



# City of Norman, OK

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

## Master

**File Number: K-1314-36**

**File ID:** K-1314-36

**Type:** Contract

**Status:** Consent Item

**Version:** 2

**Reference:** Item No. 37

**In Control:** City Council

**Department:** Legal Department

**Cost:**

**File Created:** 07/11/2013

**File Name:** LL-1314-2 Revocable License-CCs

**Final Action:**

**Title:** CONTRACT NO. K-1314-36: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COMMUNITY CHRISTIAN SCHOOL IN THE AMOUNT OF \$4,207 PER YEAR FOR THE LEASE OF CITY RIGHT-OF-WAY LOCATED ALONG BROCE DRIVE.

**Notes:** ACTION NEEDED: Motion to approve or reject Contract No. K-1314-36 with Community Christian School in the amount of \$4,207 per year; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_

**Agenda Date:** 07/23/2013

**Agenda Number:** 37

**Attachments:** K-1314-36, Exhibit A K-1314-36

**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 K-1314-36

Body

**BACKGROUND:** Community Christian School is currently in the process of expanding and remodeling the school. Community Christian School plans to expand the parking and sports fields along Broce Drive. As designed, the parking and sports fields occupy 4,207 square feet of public right-of-way.

**DISCUSSION:** The Department of Public Works, the Department of Utilities, and the Planning Department have reviewed the proposed plans. Each department is comfortable with locating the parking and sports fields within City of Norman right-of-way as long as Community Christian School follows certain conditions contained within the proposed Revocable License.

Prior to drafting the license, the City Attorney's Office reviewed previous agreements between the City of Norman and Coach's Brewhouse, 329 Partners LLC, and La Baguette, Inc. These entities lease right-of-way from the City of Norman to use as patio space for their restaurants (Coach's Brewhouse, In the Raw Sushi, and Blackbird Gastropub). In addition, the attached agreement is very similar to the agreement recently approved by City Council for the archway at the entrance of Fountain View Addition and the stairway for First Baptist

Church.

The attached license allows Community Christian School to build and locate the proposed parking lot and sports fields within the Broce Drive right-of-way. However, it reserves the City's right, or the right of others that have City permission, to locate, relocate, or construct utilities within the area where the parking and sports fields are located. In addition, under the terms of the license, the City shall incur no liability for any damages to the parking lot and sports fields caused by any utility work.

Community Christian School, the licensee, also agrees to pay an annual license fee of \$4,207 for use of the right-of-way. This fee is consistent with the fees paid by 329 Partners LLC, La Baguette, Inc, and the Fountain View Addition for use of the City right-of-way. All of those agreements charge \$1.00/square foot. The licensee also must agree to use the right-of-way exclusively for the parking and sports fields consistent with the plans that have been submitted. Any deviation from the approved plans may be grounds for revocation of the license.

In the license, the City reserves the right to inspect the parking lot and sports fields. If the licensee fails to maintain it in a safe, sanitary, and sightly condition, the City may require the licensee to make repairs, or if the licensee fails to do so, the City may make repairs and charge those costs to the licensee. The licensee is also to comply with any applicable state or federal laws. The licensee agrees to indemnify, defend, and hold the City of Norman harmless for any actions of any nature arising out of any failure by licensee to satisfy, its obligations under this license; arising out of any accident or other occurrence whatsoever causing injury, including death, resulting from the use, occupancy or condition of the right-of-way and patio by licensee; and arising out of any mechanic's lien or other lien, tax, assessment or charge of any kind.

The license may be terminated for the following reasons with thirty days written notice: the subject right-of-way is needed for a municipal purpose including, but not limited to, road or utility construction, installation, or repair; installation of a sidewalk, bicycle lane or other mode of pedestrian travel; and construction of any other City facilities. Upon the termination of this license, licensee shall surrender to City the possession of the right-of-way and shall remove the parking lot and sports fields and restore the right-of-way to substantially the state in which it was prior to the construction of the patio. If the licensee fails within thirty (30) days to make such removal or restoration, then City may remove the parking and sports fields and restore the right-of-way to substantially the state it was in prior to construction of the parking and sports fields, and the licensee shall reimburse City for the cost so incurred.

**RECOMMENDATION:** If City Council wishes to allow the location of the parking and sports fields within the right-of-way, Staff recommends the execution of the attached license in order to preserve the interests of the City and other franchise holders.