.

Phase 1: Responsibilities of CONSULTANT
- Finalize the project schedule, with milestones and meeting dates
- Prepare recommended communications plan and schedule for regular meeting notices and project updates
- Provide recommended content for project web page, virtual online City of Norman town hall for community dialogue, and various electronic messaging accounts / tools
- Provide messaging language and graphics for media communications
- Provide orientation and presentation materials to the Steering Committee and Stakeholder Visioning Committee
- Prepare kick-off meeting and awareness tour materials
- Provide disposable digital cameras to be used by members of the Steering Committee and Stakeholder Visioning Committee
- Provide kick-off meeting summary

Phase 2: Community Listening and Visioning

Task 2.1: Transportation Visioning Workshop
In preparation for the community listening and visioning meetings, a facilitated workshop will be conducted with the Steering Committee and the Stakeholder Visioning Committee. This workshop will include orientation, education, and brainstorming. In addition, we will review key transportation planning issues and programs, such as:
- Planning factors required for compliance with SAFETEA-LU
- Transportation system management alternatives (TSM) for mobility with existing infrastructures, i.e., without major new capacity improvements
- Context Sensitive Solutions for street and transportation infrastructure design
- Complete Streets design concepts
- Access, safety, and mobility
- Multi-modal integration
- Sustainable transportation practices
- Capital improvement prioritization
- Financing strategies

Task 2.2: Council Ward Idea Gathering Meetings
To engage the community, a series of eight (8) Council Ward community work sessions will be conducted for the CONSULTANT to listen to the public and engage residents in facilitated exercises, and brainstorm with the public about future multi-modal transportation system components. The Idea Gathering work sessions will provide a collaborative forum to bring important stakeholders together and focus on the common goals for the future of the Norman Transportation network. The process will provide both an education opportunity for participants and consensus building, in order to build a sense of ownership in the process and the eventual Transportation Plan recommendations. The meetings will:

- be organized in a 3 week timeframe to keep the momentum going while maximizing opportunities and places for participants to attend and participate
- include a short, concise educational overview during the introduction to set the stage for the meeting activities
- include small group facilitation assistance by OWNER'S staff with direction from the CONSULTANT
- include exercises to review options and opportunities for the future transportation network
- include questionnaires and feedback forms for additional recorded ideas
- Capture issues and ideas related to the citywide transportation system, as well as elements relevant to the smaller sub-areas of the city (Council Wards)

Task 2.3: Community Transportation Survey
In order to validate the ideas and feedback gained through the Council Ward Idea Gathering meetings, ETC institute will provide a community transportation survey to provide validation from the entire Norman population regarding feedback received from those who participated in the community meeting. The survey will be a statistically valid random sample opinion survey of residents in the community conducted through the mail.

Phase 2: Responsibilities of CONSULTANT

- Continue assisting OWNER with messaging for media relations
- Conduct a Transportation Visioning Workshop for the Steering Committee / Stakeholder Visioning Committee, and prepare workshop materials and handout
- Conduct a Council Ward Idea Gathering Session in each Ward (8 total) over a 2-3 week period, and prepare presentation materials and handouts/
- Organize small group work exercises for the Idea Gathering Sessions
- Provide materials and guides for OWNER'S staff facilitators who will provide facilitation assistance at the Council Ward Idea Gathering Sessions
- Provide questionnaires and feedback forms for additional recorded ideas
- Provide summary of feedback / comments gathered at the Idea Gathering Sessions
- Provide educational display boards and meeting presentation to be used at the meetings
- Conduct a statistically valid community transportation survey to validate the results of the community listening and visioning process (ETC Institute survey) with a minimum 400 completed surveys.

Phase 3: Envisioning the Future
Building on the results of the community listening and visioning process, a process will be conducted with the Steering Committee and Stakeholder Visioning Committee to prepare Norman's Transportation Planning Goals. These goals will assist with the preparation of a project scope for the next project phase of developing the full Comprehensive Transportation Plan.

Task 3.1: Goals Preparation Workshop
A facilitated workshop will be conducted with the Steering Committee and Stakeholder Visioning Committee to develop Transportation Planning Goals. The process will begin with a summary of key issues and ideas obtained during the community meetings. The CONSULTANT will prepare initial drafts of the common goals for the future transportation system based on the community input, as well as further refinement of the goals through the collaborative efforts of the Committee members.

Task 3.2: Shaping the Work Plan
Based on information received through the community involvement process, and input from the advisory committees and the City Council, a complete draft of a Transportation Plan work plan will be prepared including an estimated project budget and schedule necessary to complete the Plan. The Work Plan would include an outline of the Comprehensive Transportation Plan and a list of goals, objectives, and measures of performance to be included in the Plan.

Task 3.3: City Council Work Session / Briefing
A work session will be conducted with the City Council (full or committee), and members of the Planning Commission will be invited to attend. This meeting will focus on the status of the project, key issues, and the draft transportation planning goals as developed by the Steering Committee.

Task 3.4: Provide Final Deliverables
The final deliverables will be revised, as necessary, based on feedback from the City Council Work Session.

Phase 3: Responsibilities of CONSULTANT
- Continue assisting City with messaging for media relations
- Conduct Goal Writing Workshop with the Vision Group
- Provide finalized transportation planning goals and policies developed through the planning process.
- Provide a Project Scope of Work for the full Comprehensive Transportation Plan and a budget estimate to complete the full Plan.
- Conduct a status work session with the City Council
- Provide final deliverables

K-1112-43

Attachment B Schedule

Phase	Task Name	Sept					Oct				Nov					Dec			
		1	2	3	4	5	1	2	3	4	1	2	3	4	5	1	2	3	4
1	**Project Initiation and Management**																		
	Task 1.1: Baseline Information and Summary of Issues																		
	Task 1.2: Media Plan																		
	Task 1.3: Kickoff Mtg and Awareness Tour																		
	Task 1.4: Stakeholder and Small Group Interviews																		
2	**Community Listening and Visioning**																		
	Task 2.1: Visioning Workshop-Steering Committee / Visioning Group																		
	Task 2.2: Council Ward Idea Gathering Meetings																		
	Task 2.3: Community Transportation Survey																		
3	**Envisioning the Future**																		
	Task 3.1: Goals Preparation Workshop																		
	Task 3.2: Shaping the Work Plan																		
	Task 3.3: City Council Briefing																		
	Task 3.4: Provide Final Deliverables																		

S = STEERING COMMITTEE MEETINGS (Community Planning & Transportation Committee)
V = STAKEHOLDER VISIONING COMMITTEE MEETING
W = COUNCIL WARD COMMUNITY MEETINGS
C = CITY COUNCIL WORK SESSION / BRIEFING (full Council)

Tentative Committee Meeting Dates

Sept. 20, 2011 - Kickoff Meeting / Tour: (Joint meeting with Steering Committee/Stakeholder Visioning Committee)
Oct 5 or Oct 26 - Transportation Visioning Work Session (Joint Meeting with Steering Committee/Stakeholder Visioning Committee)
November 16 - Goals Workshop (Joint Meeting with Steering Committee/Stakeholder Visioning Committee)

(W) COUNCIL WARD COMMUNITY MEETINGS (dates/locations to be finalized) *

Ward Meetings: week of October 17th
Ward Meetings: week of October 24th
Ward Meetings: week of October 31st

*No meetings will be scheduled on holidays or Tuesday City Council meeting nights

(C) City Council Briefing - Full Council (Tentative)

Tuesday, December 06, 2011

Attachment C, Compensation

The OWNER agrees to pay the Consultant not to exceed $42,920 for the services described in Attachment A, based on the following estimate of manhours, direct costs, and subconsultant costs.

Phase 1 -	50 man hours	$785 direct costs	$7,580 Total Cost
Phase 2 -	108 man hours	$2,405 direct cost	$16,380 Total Cost
		$12,920 survey	$12,920 Total Cost
Phase 3 -	35 man hours	$1,005 direct cost	$6,040 Total Cost
Total Not to Exceed Cost			$42,920

Invoicing to the Client will be made at the following hourly rates:

Senior Project Manager	$210 per hour
Senior Planner	$140 per hour
Planner	$80 per hour
Clerical	$55 per hour

Direct costs and sub-consultant costs will be invoiced at costs incurred by the CONSULTANT with no mark-up.

Attachment D, OWNER'S Responsibilities

Phase 1: Project Initiation and Management

- Provide to the CONSULTANT any relevant OWNER'S plans, policies, and project materials
- Provide city logo and other relevant project partner logos in electronic format
- Provide relevant OWNER'S GIS data including: aerials, streets and highway centerlines, parcel files, streams and water bodies, railroads, airports, existing bus/ transit routes, Council Wards, City limits, contours, and any other available data relevant to the city's transportation network.
- Provide relevant GIS data for the region to allow the CONSULTANT to identify the City of Norman in context with the regional planning area, including: OCARTS street and highway network data files, city limits (cities in region), county boundaries, regional street and highways, etc.
- Provide existing major street daily traffic volumes.
- Identify staff contact responsible for media outreach and meeting facility coordination
- Finalize meeting dates and locations for all project meetings (Phases 1-3)
- Identify project Committee members
- Coordinate arrangements and committee member invitations for the Kickoff meeting and Awareness tour and other committee meetings (Phases 1-3)
- Coordinate arrangements for the CONSULTANT to meet with other Key stakeholders at the Norman Municipal building around the Kickoff meeting date
- Coordinate audio / visual accommodations and meeting facility room setup for all meetings
- Prepare and send regular meeting notifications
- Post regular project updates and meeting notifications to OWNER'S web site and Facebook page, and send updates via email and the OWNER'S Twitter account
- Create and maintain a transportation plan project web page on OWNER'S web site
- Create and maintain a City of Norman virtual town hall site to allow online comments and feedback from the community, using a "mindmixer.com" format or similar online idea collaboration option that is user friendly and is easily accessible to the community at-large. The site should be created using a web link (name) consistent with the project branding.
- Create and maintain a City of Norman Transportation Plan "Flickr" site (or organize the OWNER'S Facebook page) to allow photos to be uploaded and feedback to be provided from Steering Committee members and the public at-large
- Coordinate the download to the project Flickr site (or OWNER'S Facebook page) the steering committee's digital photos obtained during the kick-off meeting phase so members of the public can provide comments and feedback
- Prepare and provide project 3-ring binders for Steering Committee and Stakeholder Visioning Committee members to include project materials, meeting summaries, etc.
- Reproduce and provide meeting materials (prepared by the CONSULTANT) to the Steering Committee and Stakeholder Visioning Committee members (3-hole punch for binders)
- Coordinate bus transportation and conduct the planning area tour for the CONSULTANT, Steering Committee and Stakeholder Visioning Committee members

Phase 2: Community Listening and Visioning

- Continue regular meeting and project updates (mail, email, twitter, Facebook, etc.), and maintain the City of Norman project idea gathering sites (Mindmixer town hall site, Flickr, etc.)
- Reproduce and provide Visioning Workshop materials to committee members
- Provide staff facilitator assistance at the Council Ward Idea Gathering Sessions
- Coordinate arrangements and meeting places for Ward meetings
- OWNER or Steering Committee representative to provide opening remarks at each Ward meeting
- Distribute community transportation survey results as appropriate
- Provide City Planning Commission members with regular updates and invitations to Ward meetings

Phase 3: Envisioning the Future

- Continue regular meeting and project updates
- Coordinate and schedule a briefing with the full City Council
- Provide regular updates to the City Planning Commission

City of Norman, OK

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

Master

File Number: K-1112-47

File ID:	K-1112-47	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 28	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**		**File Created:**	08/26/2011
File Name:	K-1112-47 Football Academy			**Final Action:**	

Title: CONTRACT NO. K-1112-47: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND FOOTBALL ACADEMY, INC. FOR THE USE OF THE GRIFFIN PARK FOOTBALL FIELDS.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-47 with Football Academy, Inc.; and, if approved authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 28

Attachments: K-1112-47, Location map Griffin Park

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: suzanne.terry@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-1112-47

Body

BACKGROUND: Contract No. K-0607-50 with Football Academy, Inc. expired on 22 August 2011. Football Academy, Inc. has provided a flag football program for adults in Norman since 2000. The flag football program has grown over the term of the previous contract to the extent that it is no longer feasible to operate on one field.

DISCUSSION: Contract No. K-1112-47 with Football Academy, Inc. primarily provides for the use of an additional field with the option to use fields also being used by the Norman Youth Soccer Association. Field use provided in this contract will include fields three (3) and

four (4) as shown on the attached map of Griffin Park.

Other modifications provided for in Contract No. K-1112-47 are as follows:

- The contract will be in effect for a period of one (1) year with the option, upon agreement by both parties, to renew for an additional three (3) years.
- The contract is made consistent with other sports association contracts by additional annual reporting requirements including: 1) a program activity narrative, 2) league fee structures, and 3) an annual budget reflecting an itemization of revenues and expenditures by categories i.e. operating and capital costs.

RECOMMENDATION: It is recommended that Contract No. K-1112-47 with Football Academy, Inc. be approved so as to provide an adult flag football program at Griffin Park for the Parks and Recreation Department.

Contract #K-1112-47

AGREEMENT

This Agreement is a contract, made and entered into this_____day of_____, 2011 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and Football Academy, Inc., a non-profit corporation.

W I T N E S S E T H:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Griffin Community Park, and which was leased from the State of Oklahoma with public funds for a period of 50 years beginning in 1986 and ending in 2036 for the purpose of establishing and maintaining a public park, and

WHEREAS, the City recognizes that the said Griffin Community Park shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, Football Academy, Inc. desires to occupy and use a certain area of the Griffin Community Park for the purpose of providing an adult flag football program, for the use and benefit of its members, the adults of Norman and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to Football Academy, Inc. to use, for the purpose stated, the following described property, to-wit:

> Those parts of the Griffin Community Park which have been developed and are known as athletic fields number three (3) and four (4), as shown on the drawing which is attached hereto and made a part hereof. Football Academy, Inc. accepts football fields number three (3) and four (4) in their current condition and agrees to be responsible for any and all modifications to the facility as may be necessary.

(2) Term: This contract shall be in effect for the period of one (1) year from the date of the execution of this lease, with the option to renew the contract upon agreement by both parties for an additional three (3) year term. The contract may be terminated at any time in accordance with the provisions herein.

(3) It is agreed between the parties hereto that the purpose of operating Football Academy, Inc. is to provide practice and playing fields, football facilities and equipment in Norman for Football Academy, Inc. , to hold and arrange for football leagues, games and competitions for the adults of Norman and participants in grades seven and above, if desired, and also to provide supervised instruction and training for beginners of the sport of football.

(4) It is understood and agreed that Football Academy, Inc. has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(5) The City shall be allowed to appoint one person to attend all football meetings of Norman Football Academy, Inc. with all powers and privileges of the Football Committee. The City appointee shall effectively serve as City advisor to Football Academy, Inc., in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and Football Academy, Inc. during the use of aforementioned fields.

(6) Football Academy, Inc. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by Football Academy, Inc.'s use of said right and privilege or that of its agents or employees; provided, however, that Football Academy, Inc. shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to Football Academy, Inc. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect Football Academy, Inc., and Football Academy, Inc. shall have the right to compromise and defend the same to the extent of its own interest.

(7) Football Academy, Inc. shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Football Academy, Inc.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Football Academy, Inc. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Football Academy, Inc., to wit:

A. Worker's Compensation Insurance as prescribed by State Statute, if applicable.
B. Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(8) A. Football Academy, Inc. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said grounds by Football Academy, Inc., its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will provide sanitation dumpsters at three locations within Griffin Community Park for Football Academy, Inc. and City's use.

B. Football Academy, Inc. shall perform all maintenance duties and activities described in the attached exhibit A.

(9) A. Football Academy, Inc. shall schedule and periodically monitor how the premises are used. Football Academy, Inc. shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. Football Academy, Inc. shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of Football Academy, Inc. Football Academy Inc.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.

B. Football Academy, Inc. may charge an admission charge for any sanctioned tournament game or for any other sanctioned football event only after prior approval of the charge has been given by the City.

C. Football Academy, Inc. agrees to consider and make available Griffin Community Park fields three (3) and four (4) during periods when fields are not scheduled for use by Football Academy, Inc. providing request for use by other sports associations is received at least 60 days in advance of requested dates. Football Academy, Inc. agrees that no fees may be charged to other sports associations for said field use other than those provided for in this agreement.

(10) Football Academy, Inc. shall supply an annual report to the City of Norman Parks and Recreation Department. The annual report shall include a summary of all activity along with revenue and expenditure summaries for all activity for the preceding year. All detailed records associated with the Football Academy, Inc. shall be made available for review within ten days by the Football Academy, Inc. upon request from the City of Norman.

1) Narrative of all football leagues and tournament activity.
2) Organization mission statement and goals.
3) All league and tournament fee structures.
4) Number of games, team players, tournaments and scholarships.
5) Age of participants.
6) Breakdown of expenditures by category i.e. equipment, labor, supplies, capital, etc.
7) Disclosure of all commissions, refunds and rebates to the organization.
8) Beginning and ending fund balances.
9) Annual budget including revenues, maintenance and operating, and capital costs.
10) Current record of officers including addresses and phone number, and persons authorized to make expenditures on behalf of Football Academy, Inc.
11) Names of those responsible for maintaining books and records.
12) A copy of incorporation documents and non-profit certification.

(11) Football Academy, Inc. shall provide an overall schedule to the Parks and Recreation Department of regular season play, as well as dates of tournaments and other sanctioned events.

(12) Football Academy, Inc. shall provide to the Parks and Recreation Department an estimated budget prior to the beginning of all leagues. The budgets shall include revenue and expenditure projections in the areas of league play, tournament play, capital equipment and capital improvements.

(13) Football Academy, Inc. agrees that no officer or member of Football Academy, Inc. shall be allowed a commission, refund or rebate of any kind relative to the Football Academy, Inc. program at Griffin Park.

(14) Football Academy, Inc. agrees to maintain all financial records associated with the Football program for a period of seven years. These financial records shall be maintained in such detail to account for gross receipts and expenditures for all significant organizational activities. Financial recording system shall be made available for review upon request by the City of Norman's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.

(15) It is further understood and agreed between the parties that the rights and privileges granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Griffin Community Park, including all sanitary regulations of any governmental authority which the City may be authorized to enforce.

(16) Football Academy, Inc. agrees that no structure of any nature shall be erected by Football Academy, Inc. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Director of any proposed construction and approval, in writing, has been given by said director.

(17) Football Academy, Inc. agrees to pay the electrical cost for the use of Griffin Park Football fields number three and four, during their league games and/or practices and tournaments at the rate of (number of fixtures X 1.6 X $.10) or $3.20 per hour per field.

(18) It is further agreed that the City shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any of the provisions of the contract. Prior to such cancellation Football Academy, Inc. shall be afforded a hearing before the board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the mailing or delivery of notice of cancellation to Football Academy, Inc. Any such notice shall be mailed or delivered to such officer of Football Academy, Inc. or other person as designated by Football Academy, Inc., and Football Academy, Inc. agrees to inform the City immediately after its annual election the names of its officers for the ensuing year and the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Director of the City of Norman. Football Academy, Inc. shall have the right to cancel this contract providing it gives a 30 day notice to the Parks and Recreation office.

(19) In the event this contract is cancelled, for any reason, Football Academy, Inc. shall have the right to remove any movable improvements and/or structures placed upon the property by Football Academy, Inc. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(20) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose for which the premises were dedicated. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(21) Football Academy, Inc. agrees further that it will not deny membership in such organization to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by Football Academy, Inc. without prior written consent of the City of Norman.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

FOOTBALL ACADEMY, INC.

ATTEST:

BY Mickey Williams
President

Secretary

Before me, the undersigned, a Notary Public in and for said County and State, this 30 day of August, 2011, personally appeared Mickey Williams to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:
30 January 2013 #01000390

Approved as to form and legality this 31st day of August, 2011.

City Attorney

CITY OF NORMAN

BY

ATTEST: Mayor

City Clerk

EXHIBIT A
RESPONSIBILITIES OF
FOOTBALL ACADEMY, INC.

1. Mark or prepare fields prior to each game.

2. Insure that all teams have proper safety equipment to participate in the sport in a safe manner.

3. Pick up trash on a daily basis in the field complex and common areas around playing field.

4. Pay the electrical cost at the rate of number of fixtures X 1.6 X $.10 per hour, or $3.20 per hour per field.

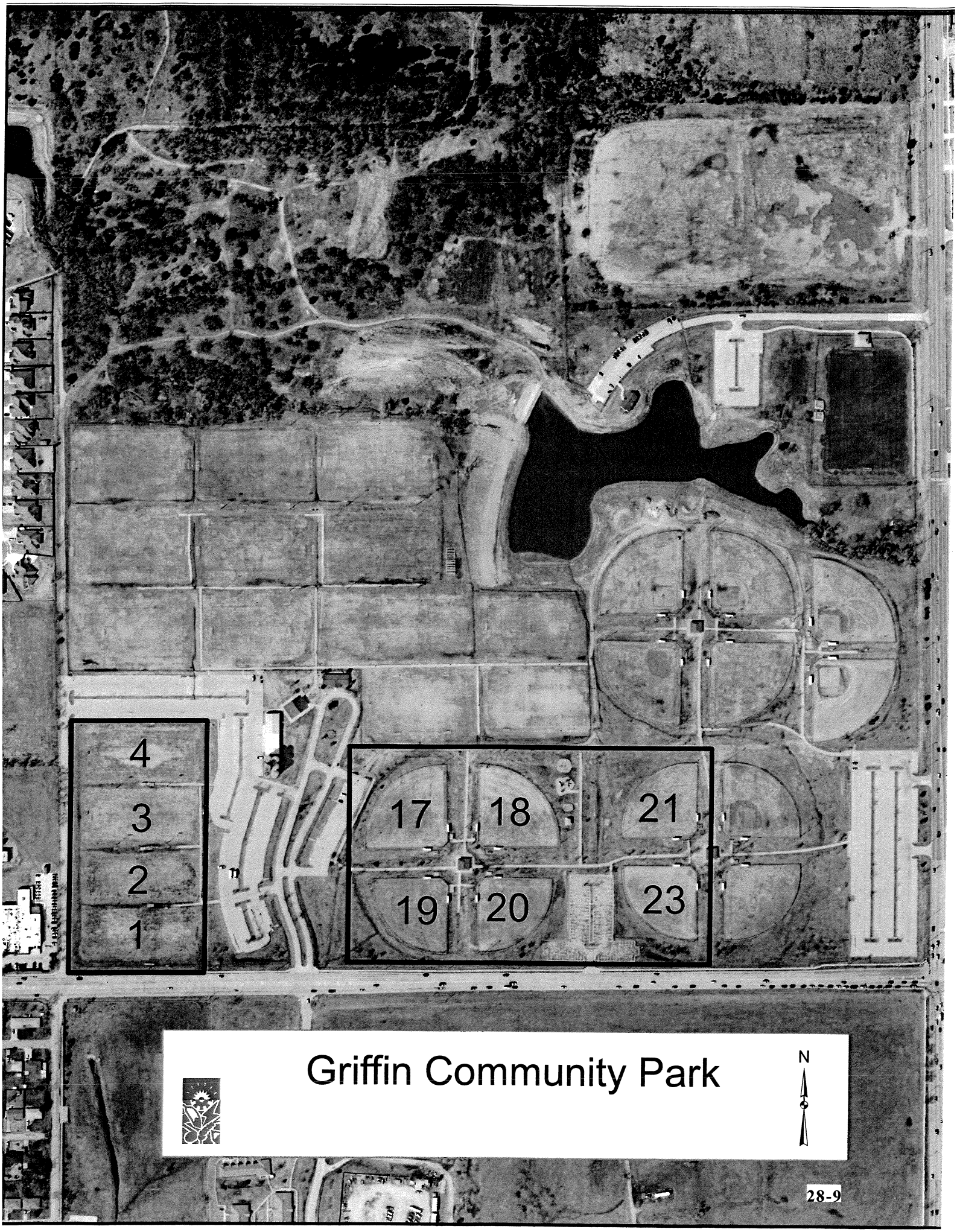
5. Insure that any player who registers by the deadline will be placed on a team according to league rules.

EXHIBIT B
RESPONSIBILITIES OF
THE CITY OF NORMAN

1. Major fence repairs and maintenance.

2. Lighting repairs and maintenance.

3. Provide initial cut of yard and field lines.


4
3
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Griffin Community Park
N

City of Norman, OK

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

Master

File Number: K-1112-50

File ID:	K-1112-50	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 29	**In Control:**	City Council
Department:		**Cost:**		**File Created:**	08/22/2011
File Name:	Grant from OK Hwy Safety Office K-1112-50			**Final Action:**	

Title: CONSIDERATION OF THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF $95,500 FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE TO BE USED BY THE POLICE DEPARTMENT FOR ENFORCEMENT AND/OR EDUCATION OF IMPAIRED DRIVING; TRAFFIC COLLISION RECONSTRUCTION; SEAT BELT AND MANDATORY CHILD RESTRAINT LAWS; AND SEAT BELT COMPLIANCE, APPROVAL OF CONTRACT NO. K-1112-50, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $95,500 from the Oklahoma Highway Safety Office to be used by the Police Department; and, if accepted, approve Contract No. K-1112-50; authorize execution of the contract; and appropriate $95,500 from the Special Grant Fund Balance (022-0000-253.30-00) designating $81,000 to Other Salaries/Overtime-Regular (022-6019-421.21-10) and $14,500 to Professional Service/Training and Development (022-6019-421.40-17; and upon reimbursement, deposit the funds into Other Revenue/Traffic & Alcohol Enforcement (022-0000-331.13-40).

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 29

Attachments: 2012 OHSO Grant Agreement.pdf

Project Manager: Captain Kevin Foster

Entered by: kathy.lamar@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File K-1112-50

Body

BACKGROUND: The Oklahoma Highway Safety Office has informed the Norman Police Department that it has been awarded a grant in the amount of $95,500. The money is allocated in the following categories: $45,000 to increase enforcement and education of impaired driving; $14,500 to host a traffic collision reconstruction school for up to 30 law enforcement officers, including some Norman police officers; $27,000 to increase enforcement and education of seat belt and mandatory child restraint laws; and $9,000 to increase enforcement of both impaired driving and seat belt compliance during three combined enforcement projects during the grant year. The funds will be used to reimburse overtime incurred by officers engaged in these traffic enforcement projects.

DESCRIPTION: The Norman Police Department will conduct projects in support of the *"Click It or Ticket"* campaign and *"Over the Limit Under Arrest"* campaign. These projects are designed to increase compliance with the seat belt and mandatory child restraint laws, the impaired driving laws, and to reduce the injuries involved in motor vehicle crashes. The Norman Police Department will also increase patrol and checkpoints targeting high accident locations, locations of citizen's complaints, and those individuals not in compliance with seat belt and child restraint laws, as well as the DUI/DWI laws. The police department will supply the Oklahoma Highway Safety Office with enforcement and survey statistics on a monthly basis as stated in the attached contract between Oklahoma Highway Safety Office and the City of Norman. Funding reimbursement will continue through September 30, 2012.

RECOMMENDATION: It is recommended that funds in the amount of $95,500 be appropriated from Special Grant Fund Balance 022-0000-253.20-00 to Overtime-Regular account 022-6019-421.21-10 ($81,000); and Professional Service/Training and Development account 022-6019-421.40-17 (14,500); and upon reimbursement, receipted to Other Revenue/Traffic & Alcohol Enforcement account 022-0000-331.13-40.

OKLAHOMA HIGHWAY SAFETY OFFICE

3223 North Lincoln
Oklahoma City, OK 73105-5403
(405) 523-1570
(405) 523-1586 Fax

August 12, 2011

Captain Kevin Foster
Norman Police Department
201-B West Gray St.
Norman, OK 73069

Dear Captain Foster:

Enclosed is a copy of your pending 2012 grant agreement with the Oklahoma Highway Safety Office.

In order to complete the grant agreement process, signatures and notarization are required. Please sign, notarize and return **both** signature pages, along with all grant agreement pages, to this address:

Oklahoma Highway Safety Office
3223 N. Lincoln Blvd.
Oklahoma City, OK 73105
Attn: Administrative Staff

Please note that the signing authority, and not the project director, must sign the signature pages. Please also make sure that the second signature space is left blank, as it is intended for the use of the OHSO only. Do not retain any of the pages from this packet, other than this letter; however, you may make photocopies if you wish.

Your grant agreement is not effective until signed copies are returned to our office and signed by the OHSO Director. You will receive a letter notifying you of the effective date of the grant agreement and an original copy of all documents. If you have any questions, please contact your Program Manager at (405) 523-1570.

Sincerely,

J. Kevin Behrens
Interim Director, Oklahoma Highway Safety Office

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OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT - PART I

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PROJECT DIRECTOR'S REPORT

LAW ENFORCEMENT ACTIVITY REPORT

OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT – PART I

TITLE OF PROJECT

Norman PD Impaired Driving Enforcement

GRANT EFFECTIVE DATE	PROJECT NUMBER	HIGHWAY SAFETY FUNDS OBLIGATED
_____	K8-12-03-28-04	$ 45,000.00
GRANT PERIOD		
FROM October 1, 2011	OP-12-03-04-04	$ 41,500.00
TO September 30, 2012		
PROJECT PERIOD	CE-12-03-21-04	$ 9,000.00
FROM October 1, 2000		
TO September 30, 2012		$ 95,500.00

AFFIDAVIT

State of Oklahoma, County of Cleveland. I, Cindy S. Rosenthal, of lawful age, being duly sworn, on oath say, that I am the duly authorized agent of the City of Norman of Norman, Oklahoma, for executing this grant with the Oklahoma Highway Safety Office (OHSO). I further state and agree to comply, to the best of my knowledge, information and belief, with all municipal, state and federal laws, regulations and directives governing grants including, but not limited to, those listed in this agreement. Referenced documents are on file at the OHSO. I further state that any and all claims for reimbursement under this agreement will be true and correct, that the work, services, or materials as shown by any claim will have been completed or supplied in accordance with the plans, specifications, orders, requests and all other terms of the grant prior to the filing of claims. I further state that I am the duly authorized agent of the grantee for the purpose of certifying the facts pertaining to the giving of things of value to governmental personnel in order to procure the grant or obtain payment, I am fully aware of the facts and circumstances surrounding the making of the grant and have been personally and directly involved in the proceedings leading to the procurement of the grant; and neither the grantee nor anyone subject to the grantee's direction or control has been paid, given or donated or agreed to pay, give or donate (to any officer or employee of the State of Oklahoma) any money or other things of value, either directly or indirectly, in procuring the grant or obtaining payment.

In reviewing this grant agreement and the circumstances involved with its implementation, an opinion was derived by the undersigned that any negative environmental impact will be substantially outweighed by the projected benefits of this project.

Date _____, 20_____ Signature _____

Title _____

Subscribed and Sworn to, before me, this _____ day of _____, 20_____

My Commission expires _____ Commission Number _____ _____

Notary Public

AFFIDAVIT

State of Oklahoma, County of Oklahoma.

I, J. Kevin Behrens, of lawful age, being first duly sworn on oath say, that I am the duly authorized representative of the Governor of the State of Oklahoma and am duly authorized to carry out the statutory provisions of 47 O.S. 1971, Section 40-107, and all other laws, regulations and directives, pertinent to highway safety in the State of Oklahoma to the best of my knowledge, information, and belief.

Date _____, 20_____ Signature _____

Interim Director, Highway Safety Office

Subscribed and Sworn to, before me, this _____ day of _____, 20_____

My Commission expires _____ Commission Number _____ _____

Notary Public

OHSO-P-2 (06/10)

OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT – PART I

TITLE OF PROJECT

Norman PD Impaired Driving Enforcement

GRANT EFFECTIVE DATE	PROJECT NUMBER	HIGHWAY SAFETY FUNDS OBLIGATED
_____	K8-12-03-28-04	$ 45,000.00
GRANT PERIOD	OP-12-03-04-04	$ 41,500.00
FROM October 1, 2011	CE-12-03-21-04	$ 9,000.00
TO September 30, 2012		
PROJECT PERIOD		$ 95,500.00
FROM October 1, 2000		
TO September 30, 2012		

AFFIDAVIT

State of Oklahoma, County of Cleveland. I, Cindy S. Rosenthal, of lawful age, being duly sworn, on oath say, that I am the duly authorized agent of the City of Norman of Norman, Oklahoma, for executing this grant with the Oklahoma Highway Safety Office (OHSO). I further state and agree to comply, to the best of my knowledge, information and belief, with all municipal, state and federal laws, regulations and directives governing grants including, but not limited to, those listed in this agreement. Referenced documents are on file at the OHSO. I further state that any and all claims for reimbursement under this agreement will be true and correct, that the work, services, or materials as shown by any claim will have been completed or supplied in accordance with the plans, specifications, orders, requests and all other terms of the grant prior to the filing of claims. I further state that I am the duly authorized agent of the grantee for the purpose of certifying the facts pertaining to the giving of things of value to governmental personnel in order to procure the grant or obtain payment, I am fully aware of the facts and circumstances surrounding the making of the grant and have been personally and directly involved in the proceedings leading to the procurement of the grant; and neither the grantee nor anyone subject to the grantee's direction or control has been paid, given or donated or agreed to pay, give or donate (to any officer or employee of the State of Oklahoma) any money or other things of value, either directly or indirectly, in procuring the grant or obtaining payment.

In reviewing this grant agreement and the circumstances involved with its implementation, an opinion was derived by the undersigned that any negative environmental impact will be substantially outweighed by the projected benefits of this project.

Date _____, 20_____ Signature _____

Title _____

Subscribed and Sworn to, before me, this _____ day of _____, 20_____

My Commission expires _____ Commission Number _____ _____

Notary Public

AFFIDAVIT

State of Oklahoma, County of Oklahoma.

I, J. Kevin Behrens, of lawful age, being first duly sworn on oath say, that I am the duly authorized representative of the Governor of the State of Oklahoma and am duly authorized to carry out the statutory provisions of 47 O.S. 1971, Section 40-107, and all other laws, regulations and directives, pertinent to highway safety in the State of Oklahoma to the best of my knowledge, information, and belief.

Date _____, 20_____ Signature _____

Interim Director, Highway Safety Office

Subscribed and Sworn to, before me, this _____ day of _____, 20_____

My Commission expires _____ Commission Number _____ _____

Notary Public

OHSO-P-2 (06/10)

Title of Project:
Norman PD Impaired Driving Enforcement

Project Number: K8-12-03-28-04 / OP-12-03-04-04 / CE-12-03-21-04

Responsible Agency: Norman Police Department
Project Director: Captain Kevin Foster
Phone Number: 405-321-1600
Address: 201-B West Gray Street
Norman, OK 73069
Fax: 405-366-5329
Email: Kevin.foster@normanok.gov

Reimbursement Information (where check is to be mailed):
Payee: City of Norman
Address: PO Box 370
Norman, OK 73069

OHSO Funds Obligated: $ 95,500.00 Other Funds Obligated: $
Source of Other Funds:
Total of OHSO and Other Funds: $ 95,500.00

PROJECT SUMMARY NARRATIVE SECTION

The following pages of this PROJECT SUMMARY NARRATIVE SECTION will contain:
The Problem Identification, Project Goal, Project Description, Equipment and Equipment Justification, and Evaluation. The project objectives must be time-framed and measurable. The narrative also needs to include personnel utilization.

PROJECT GOAL:
To reduce the total number of Alcohol-related KAB crashes in Norman by 2%, from 33 in 2010 to 32 in 2012.

PROBLEM IDENTIFICATION:
The city of Norman, which encompasses 190 square miles, is located a short distance south of Oklahoma City in Cleveland County. Within its jurisdiction is a major lake and one of the largest universities in the state.

The population in the City of Norman continues to grow, currently with more than 111,000 year-round residents, and an additional 20,000+ transient population associated with the University of Oklahoma. Of this number, almost 4,000 are high school students. As a result, many of the city's drivers are young and inexperienced. Often these young drivers make the poor choice of driving after they have had too much to drink. Increased enforcement and education are needed to discourage impaired driving and encourage better choices.

Results of the initial Seat Belt Survey conducted in November of 2010, indicated a positive overall compliance rate for the City of Norman at 91.2%, with daytime compliance at 92.9% and night time compliance at 89.4%; however, a late evening compliance check conducted in the city after nine o'clock PM indicated only 76% compliance. The discrepancy in late evening compliance rates would tend to indicate that increased education and later evening enforcement activities may be necessary to increase consistent use of occupant restraints.

PROJECT DESCRIPTION:
The Norman Police Department will implement activities in support of national highway safety goals and target violators that contribute to the causes and severity of motor vehicle crashes.

Using the appropriate funding source, this project will target impaired driving enforcement in an effort to decrease alcohol-related impaired driving crashes. Project officers will also utilize overtime pay for occupant protection enforcement, and will participate in overtime enforcement activities for the combined occupant protection and impaired driving project.

Overtime assignments will be focused on locations and times where high incidents of KAB crashes are likely to occur. Public information and education events will be conducted to inform the public of traffic safety issues and related events occurring in the city.

Enforcement waves conducted during the combined occupant protection and impaired driving project will take place during the months of November, April, and July/August. Norman PD will be responsible for scheduling appropriate overtime shifts between 1500 and 0300 hours during each wave, collecting enforcement activity from each wave, and reporting enforcement activity online.

In addition, the Norman Police Department will coordinate plans and host the IPTM Collision Reconstruction Course. The course will be taught by instructors from the Institute of Police Technology and Management (IPTM), and will be offered to approximately thirty (30) students, consisting of officers from partner agencies within the Oklahoma City metropolitan area.

The Norman Police Department will also support NHTSA's national initiatives by participating in the *Click-It or Ticket* mobilization and the *Drive Sober or Get Pulled Over* crackdown, including pre- and post-mobilization/crackdown reporting.

EQUIPMENT JUSTIFICATION:
NA

EVALUATION:
At the conclusion of the project year, and no later than November 1, 2012, the Project Director will submit a Summary Report outlining the accomplishments and deficits of the project and will compare results to initial baseline data (2010) to determine whether the project's goals were met.

BUDGET SUMMARY

PROJECT TITLE:	Federal Fiscal Year: 2012	PROGRAM AREA
Norman PD Impaired Driving Enforcement	Project Number: K8-12-03-28-04/OP-12-03-04-04/ CE-12-03-21-04	410 - Alcohol

COST CATEGORY ITEMS		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Annual Total
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
I. PERSONNEL														
A. Salaries	P	5,555	8,333	5,555	5,555	5,555	5,555	8,333	5,555	5,555	5,555	8,333	5,555	74,994
	A													0.00
B. Benefits	P	445	667	445	445	445	445	667	445	445	445	667	445	6,006
	A													0.00
II. TRAVEL														
A. In-State Travel	P													0
	A													0.00
B. Out-of-State Travel	P													0
	A													0.00
III. OPERATING COSTS	P													0
	A													0.00
IV. CONTRACTUAL COSTS	P						14,500							14,500
	A													0.00
V. EQUIPMENT	P													0
	A													0.00
MONTHLY TOTAL	P	6,000	9,000	6,000	6,000	6,000	20,500	9,000	6,000	6,000	6,000	9,000	6,000	95,500
	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

P = Projected Expenditures
A = Actual Expenditures (To be completed by Project Director each month.)

OHSO-P-2c (06/10)

BUDGET DETAILS

PROJECT TITLE:	Federal Fiscal Year: 2012	PROGRAM AREA
Norman PD Impaired Driving Enforcement	Project Number: K8-12-03-28-04/OP-12-03-04-04/CE-12-03-21-04	410 - Alcohol

COST CATEGORY ITEMS		DESCRIPTION OF EXPENDITURE ITEMS		MONTH OCT / APR	NOV / MAY	DEC / JUN	JAN / JUL	FEB / AUG	MAR / SEP	TOTALS SEMI-ANNUAL / ANNUAL
I.A.	1	Overtime salary for officers working dedicated impaired driving enforcement and/or PI&E, not to exceed 1.5 times regular hourly rate, unless contractually required and pre-approved by OHSO. **K8-12-03-28-04**	P	3,472	3,472	3,472	3,472	3,472	3,472	20,832
			A							0.00
			P	3,472	3,472	3,472	3,472	3,472	3,472	41,664
			A							0.00
I.A.	2	Overtime salary for officers working dedicated occupant protection enforcement and/or PI&E, not to exceed 1.5 times regular hourly rate, unless contractually required and pre-approved by OHSO. **OP-12-03-04-04**	P	2,083	2,083	2,083	2,083	2,083	2,083	12,498
			A							0.00
			P	2,083	2,083	2,083	2,083	2,083	2,083	24,996
			A							0.00
I.A.	3	Overtime salary for officers working enforcement during each of the 3 combined enforcement waves, not to exceed 1.5 times regular hourly rate, unless contractually required and pre-approved by OHSO. **CE-12-03-21-04**	P		2,778					2,778
			A							0.00
			P	2,778				2,778		8,334
			A							0.00
I.B.	1	Benefits for overtime enforcement hours worked/ PI&E dedicated to impaired driving. (Rate not to exceed .0765 times overtime salary paid, unless pre-approved by OHSO.) **K8-12-03-28-04**	P	278	278	278	278	278	278	1,668
			A							0.00
			P	278	278	278	278	278	278	3,336
			A							0.00
I.B.	2	Benefits for overtime enforcement hours worked/ PI&E dedicated to occupant protection. (Rate not to exceed .0765 times overtime salary paid, unless pre-approved by OHSO.) **OP-12-03-04-04**	P	167	167	167	167	167	167	1,002
			A							0.00
			P	167	167	167	167	167	167	2,004
			A							0.00

P = Planned Budget
A = Actual Expenditures (To be completed by Project Director each month.)

OHSO-P-2d(06/10)

BUDGET DETAILS

PROJECT TITLE:	Federal Fiscal Year: 2012	PROGRAM AREA
Norman PD Impaired Driving Enforcement	Project Number: K8-12-03-28-04/OP-12-03-04-04/CE-12-03-21-04	410 - Alcohol

COST CATEGORY ITEMS		DESCRIPTION OF EXPENDITURE ITEMS		MONTH OCT / APR	NOV / MAY	DEC / JUN	JAN / JUL	FEB / AUG	MAR / SEP	TOTALS SEMI-ANNUAL / ANNUAL
I.B.	3	Benefits for overtime enforcement hours worked during each of the 3 combined enforcement waves. (Rate not to exceed .0765 times overtime salary paid, unless pre-approved by OHSO.) **CE-12-03-21-04**	P		222					222
			A							0.00
			P	222				222		666
			A							0.00
IV.	1	Costs to host the IPTM Advanced Traffic Crash Investigation Course. Cost of the program includes Instructor Salaries, instructor travel and expenses, and classroom materials. **OP-12-03-04-04**	P						14,500	14,500
			A							0.00
			P							14,500
			A							0.00
			P							0
			A							0.00
			P							0
			A							0.00
			P							0
			A							0.00
			P							0
			A							0.00
			P							0
			A							0.00
			P							0
			A							0.00

P = Planned Budget

A = Actual Expenditures (To be completed by Project Director each month.)

ACTIVITY / MILESTONES

PROJECT TITLE:	Federal Fiscal Year: 2012	PROGRAM AREA
Norman PD Impaired Driving Enforcement	Project Number: K8-12-03-28-04/OP-12-03-04-04/ CE-12-03-21-04	410 - Alcohol

No.	Activities		MILESTONES												
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Total
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
1	Hours of overtime impaired driving enforcement worked. Estimate of 984 hours at an average overtime rate of $42.00 per hour.	P	82	82	82	82	82	82	82	82	82	82	82	82	984
		A													0
2	Number of DUI/DWI/APC arrests made during Impaired Driving overtime shifts. (Target is one arrest per six overtime hours worked)	P	14	14	14	14	14	14	14	14	14	14	14	14	168
		A													0
3	Number of citations and written warnings issued (NOT TO INCLUDE DUI/DWI/APC ARRESTS PREVIOUSLY REPORTED ABOVE). No target established.	P	X	X	X	X	X	X	X	X	X	X	X	X	0
		A													0
4	Hours of overtime occupant protection enforcement worked. Estimate of 600 hours at an average overtime rate of $42.00 per hour.	P	50	50	50	50	50	50	50	50	50	50	50	50	600
		A													0
5	Number of occupant protection citations and written warnings issued during OP overtime shifts. (Target is two written contacts per overtime hour worked).	P	100	100	100	100	100	100	100	100	100	100	100	100	1200
		A													0

P = Projected Activities

A = Actual Activities Accomplished (To be completed by Project Director each month.)

ACTIVITY / MILESTONES

PROJECT TITLE:	Federal Fiscal Year: 2012	PROGRAM AREA
Norman PD Impaired Driving Enforcement	Project Number: K8-12-03-28-04/OP-12-03-04-04/ CE-12-03-21-04	410 - Alcohol

No.	Activities		MILESTONES												
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Total
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
6	Number of citations and written warnings issued during OP shifts. (NOT TO INCLUDE OCCUPANT PROTECTION CONTACTS PREVIOUSLY REPORTED - line 5). No target established.	P	X	X	X	X	X	X	X	X	X	X	X	X	0
		A													0
7	Number of overtime hours Combined Enforcement worked.	P		66					66				66		198
		A													0
8	Total number of written contacts issued during Combined Enforcement shifts, focusing on Impaired Driving and Occupant Protection.	P		X					X			X	X		0
		A													0
9	Report activity associated with Combined Enforcement waves on the on-line reporting system	P		X					X				X		0
		A													0
10	Conduct pre- and post- seat belt use surveys.	P	X											X	0
		A													0

29-11

P = Projected Activities

A = Actual Activities Accomplished (To be completed by Project Director each month.)

ACTIVITY / MILESTONES

PROJECT TITLE:	Federal Fiscal Year: 2012	PROGRAM AREA
Norman PD Impaired Driving Enforcement	Project Number: K8-12-03-28-04/OP-12-03-04-04/ CE-12-03-21-04	410 - Alcohol

No.	Activities		MILESTONES												
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Total
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
11	Number of PI&E events/activities (to include media contacts, press releases, safety presentations, social media, etc.)	P	X	X	X	X	X	X	X	X	X	X	X	X	0
		A													0
12	Provide roster of students successfully completing the IPTM Crash Investigation Course.	P							X						0
		A													0
13	Support NHTSA's national goals and participate in the national Click-It or Ticket & Drive Sober or Get Pulled Over mobilizations, including pre and post activity reporting.	P								X			X		0
		A													0
14	Provide monthly claim submissions and support documentation, including Law Enforcement Activity Report.	P	X	X	X	X	X	X	X	X	X	X	X	X	0
		A													0
15	Submit Project Evaluation Summary to OHSO by November 1, 2012.	P		X (2012)											0
		A													0

29-12

P = Projected Activities

A = Actual Activities Accomplished (To be completed by Project Director each month.)

REGULATIONS AND DIRECTIVES

The Grantee, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Grantee agrees to implement the project in accordance with federal statues, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.

2. Compliance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 49 CFR Parts 21 and 27. Title Viii of the Civil Rights Act of 1968 and any other nondiscrimination provisions in the specific statute(s) which may apply to the application.

3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.

4. Buy America Act, 23 U.S.C. 101.

5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:
   (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
   (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
   - *Restriction on State Lobbying;* None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

7. Equipment Purchased with Highway Safety Funds

   - Ownership of equipment purchased is vested in the Grantee, who must use the property only for the authorized purpose of this project(49 CFR, Part 18 (Common Rule))
   - Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory
   - Equipment maintenance and liability coverage are the Grantee's responsibility
   - Grantee shall not remove, transfer, or dispose of the property without prior written approval from OHSO
   - If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report

To dispose of *ANY* equipment, the Grantee *MUST*:

1. **Write a letter of request to OHSO;**
2. **State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;**
3. **Maintain equipment until Grantee receives letter of approval.**
4. **Return Equipment to OHSO**

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

SPECIFIC AGREEMENTS – PART III

Grantee shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Grantee vehicles and/or on Grantee business to use safety belts in accordance with State law.

Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of your entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant award.

Grantee shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.

Grantee shall encourage all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures.

Grantee shall submit monthly activity and reimbursement reports (including all appropriate documentation) to OHSO. Reports shall be submitted within 30 days of the end of the reporting month. Failure to comply with this 30-day limit may result in denial of the reimbursement claim.

Reports should include, as a minimum, the following:

1. Project Director's Report.
2. Budget Summary (include all cumulative year-to-date information).
3. Budget Details (include all cumulative year-to-date information).
4. Activity Milestones (include all cumulative year-to-date information).
5. Financial documentation for the current report (time sheets, payroll documents, invoices, purchase orders, and/or other appropriate verification of expenditures).
6. Activity documentation for the current report (include information on all projected activities whether completed or not, and any additional activities that were conducted; an explanation should be provided for any activities not completed).
7. Any additional, pertinent information to the project for the current reporting period.

This is a Federally funded project. The Federal Funds are provided by the NHTSA and, as such, may be subject to audit under Office of Management and Budget (OBM) or A-133. Unless other arrangements are made, any required audit is the responsibility of the Grantee.

Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.)

These "Specific Agreement" topics have been provided in an effort to assist grantees. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.

The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

OKLAHOMA HIGHWAY SAFETY OFFICE

PROJECT DIRECTOR'S REPORT

TITLE OF PROJECT

Norman Police Department Impaired Driving Enforcement

CONTRACT NUMBER	REIMBURSEMENT	
K8-12-03-28-04/OP-12-03-04-04/CE-12-03-21-04	Claimed	$ _____
REPORTING PERIOD From _____ To _____	OHSO USE ONLY Amount Disallowed	$ _____
	Total Allowed	$ _____

SUMMARY OF ACCOMPLISHMENTS FOR REPORTING PERIOD

AFFIDAVIT

I, _____, the undersigned, of lawful age, being first duly sworn, on oath, say that I am the duly authorized Project Director of the above mentioned grant agreement with the Oklahoma Highway Safety Office; do depose and say that I have full knowledge of this "Project Director's Report"; that said report is, in accordance with the aforementioned grant agreement, true and correct and that the claim for reimbursement is correct, just and due; that the amount claimed, after allowing all just credits, is now due and wholly unpaid; and that I am duly authorized to file this request for reimbursement of the aforementioned expenditure of funds. Affiant further states that he/she has fully complied with all Municipal, State and Federal Laws, Regulations and directives governing grants including, but not limited to, those listed in Parts II and III of the aforementioned grant agreement, to the best of his/her knowledge, information and belief.

PROJECT DIRECTOR'S SIGNATURE

City of Norman Contractor	_____ Signature
Norman Police Department Department or Division	_____ Date

OHSO USE ONLY	
	The Oklahoma Highway Safety Office hereby acknowledges satisfactory performance of all grant activities required under the above mentioned grant agreement. Documentation of the receipt and/or performance is on file and available at OHSO.
	By _____ Date _____ P.O. # _____

OHSO-P-6 (07/07)

OKLAHOMA HIGHWAY SAFETY OFFICE
Law Enforcement Activity Report Form

AGENCY	Norman Police Department							**PROJECT NUMBER**			K8-12-03-28-04/OP-12-03-04-04 CE-12-03-21-04		
MONTH	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
CATEGORY													
Speed Related													0
Seat Belt/ CR													0
DUI/DWI/APC													0
All Other													0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0

City of Norman, OK

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

Master

File Number: K-1112-51

File ID:	K-1112-51	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 30	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**		**File Created:**	08/29/2011
File Name:	K-1112-51 Optimist Club			**Final Action:**	

Title: CONTRACT NO. K-1112-51: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND OPTIMIST CLUB OF NORMAN FOR THE USE OF THE REAVES PARK AND GRIFFIN PARK AND TERMINATION OF CONTRACT NOS. K-0607-51 AND K-0809-141.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-51 with the Optimist Club of Norman; and, if approved, authorize the execution thereof and terminate Contract Nos. K-0607-51 and K-0809-141.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 30

Attachments: K-1112-51, K-0607-51, K-0809-141, Reaves Park - -FOSTER.pdf, Griffin Park --FOSTER.pdf

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: suzanne.terry@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-1112-51

Body

BACKGROUND: Contract No. K-0809-141 with the Norman Optimist Club (N.O.C.) is for the use of the Reaves Park Baseball Complex and would expire on 28 April 2014. Contract No. K-0607-51 is with the N.O.C. for the use of football fields at Griffin Park and would expire 12 September 2012.

The N.O.C. has successfully facilitated a youth baseball program at Reaves Park since 1999

and has also facilitated a youth football program at Griffin Park since 1991. Due to significant program growth the N.O.C. football games were moved from Griffin Park to Reaves Park in 1999. The additional fields and perimeter fencing made it more conducive to operate the youth football program at the Reaves Park location. Three of the football fields at Griffin Park were retained as practice fields for the N.O.C. teams.

DISCUSSION: At this time we would like to combine both of these agreements into one. Accordingly, we are recommending terminating Contract No. K-0809-141 (baseball) and Contract No. K-0607-51 (football) and entering into Contract No. K-1112-51 with N.O.C. for the purpose of providing baseball and football programs for the youth of Norman.

Contract No. K-1112-51 will accommodate N.O.C.'s existing programs and provide for the following new provisions:

- Six baseball fields at Griffin Park will be provided for N.O.C. football practice areas. All six fields have restroom facilities and lighting available; and will increase the amount of practice space available for N.O.C. teams.
- The three practice fields at Griffin Park previously used by N.O.C.'s football program will now be used for the soccer and adult flag football programs.
- The contract is for a one-year term with the option to renew for an additional three-year term after satisfactory review by both parties.

Consistent with all other City sports complex contracts, N.O.C. is required to provide annual reports for each program to the Parks and Recreation Department which is presented to the Board of Park Commissioners.

RECOMMENDATION NO. 1: It is recommended that City Council terminate Contract No. K-0809-141 and Contract No. K-0607-51 with the Norman Optimist Club for the use of the Griffin and Reaves Parks.

RECOMMENDATION NO. 2: It is further recommended upon termination of Contract Nos. K-0809-141 and K-0607-51 that City Council approve Contract No. K-1112-51 with the Norman Optimist Club for the Use of Reaves and Griffin Parks for the Parks and Recreation Department.

Contract # K-1112-51

AGREEMENT

This Agreement is a contract, made and entered into this 6 day of September, 2011, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Optimist Club a non-profit corporation, hereinafter called "N.O.C."

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Reaves Park baseball complex located in Reaves Park.

WHEREAS, the City recognizes that the said Reaves Park baseball complex shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, N. O. C. desires to occupy and use a certain area of the Reaves Park and Griffin Park for the purpose of providing baseball and football programs for the use and benefit of its members, the youth of Norman, and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to N.O.C. to use, manage and operate for the purpose stated, the following described property, to-wit:

> Those parts of the Reaves Park which have been developed and are known as the Reaves Park baseball complex, as shown on the drawing which is attached hereto and made a part hereof. More particularly described as follows:
>
> Those parts of Griffin Park known as athletic fields 17, 18, 19, 20, 23 and 24, from September through November, for the purpose of providing football practice facilities.

To have and to hold for a term of one (1) year from the date of the execution of this lease, with the option to renew the contract upon agreement by both parties for an additional three (3) years. The contract may be terminated at any time in accordance with the provisions herein.

(2) N. O. C. agrees to pay to the City for such rights and privilege the sum of one dollar ($1.00) per year, which sum shall be payable in advance.

(3) It is agreed between the parties hereto that the purpose of this agreement is for N. O. C. to provide practice and playing fields, to hold and arrange youth baseball leagues, games and competitions for boys ages nine (9) years and older and youth football leagues, games and competitions for youth in grades K through sixth (6th).

It is understood and agreed that N. O. C. has adopted safety rules and regulations, copies of which are on file with the City, and will continue to practice and enforce such rules and regulations.

(4) The City shall be allowed to appoint one person to attend all meetings of the N.O.C. football and baseball subcommittees. The City appointee shall effectively serve as City advisor to the N. O. C. in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and the N.O.C.

(5) N. O. C. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by N. O. C.'s use of said right and privilege or that of its agents or employees; provided, however, that N. O. C. shall not be liable for injury, damage or loss occasioned by the negligence of the City, its agents or employees; and provided further that the City shall give to N. O. C. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect N. O. C., and N. O. C. shall have the right to compromise and defend the same to the extent of its own interest.

N. O. C. shall, at its own expense, keep in force insurance of the following types, naming the City as additional insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with N. O. C.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's negligence and N. O. C. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by N. O. C., to wit:

(A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.

(B) Provide liability insurance for both personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(6) (A) N. O. C. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all trash, of every kind, deposited upon said ground by N. O. C., its members or patrons trash each day at its own expense. The City will provide sanitation dumpsters at the parks for the N. O. C.'s and the City's use at no charge to N.O.C.

(B) N. O. C. shall perform all maintenance duties and activities described in the attached exhibit A.

(C) N. O. C. agrees to apply adequate water at the Reaves Park complex, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.

(D) N. O. C. agrees to maintain the existing irrigation system at Reaves Park at it's own expense and agrees to return said system to the City in proper working condition at such time as this lease is terminated by either party. City agrees that irrigation system shall be in proper working order at the time this contract becomes effective.

(E) The City shall perform maintenance duties and activities described in the attached exhibit B.

(7) A. N. O. C. shall schedule and monitor how the premises are used. This contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of N. O. C. N. O. C.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.

B. N. O. C. may charge an admission charge for sanctioned league games, tournament games or for any other sanctioned N. O. C. event if deemed appropriate or necessary by N.O.C.

C. Unless previously agreed by the City and N.O.C., all tournament proceeds shall be made payable to N.O.C. Third party tournament hosts shall be required to submit expenditure receipts to N.O.C. for any proceeds derived by a tournament at the Reaves Park facility. Said tournament proceeds may only be used for the purpose of benefiting the youth of Norman or those participating in the program. No other receipts shall be acceptable. Third party tournament organizers shall meet the same financial and tax reporting guidelines required of N.O.C. by the City.

D. N.O.C. agrees to provide concession operations for all league and tournament games.

E. N.O.C. agrees that all designated parking areas provided for in the agreement shall not be used by N.O.C. at any time during the Medieval Fair unless otherwise agreed to by the city.

F. N. O. C. shall supply an annual report for each program to the City Parks and Recreation Department and the Norman City Council prior to January 1st of each year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the areas of concessions, league play and tournament play for the preceding year. Documentation of concession receipts and disbursements shall be kept on a bi-weekly basis. All detailed records associated with each program shall be made available for review within ten days by N.O.C., upon request from the City of Norman. The annual report shall also include the following:

1. Narrative of all league and tournament activity
2. Organization mission statement and goals
3. All league and tournament fee structure
4. Number of games, teams, players, tournaments and scholarships
5. Age of participants

6. Breakdown of revenues by category (equipment, labor, supplies, capital, etc)
7. Disclosure of all commission, refunds and rebates to the organization
8. Beginning and ending fund balances
9. Annual budgets including revenues, m & o and capital costs
10. Current record of officers including who can authorize expenditures
11. Names of those responsible for maintaining books and records
12. A copy of incorporation documents and non-profit certification

G. N. O. C. shall provide an overall schedule to the Parks and Recreation Department of regular season play as well as dates of tournaments and other sanctioned events.

H. N. O.C. shall provide to the Parks and Recreation Department an estimated budget prior to the spring and fall seasons. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital improvements.

I. N.O.C. agrees that all sub contractors agreements shall be designed to be financially beneficial to N.O.C. and that a copy of all such agreements shall be provided to the City upon request.

J. N.O.C. agrees that no officer or member of N.O.C. shall be allowed a commission, refund or rebate of any kind relative to the Reaves Park baseball or football program or this contract.

K. N.O.C. agrees to maintain all financial records associated with baseball and football for a period of seven years. These financial records shall be maintained in such detail to account for gross receipts and expenditures for all significant organization activities. Financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.

L. Proceeds from the operation of the Reaves Park Complex shall be used for the operation, maintenance and improvement of the Complex. After the necessary operating expenses, maintenance and improvements have been made, any balance remaining may be used for other Optimist programs benefiting the youth of Norman. The City of Norman Parks and Recreation Department shall review and report to Council annually that all necessary maintenance and improvements have been made to the Complex. Any improvements made with funds from the complex are to remain as part of the complex.

(8) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Reaves and Griffin Park complexes, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(9) N. O. C. agrees that no permanent structure of any nature shall be constructed by N. O. C. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Department of any proposed construction and approval, in writing, has been given by said department, and any permanent structure approved by the City becomes property of the City upon termination of this contract.

(10) N. O. C. agrees to pay one hundred percent (100%) of all electric costs used by N.O.C. at Reaves and Griffin Parks. Payment shall be made not less than one time per year. Time of payment or payments shall be mutually agreed by both parties.

(11) It is further understood that the facilities governed by this agreement are public facilities and that N. O. C. shall be responsible for third party leases of said facilities when available for public use.

(12) It is further agreed that should the City receive a third party request to use the facilities N.O.C. shall make a reasonable effort to accommodate said request, said approval not to be unreasonably withheld by N.O.C.

(13) It is understood that N. O. C. may charge a light fee to any group which, during its lease, is requesting light usage. However, the assessed fee shall not exceed the City's then current fee for the use of ballfield lights. N. O. C. shall be responsible for activating and deactivating any and all light usage at the Reaves and Griffin Park facilities. It is also understood that N.O.C. may charge additional fees in an amount to recover any maintenance expense which might be incurred by N.O.C. N.O.C. agrees that all fees charged to third party agreements shall be applied consistently.

(14) It is further agreed that both parties shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any violation of the provisions of the contract. Should it be determined that a default has occurred in the contract, the party in the fault shall have thirty (30) days from the date of notice to cure said default. Prior to such cancellation, N. O. C. shall be afforded a hearing before the Board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the delivery of notice of cancellation. Any such notice shall be delivered to the president of N. O. C. or other person as designated by the N. O. C., and the N. O. C. agrees to post on their website within ten (10) days after its annual election the names of its officers for the ensuing year the addresses to which such notice may be delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Department of the City of Norman.

(15) In the event this contract is canceled, for any reason, N. O. C. shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by the N. O. C. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(16) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose other than baseball or football. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(17) N. O. C. agrees further that it will not deny membership in such N. O. C. to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by N. O. C. without prior written consent of the City of Norman, said consent not to be unreasonably withheld.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

NORMAN OPTIMIST CLUB

ATTEST:

BY _____
President

_____
Secretary

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of Sept., 2011, personally appeared Russ Lowry to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public: Suzanne E. Terry #01000390
My Commission Expires: 30 Jan. 2013

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

_____
City Attorney

CITY OF NORMAN

BY _____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
RESPONSIBILITIES OF NORMAN OPTIMIST CLUB AT REAVES PARK

1. Drag, mark and maintain infields and outfields with the exception of responsibilities of City provided in Exhibit B.

2. Maintain infields including watering.

3. Require that all teams have proper equipment to participate in the program in a safe manner.

4. Maintain the irrigation system of all fields.

5. Pick up trash on a daily basis in complex and common areas around playing fields including parking area adjacent to fields during program use.

6. Make minor fencing and backstop repairs and maintenance including painting and other necessary repairs.

7. Provide necessary repairs including painting to bleachers and player's benches.

8. Apply adequate water to field areas.

9. Pay the electrical cost as provided herein.

10. It is the responsibility of Norman Optimist Club, Inc. to make reasonable efforts to insure that any player wanting to play baseball or football who registers by the deadline will be placed on a team. If more players register than is reasonable for team rosters, players will be wait-listed or refused based on latest date of registration.

11. Provide all necessary restroom and building maintenance for restroom facility and indoor practice facility at Reaves Park baseball complex.

12. Turn off electrical breakers to all scoreboards on a daily basis.

RESPONSIBILITIES OF NORMAN OPTIMIST CLUB AT GRIFFIN PARK

1. Pay the electric cost as provided herein.

2. Remove al trash on a daily basis following N.O.C.'s use of said facilities.

EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)
AT REAVES PARK

1. Mowing infields and outfields and non playing areas.

2. Major fencing repairs and maintenance not caused by Lessee negligence.

3. Lighting repairs and maintenance.

4. Application of weed killer to fence rows.

5. Fertilizing outfields and infields at least twice per year.

6. Till designated areas in off season, once each year.

7. When possible, provide or make available specialty equipment, owned by the City, for proper field maintenance.

8. Winterize plumbing in the concession building following season completion notice by N.O.C.

9. Maintain 4" main trunk line which feeds sprinkler system.

10. Install safety netting provided by N.O.C. above spectator area for field safety.

11. Remove safety netting at the conclusion of the baseball season.

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)
AT GRIFFIN PARK

1. Provide initial cutting and painting of yard lines on outfields for football practice areas.

2. Mowing and all field maintenance.

3. Allow access to restroom facilities during the week.

4. Provide working lights for practices.

Contract #K-0607-51

AGREEMENT

This Agreement is a contract, made and entered into this 12th day of Sept., 2006, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Optimist Club, Inc., Inc., Inc., a non-profit corporation.

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Griffin Community Park, and which was leased from the State of Oklahoma with public funds for a period of 50 years beginning in 1986 and ending in 2036 for the purpose of establishing and maintaining a public park, and

WHEREAS, the City recognizes that the said Griffin Community Park shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, the Norman Optimist Club, Inc. desires to occupy and use a certain area of the Griffin Community Park for the purpose of providing a football program, to begin August 1st through April 30th of each year, for the use and benefit of its members, the youth of Norman, and the general public.

WHEREAS, the Norman Optimist Club, Inc. will work with the City of Norman Parks and Recreation Department and Football Academy, Inc. in scheduling the league during the same period of time to avoid conflicts.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to the Norman Optimist Club, Inc. to use, for the purpose stated, the following described property, to-wit:

Those parts of the Griffin Community Park which have been developed and are known as the football fields #1 through #3, as shown on the drawing which is attached hereto and made a part hereto.

To have and to hold for a term of five (5) years from the date of the execution of this lease, or until such time as this lease may be terminated as provided herein, which ever date occurs first.

(2) It is agreed between the parties hereto that the purpose of operating the Norman Optimist Club, Inc. is to provide practice and playing fields, football facilities and equipment in Norman for the Norman Optimist Club, Inc. to hold and arrange for football leagues, games and competitions for the youth of Norman, grades six and under, and also to provide supervised instruction and training for beginners of the sport of football.

It is understood and agreed that the Norman Optimist Club, Inc. has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(3) The City shall be allowed to appoint one person to attend all football meetings of the Norman Optimist Club, Inc. with all powers and privileges of the Football Committee including the right to vote. The City appointee shall effectively serve as City advisor to the Norman Optimist Club, Inc. in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and the Norman Optimist Club, Inc. during the use of aforementioned fields.

(4) The Norman Optimist Club, Inc. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by the Norman Optimist Club, Inc.'s use of said right and privilege or that of its agents or employees; provided, however, that the Norman Optimist Club, Inc. shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to the Norman Optimist Club, Inc. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect the Norman Optimist Club, Inc. and the Norman Optimist Club, Inc. shall have the right to compromise and defend the same to the extent of its own interest.

The Norman Optimist Club, Inc. shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with the Norman Optimist Club, Inc.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and the Norman Optimist Club, Inc. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by the Norman Optimist Club, Inc. to wit:

A. Worker's Compensation Insurance as prescribed by State Statute, if applicable.

B. Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(5) A. The Norman Optimist Club, Inc. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by the Norman Optimist Club, Inc., its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will provide sanitation dumpsters at three locations within Griffin Community Park for the Norman Optimist Club, Inc.'s and City's use.

B. The Norman Optimist Club, Inc. shall perform all maintenance duties and activities described in the attached exhibit A.

(6) A. The Norman Optimist Club, Inc. shall schedule and periodically monitor how the premises are used. The Norman Optimist Club, Inc. shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. The Norman Optimist Club, Inc. shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of the Norman Optimist Club, Inc. The Norman Optimist Club, Inc.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.

B. The Norman Optimist Club, Inc. may charge an admission charge for any sanctioned tournament game or for any other sanctioned football event only after prior approval of the charge has been given by the City.

C. The Norman Optimist Club, Inc. shall supply an annual football report to the City of Norman Parks and Recreation Department. The annual report shall include a summary of all activity along with revenue and expenditure summaries for all activity for the preceding year. All detailed records associated with the Norman Optimist Club, Inc. shall be made available for review within ten days by the Norman Optimist Club, Inc., upon request from the City of Norman.

D. The Norman Optimist Club, Inc. shall provide an overall schedule to the Parks and Recreation Director of regular season play, as well as dates of tournaments and other sanctioned events.

(7) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Griffin Community Park, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(8) The Norman Optimist Club, Inc. agrees that no structure of any nature shall be erected by the Norman Optimist Club, Inc. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Director of any proposed construction and approval, in writing, has been given by said director.

(9) The Norman Optimist Club, Inc. agrees to pay the electrical cost for the use of Griffin Parks Football fields number one, two and three during their league games and/or practices and tournaments, at the rate of (number of fixtures X 1.6 X $.10) or $3.20 per hour per field.

(10) It is further agreed that the City shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any of the provisions of the contract. Prior to such

cancellation the Norman Optimist Club, Inc. shall be afforded a hearing before the Board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the mailing or delivery of notice of cancellation to the Norman Optimist Club, Inc. Any such notice shall be mailed or delivered to such officer of the Norman Optimist Club, Inc. or other person as designated by the Norman Optimist Club, Inc., and the Norman Optimist Club, Inc. agrees to inform the City immediately after its annual election the names of its officers for the ensuing year the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Director of the City of Norman. The Norman Optimist Club, Inc. shall have the right to cancel this contract providing it gives a 30 day notice to the Parks and Recreation Director.

(11) In the event this contract is cancelled, for any reason, the Norman Optimist Club, Inc.shall have the right to remove any movable improvements and/or structures placed upon the property by the Norman Optimist Club, Inc. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(12) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose for which the premises were dedicated. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(13) The Norman Optimist Club, Inc. agrees further that it will not deny membership in such Club to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by the Norman Optimist Club, Inc. without prior written consent of the City of Norman.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

NORMAN OPTIMIST CLUB, INC.

ATTEST:

Michelle Linhart
Secretary

BY _____
President

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of August, 2006, personally appeared Jeff Marley to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

28-5

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

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
Pat Elmore
Cleveland County

Pat Elmore
Notary Public

My Commission Expires:
April 28 2007

Approved as to form and legality this 6th day of September, 2006.

City Attorney

CITY OF NORMAN

BY Harold Haralson
Mayor

ATTEST:

City Clerk

EXHIBIT A
RESPONSIBILITIES OF THE NORMAN OPTIMIST CLUB, INC.

1. Mark Fields

2. Insure that all teams have proper safety equipment to participate in the sport in a safe manner.

3. Pick up trash on a daily basis in the four field complex and common areas around playing fields.

4. Pay the electrical cost at the rate of number of fixtures X 1.6 X $.10 per hour, or $3.20 per hour per field.

5. Top dress fields as needed to maintain a safe playing surface.

6. It is the responsibility of the Norman Optimist Club, Inc. to insure that any player who registers by the deadline will be placed on a team according to league rules.

EXHIBIT B
RESPONSIBILITIES OF THE CITY OF NORMAN

1. Mowing fields and non-playing areas.

2. Major fence repairs and maintenance.

3. Lighting repairs and maintenance.

4. Application of weed killer to fence row.

5. Water and fertilize fields.

7. Cut yard lines and side lines.

Contract # K-0809-141

AGREEMENT

This Agreement is a contract, made and entered into this 28th day of April, 2009, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Optimist Club a non-profit corporation, hereinafter called "N.O.C."

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Reaves Park baseball complex located in Reaves Park.

WHEREAS, the City recognizes that the said Reaves Park baseball complex shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, N. O. C. desires to occupy and use a certain area of the Reaves Park for the purpose of providing a baseball program for the use and benefit of its members, the youth of Norman, and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to N.O.C. to use, manage and operate for the purpose stated, the following described property, to-wit:

> Those parts of the Reaves Park which have been developed and are known as the Reaves Park baseball complex, as shown on the drawing which is attached hereto and made a part hereof. More particularly described as follows:
>
> A part of the surface of the Southwest Quarter (SW/4) of Section 5, Township 8 North, Range 2 West of the Indian Meridian.

To have and to hold for a term of five (5) years from the date of the execution of this lease, or until such time as this lease may be terminated as provided herein, which ever date occurs first. Upon agreement of both parties N.O.C. shall have the option to extend this agreement for an additional five year period at the point of termination of each period of agreement.

(2) N. O. C. agrees to pay to the City for such rights and privilege the sum of one dollar ($1.00) per year, which sum shall be payable in advance on or before the 9th day of March each year of this Agreement.

(3) It is agreed between the parties hereto that the purpose of this agreement is for N. O. C. to provide practice and playing fields, to hold and arrange baseball leagues, matches and competitions for boys ages thirteen (13) and up. Boys eleven to twelve (11-12) year old competitive league baseball may be included with written consent by both parties.

It is understood and agreed that N. O. C. has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(4) The City shall be allowed to appoint one person to attend all baseball subcommittee meetings of the Board of Directors of N. O. C. The City appointee shall effectively serve as City advisor to the N. O. C. in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and the N.O.C.

(5) N. O. C. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by N. O. C.'s use of said right and privilege or that of its agents or employees; provided, however, that N. O. C. shall not be liable for injury, damage or loss occasioned by the negligence of the City, its agents or employees; and provided further that the City shall give to N. O. C. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect N. O. C., and N. O. C. shall have the right to compromise and defend the same to the extent of its own interest.

N. O. C. shall, at its own expense, keep in force insurance of the following types, naming the City as additional insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with N. O. C.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's negligence and N. O. C. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by N. O. C., to wit:

(A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.

(B) Provide liability insurance for both personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(6) (A) N. O. C. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all trash, of every kind, deposited upon said ground by N. O. C., its members or patrons trash each day at its own expense. The City will provide sanitation dumpsters at the park for the N. O. C.'s and the City's use at no charge to N.O.C.

(B) N. O. C. shall perform all maintenance duties and activities described in the attached exhibit A.

(C) N. O. C. agrees to apply adequate water, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.

(D) N. O. C. agrees to maintain the existing irrigation system at it's own expense and agrees to return said system to the City in proper working condition at such time as this lease is terminated by either party. City agrees that irrigation system shall be in proper working order at the time this contract becomes effective.

(E) The City shall perform maintenance duties and activities described in the attached exhibit B.

(7) A. N. O. C. shall schedule and monitor how the premises are used. This contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of N. O. C. N. O. C.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.

B. N. O. C. may charge an admission charge for sanctioned league games, tournament games or for any other sanctioned N. O. C. event if deemed appropriate or necessary by N.O.C.

C. Unless previously agreed by the City and N.O.C., all tournament proceeds shall be made payable to N.O.C. Third party tournament hosts shall be required to submit expenditure receipts to N.O.C. for any proceeds derived by a tournament at the Reaves Park facility. Said tournament proceeds may only be used for the purpose of benefiting the youth of Norman or those participating in the program. No other receipts shall be acceptable. Third party tournament organizers shall meet the same financial and tax reporting guidelines required of N.O.C. by the City.

D. N.O.C. agrees to provide concession operations for all league and tournament games.

E. N.O.C. agrees that all designated parking areas provided for in the agreement shall not be used by N.O.C. at any time during the Medieval Fair unless otherwise agreed to by the city.

F. N. O. C. shall supply an annual report to the City Parks and Recreation Department and the Norman City Council prior to January 1st of each year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the areas of concessions, league play and tournament play for the preceding year. Documentation of concession receipts and disbursements shall be kept on a daily basis. All detailed records associated with the baseball program shall be made available for review within ten days by N.O.C., upon request from the City of Norman. The annual report shall also include the following:

1. Narrative of all baseball league and tournament activity
2. Organization mission statement and goals
3. All league and tournament fee structure
4. Number of games, teams, players, tournaments and scholarships
5. Age of participants

6. Breakdown of revenues by category (equipment, labor, supplies, capital, etc)
7. Disclosure of all commission, refunds and rebates to the organization
8. Baseball beginning and ending fund balance
9. Annual baseball budget including revenues, m & o and capital costs
10. Current record of officers including who can authorize expenditures
11. Names of those responsible for maintaining books and records

G. N. O. C. shall provide an overall schedule to the Parks and Recreation Department of regular season play as well as dates of tournaments and other sanctioned events.

H. N. O.C. shall provide to the Parks and Recreation Department an estimated budget prior to the spring and fall seasons. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital improvements.

I. N.O.C. agrees that all sub contractors agreements shall be designed to be financially beneficial to N.O.C. and that a copy of all such agreements shall be provided to the City upon request.

J. N.O.C. agrees that no officer or member of N.O.C. shall be allowed a commission, refund or rebate of any kind relative to the Reaves Park baseball program or this contract.

K. N.O.C. agrees to maintain all financial records associated with baseball for a period of seven years. These financial records shall be maintained in such detail to account for gross receipts and expenditures for all significant organization activities. Financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.

L. Proceeds from the operation of the Reaves Park Baseball Complex shall be used for the operation, maintenance and improvement of the Complex. After the necessary operating expenses, maintenance and improvements have been made, any balance remaining may be used for other Optimist programs benefiting the youth of Norman. The City of Norman Parks and Recreation Department shall review and report to Council annually that all necessary maintenance and improvements have been made to the Complex. Upon review by City of Norman Parks and Recreation Department that all operating expenditures have been paid and all necessary maintenance and improvements have been met the Parks and Recreation Director shall authorize the use of any excess funds by N.O.C. A detail of these expenditures is to be submitted with the annual report. Any improvements made with funds from the complex are to remain as part of the complex.

(8) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Reaves Park baseball complex, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(9) N. O. C. agrees that no permanent structure of any nature shall be constructed by N. O. C. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Department of any proposed construction and approval, in writing, has been given by said department, and any permanent structure approved by the City becomes property of the City upon termination of this contract.

(10) N. O. C. agrees to pay one hundred percent (100%) of all electric costs for the Reaves Park baseball complex. Payment shall be made not less than one time per year. Time of payment or payments shall be mutually agreed by both parties.

(11) It is further understood that the facilities governed by this agreement are public facilities and that N. O. C. shall be responsible for third party lease of Reaves Park baseball complex when available for public use.

(12) It is further agreed that should the City receive a third party request to use the facilities N.O.C. shall make a reasonable effort to accommodate said request, said approval not to be unreasonably withheld by N.O.C.

(13) It is understood that N. O. C. may charge a light fee to any group which, during its lease, is requesting light usage. However, the assessed fee shall not exceed the City's then current fee for the use of ballfield lights. N. O. C. shall be responsible for activating and deactivating any and all light usage at the Reaves Park baseball complex. It is also understood that N.O.C. may charge additional fees in an amount to recover any maintenance expense which might be incurred by N.O.C. N.O.C. agrees that all fees charged to third party agreements shall be applied consistently.

(14) It is further agreed that both parties shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any violation of the provisions of the contract. Should it be determined that a default has occurred in the contract, the party in the fault shall have fifteen (15) days from the date of notice to cure said default. Prior to such cancellation, N. O. C. shall be afforded a hearing before the Board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the delivery of notice of cancellation. Any such notice shall be delivered to the president of N. O. C. or other person as designated by the N. O. C., and the N. O. C. agrees to inform the City within ten (10) days after its annual election the names of its officers for the ensuing year the addresses to which such notice may be delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Department of the City of Norman.

(15) In the event this contract is canceled, for any reason, N. O. C. shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by the N. O. C. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(16) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose other than baseball. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(17) N. O. C. agrees further that it will not deny membership in such N. O. C. to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by N. O. C. without prior written consent of the City of Norman, said consent not to be unreasonably withheld.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

NORMAN OPTIMIST CLUB

ATTEST:

BY _____
President

_____
Secretary

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of April, 2009, personally appeared Jim Haraman to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public Rachelle Lenhart
My Commission Expires: 4/02/2011

RACHELLE LENHART NOTARY PUBLIC No. 07003226 EXP. 4/02/2011 IN AND FOR STATE OF OKLAHOMA

Approved as to form and legality this 16th day of April, 2009.

_____
City Attorney

CITY OF NORMAN

BY _____
Mayor

ATTEST:

_____
City Clerk

Approved by City Council on 4/28/09

25-7

EXHIBIT A

RESPONSIBILITIES OF
NORMAN OPTIMIST CLUB

1. Drag, mark and maintain infields and outfields with the exception of responsibilities of City provided in Exhibit B.

2. Maintain infields including watering.

3. Require that all teams have proper baseball equipment to participate in the program in a safe manner.

4. Maintain the sprinkling system of all fields.

5. Pick up trash on a daily basis in complex and common areas around playing fields including parking area adjacent to fields during program use.

6. Make minor fencing and backstop repairs and maintenance including painting and other necessary repairs.

7. Provide necessary repairs including painting to bleachers and player's benches.

8. Apply adequate water to field areas.

9. Pay the electrical cost as provided herein.

10. Work with the Norman Public School Athletic Director in scheduling field use for 9th Grade and junior varsity baseball games and practices during their season.

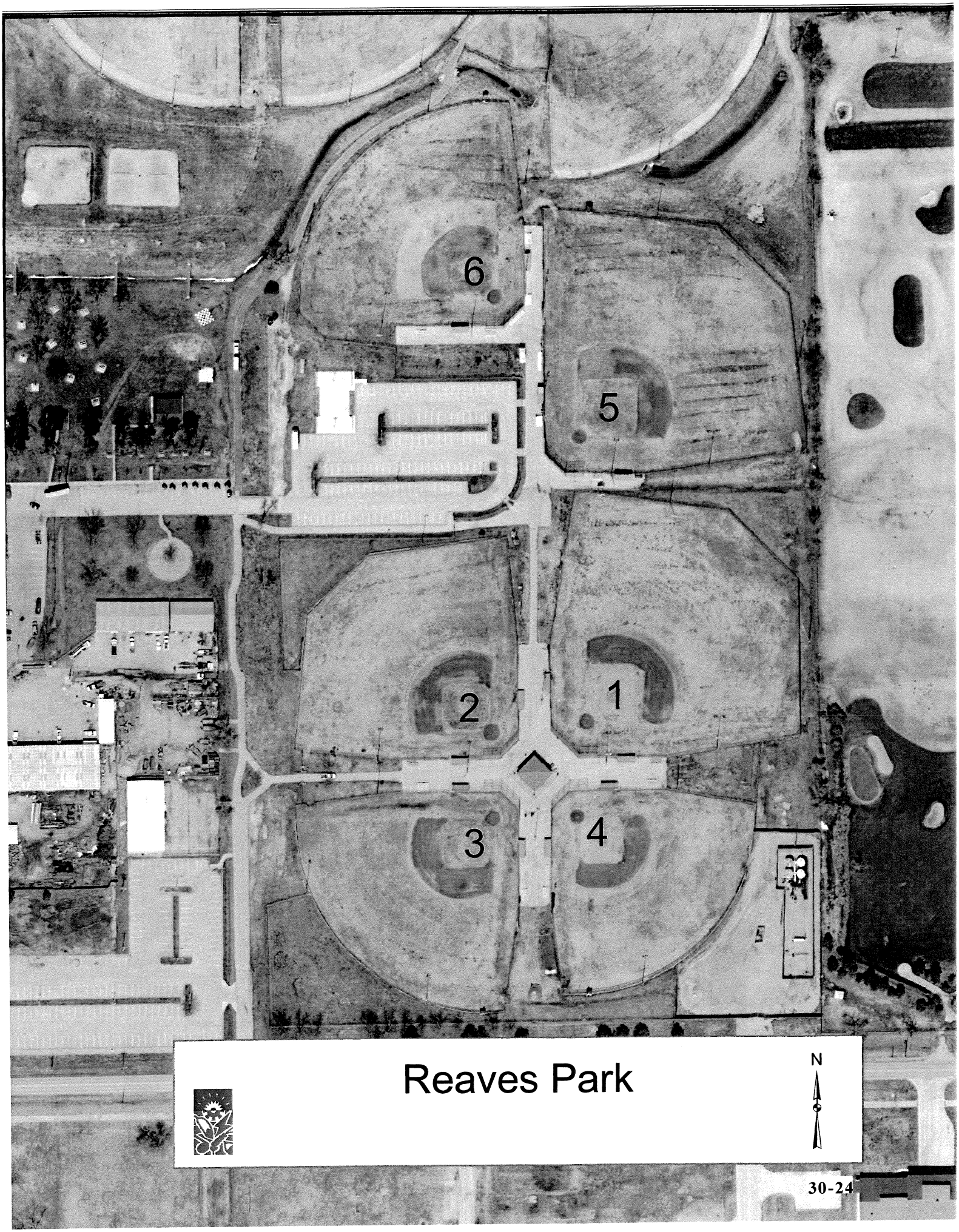
11. It is the responsibility of Norman Optimist Club, Inc. to make reasonable efforts to insure that any player wanting to play baseball who registers by the deadline will be placed on a team. If more players register than is reasonable for team rosters, players will be wait listed or refused based on latest date of registration.

12. Provide all necessary restroom and building maintenance for restroom facility and indoor practice facility at Reaves Park baseball complex.

EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)

1. Mowing infields and outfields and non playing areas.
2. Major fencing repairs and maintenance not caused by Lessee negligence.
3. Lighting repairs and maintenance.
4. Application of weed killer to fence rows.
5. Fertilizing outfields and infields at least twice per year.
6. Till designated areas in off season, once each year.
7. When possible, provide or make available specialty equipment, owned by the City, for proper field maintenance.
8. Winterize plumbing in the concession building following season completion notice by N.O.C.
9. Maintain 4" main trunk line which feeds sprinkler system.
10. Install safety netting provided by N.O.C. above spectator area for field safety.
11. Remove safety netting at the conclusion of the baseball season.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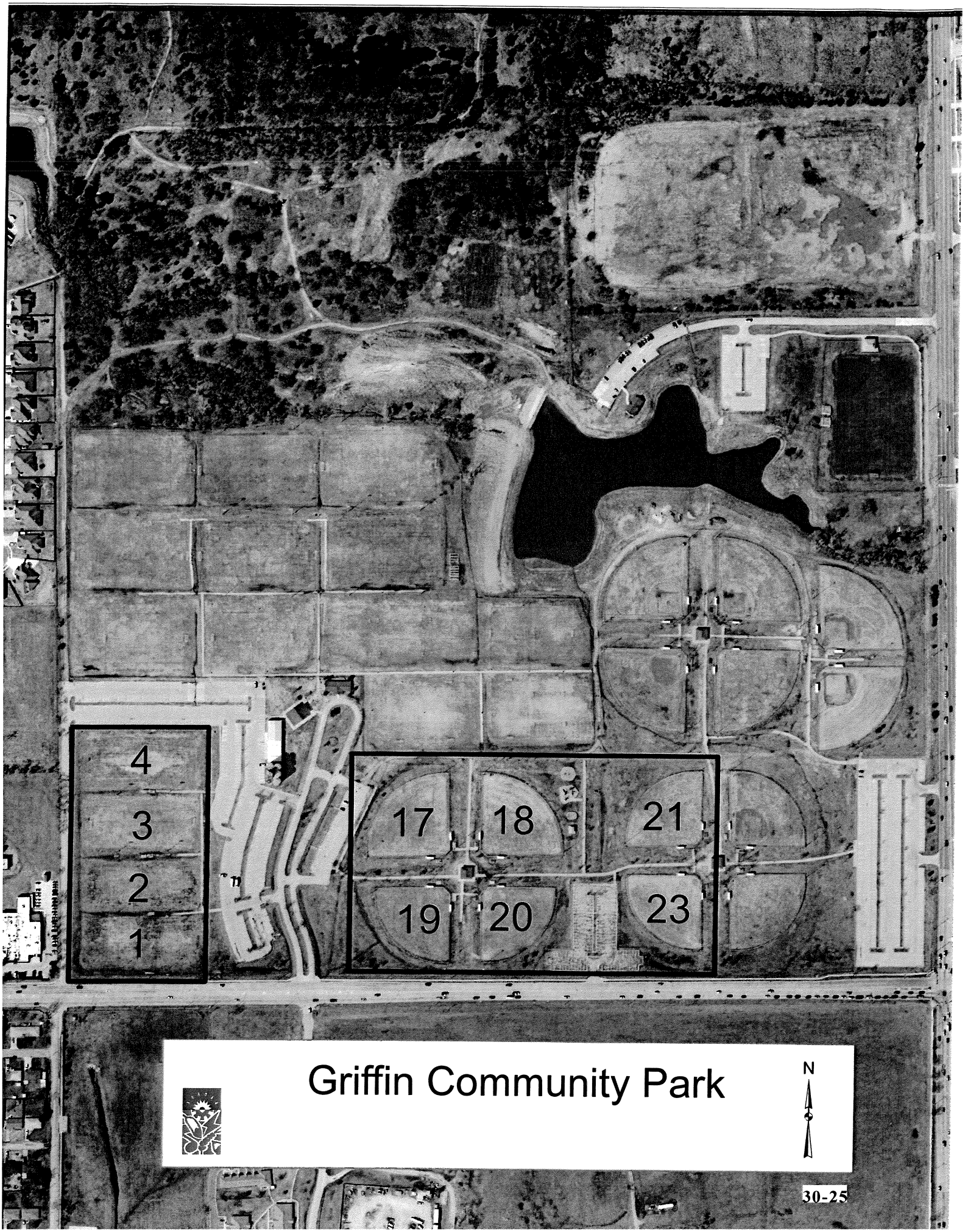
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Griffin Community Park
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City of Norman, OK

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

Master

File Number: GID-1112-15

File ID:	GID-1112-15	**Type:**	Request for Payment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 31	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$46,367.06	**File Created:**	08/22/2011
File Name:	WCC Willard Stephens			**Final Action:**	

Title:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $46,367.06 REGARDING WILLARD D. STEPHENS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC 2010-06080 J.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of $46,367.06 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 31

Attachments: Payment Table, Court Award, Reqs

Project Manager: Blaine Nice, 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 GID-1112-15

Body

BACKGROUND: Willard D. Stephens is a Heavy Equipment Operator with the Waste Disposal Division of the Utilities Department. He was hired on July 12, 1991 as a Sanitation Worker I. He was reclassified to Transfer Station Attendant on January 5, 1996 and was promoted to Sanitation Worker II on January 30, 2002. Finally, on November 20, 2006 he was promoted to Heavy Equipment Operator. He was injured on May 1, 2010 when he

slipped and fell down some stairs which were wet. He struck his right side in the fall. The case proceeded through the normal litigation process and a trial was held on August 11, 2011. The Court Order is being presented to City Council at this time. It is recommended that this Order be accepted.

DISCUSSION:

Nature of Claim. Mr. Stephens was hired by City of Norman on July 12, 2991 as a Maintenance Worker I in the Line Maintenance Division of Public Works. His current position is a Heavy Equipment Operator. On May 1, 2010, he alleges multiple injuries when he slipped and fell down some stairs and injured his right shoulder, wrist, and arm.

Issues for Trial. There is no question that Mr. Stephens was injured on the job. The only issue presented at trial was the issue of nature and extent of his injuries. Nature and extent is determined by the trial judge based on the claimant's testimony and expert medical evidence. The Workers' Compensation Court Judge is free to accept either doctors' opinion or find anywhere within the range of competent medical evidence presented. Permanent Partial Disability ("PPD") is a factual determination made by the Workers' Compensation Court trial judge based upon the evaluating doctors' opinions regarding the extent of permanent partial impairment.

On June 24, 2010, Mr. Stephens was evaluated by Dr. Lance E. Rosson, who opined 35% PPD to the whole man for his injuries. This rating equates to $62,825 PPD. On July 28, 2011, Mr. Stephens was evaluated by the City's doctor, Dr. LeRoy Young, who opined 6% PPD to the whole man. This rating equates to $10,770. The trial judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's maximum exposure to compensate Mr. Stephens for his injury is $62,825.

Court Award. This case was heard by the Workers' Compensation Court on August 11, 2011. After hearing the Claimant's testimony and considering the expert medical evidence, the Court opined that Claimant sustained 25% PPD to the "whole man right shoulder." The Court's findings are set out in Paragraph No. 3 of the Order, as follows:

"THAT as a result of said injury, claimant sustained 25 percent permanent partial disability to the WHOLE MAN RIGHT SHOULDER, for which claimant is entitled to compensation for 125 weeks at $359.00 per week, or the total amount of $44,875.00 of which 14 weeks have accrued and shall be paid in a lump sum of $5,026.00."

As can be noted in Paragraph No. 3 of the Court's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rates over a period of time. Mr. Stephens's weekly wage PPD rate is $359. In this instance, the portion of the award which has accrued and an additional four weeks which will accrue during the processing and placing

on the Council Agenda will also be paid in a lump sum.

If approved by Council, Mr. Stephens and his attorney will be paid the accrued lump sum amount and attorney's fee. (*See* Attachment No. 2)

The City will incur additional costs and Workers' Compensation filing fees in the total amount of $1,374.06 as set out in Paragraph Nos. 6 and 7 of the Order, plus Cleveland County filing fee of $118.

The total cost of this Order to the City is $46,367.06.

RECOMMENDATION: The issue tried on August 11, 2011 was the nature and extent of Mr. Stephens' injuries. The Award is within the medical evidence submitted in that it is slightly higher than one-half the difference between the medical evaluations. It is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined in Attachment No. 1. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 2b, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

WILLARD DEWAYNE "WAYNE" STEPHENS
WCC 2010-06080 J
(Right shoulder, hip, arm, neck)
Attachment No. 2

DESCRIPTION	AMOUNT
PPD (25% Whole Man Right Shoulder)	$ 44,875
Total Award	**$ 44,875**
Lump Sum Payment:	
Accrued 14 weeks @ $359/week (per Order)	$ 5,026
Add'l 5 weeks City Council/Finance Processing	$ 1,795
Total Lump Sum to Claimant	**$ 6,821**
Attorney's Fee (per Order)	$ 8,975
Total Lump Sum to Claimant & Attorney	**$15,796**
Balance to be paid in weekly payments until Paid	**$29,079**

The balance of the Order, $29,079 will be paid in weekly payments of $359/week until paid in full. Payments begin the week of September 20, 2011 through approximately April 2, 2013

Also, as noted, in Paragraph Nos. 6 & 7 of the Order, the City will incur additional costs, fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	$ 897.50
Special Occupational Health & Safety Fund Tax	$ 336.56
Filing Fee (Workers' Comp Court)	$ 140.00
Filing Fee (Cleveland County District Court)	$ 118.00
Total costs & fees to the City of Norman	**$1,492.06**

The total cost of this Order to the City would be $46,367.06.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
August 16, 2011
Robert L. Tharp
COURT CLERK

In re claim of:

WILLARD DEWAYNE STEPHENS
Claimant

CITY OF NORMAN
Respondent

CITY OF NORMAN (OWN RISK #10970)
Ins. Carrier

Court Number: 2010-06080J

Claimant's Social Security Number: 445-70-9725

ORDER DETERMINING COMPENSABILITY AND AWARDING PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 11th day of AUGUST, 2011, this cause came on for consideration pursuant to regular assignment and hearing on AUGUST 10, 2011, before JUDGE BOB LAKE GROVE, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, RODNEY D FERGASON and respondent and insurance carrier appeared by counsel, R BLAINE NICE.

The Court having considered the evidence and records on file, and being well and fully advised in the premises FINDS AND ORDERS AS FOLLOWS:

- 1 -

THAT on MAY 1, 2010, claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on said date claimant sustained accidental personal injury to the RIGHT SHOULDER arising out of and in the course of claimant's employment.

- 2 -

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at $683.00 per week for temporary total disability and $359.00 per week for permanent partial disability.

-3 -

THAT as a result of said injury, claimant sustained 25 percent permanent partial disability to the WHOLE MAN RIGHT SHOULDER, for which claimant is entitled to compensation for 125 weeks at $359.00 per week, or the total amount of $44,875.00 of which 14 weeks have accrued and shall be paid in a lump sum of $5,026.00.

- 4 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

- 5 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $5,026.00 and pay the balance of said award at the rate of $359.00 per week until the total award of $44,875.00 (less attorney fee) has been paid to claimant.

- 6 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $336.56, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $897.50 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 7 -

THAT pursuant to Title 85 O.S. Section 93, a final award fee of one hundred forty dollars ($140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 8 -

THAT the sum of $8,975.00 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/S/ Bob Lake Grove

BOB LAKE GROVE, JUDGE

cj/CRichardson

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RODNEY D FERGASON
423 W IOWA AVE
CHICKASHA, OK 73018-

Respondent's Attorney: R BLAINE NICE
PO BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Court Clerk
August 16, 2011

PURCHASE REQUISITION NBR: 0000190619

STATUS: DIVISION APPROVAL
REQUISITION BY: DJOHNSON REASON: WORKERS COMP AWARD DATE: 8/22/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: WILLARD D. STEPHENS & RODNEY D DELIVER BY DATE: 9/14/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP AWARD STEPHENS, W. V CON; 2CC 2010-06080 J (RIGHT SIDE INJURY) AWARD OF THE COURT ON 8-11-11; ACCRUED LUMP SUM IN THE AMOUNT OF $15,796 PAYABLE TO WILLARD D. STEPHENS AND RODNEY D. FERGASON; SEPARATE CHECK; RETURN CHECK TO LEGAL. CONTINGENT ON COUNCIL APPROVAL ON 9-13-11. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	15796.0000	15796.00	

REQUISITION TOTAL: 15796.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	15796.00
					15796.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO WILLARD D. STEPHENS AND RODNEY D. FERGASON IN THE LUMP SUM AMOUNT OF $15,796; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190621

STATUS: DIVISION APPROVAL
REQUISITION BY: DJOHNSON REASON: WORKERS COMP ADMIN FUND TAX ✓ DATE: 8/22/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION DELIVER BY DATE: 9/14/11

1	WORKERS COMP ADMIN FUND TAX STEPHENS W. V. CON; WCC 2010-06080J (RIGHT SIDE) C ONTINGENT ON COUNCIL APPROVAL ON 9-13-11; SEPARATE CHECK; RETURN CHECK TO LEGLA. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	897.5000	897.50 ✓	2267

REQUISITION TOTAL: 897.50

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

LINE #	ACCOUNT ✓		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	897.50
					897.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190622

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON
REASON: WORKERS COMP OCCUP & HEALTH TRUST TAX
DATE: 8/22/11

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN
DELIVER BY DATE: 9/14/11

1	WORKERS COMP OCCUP & HEALTH TRUST TAX STEPHENS, W V. CON; WCC 2010-06080J (RIGHT SIDE) CONTINGENT UPON CUNCIL APPROVAL ON 9-13-11. SEPARA TE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	336.5600	336.56	1950

REQUISITION TOTAL: 336.56

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	336.56
					336.56

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190623

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP FILING FEE DATE: 8/22/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT DELIVER BY DATE: 9/14/11

1	WORKERS COMP FILING FEE STEPHENS, W V. CON; WCC 2010-06080J (RIGHT SIDE) C ONTINGENT ON COUNCIL APPROVAL ON 9-13-11; SEPARTE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	140.0000	140.00	2268

REQUISITION TOTAL: 140.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154704	Miscellaneous Services Other Filing Fees		100.00	140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190625

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE DATE: 8/22/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: ✓ 434 CLEVELAND COUNTY COURT CLERK DELIVER BY DATE: 9/14/11

1	WORKERS COMP CLEVELAND COUNTY FILING FEE STEPHENS, W V CON; WC 2010-06080J (RIGHT SIDE) CON TINGENT ON COUNCIL APPROVAL ON 9-13-11; SEPARATE C HECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	118.0000	118.00 ✓	434

REQUISITION TOTAL: 118.00

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

LINE #	ACCOUNT ✓	PROJECT	%	AMOUNT
1	04330024154703 Miscellaneous Services District Court Filing Fee		100.00	118.00
				118.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

City of Norman, OK

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

Master

File Number: GID-1112-16

File ID:	GID-1112-16	**Type:**	Request for Payment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 32	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$26,632.39	**File Created:**	08/23/2011
File Name:	WCC Gregory Harris			**Final Action:**	

Title:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $26,632.38 REGARDING GREGORY W. HARRIS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC 2011-02806 J.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of $26,632.38 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 32

Attachments: Attachment 1 - Calculations, Court Order, Requisitions

Project Manager: Blaine Nice, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File GID-1112-16

Body

BACKGROUND: Gregory W. Harris is a Maintenance Worker I in the Storm Water Division of Public Works. He alleges an injury on May 5, 2010 to the right knee as a result of his knee giving out as he was weed eating on a steep incline. The case proceeded through the normal litigation process and a trial was held on August 16, 2011. The Court Order is being

presented to City Council at this time. It is recommended that this Order be accepted.

DISCUSSION:

Nature of Claim. Mr. Harris was hired by City of Norman on July 21, 2008 as a Maintenance Worker I in the Storm Water Division of Public Works. On May 5, 2010, he alleges a right knee injury while weed eating on a steep incline.

Issues for Trial. There is no question that Mr. Harris was injured on the job. The only issue presented at trial was the issue of nature and extent of his injuries. Nature and extent is determined by the trial judge based on the claimant's testimony and expert medical evidence. The Workers' Compensation Court Judge is free to accept either doctors' opinion or find anywhere within the range of competent medical evidence presented. Permanent Partial Disability ("PPD") is a factual determination made by the Workers' Compensation Court trial judge based upon the evaluating doctors' opinions regarding the extent of permanent partial impairment.

On March 30, 2011, Mr. Harris was evaluated by Dr. Lonnie Litchfield, who opined 38% PPD to the right leg/knee for his injuries. This rating equates to $37,515.50 PPD. On July 28, 2011, Mr. Harris was evaluated by the City's doctor, Dr. Kent Hensley, who opined 14% PPD to the right leg/knee. This rating equates to $13,821.50. The trial judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's maximum exposure to compensate Mr. Harris for his injury is $37,515.50.

Court Award. This case was heard by the Workers' Compensation Court on August 16, 2011. After hearing the Claimant's testimony and considering the expert medical evidence, the Court opined that Claimant sustained 26% PPD to the "RIGHT LEG (KNEE)." The Court's findings are set out in Paragraph No. 3 of the Order, as follows:

"THAT as a result of said injury, claimant sustained 26 percent permanent partial disability to the RIGHT LEG (KNEE), for which claimant is entitled to compensation for 71.5 weeks at $359.00 per week, or the total amount of $25,668.50 of which 32 weeks have accrued and shall be paid in a lump sum of $11,488.00"

As can be noted in Paragraph No. 3 of the Court's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rates over a period of time. Mr. Harris's weekly wage PPD rate is $359. In this instance, a portion of the award has accrued and an additional four weeks will accrue for the processing and placing on the Council Agenda.

If approved by Council, Mr. Harris and his attorney will be paid the accrued lump sum amount and attorney's fee. (*See* Attachment No.1)

Further, in Paragraph 5 of the Order: "THAT the Court acknowledges that a child support lien has been filed herein on behalf of the Department of Human Services." Therefore, a portion of each weekly payment will be paid to the Department of Human Services. However, because child support payments are being deducted from his regular payroll, it will not be necessary to deduct the payment from his weekly PPD payment.

The City will incur additional costs and Workers' Compensation filing fees in the total amount of $845.88 as set out in Paragraph Nos. 7 and 8 of the Order, plus Cleveland County filing fee of $118. (*See* Attachment No. 1)

The total cost of this Order to the City is $26,632.38.

RECOMMENDATION: The issue tried on August 11, 2011 was the nature and extent of Mr. Harris injuries. The Award is within the medical evidence submitted in that it is one-half the difference between the medical evaluations. Further, the Court also ordered that the City is to pay "all reasonable and necessary medical expenses incurred . . . through the date of this order." Therefore, there is no continued medical maintenance. It is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined in Attachment No. 2. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 2b, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

GREGORY W. HARRIS STEPHENS
WCC 2011-02806 J
(Right knee)
Attachment No. 2

DESCRIPTION	AMOUNT
PPD (26% Right Leg Knee)	$ 25,668.50
Total Award	**$ 25,668.50**
Lump Sum Payment:	
Accrued 32 weeks @ $359/week (per Order)	$ 11,488.00
Add'l 4 weeks City Council/Finance Processing	$ 1,436.00
Total Lump Sum to Claimant	**$ 12,924.00**
Attorney's Fee (per Order)	$ 5,133.70
Total Lump Sum to Claimant & Attorney	**$ 18,057.70**
Balance to be paid in weekly payments until Paid	**$ 7,610.80**

The balance of the Order, $7,610.80 will be paid in weekly payments of $359/week until paid in full. Payments begin the week of September 20, 2011 through approximately February 20, 2012.

Also, as noted, in Paragraph Nos. 7 & 8 of the Order, the City will incur additional costs, fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	$ 513.37
Special Occupational Health & Safety Fund Tax	$ 192.51
Filing Fee (Workers' Comp Court)	$ 140.00
Filing Fee (Cleveland County District Court)	$ 118.00
Total costs & fees to the City of Norman	**$ 963.88**

The total cost of this Order to the City would be $26,632.38.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
August 18, 2011
Robert L. Tharp
COURT CLERK

In re claim of:

GREGORY W HARRIS
Claimant

CITY OF NORMAN
Respondent

CITY OF NORMAN (OWN RISK #10970)
Ins. Carrier

Court Number: 2011-02806J

Claimant's Social Security Number: 447-72-5390

ORDER AWARDING THE NATURE AND EXTENT OF PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 16th day of AUGUST, 2011, this cause came on for consideration pursuant to regular assignment and hearing on AUGUST 3, 2011, before JUDGE CHERRI FARRAR, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, JOHN R COLBERT and respondent and insurance carrier appeared by counsel, R BLAINE NICE.

The Court having considered the evidence and records on file, and being well and fully advised in the premises FINDS AND ORDERS AS FOLLOWS:

- 1 -

THAT on MAY 5, 2010, claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on said date claimant sustained accidental personal injury to the RIGHT LEG (KNEE) arising out of and in the course of claimant's employment.

- 2 -

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at $359.00 per week for temporary total disability and $359.00 per week for permanent partial disability.

-3 -

THAT as a result of said injury, claimant sustained 26 percent permanent partial disability to the RIGHT LEG (KNEE), for which claimant is entitled to compensation for 71.5 weeks at $359.00 per week, or the total amount of $25,668.50 of which 32 weeks have accrued and shall be paid in a lump sum of $11,488.00.

- 4 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury through the date of this order.

- 5 -

THAT the Court acknowledges that a child support lien has been filed herein on behalf of the Department of Human Services.

- 6 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $11,488.00 and pay the balance of said award at the rate of $359.00 per week until the total award of $25,668.50 (less attorney fee) has been paid to claimant.

- 7 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $192.51, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $513.37 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 8 -

THAT pursuant to Title 85 O.S. Section 93, a final award fee of one hundred forty dollars ($140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 9 -

THAT the sum of $5,133.70 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ Cherri Farrar

CHERRI FARRAR, JUDGE

cj/KAnderson

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: JOHN R COLBERT
PO BOX 1421
ARDMORE, OK 73402-1421

Respondent's Attorney: R BLAINE NICE
PO BOX 370
NORMAN, OK 73070-

cc: CHILD SUPPORT ENFORCEMENT DIVISION
ATTN: ANTHONY JACKSON
P.O. BOX 53552
OKLAHOMA CITY OK 73152-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Robert D Sharp

WORKERS' COMPENSATION COURT OFFICIAL SEAL OF OKLAHOMA

Court Clerk
August 18, 2011

PURCHASE REQUISITION NBR: 0000190685

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP AWARD

REQUISITION BY: DJOHNSON

DATE: 8/23/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: GREGORY W. HARRIS & JOHN R.

DELIVER BY DATE: 9/14/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP AWARD HARRIS, GREG V. CON; WC 2011-02806J (RIGHT KNEE); CONTINGENT ON COUNCIL APPROVAL ON 9-13-11; MAKE CH ECK PAYABLE TO GREGORY W. HARRIS & JOHN R. COLVERT ; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	18057.7000	18057.70	

REQUISITION TOTAL: 18057.70

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	18057.70
					18057.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190686

STATUS: DIVISION APPROVAL
REQUISITION BY: DJOHNSON REASON: WORKERS COMP ADMIN TAX FUND DATE: 8/23/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION DELIVER BY DATE: 9/14/11

1	WORKERS COMP ADMIN TAX FUND HARRIS, GREG V CON; WC 2011-02806J (RIGHT KNEE); C ONTINGENT ON COUNCIL APPROVAL ON 9-13-11; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00 EA	513.3700	513.37	2267	

REQUISITION TOTAL: 513.37

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	513.37
					513.37

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190687

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP SPEC OCCU & HEALTH TAX FUND DATE: 8/23/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN DELIVER BY DATE: 9/14/11

1	WORKERS COMP OCCU & HEALTH TAX FUND HARRIS, GREV V CON; WC 2011-02806J (RIGHT KNEE); C ONTINGENT ON COUNCIL APPROVAL ON 9-1311; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	192.5100	192.51	1950

REQUISITION TOTAL: 192.51

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	192.51
					192.51

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190688

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP FILING FEE DATE: 8/23/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT DELIVER BY DATE: 9/14/11

1	WORKERS COMP FILING FEE HARRIS, GREG V CON; WC 2011-02806J (RIGHT KNEE); C ONTINGENT ON COUNCIL APPROVAL ON 9-13-11; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	140.0000	140.00	2268

REQUISITION TOTAL: 140.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	04330024154704 Miscellaneous Services Other Filing Fees		100.00	140.00
				140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190689

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON
REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE
DATE: 8/23/11

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK
DELIVER BY DATE: 9/14/11

1	WORKERS COMP CLEVELAND COUNTY FILING FEE HARRIS, GREG V CON; WC 2011-02806J (RIGHT KNEE); C ONTINGENT ON CITY COUNCIL APPROVAL ON 9-13-11; SEP ARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	118.0000	118.00	434

REQUISITION TOTAL: 118.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154703	Miscellaneous Services District Court Filing Fee		100.00	118.00
					118.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

City of Norman, OK

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

Master

File Number: R-1112-33

File ID:	R-1112-33	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 33	**In Control:**	City Council
Department:	Police Department	**Cost:**	$14,000.00	**File Created:**	08/22/2011
File Name:	R-1112-33 Appropriating funds for PD			**Final Action:**	

Title: RESOLUTION NO. R-1112-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $14,000 FROM THE STATE SEIZURE FUND BALANCE TO PURCHASE SURVEILLANCE EQUIPMENT FOR THE POLICE DEPARTMENT.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-33.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 33

Attachments: R-1112-33

Project Manager: Captain Darry Stacy

Entered by: kathy.lamar@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File R-1112-33

Body

BACKGROUND: The mission of the Norman Police Narcotics Division is to protect the lives, liberty, property, and peace of the citizens of Norman by bringing to justice those involved in the illicit manufacture, possession, distribution, sale, or use of drugs. Maintaining quality and reliable surveillance equipment is imperative for safe, effective, and efficient investigations. The current surveillance equipment which is in use is both dated and unreliable, often putting undercover officers at risk while conducting investigations.

DISCUSSION: The appropriation requested for the Narcotics Division will fund covert surveillance equipment to be used by investigators acting in an undercover capacity. These

needs are directly related to and used in the enforcement of controlled dangerous substance laws by the Norman Police Narcotics Division.

STAFF RECOMMENDATION: It is recommended that $14,000 be appropriated from the State Seizure Fund Balance account (025-0000-253.20-00) to Plant & Operating Equipment/Crime Prevention expenditure account (025-6038-421.51-20).

Resolution

R-1112-33

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $14,000 FROM THE SEIZURES AND RESTITUTION FUND BALANCE TO BE USE TO PURCHASE SURVEILLANCE EQUIPMENT FOR THE POLICE DEPARTMENT.

§ 1. WHEREAS, maintaining surveillance equipment is imperative for safe, effective, and efficient investigations and the current surveillance equipment is both dated and unreliable; and

§ 2. WHEREAS, the Police Department is in need of equipment to be used by investigators acting in an undercover capacity for the enforcement of controlled dangerous substance laws by the Narcotics Division; and

§ 3. WHEREAS, Title 63 of the Oklahoma Statutes stipulates funds contained in the State Seizure Fund be used as a revolving fund solely for enforcement of controlled dangerous substances laws, drug abuse prevent, and drug abuse education.

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

§ 4. That the following appropriation be made for the reason as stated above.

Account Name	Losing Account	Gaining Account	Amount
Plant and Operating Equipment/ Crime Prevention	025-0000-253.20-00	025-6038-421.51-20	$14,000

PASSED AND ADOPTED this 13th day of September, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: R-1112-34

File ID:	R-1112-34	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 34	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$41,332.31	**File Created:**	08/25/2011
File Name:	R-1112-34 WCC Kimberley Sue Mitchell			**Final Action:**	

Title:

RESOLUTION NO. R-1112-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF A CLAIM FILED BY KIMBERLY SUE MITCHELL UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *KIMBERLY SUE MITCHELL V. THE CITY OF NORMAN*, WORKERS' COMPENSATION CASE NO. WCC 2011-01046 L; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-34; and, if adopted; direct payment of claims in the amount of $41,332.31 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 34

Attachments: R-1112-34, Requisitions

Project Manager: Blaine Nice, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

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

Text of Legislative File R-1112-34

Body

BACKGROUND: Kimberly Sue Mitchell is an Administrative Technician in the Administrative Office of the Fire Department. She filed Workers' Compensation claim WCC 2011-01046 L on January 31, 2011 for an injury to her left wrist. The case proceeded through the normal litigation process and through negotiations with Ms. Mitchell's attorney, has offered to settle her case on a Joint Petition basis in the amount of $39,975. The settlement offer is being presented to City Council at this time. It is recommended that this settlement be accepted.

DISCUSSION: Ms. Mitchell was hired on December 17, 1984 as an Administrative Technician in the Administrative Office of the Fire Department.

On November 7, 2008, she alleges a left wrist injury which occurred when she slipped on a wet surface on the sidewalk at the Fire Administration building and fell. She was taken to Norman Regional Hospital Emergency Room where she was diagnosed with a broken wrist. Surgery was performed on the wrist on November 8, 2008 at which time screws, wires and a plate(s) were inserted to repair the breaks. She also had consequential right elbow and left knee bruising which healed with conservative treatment.

Ms. Mitchell had deep orthopedic hardware of the left distal radius and left distal ulna removed on January 6, 2010. She was placed on a regime of physical and home therapy. Because Ms. Mitchell continued to have some numbness and problems with her wrist, a carpel tunnel release was performed on June 23, 2010.

Ms. Mitchell continued to experience problems and on May 3, 2011, a second opinion of her injury and repair was given by Dr. Charles Funderbunk. Dr. Funderbunk found that all diagnoses and procedures were made appropriately. The numbness she continued to experience could be alleviated somewhat with a topical medication. He also agreed that a lifting restriction of no more than 15 pounds with the left hand/wrist was also appropriate.

On June 1, 2011, Ms. Mitchell was evaluated by Dr. Hugh G. McClure for a permanent partial disability rating to the left wrist. Dr. McClure opined 68% PPD rating to the left hand which equates to $51,163.20, or the maximum exposure. On August 15, 2011 Ms. Mitchell was seen by Dr. Leroy Young, who opined 12% PPD rating to the left wrist.

The claim has proceeded through the normal litigation process. There is no question that Ms. Mitchell was injured on the job. Ms. Mitchell's initial settlement offer was 55% or $41,382. However, through discussions with Ms. Mitchell's attorney, a settlement of 53.13% PPD to the left wrist, or $39,975, has been negotiated. This settlement, if approved by Council, would be memorialized on a Joint Petition Basis and certified to the Tax Rolls for reimbursement.

The settlement offer is beneficial to Ms. Mitchell in that it allows the PPD amount to be paid in a lump sum rather than over a prolonged payout period. The settlement offer is also beneficial to the City of Norman in that it is a reasonable determination of disability attributable to Ms. Mitchell's job-related injury. Based on experience, this is likely lower than what the Court would award at trial due to Ms. Mitchell's length of service and the three (3) surgeries required for this injury. In addition, this would limit any future medical treatment the City would be requested to pay for this injury.

If this settlement offer were approved, payment to Ms. Mitchell and her attorney, jointly, would be in the amount of $39,975. Further, if this case were settled in this manner, the City would incur additional costs and fees of: $799.50 to the Workers' Compensation Admin Fund, $299.81 to the Occupational & Health Trust Fund, $140 to the Workers' Compensation Court for filing fee, and $118 to the Cleveland County Court Clerk for filing fee, all of which total $1,357.31. The total cost of this settlement to the City would be $41,332.31.

RECOMMENDATION: For the reasons outlined above, it is believed this settlement offer is fair, reasonable and in the best interest of the City. If approved, the settlement amount would be paid to Ms. Mitchell and her attorney in a lump sum. Further, once the joint petition settlement is filed with the Workers' Compensation Court, it will constitute a judgment that will be certified to the Cleveland County District Court. At that point, it will be placed on the property tax rolls for collection over the next three years and in accordance with 85 O.S. § 2B, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* This will reimburse the City's Risk Management Fund over the next three-year period.

Resolution

R-1112-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF A CLAIM FILED BY KIMBERLY SUE MITCHELL UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *KIMBERLY SUE MITCHELL V. THE CITY OF NORMAN*, WORKERS' COMPENSATION CASE NO. WCC 2011-01046 L; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

§ 1. WHEREAS, KIMBERLY SUE MITCHELL is an Administrative Technician in the Administrative Office of the Norman Fire Department who alleged she injured her left wrist on November 7, 2008; and

§ 2. WHEREAS, the City of Norman has negotiated settlement for the claim of KIMBERLY SUE MITCHELL against the City of Norman under the Workers' Compensation Statutes for the total lump sum of $39,975, to be paid in a lump sum settlement to Ms. Mitchell and her attorney, and such settlement is believed to be fair and reasonable; and

§ 3. WHEREAS, the City shall incur additional costs for payment to the Workers' Compensation Administration Fund in the amount of $799.50; the Special Occupational Health and Safety Fund in the amount of $299.81; for filing fees in the Workers' Compensation Court in the amount of $140.00; and filing fees in the Cleveland County District Court in the amount of $118.00; and

§ 4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and

§ 5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Court, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85, § 2B, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and

§ 6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

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

§ 7. That the Legal Department is authorized to enter into settlement with one KIMBERLY SUE MITCHELL for not more than $39,975 for any and all claims that she has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and

§ 8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Court, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and

§ 9. That the Finance Director is authorized and directed to purchase such judgments of the Workers' Compensation Court, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this _____ day of September, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000190803

STATUS: DIVISION APPROVAL
REQUISITION BY: DJOHNSON REASON: WORKERS COMP SETTLEMENT DATE: 8/25/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: KIM MITCHELL & LAURA SHAEFFER DELIVER BY DATE: 9/14/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP SETTLEMENT MITCHELL, KIM V CON; WC 2011-01046L (LEFT WRIST) C ONTINGENT ON COUNCIL APPROVAL ON 9-13-11; MAKE CHE CK PAYABLE TO KIM MITCHELL & LAURA SHAEFFER; SEPAR ATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	39975.0000	39975.00	

REQUISITION TOTAL: 39975.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	39975.00
					39975.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO KIM MITCHELL & LAURA SHAEFFE
R; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190804

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP ADMIN TAX FUND DATE: 8/25/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION DELIVER BY DATE: 9/14/11

1	WORKERS COMP ADMIN TAX FUND MITCHELL, KIM V. CON; WC 2011-01046L (LEFT WRIST) CONTINGENT ON COUNCIL APPROVAL ON 9-13-11; SEPARAT E CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	799.5000	799.50	2267

REQUISITION TOTAL: 799.50

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	799.50
					799.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARTE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190805

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKRS COMP SPEC OCCUP & HEALTH TAX FUND DATE: 8/25/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN DELIVER BY DATE: 9/14/11

1	WORKERS COMP SPEC OCCUP & HEALTH TAX FUND MITCHELL, KIM V CON; WC 2011-01046L (LEFT WRIST) C ONTINGENT ON COUNCIL APPROVAL ON 9-13-11; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	299.8100	299.81	1950

REQUISITION TOTAL: 299.81

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	299.81
					299.81

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190806

STATUS: DIVISION APPROVAL
REQUISITION BY: DJOHNSON REASON: WORKERS COMP FILING FEE DATE: 8/25/11

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT DELIVER BY DATE: 9/14/11

1	WORKERS COMP FILING FEE MITCHELL, KIM V CON; WC 2011-01046L (LEFT WRIST); CONTINGENT ON COUNCIL APPROVAL ON 9-13-11; SEPARAT E CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	140.0000	140.00	2268

REQUISITION TOTAL: 140.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154704	Miscellaneous Services Other Filing Fees		100.00	140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000190808

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON

REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE

DATE: 8/25/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: ✓434 CLEVELAND COUNTY COURT CLERK

DELIVER BY DATE: 9/14/11

1	WORKERS COMP CLEVELAND COUNTY FILING FEE MITCHELL, KIM V CON; WC 2011-01045L (LEFT WRIST); CONTINGENT ON COUNCIL APPROVAL ON 9-13-11; SEPARAT E CHECK; RETURN CHECK TO LEGAL, . COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	118.0000	118.00 ✓	434

REQUISITION TOTAL: 118.00

ACCOUNT INFORMATION

LINE #	ACCOUNT ✓		PROJECT	%	AMOUNT
1	04330024154703	Miscellaneous Services District Court Filing Fee		100.00	118.00
					118.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

City of Norman, OK

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

Master

File Number: R-1112-36

File ID:	R-1112-36	**Type:**	Resolution	**Status:**	ATS Paused
Version:	1	**Reference:**	Item No. 35	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	08/30/2011
File Name:	R-1112-36 ACOG Commuter Corridor AA			**Final Action:**	

Title: RESOLUTION NO. R-1112-36: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROVING THE CITY OF NORMAN'S PARTICIPATION IN A COOPERATIVE PLANNING EFFORT WITH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) TO SHARE IN THE TWENTY PERCENT LOCAL MATCH REQUIRED TO ACCESS FEDERAL FUNDS FOR A COMMUTER CORRIDOR ALTERNATIVES ANALYSIS FOR CENTRAL OKLAHOMA IN AN AMOUNT THAT IS PROPORTIONATE TO NORMAN'S TOTAL 2010 POPULATION.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-36 and, if adopted, direct payment in an amount not-to-exceed $30,706.29 to ACOG for the City's 20% proportionate share.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 35

Attachments: Attachment A Cost Distribution, R-1112-36

Project Manager: Susan Connors, Director of Planning and Community Devel

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 R-1112-36

Body

BACKGROUND: On August 12, 2010, ACOG's Intermodal Transportation Policy Committee approved and the ACOG Board of Directors endorsed the use of federal funds to

conduct a Central Oklahoma Commuter Corridor Alternatives Analysis (AA). The study is expected to begin in the fall of 2011 and last 18-24 months.

The purpose of the AA is to advance implementation of the region's 2005 Fixed Guideway Study System Plan for regional transit service by laying the foundation for an integrated, high-capacity commuter system that connects communities to employment, entertainment, and housing opportunities throughout Central Oklahoma.

Specifically, the AA will evaluate transportation needs in the following corridors:

- Edmond to Downtown Oklahoma City
- Norman to Downtown Oklahoma City
- Midwest City (Tinker AFB) to Downtown Oklahoma City

DISCUSSION: The Alternatives Analysis is a federal process overseen by the Federal Transit Administration (FTA), and is part of a multi-step progression required of all projects that will seek federal funding for fixed guideway public transportation. According to FTA guidelines, the AA will generally include the following steps:

1. Purpose and need - Establish a solid understanding of the transportation problem(s) in need of solving.

2. Define alternatives to solve transportation problem - The study will identify and design a number of capital investment strategies to meet the corridor's purpose and need. This will reflect a range of high and low cost capital improvements, including non-guideway (no build) options which can serve as a "baseline" for measuring the merits of higher level investments.

3. Evaluate alternatives - Utilizing tools such as travel forecasting, capital and operations and maintenance costing, as well as environmental and land use analyses, each alternative will be evaluated as to its effectiveness to solving the transportation problem.

4. Selection of a locally preferred alternative (LPA) - The final product will be the selection of the transit mode (i.e., bus, commuter rail, etc.) and location of the alignment. The LPA will also generally describe the proposed location of stations, the operating plans for the transit service (hours of operation, how often vehicles run, etc.), and any design options to be further evaluated during the next phases: Environmental Assessment, Preliminary Engineering, and Final Design.

ACOG has received federal authorization of Surface Transportation Program Urbanized Area (STP-UZA) funds to be used for a Commuter Corridor Alternatives Analysis (AA), which will pay for 80 percent of the AA cost. Local matching funds are required to pay for 20 percent of the AA cost in order to utilize the federal STP-UZA funds and to hire a qualified consulting firm to conduct the AA.

The approval of the Resolution will indicate that the City of Norman agrees to share the 20 percent local match required to access the federal funds in an amount proportionate to their share of the total 2010 population and not to exceed $30,706.29. Included as Attachment A is a chart, prepared by ACOG, showing the proportional share for the participating cities. The amounts listed in Attachment A are maximums, with final costs to be determined as part of the competitive consultant selection process: Funding in the amount of $31,000 is available in the FYE 2012 Budget in Project No. TR0084, Regional Transit Alternatives Analysis Study, Design (050-9950-433.62-01).

RECOMMENDATION: Staff recommends adoption of the attached Resolution agreeing to participate in a cooperative planning effort with the Association of Central Oklahoma Governments (ACOG) in an amount not to exceed $30,706.29.

ATTACHMENT A

	Population	% Population	Cost
Oklahoma City	579,999	64%	$ 160,555.49
Norman	110,925	12%	$ 30,706.29
Edmond	81,405	9%	$ 22,534.56
Moore	55,081	6%	$ 15,247.54
Midwest City	54,371	6%	$ 15,051.00
Del City	21,332	2%	$ 5,905.12
	903,113	100%	$ 250,000.00

Resolution

R-1112-36

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROVING THE CITY OF NORMAN'S PARTICIPATION IN A COOPERATIVE PLANNING EFFORT WITH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) TO SHARE IN THE TWENTY PERCENT LOCAL MATCH REQUIRED TO ACCESS FEDERAL FUNDS FOR A COMMUTER CORRIDOR ALTERNATIVES ANALYSIS FOR CENTRAL OKLAHOMA IN AN AMOUNT THAT IS PROPORTIONATE TO NORMAN'S TOTAL 2010 POPULATION.

§ 1. WHEREAS, the 2035 Oklahoma City Area Regional Transportation Study (OCARTS) Plan, known as Encompass 2035, was adopted by the Association of Central Oklahoma Governments (ACOG) and its members for the purpose of developing and maintaining an integrated, multimodal, and intermodal regional transportation system; and

§ 2. WHEREAS, a Regional Fixed Guideway Study (FGS) for Central Oklahoma was completed in 2006, which resulted in a System Plan recommending further study of various transportation corridors to determine the feasibility of transit technologies as an alternative to automobile travel and a means to reduce traffic congestion, accidents, and emissions; and

§ 3. WHEREAS, three of the corridors recommended for further study in the FGS System Plan will provide transportation connections for commuters between downtown Oklahoma City and the Cities of Del City, Edmond, Midwest City, Moore and Norman; and

§ 4. WHEREAS, such commuter linkages would connect to and be served by the downtown Oklahoma City Modern Streetcar System, selected by Oklahoma City in July 2011 as the Locally Preferred Alternative, and the proposed regional Intermodal Transportation Hub, with a final location and conceptual layout recommended in the Hub Study completed in June 2011; and

§ 5. WHEREAS, ACOG has received federal authorization of Surface Transportation Program Urbanized Area (STP-UZA) funds to be used for a Commuter Corridor Alternatives Analysis (AA), which will pay for 80 percent of the AA cost; and

§ 6. WHEREAS, the City of Norman along with the other participating communities wish to engage in a cooperative planning effort with ACOG, known as the Commuter Corridor Alternatives Analysis, which will analyze corridors recommended by the Regional Fixed Guideway Study that lie within their corporate limits; and

§ 7. WHEREAS, local matching funds are required to pay for 20 percent of the AA cost in order to utilize the federal STP-UZA funds and to hire a qualified consulting firm to conduct the AA;

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

§ 8. the City of Norman agrees to share in the 20 percent local match required to access the federal funds in an amount proportionate to their share of the total 2010 population not to exceed $30,706.29.

PASSED AND ADOPTED this ____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: O-1112-3

File ID:	O-1112-3	**Type:**	Zoning Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 36	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	06/21/2011
File Name:	O-1112-3 Closing Easement NRH			**Final Action:**	

Title: ORDINANCE NO. O-1112-3: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY AND DRAINAGE EASEMENT LOCATED ALONG THE SOUTH BOUNDARY OF LOTS 21, 22, AND 23, AND ALONG THE NORTH BOUNDARY OF LOTS 24, 25, AND 26, LOCATED IN BLOCK 5, NRH MEDICAL PARK WEST ADDITION, SECTION 4, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-3 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-3 upon Final Reading as a whole.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 36

Attachments: O-1112-3 NRH UE, Location Map - NRH UE, Staff Memo O-1112-3, NRH UE Petition, Abstractor's Certificate and Radius Map, NRH UE Utility Letters, NRH UE Staff Report, 7-14-11 PC Minutes - NRH UE

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	07/14/2011	Recommended for Adoption at a subsequent City Council Meeting	City Council	08/23/2011		Pass
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council due back on 8/23/2011					
1	Planning Commission	07/14/2011					
1	City Council	08/23/2011	Introduced and adopted on First Reading by title only				
	Action Text:	Introduced and adopted on First Reading by title only					
1	City Council	08/23/2011					

Text of Legislative File O-1112-3

Body

BACKGROUND: Block 5 of N.R.H. Medical Park West Section 4 contains six lots, which divide into two groups separated by an east-west Utility and Drainage Easement. Each lot is encumbered with a 7.5 foot easement, which were designed to serve each individual lot. The applicant has purchased all of the lots, and intends to construct one large building that will be centrally located and surrounded by parking. He has asked that the easement be closed and vacated, so that a new structure could be properly located.

DISCUSSION: All franchised utilities were contacted to assess the impact on their facilities if the easement was closed; there were no objections. Sewer services and water services for these lots are located within the perimeter street rights-of-way. The request for "closure" is the first step to removing the easement from the plat and will be followed by an appeal to District Court to vacate the platted easement.

RECOMMENDATION: There is a drainage structure owned and maintained by the lot owners located within this easement. The purpose of the drainage structure was to drain the parking lots that would be utilized by the individual lots. A single user is interested in the property and a different drainage system will be utilized. All utilities have either been removed or were never installed. The fifteen-foot easement will not be needed, and can be eliminated. Staff supports this request to close the easement with the understanding that an alternate drainage solution will be provided to the city for review and approval. At their July 14 meeting, the Planning Commission unanimously supported this request.

O-1112-3

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY AND DRAINAGE EASEMENT LOCATED ALONG THE SOUTH BOUNDARY OF LOTS 21, 22 AND 23, AND ALONG THE NORTH BOUNDARY OF LOTS 24, 25, AND 26, LOCATED IN BLOCK 5, NRH MEDICAL PARK WEST ADDITION, SECTION 4, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, pursuant to Resolution Number R-8182-66, NRH Medical Park West, L.L.C. and Vilano Salim, L.L.C., owners of the subject property, have petitioned the City to have the utility and drainage easement along the south boundary of Lots 21, 22, and 23, and along the north boundary of Lots 24, 25, and 26, Block 5, NRH MEDICAL PARK WEST ADDITION, SECTION 4 closed; and,

§ 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and

§ 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and

§ 4. That, the utility and drainage easement along the south boundary of Lots 21, 22, and 23, and along the north boundary of Lots 24, 25, and 26, Block 5, NRH MEDICAL PARK WEST ADDITION, SECTION 4, herein after described, to wit:

> The utility and drainage easements along the South boundary of Lots 21, 22, and 23, and along the North boundary of Lots 24, 25, and 26, each being 7.5 feet wide, and all located in Block 5, NRH MEDICAL PARK WEST ADDITION, SECTION 4 to the City of Norman, Cleveland County, Oklahoma according to the recorded plat thereof.

is hereby closed.

§ 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)

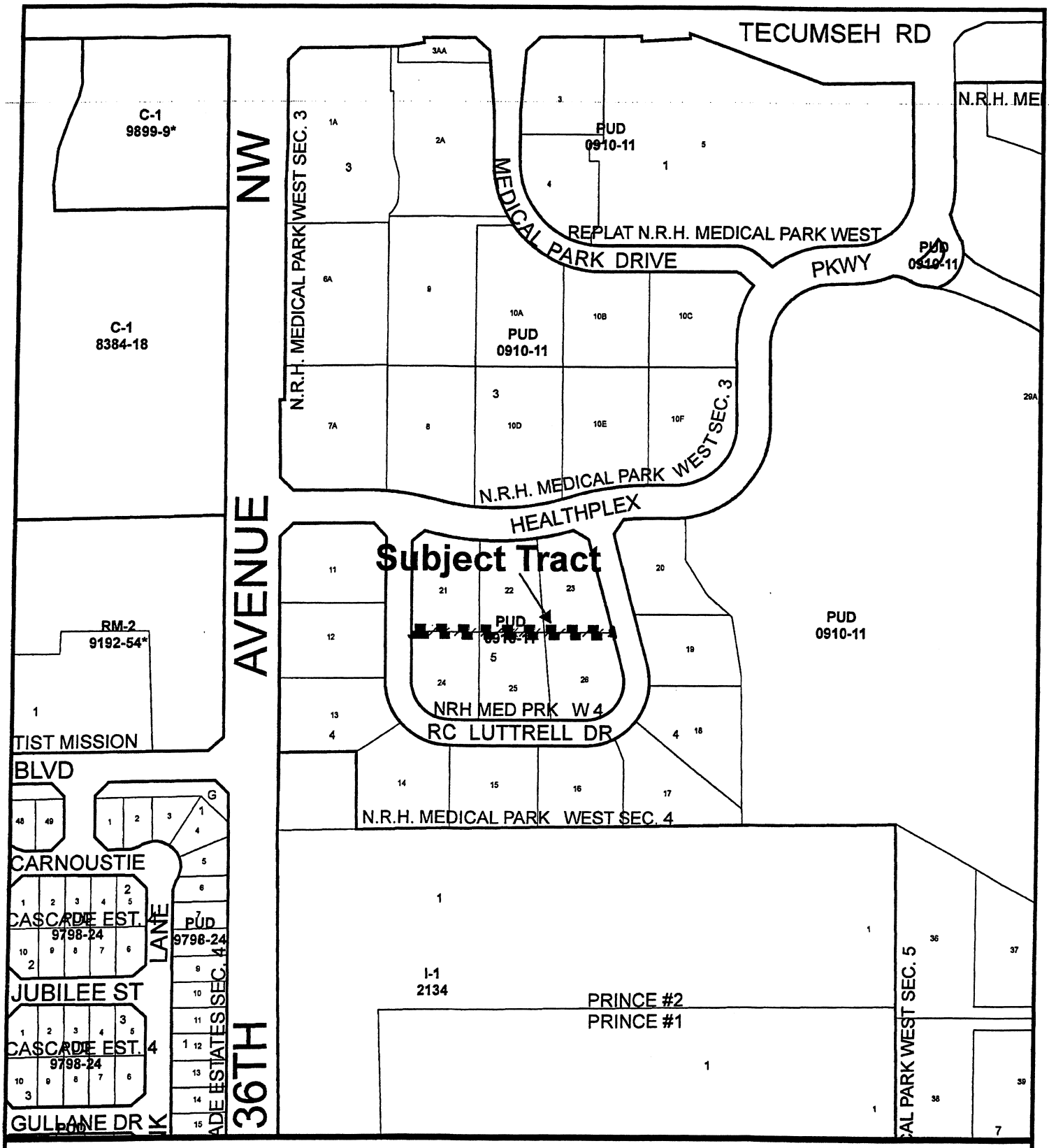
ATTEST:

_____
(City Clerk)

NOT ADOPTED this _____day of

_____, 2011.

_____
(Mayor)



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
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June 14, 2011

0 125 250 Ft.

Subject Tract

Zoning

36-3

office memorandum

DATE: June 9, 2011

TO: Jeff Bryant, City Attorney
Doug Koscinski, Current Planning Manager
Ken Danner, Development Coordinator
Ken Komiske, Director of Utilities

FROM: Brenda Hall, City Clerk

SUBJECT: Request to Close Easements

I am in receipt of a request to close utility easements along the south boundary of Lots 21, 22, and 23, and Lots 24, 25, and 26, each being 7.5 feet wide, and all located in Block 5, NRH Medical Park West Addition, Section 4. The application fee has been paid.

In accordance with Resolution No. R-8182-66, I am forwarding the request; location map; radius map; and certified ownership list to your office and requesting that your office send notice to the furnished list of property owners and have the necessary ordinance prepared. If further action is needed from my office, please notify me.

BH:smr
attachments

To: City of Norman, c/o City Clerk Brenda Hall
Norman City Hall, Norman, OK (hand-delivered)

Re: **Petition to close easements in NRH Medical Park West Addition, Section 4**

Date: June 9, 2011

1. The undersigned Applicants, **NRH MEDICAL PARK WEST, LLC** (*OWNER*) and **VILLANO SALIM, LLC** (*PURCHASER*) are the owners of all the land on both sides of the easements, described below, which are proposed for closing.

2. It is in the best interest of both the undersigned and the City of Norman to release, close, and subsequently vacate, and foreclose the right to reopen in District Court the following-described easements:

> The utility easements along the South boundary of **Lots 21, 22 and 23, and** along the North boundary of **Lots 24, 25 and 26**, each being 7.5 feet wide, and all located in **Block 5, NRH MEDICAL PARK WEST ADDITION, SECTION 4 to Norman,** according to the recorded plat thereof (hereinafter referred to as "**the Subject Property**").

3. If there are utility lines or facilities in, on under or over any part(s) of Subject Property, Applicants will cause same to be respected and protected, as required by law.

4. Copies of ownership list, certified by a bonded abstracter, reflecting all owners of record, according to County Treasurer records, of property within 300 feet in any direction of the above-described Subject Property are submitted herewith. A map which is attached to each copy of said ownership list shows the location of the ownership lines for each owner of record whose name appears on the ownership list. Enclosed is our firm check for the required filing fee of **$400.**

5. Action by the Board of County Commissioners of Cleveland County is not necessary. The undersigned will pay the cost of newspaper publication of the required Notice.

Wherefore, pursuant to Resolution 8182-66, as amended, of the City of Norman, the undersigned Applicant requests official closing of the above-described Subject Property, by enactment of an ordinance by the City Council of the City of Norman.

Applicants: NRH MEDICAL PARK WEST, LLC (*OWNER*) **and VILLANO SALIM, LLC** (*PURCHASER*)

by /Hheiple H. L. Heiple, Attorney-Agent,Heiple Law Offices, Inc. Box 847, Norman, OK 73070
Phone (405) 321-0090 - FAX (405) 321-9763

cc: Ken Danner, CON Public Works
Doug Koscinski, CON Planning Dept.
Clients (w/o attachments)

ABSTRACTOR'S SPECIAL CERTIFICATE

ORIGINAL

STATE OF OKLAHOMA)
) ss.
COUNTY OF **CLEVELAND**)

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA, a corporation and bonded abstractor, hereby certifies:

That the following is a list of the last grantee as shown in a conveyance purporting to convey surface title as filed in the Office of the County Clerk of Cleveland County, Oklahoma, to the lands described on the attached list.

OWNER OF RECORD: SEE ATT.

That the addresses that are listed have been taken from the records of Cleveland County, Oklahoma, unless noted after each address that they have been taken elsewhere.

GRANTEE & ADDRESS & LEGAL DESCRIPTION:

SEE ATT.

Due care and diligence have been exercised in preparing this report; however, no liability is assumed for the correctness or completeness of information furnished.

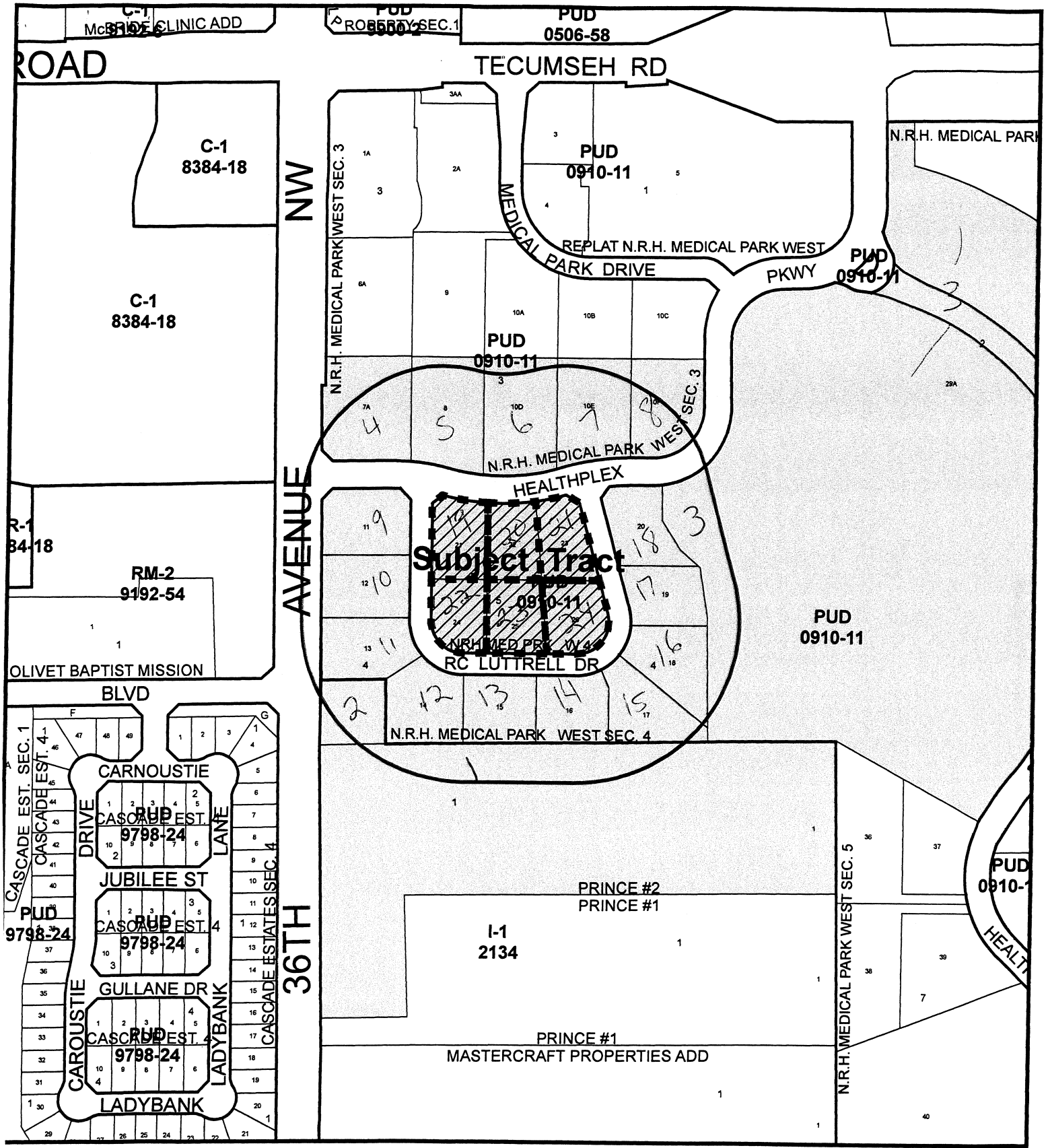
DATED: May 27, 2011 at 7:30 A.M.

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
Bonded Abstractor

Terrell Dodson

TERRELL DODSON

Order No. 11123349



Radius 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.

PO Box 321
Oklahoma City, Oklahoma 73101-0321
405-553-3000
www.oge.com

JULY 5, 2011

OG&E
OG&E Electric Services
An OGE Energy Corp. Company

CITY OF NORMAN
ATTN: KEN DANNER
DEVELOPMENT COORDINATOR
NORMAN PLANNING COMMISSION
P. O. BOX 370
NORMAN, OK. 73070

RE: **Applicant: NRH PARK WEST, L.L.C.**
Lots 21 thru 26, Block 5, NRH Medical Park West Addition
Closure of utility easements

Mr. Danner:

Available records show OG&E Electric Services has no facilities located in the utility easements located in the lots described above. OG&E has no objection to the closure of these utility easements.

If you have any further questions, or if I can provide you with any other information, please contact me at (405) 553-5174.

Sincerely,

Timothy J. Bailey

Timothy J. Bailey
Right-Of-Way Agent

OKLAHOMA ELECTRIC COOPERATIVE

Your Touchstone Energy® Partner

June 24, 2011

Ken Danner
Development Coordinator
City of Norman Public Works Department
P.O. Box 370
Norman OK 73070

Re: Request for closure of the 7.5 foot utility easement within Block 5, NRH Medical Park West Addition, Section 4

Dear Ken:

OEC has **NO** facilities at this location and therefore has **NO** objection to this request. Please feel free to contact me if you have any questions.

Respectfully,

Thad Peterson
Supervisor of Engineering Services
Oklahoma Electric Cooperative
(405) 217-6625

TP/sc

ORDINANCE NO. O-1112-3 ITEM NO. 9

STAFF REPORT

GENERAL INFORMATION

APPLICANT	NRH Medical Park West, L.L.C. and Vilano Salim, L.L.C.
REQUESTED ACTION	Closure of the utility easement and drainage easement along the south boundary of Lots 21, 22, and 23 and along the north boundary of lots 24, 25, and 26 each being seven and a half feet (7' 5"), creating a fifteen foot U/E & D/E. All lots are located in Block 5 of NRH Medical Park west Addition Section 4.

BACKGROUND. Block 5 of NRH Medical Park West Section 4 was filed of record in May of 2010 with a fifteen foot (15') Utility Easement (U/E) and Drainage Easement (D/E), serving lots 21 through 26. The applicant has indicated one large user for all of the lots in this block, and the easement hampers the ability to properly locate a new structure.

DISCUSSION. All franchised utilities were contacted to assess the impact on their facilities if the easement was closed; there were no objections. Sewer services and water services for these lots are located within the street rights-of-way. The request for "closure" is the first step to removing the easement from the plat, and is followed by an appeal to District Court to vacate the platted easement.

RECOMMENDATION. There is a drainage structure owned and maintained by the lot owners located within this easement. The purpose of the drainage structure was to drain the parking lots that would be utilized by the individual lots. Since that time, a single user is interested in the property and the drainage solution will utilize a different system. All utilities have either been removed or were never installed since there were no structures ever built. Staff supports this request to close the easement with the condition an alternate drainage solution is provided to the city for review and approval.

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. 9, being:
ORDINANCE NO. O-1112-3 – NRH MEDICAL PARK WEST, L.L.C. AND VILANO SALIM, L.L.C. REQUEST CLOSURE OF THE UTILITY EASEMENTS LOCATED ALONG THE SOUTH BOUNDARY OF LOTS 21, 22, AND 23, AND ALONG THE NORTH BOUNDARY OF LOTS 24, 25, AND 26, LOCATED IN BLOCK 5, NRH MEDICAL PARK WEST ADDITION, SECTION 4, ON PROPERTY BOUNDED BY HEALTHPLEX PARKWAY AND RC LUTTRELL DRIVE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Petition
4. Utility Letters

PRESENTATION BY STAFF:
1. Mr. Koscinski explained that this is a 15' utility easement. It straddles the middle of six lots – three on the north, three on the south. The applicant intends to purchase all six lots and construct one new multi-story office building. The utility easement is in the way. It has drainage and utilities. Everyone has been contacted. The utilities are going to be relocated if they're in the way. Staff has no objection to closing the easement. It can be served without this easement. There are no protests on the request.

PRESENTATION BY THE APPLICANT:
1. Harold Heiple, 218 East Eufaula, representing the applicant – I'm not here to ask for any apartments or office buildings or anything – just a garden variety easement closure that sits across six lots. It backs up on the back side of those six lots and is fifteen feet wide. The hospital has made a contract to have one multi-story building built here. No protests. The staff report says there is a drainage structure within the easements. When I was preparing the application, I assumed that when I asked to close the utility easement that that carried with it the designation of the drainage easement. After talking to Ken Danner, to avoid any confusion, I did send an email to the staff a couple of days ago asking that the words "and drainage" be inserted after the word "utility" in my legal description so there's no doubt that we're asking to vacate both the utility and the drainage easements that are all within that 15 foot section. The recommendation is that this be closed conditioned on making a provision for the replacement of the drainage structure which already exists within that easement. Mr. McCaleb has submitted the letter to Ken Danner and Ken told me earlier that the letter was satisfactory to him, that the drainage solution will be submitted to the City and approved, obviously, before there can be any occupancy. The utility companies have been taken care of, so I think all the bases have been touched and we would respectfully request you recommendation for approval.

PARTICIPATION BY THE AUDIENCE:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Zev Trachtenberg moved to recommend adoption of Ordinance No. O-1112-3, with the addition of "and drainage" after "utility" 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-1112-3, as amended, 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-1112-4

File ID:	O-1112-4	**Type:**	Zoning Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 37	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	06/21/2011
File Name:	O-1112-4 Bd of Regents UE			**Final Action:**	

Title: ORDINANCE NO. O-1112-4: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY EASEMENT ALONG THE REAR PROPERTY LINE OF LOTS 1 THROUGH 20 AND LOTS 25 THROUGH 44, BLOCK 1, HARDIE-RUCKER ADDITION TO THE CITY OF NORMAN, CLEVELAND, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-4 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-4 upon Final Reading as a whole.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 37

Attachments: O-1112-4 OU UE, Location Map - OU UE, Staff Memo O-1112-4, Request and Petition O-1112-4, OU UE Utility Letters, OU UE Staff Report, OU UE 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	07/14/2011	Recommended for Adoption at a subsequent City Council Meeting	City Council	08/23/2011		Pass
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council due back on 8/23/2011					
1	Planning Commission	07/14/2011					
1	City Council	08/23/2011	Introduced and adopted on First Reading by title only				
	Action Text:	Introduced and adopted on First Reading by title only					
1	City Council	08/23/2011					

Text of Legislative File O-1112-4

Body

BACKGROUND: The University of Oklahoma has purchased this entire block and is in the process of constructing a new multi-story structure on the site. They have requested closure and vacation of the existing utility easement that runs north-south through the middle of the block, said easement being six feet in width lying within the amended plat of Hardie-Rucker Addition. Vacation will formally remove any use restriction resulting from the easement.

DISCUSSION: All franchised utilities were notified to assess the impact on their facilities if the easement was closed; there were no objections. The University of Oklahoma will become a single user for the property located between Jenkins Avenue and Lincoln Avenue and Lindsey Street and Farmer Street. The property can be served by water mains located in the abutting street rights-of-way. The sewer line now terminates just north of the Farmer Street right-of-way. The request for "closure" is the first step to removing the easement from the plat, and is followed by an appeal to District Court to vacate the platted easement.

RECOMMENDATION: The easement in question was specifically designed to serve buildings which are no longer on site. The sanitary sewer manhole recently installed to terminate the sanitary sewer main is just north of the Farmer Street right-of-way; the University must provide the city access to this facility for any required maintenance. Staff recommends approval of this request to close, and ultimately vacate, this six foot (6') utility easement provided that documentation is submitted to protect the city in the event maintenance of the sanitary sewer manhole is needed.

O-1112-4

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOTS 1 THROUGH 20 AND LOTS 25 THROUGH 44, BLOCK 1, HARDIE-RUCKER ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, pursuant to Resolution Number R-8182-66, the Board of Regents of the University of Oklahoma, owners of the subject property, have petitioned the City to have the utility easement along the rear property line of Lots 1 through 20 and Lots 25 through 44, Block 1, HARDIE-RUCKER ADDITION closed; and,

§ 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and

§ 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and

§ 4. That, the utility easement along the rear property line of Lots 1-20 and Lots 25-44, Block 1, HARDIE-RUCKER ADDITION, herein after described, to wit:

> A tract of land lying in the Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, also know as a strip of land being a six (6) foot Utility Easement in Block 1, Amended Plat of Hardie-Rucker Addition, according to the plat thereof recorded, being 6.0 feet in width and lying 3.0 feet each side of a centerline more particularly described as follows:
> BEGINNING at the Southeast corner of Lot 1, Block 1 of the Amended Plat of Hardie-Rucker Addition, also being the Southwest corner of Lot 44, Block 1; THENCE North 00°13'37" West along the East lot line of Lots 1-20 also being the West lot line of Lots 25-44, a distance of 489.35 feet.

is hereby closed.

§ 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)

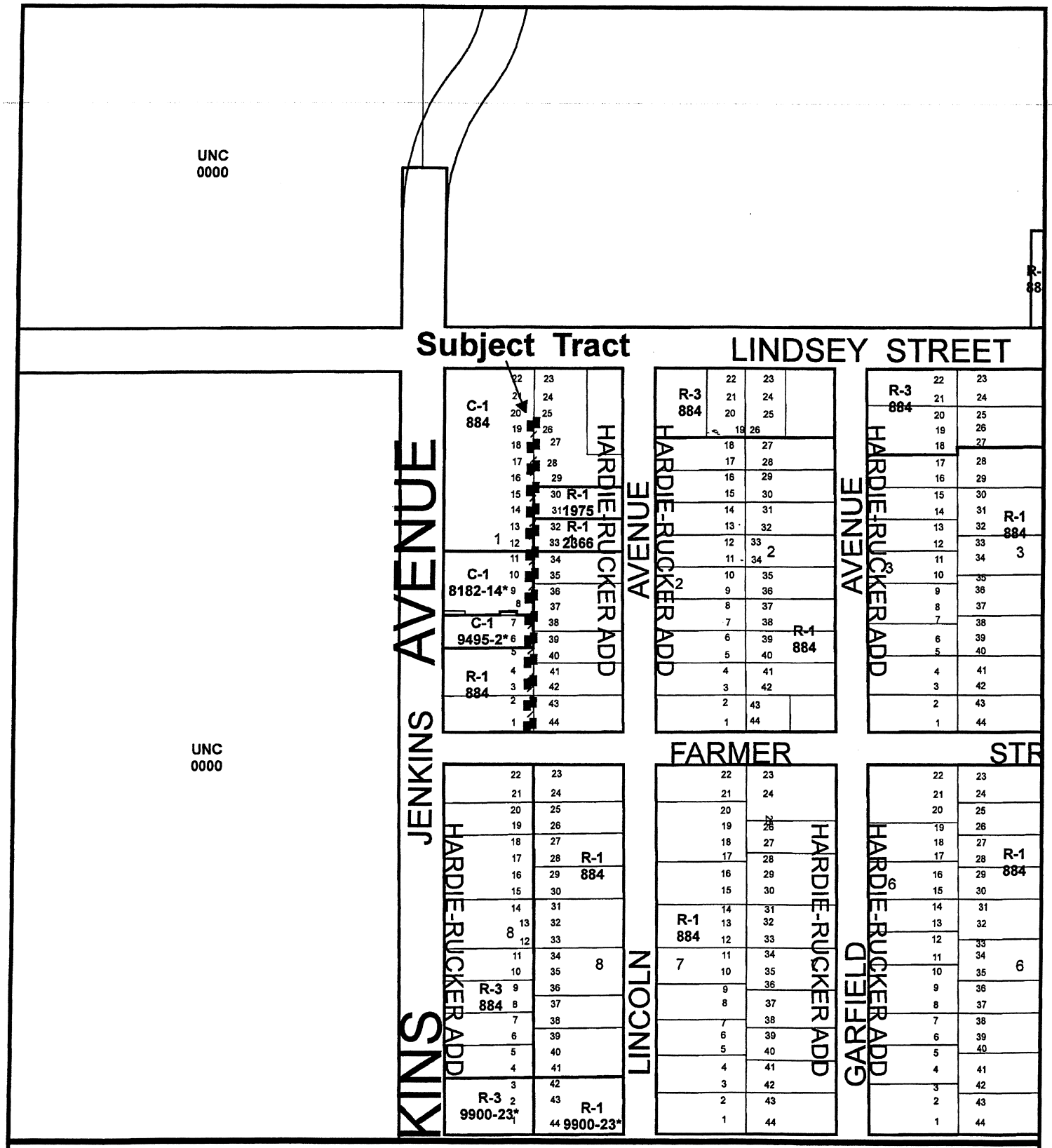
ATTEST:

_____
(City Clerk)

NOT ADOPTED this _____day of

_____, 2011.

_____
(Mayor)



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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June 20, 2011

0 100 200 Ft.

Subject Tract

Zoning

37-3

office memorandum

DATE: June 15, 2011

TO: Doug Koscinski, Current Planning Manager
Jeff Bryant, City Attorney
Ken Komiske, Director of Utilities
Ken Danner, Development Coordinator

FROM: Brenda Hall, City Clerk BH

SUBJECT: Request to Vacate a Utility Easement

I am in receipt of a request to vacate a utility easement beginning at the southeast corner of Lot 1, Block 1, of the amended plat of Hardie-Rucker Addition, also being the southwest corner of Lot 44, Block1, then northwest along the east lot line of Lots 1 through 20, also being west lot line of Lots 25 through 44. The application fee has been paid.

In accordance with Resolution No. R-8182-66, I am forwarding the request; petition; location map; radius map; and certified ownership list to your office and requesting that your office send notice to the furnished list of property owners and have the necessary ordinance prepared. If further action is needed from my office, please notify me.

BH:smr
attachments

SMITH ROBERTS BALDISCHWILER, LLC

ENGINEERS • SURVEYORS • PLANNERS
100 N.E. 5th Street • Oklahoma City, OK 73104
(405) 840-7094 • FAX: (405) 840-9116
E-mail: srb@smith-roberts.com • Url: http://www.smith-roberts.com
"SINCE 1981"

June 14, 2011

City of Norman
City Clerk
P.O. Box 370
201 West Gray
Norman, OK 73070

RE: Closing of utility easement
Hardie-Rucker Addition

Dear City Clerk:

Enclosed please find:

1. A petition requesting the closing of a certain platted utility easement in the Amended Plat of Hardie-Rucker Addition, signed by the owner of all of the total front footage of the easement proposed for closing.
2. A legal description of the easement proposed for closing.
3. Three copies of an ownership list certified by a bonded abstractor.
4. A filing fee in the amount of $400.00 (check number 11597).
5. Three copies of a map depicting the easement and the ownership lines.

Thank you.

Mark Caywood
General Counsel
Smith Roberts Baldischwiler, LLC
100 NE 5th Street
Oklahoma City, OK 73104

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-15-11

Glen W. Smith, P.E., P.L.S. Frank Roberts, P.L.S. Karl Baldischwiler, P.E. Mathew Smith, P.E.
"...our mission is to focus on the needs of the clients..."

PETITION

To: City of Norman, Oklahoma

We, the undersigned, being the owner of all of the total front footage of the public easement proposed for closing, hereby request the closing of the platted easement described on Exhibit A.

Dated this 31st day of May, 2011.

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

By: Nicholas S. Hathaway
Executive Vice President
and Vice President for Administration and Finance

EXHIBIT "A"
LEGAL DESCRIPTION
OF
6' UTILITY EASEMENT VACATE

A tract of land lying in the Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, also knows as a strip of land being a six (6) foot Utility Easement in Block 1, Amended Plat of Hardie-Rucker Addition, according to the plat thereof recorded, being 6.0 feet in width and lying 3.0 feet each side of a centerline more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1, Block 1 of the Amended Plat of Hardie-Rucker Addition, also being the Southwest corner of Lot 44, Block 1;

THENCE North 00°13'37" West along the East lot line of Lots 1-20 also being the West lot line of Lots 25-44, a distance of 489.35 feet to the POINT OF ENDING.

Created by SRB, 04/20/2011

CERTIFICATE OF BONDED ABSTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF CLEVELAND)

The undersigned bonded abstractor in and for Cleveland County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Cleveland County, Oklahoma, as updated by the records of the County Clerk of Cleveland County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

A tract of land lying in the Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, described on attached Exhibit "A".

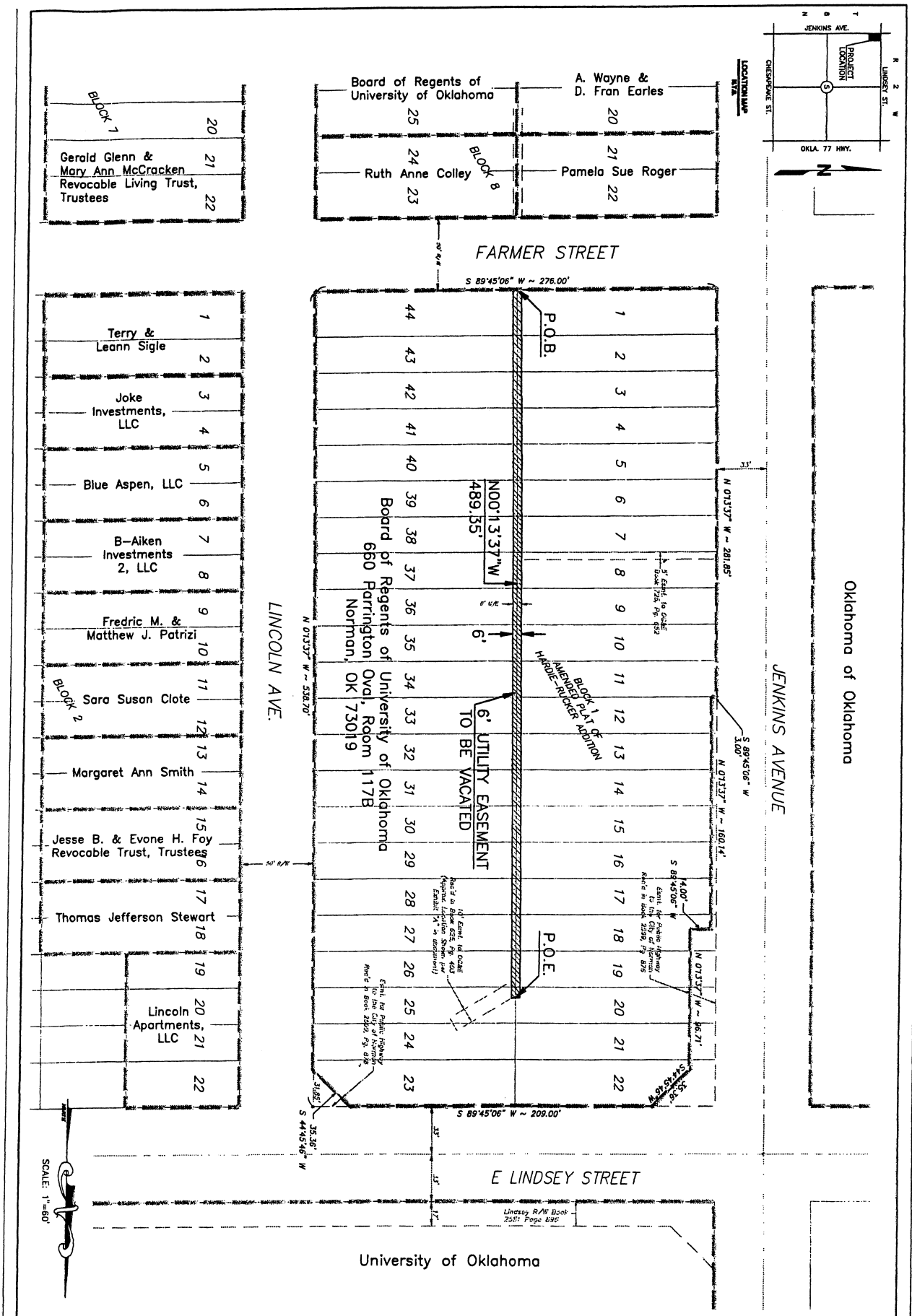
and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (2), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: April 14, 2011 at 7:30 AM

First American Title & Trust Company

By: _____
Mitzi Combs
Abstractor License No. 93
S.A.&I. Certificate of Authority No. 52
File No. 1574764-MO99



SCALE: 1" = 60'

SHEET EXH B

OU SOONER CENTER

6.0' UTILITY EASEMENT VACATE

NORMAN, CLEVELAND COUNTY, OKLAHOMA

EXHIBIT B

PROJ. 111884
DATE: 04/25/11
DRAWN BY: CT
DESIGNED BY: CT

SMITH ROBERTS BALDISCHWILER, LLC
OKLAHOMA CITY OFFICE:
TULSA OFFICE:

OKLAHOMA ELECTRIC COOPERATIVE

Your Touchstone Energy® Partner

June 24, 2011

Ken Danner
Development Coordinator
City of Norman Public Works Department
P.O. Box 370
Norman OK 73070

Re: Request for closure of the six foot utility easement within Block 1, Amended Plat of Hardie-Rucker Addition

Dear Ken:

OEC has **NO** facilities at this location and therefore has **NO** objection to this request. Please feel free to contact me if you have any questions.

Respectfully,

Thad Peterson
Supervisor of Engineering Services
Oklahoma Electric Cooperative
(405) 217-6625

TP/sc

OKLAHOMA NATURAL GAS

A DIVISION OF ONEOK

June 30th, 2011

Ken Danner, Development Coordinator
City of Norman Public Works Department
P.O. Box 370
Norman, OK 73070

Dear Mr. Danner:

LETTER OF NO OBJECTION FOR UTILITY EASEMENT CLOSURE.
REQUESTED CLOSURE OF A 6' WIDE UTILITY EASEMENT IN BLOCK 1, AMENDED PLAT OF HARDIE-RUCKER ADDITION.

Beginning at the Southeast corner of Lot 1, Block 1 of the Amended Plat of Hardie-Rucker Addition, also being the Southwest corner of Lot 44, Block 1; Thence North 00 13'37" West along the East lot line of Lots 1-20 also being the West lot line of Lots 25-44, a distance of 489.35 feet to the Point of Beginning.

Oklahoma Natural Gas does not object to the City of Norman closing this utility easement and there is no conflict with our 12" gas main on the South side of East Lindsey, nor our 2" gas main on the West side of Lincoln Avenue.

Sincerely,

Cody Bennett
Team Leader

RECEIVED
JUL 05 2011
PW/Administration

625 N. Berry Road • Norman, OK 73069-7541
(405) 366-2407 • Fax (405) 366-2440
www.ong.com

37-11

ORDINANCE NO. O-1112-4 ITEM NO. 10

STAFF REPORT

GENERAL INFORMATION

APPLICANT	The Board of Regents of the University of Oklahoma
REQUESTED ACTION	Closure of six foot (6') Utility Easement

BACKGROUND. This closure request is within the amended plat of Hardie-Rucker Addition, beginning at the southeast corner of Lot 1, Block 1, also being the southwest corner of Lot 44, Block 1, then north along the east lot line of lots 1 through 20, and the west lot line of lots 25-44. The applicant is in the process of rebuilding the area, eliminating the utility easement will remove the restriction on where a structure can be built.

DISCUSSION. All franchised utilities were notified to assess the impact on their facilities if the easement was closed; there were no objections. The University of Oklahoma will become a single user for the property located between Jenkins Avenue and Lincoln Avenue and Lindsey Street and Farmer Street. The property can be served by water mains located on the east side of Jenkins Avenue, south side of Lindsey Street and east side of Lincoln Avenue. All water mains are located in the street rights-of-way. The sewer line now terminates just north of the Farmer Street R-O-W. The request for "closure" is the first step to removing the easement from the plat, and is followed by an appeal to District Court to vacate the platted easement.

RECOMMENDATION. The easement in question was specifically designed to serve buildings which are no longer on site. The sanitary sewer manhole recently installed to terminate the sanitary sewer main is just north of the Famer Street R-O-W; the University must provide the city and any other utility company access to their facility for any required maintenance. Staff recommends approval of this request to close, and ultimately vacate, this six foot (6') utility easement provided that documentation is submitted to protect the city in the potential maintenance of the sanitary sewer manhole.

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. 10, being:
ORDINANCE NO. O-1112-4 – THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA REQUESTS CLOSURE OF THE 6' WIDE UTILITY EASEMENT ALONG THE REAR PROPERTY LINE OF LOTS 1-20 AND 25-44, BLOCK 1, HARDIE-RUCKER ADDITION, GENERALLY LOCATED BETWEEN JENKINS AVENUE AND LINCOLN AVENUE AND NORTH OF FARMER STREET.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Petition
4. Utility Letters

PRESENTATION BY STAFF:
1. Mr. Koscinski reported that this is an older part of Norman. It has been purchased by the University. All the structures have already been removed. The property is now fenced and they're under construction with drilling piers and site preparation for the imminent construction of a new multi-story building. The easement is in the way. The property can be served without an easement up the middle. We concur with the request to close it. There is a manhole that we need protected, unless it is relocated somewhere in this process. That's the only condition that staff would ask be honored – that something be done with that manhole so that we either have access to it or it's protected or moved. No comments were received from any utility companies that were negative. We have no protests. We support the request.

PRESENTATION BY THE APPLICANT:
1. Mark Caywood, Smith Roberts Baldischwiler – There is a manhole that sits a little bit outside of the street right-of-way and it's slightly into the easement that we're going to vacate for the Sooner Center, but when we go to District Court to vacate it, we will put language in the journal entry protecting the City's right to maintain that manhole.

PARTICIPATION BY THE AUDIENCE:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
1. Ms. Hartley noted that there are a few Commissioners that work for the University of Oklahoma. She asked if they need to recuse themselves from participation on this item to avoid any conflict of interest or violation of the City's Ethics Policy. Ms. Messner explained that the City of Norman's Ethics Policy does govern the Planning Commission. There are two types of conflicts within the policy: either an actual conflict, or a potential conflict. With an actual conflict, you have some kind of direct benefit or detriment or employment consequence that you might receive from your vote on this item tonight. So if you think vacating the easement might affect your job, you could ask to recuse, the Commission could vote, and you would get up from your chair and leave the room. However, if you think the conflict is potential – you can't really speculate as to what the result of it might be, voting on this item and its impact on your job at the University – you can go ahead and disclose that you work for OU and go ahead and remain in your seat and vote.

2. Mr. Trachtenberg disclosed that he works for the University of Oklahoma. Ms. Gordon indicated she also works for them. Mr. Gasaway added that he is retired.

Diana Hartley moved to recommend adoption of Ordinance No. O-1112-4 to the City Council, with protection of the manhole. 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-1112-4 to the City Council with protection of the manhole, 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: K-1112-55

File ID:	K-1112-55	**Type:**	Contract	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 38	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$1,650,000.00	**File Created:**	09/08/2011
File Name:	K-1112-55 101, 113,115,116, 118 West Gray			**Final Action:**	

Title: CONTRACT NO. K-1112-55: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND GORDON D. MORAIN AND ALLEN B. MORAIN, AS CO-TRUSTEES OF THE GORDON D. MORAIN TRUST; AND EDNA I. MORAIN AND ALLEN B. MORAIN, AS CO-TRUSTEES OF THE EDNA I. MORAIN TRUST; 2 X 2 INVESTMENTS, L.L.C.; MORAIN FAMILY REAL ESTATE COMPANY, L.L.C.; CONNIE LYNN BAKER; TAMMY SUE AND DR. CHARLES PASQUE; ALLEN BRUCE MORAIN, JR., AND KRISTI MORAIN; ANNE JUHREE KIZZIAR AND TIM KIZZIAR IN THE AMOUNT OF $1,650,000 FOR THE PURCHASE OF 101, 113, 115, 116, AND 118 WEST GRAY STREET TO BE USED FOR MUNICIPAL PURPOSES AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-55 with Gordon D. Morain and Allen B. Morain, as Co-Trustees of the Gordon D. Morain Trust; and Edna I. Morain and Allen B. Morain, as Co-Trustees of the Edna I. Morain Trust; 2 X 2 Investments, L.L.C.; Morain Family Real Estate Company, L.L.C.; Connie Lynn Baker; Tammy Sue and Dr. Charles Pasque; Allen Bruce Morain, Jr., and Kristi Morain; Anne Juhree Kizziar and Tim Kizziar in the amount of $1,650,000; and, if approved, authorize the execution thereof; appropriate $752,000 from the Capital Fund Balance (050-0000-253.20-00) to Project No. BG0245, Gray Street Properties, Land (050-9365-419.60-01); and transfer $898,000 from Project No. EF1001, Smalley Center Renovation, Construction (050-9540-419.61-01) to Project No. BG0245, Gray Street Properties, Land (050-9365-419.60-01).

ACTION TAKEN: _____

Notes:

Agenda Date: 09/13/2011

Agenda Number: 38

Attachments: Purchase Agreement 9-8-11 (dj), Purchase Requisition-Earnest Money

Project Manager: Blaine Nice, 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 K-1112-55

Body.

BACKGROUND: Representatives of the City of Norman were approached in May concerning the City potentially purchasing the property located at 101, 113, 115, 116, and 118 West Gray. The City Attorney's office negotiated with representatives of the property owners and City Council has discussed the potential purchase of this property in Executive Sessions on June 7, August 16 and September 6, 2011. As a result of discussions with Council, and negotiations with the property owners, a Purchase Agreement is being forwarded to City Council for consideration.

DISCUSSION: The location of these properties, adjacent to the current municipal complex, makes this property suitable for future municipal use. City Staff has made preliminary inspections of the buildings and the premises. The potential future municipal uses of the site have included location for the Facilities Management Division, Municipal Court, central location for Development Services, and storage. One such use, storage of municipal records, may allow the relocation of certain records from other leased space, as well as emptying 1 West Gray, and removing record storage from the facility at Peters and Gray. Other municipal uses are also possible, including expansion of municipal and public parking.

The Purchase Agreement is attached. The seller agrees to sell the property to the City for a cash price of $1,650,000. The Seller will pay all closing costs associated with the purchase, except documentary stamps and transfer taxes. The Seller will pay the title insurance premium at transfer. The contract provides that within ten (10) business days after the effective date of the Agreement, the buyer agrees to deposit $33,000 earnest money and will have thirty (30) days from the effective date of the Agreement to conduct inspections, examinations, tests and investigations in order to determine whether or not the property is feasible, suitable and in proper condition for the buyer's intended purposes.

Further, the Agreement is subject to a satisfactory appraisal of the property and a satisfactory Phase I environmental inspection. The seller is in the process of obtaining a Phase I environmental inspection of the property and an appraisal of which the City will receive a copy. In the event that the property, for any reason, is unsuitable for the City's use and such conditions cannot be promptly and satisfactorily remediated, or corrected to a satisfactory condition, then the City shall have a right to terminate the Agreement.

Funding has not been budgeted for this purchase. In accordance with Council's input, it is recommended that two Capital Fund projects, one involving the Smalley Center renovation, and the other involving a storage facility for a fire apparatus be postponed, thereby allowing these funds to be reallocated to the West Gray Street Property project.

The Smalley Center project is budgeted in the current fiscal year (FYE 12) at $899,000. There has been about $1,000 in expenditures toward the Smalley Center project this fiscal year concerning fiber optic line expenses. Accordingly, the funding that could be reallocated from the Smalley Center Project to the West Gray Street Property Project would be $898,000. In fiscal year ending June 30, 2013 (FYE13) the storage facility for fire apparatus is programmed at $625,000. Delaying these two capital projects would provide a total of $1,523,000. An additional $127,000 can be appropriated from the Capital Fund Balance to achieve the total purchase price of $1,650,000.

Since the fire apparatus storage facility is not budgeted until FYE13, delaying that project would not make funding available this fiscal year. Options for current-fiscal year funding were discussed with Council on September 6th. Two options have been deemed to be most feasible to achieve full funding for the purchase of the West Gray Street properties. One option is through a Request for Proposals process to banking institutions to provide short term financing until the FYE 13 budget is approved and the storage facility funding is potentially made available towards this purchase. The responses to the RFP request should be received by September 20th.

Since RFP's for short term bank financing will not be returned until September 20th, in order to have full funding for the purchase contract at the time of approval, staff recommends the purchase of the West Gray Street properties be funded from a transfer of budgeted Smalley Center Improvement funds in this fiscal year, and an appropriation from the Capital Fund balance to achieve the total purchase price needed.

If Staff evaluation of potential short term bank financing is more favorable than appropriating Capital Fund balance once the RFP's are received, then staff would bring these funding recommendations back to the Council Finance Committee for consideration.

RECOMMENDATION NO. 1: The attached Purchase Agreement between the City of Norman and the listed owners of the property in the amount of $1,650,000, is being forwarded to City Council for consideration.

RECOMMENDATION No. 2: If the Purchase Agreement is approved, it is also requested that $898,000 be transferred from Smalley Center Construction (account #050.9540-419.61-01, Project No. EF 1001) to Gray Street Land (account # 050-9365-419.60-01, Project No BG0245).

In addition, it is recommended that $752,000 be appropriated from the Capital Fund balance

(account #050-0000-253.20-00) to Land (account # 050-9365-419.60-01, Project No BG0245).

These two actions will provide full funding for the purchase contract at $1,650,000. From this account the earnest money required under the contract of $33,000 will be paid to the closing title company, Old Republic.

PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into, dated and effective as of the _____ day of September, 2011 (the "Effective Date") by and among Gordon D. Morain and Allen B. Morain, as Co-Trustees of the Gordon D. Morain Trust dated January 18, 1983 and Edna I. Morain and Allen B. Morain, as Co-Trustees of the Edna I. Morain Trust dated January 18, 1983, (collectively referred to hereinafter as the "Morain Trusts") 2 X 2 Investments, L.L.C., a limited liability company organized and existing under and by virtue of the laws of the State of Oklahoma sometimes doing business as II X II Investments, LLC or Two By Two Investments, L.L.C. ("2 X 2"), Morain Family Real Estate Company, L.L.C., a limited liability company organized and existing under and by virtue of the laws of the State of Oklahoma ("MFREC"), Connie Lynn Baker, a single person, Tammy Sue Pasque and her spouse Dr. Charles Pasque, Allen Bruce Morain, Jr. and his spouse Kristi Morain, and Anne Juhree Kizziar and her spouse Tim Kizziar , (MORAIN TRUSTS, 2 X 2, MFREC, Connie Lynn Baker, Tammy Sue Pasque and her spouse Dr. Charles Pasque, Allen Bruce Morain, Jr. and his spouse Kristi Morain, and Anne Juhree Kizziar and her spouse Tim Kizziar being collectively referred to hereinafter as "Seller"), and the City of Norman, Oklahoma, a municipal corporation ("Buyer"); with reference to the following facts:

RECITALS

Seller owns the real property described at Schedule "A" attached as a part hereof (the "Property") and desires to sell the Property to Buyer in accordance with the terms of this Agreement. The Buyer desires to purchase the Property from Seller in accordance with the terms of this Agreement.

AGREEMENTS

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

1. Purchase Agreement. The Seller agrees to sell the Property to the Buyer and the Buyer agrees to purchase the Property from the Seller on the terms and subject to the conditions set forth in this Agreement. The Seller represents that the Seller has no outstanding obligation relating to the sale of the Property except for obligations, if any, which will be fully discharged by Seller by application of the Purchase Price at the Closing.

2. Purchase Price. Subject to the adjustments and prorations hereafter described, the price (the "Purchase Price") to be paid by the Buyer to the Seller to purchase the Property is ONE MILLION SIX HUNDRED FIFTY THOUSAND and 00/100 ($1,650,000). The Purchase Price will be paid as follows:

2.1 Earnest Money Deposit. Within Ten (10) business days after the Effective Date of this Agreement, the Buyer agrees to deposit (the "Earnest Money Deposit") the amount of THIRTY-THREE THOUSAND and 00/100 DOLLARS ($33,000.00) with Old Republic Title Company of Oklahoma, 480 24th Ave. NW, Suite, 106, Norman, Oklahoma 73069 (the "Title Company") to be held in trust as earnest money and

disbursed in accordance with the terms of this Agreement. The Seller and the Buyer agree to duly execute and deliver such instructions as the Title Company might reasonably request from time to time to delineate the obligations, rights and liabilities with respect to the Earnest Money Deposit.

2.2 Balance at Closing. At the closing of the sale of the Property (the "Closing"), the Earnest Money Deposit will be applied against the Purchase Price by the Title Company. The balance of the Purchase Price in the amount of ONE MILLION SIX HUNDRED SEVENTEEN THOUSAND AND 00/100 DOLLARS ($1,617,000) or such lesser amount as may be required after the credits, adjustments, proration and application of the Earnest Money Deposit set forth in the statement of receipts, disbursements and prorations (the "Closing Statement") prepared by the Title Company, shall be paid by the Buyer to the Title Company in cash or by certified or cashier's check to be paid and disbursed as set forth in the Closing Statement.

3. Property Information. The Seller agrees to deliver the following information to the Buyer at the earliest practicable date, but no later than sixty (60) calendar days subsequent to the Effective Date:

3.1 Title Commitment. One or more abstracts of title of the Property certified to a date subsequent to the Effective Date and a written commitment for title insurance (the "Title Commitment") obligating the Title Company to issue an ALTA Owners Policy of Title Insurance (the "Title Policy") on satisfaction of the requirements set forth in the Title Commitment, together with copies of the documents (the "Exception Documents") which create an exception to the coverage provided by or requirements for issuance of the Title Policy.

3.2 Survey. A survey or recertified survey of the Property prepared by Priority Land Survey in accordance with the ALTA/ACSM Minimum Standard Detail Requirements and certified to the Buyer and the Title Company.

3.3 Title Certificate(s). One or more certificates (the "Title Certificates") issued by the Title Company reflecting all filings under the Uniform Commercial Code and all actions pending in state or federal court against the Seller and all predecessors in ownership of the Property.

3.4 Environmental Report. The written report of a phase I environmental audit of the Property addressed to the Buyer and any other person requested by the Buyer, prepared by Southwest Environmental (Martin Herlocher).

4. Buyer Objections. No later than ten (10) calendar days subsequent to receipt of the last of the items described at paragraphs 3.1 through 3.4, the Buyer will provide to the Seller in writing any objections ("Buyer's Objections") to the status of title of the Property. Within ten (10) days after receipt of the Buyer's Objections or if none have been made then within twenty-one (21) calendar days subsequent to Buyer's receipt of the last of the items described at paragraphs 3.1 through 3.4, the Seller will advise the Buyer in writing as to the ability of the Seller to satisfy the Buyer's Objections and the time required to do so. The Seller agrees to use

Seller's best efforts to satisfy each requirement which is a condition precedent to issuance of the Title Policy, to cure any other defect in title to the Property which is discovered by the Buyer, the Seller or the Title Company subsequent to the effective date of the Title Commitment and to satisfy and cure all other Buyer Objections. Unless otherwise specifically approved in writing by the Buyer, Buyer's Objections to the status of title may not be satisfied by the Seller obtaining coverage by the Title Company indemnifying the Buyer against losses arising from the Buyer's Objection. If the Seller is unable to satisfy any Buyer Objection by the Closing Date and the Buyer is unwilling to waive satisfaction of such Buyer Objection, the Buyer will have the option to either: (a) extend the Closing Date (as hereafter defined) by that period of time which is reasonably required to enable the Seller to satisfy all unresolved Buyer Objections at the Seller's expense; or (b) terminate this Agreement by written notice to the Seller, in which event the Seller will cause the Earnest Money Deposit to be returned to the Buyer.

5. Due Diligence Period; Buyer's Right of Determination of Feasibility, Suitability, and Condition. Within five (5) calendar days subsequent to the Effective Date, Seller shall provide to Buyer all lease agreements, rent schedules, schedules of deposits, and all contracts or agreements that affect the property. Buyer shall have thirty (30) calendar days subsequent to the Effective Date of this Agreement (the "Due Diligence Period") in which to: review the leases, schedules, contracts and agreements; conduct appraisals, reviews, inspections, examinations, tests, investigations, studies concerning the Property and/or the condition thereof; conduct surveys and environmental assessments, examinations, tests and evaluations of the Property and obtain assurances that the Property is in compliance with environmental laws and governmental regulations applicable to the Property; and review and/or obtain such additional documents, records, reports, and assurances as Buyer deems necessary or desirable, to enable Buyer to determine the feasibility and desirability of purchasing the Property. If Buyer, in Buyer's sole judgment or discretion, and for any reason, determines that the Property or any condition thereof is unsuitable for Buyer's intended use or is otherwise unsuitable to Buyer, or should, in Buyer's sole opinion, determine that the Property cannot for any other reason be feasibly purchased, Buyer shall have the absolute and unconditional right at any time prior to 5:00 p.m. on the thirty-first (31st) day (or 5:00 p.m. on the next work day thereafter if the 31st day falls on a Saturday, Sunday, or municipal holiday) subsequent to the Effective Date to terminate this Contract by the giving of written notice of termination to Seller, whereupon Seller shall forthwith and without further notice or demand notify the Escrow Agent to pay over and return to Buyer the Earnest Money and thereupon this Agreement, in its entirety, shall become null and void without liability of any nature, one party to the other.

6. Entry and Inspection Rights. To facilitate Buyer's determination of the feasibility, suitability and condition of the Property for Buyer's intended purchase, Seller hereby grants and extends unto Buyer, Buyer's agents, employees and designees, the license and right, commencing upon the Effective Date, to enter upon the Property or any portion thereof at any reasonable time or times, but at the Buyer's sole cost, risk and expense, for the purpose of inspecting, examining, investigating, studying, surveying, assessing, testing and evaluating the Property and any and all components thereof, as Buyer, in Buyer's sole judgment, may deem necessary or desirable.

7. Closing. The Buyer and the Seller agree that the purchase of the Property will be consummated as follows:

7.1 Closing Date. The sale of the Property will be closed on the first (1st) day that the Title Company has available for Closing after all objections, conditions and requirements for Closing have been met or waived (the "Closing Date") at the offices of the Title Company, with the exact time for Closing to be designated by the Buyer by written notice to the Seller and the Title Company, unless the parties agree in writing signed by the parties to and earlier or later date.

7.2 Seller's Deliveries. At Closing the Seller will deliver or cause to be delivered to the Buyer or the Title Company the following items:

7.2.1 Deed. A general warranty deed (the "Deed") conveying the Property to the Buyer subject only to exceptions to marketable fee simple title to the Property approved in writing by the Buyer (the "Approved Title Exceptions");

7.2.2 Bill of Sale. A general warranty Bill of Sale conveying all tangible and intangible personal property, if any, associated with the Property to the Buyer subject only to the Approved Title Exceptions;

7.2.3 Title Policy. The Title Policy in the amount of the Purchase Price reflecting a "Date of Policy" subsequent to the recording of the Deed naming the Buyer as insured, containing only the Approved Title Exceptions as exceptions to coverage and providing such extended coverage endorsements as are requested by the Buyer;

7.2.4 Title Affidavits. Such title affidavits as are reasonably requested by the Title Company or the Buyer;

7.2.5 Title Certificates. Title Certificates dated subsequent to the recording of the Deed which show no filings under the Uniform Commercial Code and no pending action in any state or federal court against the Seller or any predecessor in ownership of the Property which affects the Property other than Approved Title Exceptions;

7.2.6 Evidence of Authority. Such resolutions, certificates, incumbency certificates, consents, and other writings evidencing the complete authority of the Seller or the persons acting on behalf of the Seller to execute or perform this Agreement as might be reasonably requested by the Buyer or the Title Company;

7.2.7 Nonforeign Affidavit. An affidavit in the form prescribed by Treasury Regulation § 1.1445-2 stating the Seller's taxpayer identification number and confirming that the Seller is not a foreign person within the purview of 26 U.S.C. § 1445 and the regulations issued thereunder;

7.2.8 Closing Statement. The Closing Statement; and

7.2.9 Additional Documents. Such additional documents as might be reasonably requested by the Buyer or the Title Company to consummate the sale of the Property to the Buyer.

7.3 Buyer's Deliveries. At Closing the Buyer will deliver or cause to be delivered to the Seller or the Title Company the following items:

7.3.1 Purchase Price. The balance of the Purchase Price in accordance with the Closing Statement;

7.3.2 Title Affidavits. Such title affidavits as might be reasonably requested by the Seller or the Title Company;

7.3.3 Evidence of Authority. Such resolutions, certificates, incumbency certificates and other writings evidencing the authority of the Buyer or the persons acting on behalf of the Buyer to execute or perform this Agreement as might be reasonably requested by the Seller or the Title Company;

7.3.4 Closing Statement. The Closing Statement; and

7.3.5 Additional Documents. Such additional documents as the Seller or the Title Company might reasonably request to consummate the sale of the Property to the Buyer.

7.4 Prorations. All receipts and disbursements relating to the Property will be prorated at Closing as of 12:00 midnight on the day preceding the Closing Date and the Purchase Price will be adjusted as provided in the Closing Statement. Prorations will be made on the following basis:

7.4.1 Receipts. All amounts receivable with respect to the Property earned and attributable to the period prior to the Closing Date will be paid to the Seller to the extent that such amounts are collected on or before the Closing Date; amounts earned and attributable to the period beginning on the Closing Date and thereafter will be paid to the Buyer.

7.4.2 Disbursements. The Seller agrees to pay all sums due for accounts payable which were owing or incurred in connection with the Property prior to the Closing Date. The Buyer will furnish to the Seller any bills for such period received after the Closing Date for payment by the Seller and the Buyer will have no further obligation with respect thereto.

7.4.3 Property Taxes. All real and personal property ad valorem taxes and installments of special assessments, if any, for the calendar years preceding the year in which the Closing Date occurs will be paid by the Seller. All real and personal property ad valorem taxes and installments of special assessments, if any, for the calendar year in which the Closing Date occurs will be prorated to the Closing Date based on the latest available tax rate and assessed valuation.

7.4.4 Utility Charges. The Seller will cause final billings for all utility charges to be made on the Closing Date and the Seller will pay the same at Closing. All utility security deposits relating to the Property, if any, will be retained by the Seller.

7.4.5 Insurance. The Seller will terminate all existing insurance policies on the Closing Date and the Buyer will be responsible for placing all insurance coverage desired by the Buyer. Any prepaid insurance premiums will be retained by the Seller.

7.5 Costs. The Seller will pay the following costs: (a) the Seller's attorneys' fees and expenses; (b) the cost of documentary stamps to be affixed to the Deed; (c) the costs of providing the Survey; (d) all abstracting, title examination and other charges for issuance of the Title Commitment; (e) all premium expenses for issuance of the Title Policy and (f) the escrow and closing fees charged by the Title Company; and (g) the costs of the phase I environmental audit and report. The Buyer will pay the following costs: (h) the Buyer's attorneys' fees and expenses; and (i) the cost of recording the Deed and any other conveyance to the Buyer.

7.6 Possession. Possession of the Property will be delivered by the Seller to the Buyer on the Closing Date free from all persons claiming rights to possession of or having claims against the Property other than as claimants under the Approved Title Exceptions. Effective on the recording of the Deed, the beneficial ownership and the risk of loss of the Property will pass from the Seller to the Buyer.

8. Seller's Representations and Warranties. To induce the Buyer to enter into this Agreement, the Seller represents and warrants that the following matters are now and on the Closing Date will be true and correct:

8.1 No Default. The execution and performance of this Agreement by the Seller will not constitute a default under any agreement, order, writ, injunction, decree or demand of any court or any governmental authority which is binding on the Seller or the Property.

8.2 Consents. No consent, approval or authorization by any person other than the Seller is required in connection with the execution or performance of this Agreement by the Seller.

8.3 Authority. Gordon D. Morain and Allen B. Morain are the duly appointed and serving Co-Trustees of the Gordon D. Morain Trust dated January 18, 1983 and are fully authorized and empowered to act for and bind said Trust; Edna I. Morain and Allen B. Morain are the duly appointed and serving Co-Trustees of the Edna I. Morain Trust dated January 18, 1983 and are fully authorized and empowered to act for and bind said Trust; 2 X 2, and MFREC are each limited liability companies duly organized and existing under the laws of the State of Oklahoma or duly registered under the laws of the State of Oklahoma to transact business in Oklahoma; the Seller has adequate power, authority and legal right to own, operate, manage, hold and sell the Property; the Seller is duly authorized and qualified under all applicable laws, regulations, ordinances or orders of public authorities to act to sell the Property; the Seller has adequate authority, power and legal right to enter into and perform the provisions of this Agreement and in doing so the Seller will not violate any law or order of any court; the persons executing and performing this Agreement and the documents delivered pursuant to this Agreement on

behalf of the Seller have been duly authorized to act for and bind the Seller as contemplated thereby.

8.4 Litigation. There is no pending or threatened litigation which, if adversely determined, might reasonably be anticipated to: (a) restrain the consummation of any of the transactions described in this Agreement; (b) have a material adverse effect on the value or operation of the Property following the Closing; or (c) result in an encumbrance on the Property.

8.5 Taxes. All ad valorem, business, occupation, sales, use and other taxes imposed on the Property or the operation thereof which are due have been paid in full and the Seller has not received any notice that any such tax is unpaid.

8.6 Compliance; Leases and Occupancy Agreements. To the Knowledge of Seller, except as set forth in Schedule 8.6 attached as a part hereof, the Property is presently in compliance with all applicable height limitations, setback requirements, wetland restrictions, restrictive covenants, environmental laws and other local, state and federal laws governing the use of the Property. To the Knowledge of the Seller, except as set forth in Schedule 8.6 attached as a part hereof, none of the Property is bound by any lease or other arrangement for the rental, occupancy, or use of any part thereof and there are no contracts or agreements of any kind granting to any person any option or other right to purchase, lease, occupy, or use the Property or any part thereof.

8.7 Utilities. To the Knowledge of Seller, the Property is adequately served by all necessary public utilities including, without implied limitation, sewer, water, gas, electric and telephone service and the Seller has no knowledge of a condition which might result in the termination of such service. All public utility services are provided to the Property through valid public rights-of-way.

8.8 Hazardous Materials. To the Knowledge of the Seller: (a) no hazardous materials have been placed, held, located, discharged, released, treated, allowed to escape from or disposed of on or under the Property and no part of the Property contains any hazardous materials or any underground storage tanks or has been used as a dump site or for storage of any hazardous materials; and (b) any hazardous materials or underground storage tanks previously located on the Property have been removed and disposed of in accordance with applicable environmental laws.

8.9 Streets. To the Knowledge of Seller, all streets required to serve the Property have been completed, are serviceable and have been dedicated and accepted for use and maintenance by applicable governmental authorities.

8.10 Access and Entry. To the Knowledge of Seller, Lots 1-9, Block 65 Original Town abut and have both actual vehicular and pedestrian access to and from the Gray Street public right of way (the "Street") and also abut and have both actual vehicular and pedestrian access to and from a public right of way lying between the said Lots 1-9 and Lots 24-32, Block 65 Original Town (the B65 Right of Way"), (ii) The Street and the B65 Right of Way are each physically open and publicly maintained, and the Seller has

the transferrable right to use existing curb cuts or entries along that portion of the Street and B65 Right of Way abutting Lots 1-9.

To the Knowledge of Seller, Lot 1 and Lot "H", Block 65 Original Town abut and have both actual vehicular and pedestrian access to and from the N. James Garner Avenue public right of way (the "Street"), (ii) the Street is physically open and publicly maintained, and the Seller has the transferrable right to use existing curb cuts or entries along that portion of the Street abutting Lot 1 and Lot 32.

To the Knowledge of Seller, Lots 30, 31 32 and "H", Block 65 Original Town abut and have both actual vehicular and pedestrian access to and from the W. Tonhawa Street public right of way (the "Street") and Lots 30, 31 and 32 also abut and have both actual vehicular and pedestrian access to and from the B65 Right of Way, (ii) the Street and the B65 Right of Way are each physically open and publicly maintained, and the Seller has the transferrable right to use existing curb cuts or entries along that portion of the Street and that portion of the B65 Right of Way abutting Lots 30, 31, and 32.

To the Knowledge of Seller, The East 12.50 feet of Lot 22, Lots 23, 24, 25, 26 and 27, and the West 11.4 feet of Lot 28 , Block 66 Original Town abut and have both actual vehicular and pedestrian access to and from the Gray Street public right of way (the "Street") and also abut and have both actual vehicular and pedestrian access to and from a public right of way lying between Lots 17-32 and Lots 1-16, Block 66, Original Town (the B66 Right of Way"), (ii) the Street and the B66 Right of Way are each physically open and publicly maintained, and the Seller has the transferrable right to use existing curb cuts or entries along that portion of the Street and that portion of the B66 Right of Way abutting said East 12.50 feet of Lot 22, Lots 23, 24, 25, 26 and 27, and the West 11.4 feet of Lot 28.

8.11 Complete Facility. None of the Property relies on any facilities (other than public ways and utilities) located off the Property to fulfill any governmental requirement or to provide any essential system or service and no building or other improvement not included as part of the Property relies on any part of the Property to fulfill any governmental requirement or any essential building system or utilities.

For purposes of this Section 8, "Knowledge" means the actual knowledge of the Seller or any of them as well as such knowledge as would have come to the attention of such person or entity in the course of due inquiry with respect to the matters above set forth.

9. Full Disclosure. Neither this Agreement nor any statement or document referred to herein or any other information, report or statement delivered to the Buyer by the Seller contains any untrue statement or omits to state a material fact necessary to make the statements herein or therein not misleading. To the knowledge of the Seller, the Seller has disclosed to the Buyer all material facts relating to the renovation, ownership, operation, management, marketing, financing and maintenance of the Property.

10. Buyer's Representations and Warranties. To induce the Seller to enter into this Agreement, the Buyer represents and warrants that the following matters are now and on the Closing Date will be true and correct:

10.1 Authority. The Buyer has adequate authority, power and legal right to enter into and perform the provisions of this Agreement, subject to ratification by the Norman City Council by majority vote, and in doing so the Buyer will not violate any law or the provisions of the Buyer's charter or other organizational documents; the persons executing and performing this Agreement and the documents delivered pursuant to this Agreement on behalf of the Buyer will be, after ratification by the Norman City Council by majority vote, duly authorized to act for and bind the Buyer as contemplated thereby.

11. Facilitating Actions. The parties agree to take the following actions to facilitate the Closing and the realization of the benefits contemplated by this Agreement:

11.1 Approvals. The parties will use reasonable efforts to obtain all necessary or desirable approvals of governmental authorities and consents of all third persons to expedite the Closing.

11.2 Material Change. From the Effective Date to the Closing Date, the Seller will not sell, encumber or otherwise dispose of any of the Property.

11.3 Seller's Indemnification. The Seller agrees to indemnify, hold harmless and defend Buyer against all loss, damage, claims, costs, expenses and any other liability whatsoever, including, without implied limitation, reasonable accountants' and attorneys' fees, charges and costs, incurred by the Buyer by reason of: (a) the Seller's breach of any covenant of the Seller contained in this Agreement; and (b) the Seller's failure to duly perform or discharge any liability of the Seller or the Seller's predecessors in title to the Property.

11.4 Buyer's Indemnification. The Buyer agrees to indemnify, hold harmless and defend the Seller against all loss, damage, claims, costs, expenses and any other liability whatsoever, including, without implied limitation, reasonable accountants and attorneys' fees, charges and costs incurred by the Seller by reason of: (a) the Buyer's breach of any covenant of the Buyer contained in this Agreement; and (b) the Buyer's failure to duly perform or discharge any liability arising after the transfer of title to the Property to the Buyer.

11.5 Further Assurances. The Seller and the Buyer will, whenever and as often as reasonably requested to do so by the other party: (a) execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further conveyances, assignments, confirmations, satisfactions, releases, approvals, consents, certifications and other documents as might be reasonably necessary, expedient or proper, in the opinion of the requesting party, to complete the conveyances, transfers, sales and assignments herein provided; and (b) take all other actions as are reasonably requested to carry out the intent of this Agreement or to facilitate an orderly transfer of ownership of the Property.

11.6 Default; Remedies. If either the Buyer or the Seller fails to perform such party's obligation under this Agreement (except as excused by the other party's default), the party claiming default will make written demand for performance. If the Seller fails to comply with such written demand within ten (10) days after receipt thereof, the Buyer will have the option to waive such default, to demand specific performance, to exercise any other remedy available at law or in equity or to terminate this Agreement; and on such termination, the Earnest Money Deposit will be returned to the Buyer. If the Buyer fails to comply with such written demand within ten (10) days after receipt thereof, the Seller will have the option to waive such default or to terminate this Agreement; and on such termination, the Seller will be paid the Earnest Money Deposit as liquidated damages arising from such default. The Buyer has agreed, after specific negotiation relating thereto, that the amount of the Earnest Money Deposit is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to the Seller and is not intended to constitute a penalty. On such termination and return or payment of the Earnest Money Deposit, the parties will be discharged from any further obligations and liabilities under this Agreement except the Buyer and the Seller will continue to be obligated to pay the costs described in this Agreement.

12. Miscellaneous. It is further agreed as follows:

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Buyer and the Seller relating to the sale of the Property. This Agreement supersedes, in all respects, all prior written or oral agreements between the parties relating to the sale of the Property and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein.

12.2 Amendment. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Agreement is intended to be for the benefit of the Buyer and the Seller and is not intended to confer rights on or to constitute any person as a third party beneficiary of this Agreement.

12.3 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally or by telefacsimile (with a confirming copy sent within one [1] day by any other means described in this paragraph) to the party designated to receive such notice, or on the date following the day sent by overnight courier or on the fifth (5th) day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other parties:

To the Buyer: The City of Norman, Oklahoma
Municipal Building
201 West Gray Street
Norman, OK 73069
Attention: Steve Lewis, City Manager

Telephone: (405) 366-5423
Telefacsimile: (405) 366-5425
Email: Steve.Lewis@NormanOK.gov

with a copy to:

William R. Dill
Attorney at Law
401 West Main Street, Suite 380
Norman, Oklahoma 73069
Telephone: (405) 360-9707
Telefacsimile: (405) 329-0171
Email: oklaw@swbell.net

To the Seller:

Bruce Morain
c/o Equity Commercial Realty, LLC
Attn: Eric C. Fleske, CCIM
2600 Van Buren, Suite 2626
Norman, Oklahoma 73072
Telephone: (405) 360-5300
Telefacsimile: (405) 360-7677
Or by e-mail to: Bruce@Morain Trustsllc.com

MORAIN TRUSTS, 2 X 2, MFREC, and Connie Lynn Baker, a single person, Tammy Sue Pasque and her spouse Dr. Charles Pasque, Allen Bruce Morain, Jr. and his spouse Kristi Morain, and Anne Juhree Kizziar and her spouse Tim Kizziar hereby appoint Bruce Morain as agent to receive any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement and each hereby stipulates and agrees that service or delivery of any such notice, payment, demand or communication required or permitted to be given by any provision of this Agreement, if made on said agent, shall be of the same legal force and effect as if made on MORAIN TRUSTS, 2 X 2, MFREC, Connie Lynn Baker, a single person, Tammy Sue Pasque and her spouse Dr. Charles Pasque, Allen Bruce Morain, Jr. and his spouse Kristi Morain, and Anne Juhree Kizziar and her spouse Tim Kizziar, or any or all of them.

12.4 Attorneys' Fees. If any party institutes an action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorneys' fees, disbursements and litigation expenses incurred by the successful party.

12.5 Governing Law. This Agreement is being executed, delivered and is intended to be performed in Norman, Cleveland County, Oklahoma. This Agreement is to be construed according to the laws of the State of Oklahoma applicable to contracts to be performed entirely within the State of Oklahoma by parties who are residents of the State of Oklahoma. All actions with respect to this Agreement may be instituted in the courts of the State of Oklahoma or the United States District Court in the judicial district in which

the Property is located. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

12.6 Brokerage. The Buyer represents that no broker, finder or other person entitled to collect a brokerage or similar fee has been employed by or on behalf of the Buyer in connection with the transactions contemplated by this Agreement. The Seller represents that no broker, finder or other person entitled to collect a brokerage or similar fee has been employed by or on behalf of the Seller in connection with the transactions contemplated by this Agreement, except Eric Fleske of Equity Commercial Realty, LLC. Seller agrees to pay 100% of any brokerage or other similar fee due or to become due to the said Eric Fleske and/or Equity Commercial Realty, LLC. and/or any other person claiming by, through or under them or claiming association or co-brokerage with them related to or arising from or out of the transaction contemplated by this Agreement. Seller agrees to indemnify and hold the Buyer harmless from any claim, loss or damage arising out of any compensation due or alleged to be due to Eric Fleske and/or Equity Commercial Realty, LLC. and/or any other person claiming by, through or under them or claiming association or co-brokerage with them and/or any other broker, finder or other person claiming employment by Seller in connection herewith or in connection with the Property. Buyer agrees to indemnify and hold Seller harmless from any claim, loss or damage arising out of any compensation due or alleged to be due to any other broker, finder or other person claiming employment by Buyer in connection herewith.

12.7 Severability. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

12.8 Assignment. The rights of the Buyer under this Agreement may be assigned without the prior consent of the Seller. The assignment of this Agreement by the Buyer and the acceptance of such assignment by the assignee of the Buyer will be deemed an assumption of all of the obligations of the Buyer under this Agreement by the assignee and the person originally named as the Buyer will be discharged from all further liability under this Agreement effective on the date of acceptance of such assignment.

12.9 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Buyer and the Seller.

12.10 Time. Time shall be of the essence with respect to each provision of this Agreement.

12.11 Captions. The captions in this Agreement are inserted for convenience of reference and are not intended to define, describe or limit the scope of any provision of this Agreement.

12.12 Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This Agreement will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this Agreement has been executed by each party, a copy thereof delivered to the other party to this Agreement and the Earnest Money Deposit delivered to the Title Company.

12.13 Approvals. When approval by any party is required in the performance of any action contemplated by this Agreement, such approval will not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be ten (10) business days after receipt of a written notice requesting such approval. If the party whose approval is requested neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval of such action. If a party disapproves any action proposed by the other party hereunder, such disapproval will not be effective unless the reasons for such disapproval are stated in writing and provided to the party proposing the action.

12.14 Survival. All representations and warranties contained in this Agreement will survive the Closing.

12.15 Public Announcements. The Seller agrees to consult with Buyer as to the content of all public announcements proposed to be made by Seller with respect to the sale of the Property. If any inquiry of Seller is made by any person with respect to any transaction contemplated by this Agreement, Seller agrees to consult with the Buyer prior to responding to such inquiry.

12.16 Expiration. The dates of execution of this Agreement are set forth below the respective signatures of the Buyer and the Seller. It is understood that all obligations of the Buyer, if any, under this Agreement will terminate at 5:00 p.m. Oklahoma time on the fourth (4th) day after the date this Agreement was executed by the Buyer, unless the Seller has duly executed and delivered a copy of this Agreement to the Buyer prior to such time. If the Buyer fails to deliver the Earnest Money Deposit to the Title Company within the time required by this Agreement following ratification by the Norman City Council by majority vote, the Seller may unilaterally terminate this Agreement at any time thereafter by the service of written notice to the Buyer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

The "Buyer":

THE CITY OF NORMAN, OKLAHOMA,

Approved by the Norman City Council on the _____ day of September, 2011

By: _____
Cindy Rosenthal, Mayor

Attest: _____
Brenda Hall, City Clerk

Approved as to form and legality this 8th, day of September, 2011

R Blaine Nelson
City Attorney's Office

The "Seller":

_____
Gordon D. Morain, Co-Trustee of the Gordon D. Morain Trust dated January 18, 1983 on behalf of said Trust

Date Executed: _____, 2011

_____
Allen B. Morain, Co-Trustee of the Gordon D. Morain Trust dated January 18, 1983 on behalf of said Trust

Date Executed: _____, 2011

_____
Edna I. Morain, Co-Trustee of the Edna I. Morain Trust dated January 18, 1983 on behalf of said Trust

Date Executed: _____, 2011

_____

Allen B. Morain, Co-Trustee of the Edna I. Morain Trust dated January 18, 1983 on behalf of said Trust
Date Executed: _____, 2011

2 X 2 Investments, L.L.C., an Oklahoma limited liability company

By: _____
_____, Manager

Date Executed: _____, 2011

MORAIN FAMILY REAL ESTATE COMPANY, **L.L.C.**, an Oklahoma limited liability company

By: _____
_____, Manager

Date Executed: _____, 2011

_____

Connie Lynn Baker

Date Executed: _____, 2011

_____

Tammy Sue Pasque

_____

Dr. Charles Pasque

Date Executed: _____, 2011

Allen Bruce Morain, Jr.

Kristi Morain

Date Executed: _____, 2011

Anne Juhree Kizziar

Tim Kizziar

Date Executed: _____, 2011

RECEIPT

The Title Company acknowledges receipt of the sum of THIRTY-THREE THOUSAND and 00/100 DOLLARS ($33,000.00) from the Buyer as the Earnest Money Deposit and a copy of the Agreement executed by the Buyer and the Seller. The Title Company agrees to hold and disburse the Earnest Money Deposit in accordance with the terms of the Agreement.

Old Republic Title of Oklahoma, an
Oklahoma corporation

By: _____
Name: _____
Title: _____

Date Executed: _____, 2011

SCHEDULE "A"

Description of the Property

The following land located in Norman, Cleveland County, Oklahoma:

> Lots 1-9 inclusive and Lots 30, 31, 32 and "H", in Block 65, in the Original Town of Norman, Cleveland County, Oklahoma; and
> The East 12.50 feet of Lot 22, all of Lots 23, 24, 25, 26 and 27, and the West 11.4 feet of Lot 28, in Block 66, in the Original Town of Norman, Cleveland County, Oklahoma according to the recorded plat thereof;

together with:
all of oil, gas and other minerals in and under the Property not previously reserved or conveyed of record;
all of the buildings, structures and improvements in, on or under the Property and all fixtures therein or thereon;
all tenements, privileges, rights, easements, hereditaments and appurtenances thereunto belonging;
all rights of an abutter in and to a public right of way lying between Lots 1-9 and Lots 24-32, Block 65 Original Town;
all rights of an abutter in and to a public right of way lying between Lots 17-32 and Lots 1-16, Block 66, Original Town; and
all rights, title and interest of the Seller in and to any street, alley, ramp, passage, and other rights-of-way included therein or adjacent thereto, before or after vacation thereof.

Schedule 8.6

Compliance; Leases and Occupancy Agreements

1. A month to month verbal lease with Couch Communications for $1,250.00 plus utilities per month. Landlord is responsible for property taxes, property insurance, HVAC maintenance and repairs, and building maintenance. This month to month Lease shall remain in effect at closing.

2. A lease dated October 8, 2002 and amended September 26th, 2007 between 2X2 Investments, LLC, as Landlord, and Gordon's Specialty Company, LLC, as Tenant, for the property at 113 and 115 West Gray, Norman, OK 73069. This Lease shall be terminated by Seller on or before closing.

3. A lease dated November 13, 2006 between MFRC, LLC, as Landlord, and Gordon's Specialty Company, LLC, as Tenant, for the property at 101 West Gray, Norman, OK 73069. This Lease shall be terminated by Seller on or before closing.

PURCHASE REQUISITION NBR: 0000191392

STATUS: DIVISION APPROVAL

REQUISITION BY: JROWE
REASON: EARNEST MONEY FOR PURCHASE OF W GRAY ST PROPERTY
DATE: 9/07/11

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 10942 OLD RUPUBLIC TITLE CO OF OKLAH
DELIVER BY DATE: 9/08/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EARNEST MONEY FOR PURCHASE W GRAY ST PROPERTY COMMODITY: SALE OF SURPLUS & OBSOLET SUBCOMMOD: REAL ESTATE (INCL. BUILDI	1.00	EA	33000.0000	33000.00	10942

REQUISITION TOTAL: 33000.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05093654196001	Capital Projects Land	BG0245 Gray Street Properties	100.00	33000.00
					33000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

REQUESTING EARNEST MONEY FOR PURCHASE AGREEMENT
TO PURCHASE WEST GRAY STREET PROPERTY PER COUNCIL
APPROVAL
*****
RETURN CHECK TO LEGAL DEPT FOR SPECIAL HANDLING