



City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069

Master

File Number: K-1718-69

File ID: K-1718-69 **Type:** Contract **Status:** Non-Consent Items

Version: 1 **Reference:** Item 24 **In Control:** City Council

Department: Legal Department **Cost:** **File Created:** 10/03/2017

File Name: Norman Downtowners Association Revocable ROW License **Final Action:**

Title: CONTRACT K-1718-69: A REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE DOWNTOWNERS ASSOCIATION IN THE AMOUNT OF \$100 PER YEAR FOR THE INSTALLATION AND MAINTENANCE OF LED LIGHTING SPANNING THE 200 BLOCK OF EAST MAIN STREET.

Notes: ACTION NEEDED: Motion to approve or reject Contract K-1718-69 with the Downtowners Association in the amount of \$100 per year; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 10/10/2017

Agenda Number: 24

Attachments: Norman Downtowners Assoc. Revocable ROW License, Example Photographs, Downtown Lights Area Map of Block, Map of Lights, Engineering Plans

Project Manager: Leah Messner, Assistant City Attorney

Entered by: sencinias@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-1718-69

Body

BACKGROUND: The Norman Downtowners Association has approached City Staff with a request to install a lighting project encompassing thirteen strands of LED lights spanning Main Street in a diagonal pattern in the 200 block of East Main Street from building to building.

As this proposed project is within City right-of-way Staff has prepared a Revocable License for use of the Main Street right-of-way by the Downtowners Association.

DISCUSSION: The proposed light installation will have a remote control allowing the Downtowners to change the colors of the light display depending on the event and season. However, the lights will not blink or flash, and the colors will remain static for the duration of the designated event or season (i.e. red for OU games or orange for Halloween). The installation is proposed to be permanent and plans have been prepared by a licensed engineer.

The plans are attached to the license.

The installation will use the party walls of the buildings along Main Street and avoid the tree canopies. Power will be run continuously through the light lines. The property owners whose buildings will be used have signed agreements between with the Downtowners Association allowing the installation. Photographs of similar light installations from other cities are attached to this item for Council's information.

Prior to drafting the license, the City Attorney's Office reviewed previous agreements between the City of Norman and other entities that lease rights-of-way in Norman. These entities lease surface 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) or for the installation of entrance features for their neighborhoods (Fountainview Addition).

The attached license allows Downtowners Association to locate the lights within City of Norman Right-of-Way above the 200 block of East Main Street. 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 lights are located. In addition, under the terms of the license, the City shall incur no liability for any damages to the lights caused by any utility work.

The Downtowners Association, the licensee, also agrees to pay an annual license fee of \$100 for use of the Right-of-Way. The licensee also must agree to use the Right-of-Way exclusively for the lights 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 lights. If the licensee fails to maintain the lights in a safe, sanitary, and sightly condition, the City may require the licensee to make repairs, of 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 the lights by Licensee; and arising out of any mechanic's lien or other lien, tax, assessment or charge of any kind.

Lastly, the license may be terminated for any reason at any time by either party by serving thirty (30) days' written notice of termination upon the other party. Upon the termination of this License, Licensee shall surrender to the City the possession of the Right-of-Way and shall remove the lights and restore the Right-of-Way to substantially the state in which it was prior to the construction of the lights. If the Licensee fails within thirty (30) days to make such removal or restoration, then the City may remove the lights and restore the Right-of-Way to substantially the state it was in prior to construction of the lights, and the Licensee shall reimburse the City for the cost so incurred. If the Licensee fails to remove the Improvements, and the City is required to remove the improvements, the City may take and hold the Improvements as its sole property.

RECOMMENDATION: Installation of the lights in City Right-of-Way, like these proposed by the Downtowners Association, are a new concept in the City of Norman. For that reason, Staff brings this item and attached license forward for Council consideration. If City Council wishes to allow the location of the lights within City Rights-of-Way, Staff recommends the execution of the attached license in order to preserve the interests of the City and other franchise holders.