



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 02/27/2024

**REQUESTER:** Elisabeth Muckala, Assistant City Attorney

**PRESENTER:** Elisabeth Muckala, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONMENT OF CONTRACT K-2324-147: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN AND NOUN HOTEL, LLC FOR \$4,250 ALLOWING PLACEMENT AND MAINTENANCE OF PAVING, LANDSCAPING, ARTWORK AND SEATING WITHIN THE PUBLIC RIGHT-OF-WAY.

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### **BACKGROUND:**

Local business, NOUN Hotel, LLC, has requested this Revocable Right-of-Way License and Agreement (Contract K-2324-147), in order that it may utilize right-of-way directly adjacent to its location at 542 S. University in Norman, Oklahoma. During construction, pavement was installed in City right-of-way directly fronting University Boulevard. On this pavement, applicant proposes the permanent placement of artwork, namely a life-sized Schooner, as well as landscaping and dripline irrigation, and other tables and seating. Applicant proposes to utilize this space to enhance its customer's experience with outside opportunities to enjoy campus-adjacent Norman, particularly during sporting and other event draws.

City Staff has evaluated the proposal and finds that the applicant's proposed use can be accommodated with certain limitations and protections in place.

### **DISCUSSION:**

This proposed revocable license agreement would approve the placed pavement, as well as the placement of artwork, landscaping and seating as set forth in the Exhibit B attached to the Agreement, within the public right-of-way are shown in Exhibit A to the Agreement. The improvements allowed within Exhibit B ensure that a five-foot clear pathway will be left and maintained at all times by Licensee. The revocable license agreement provides that an annual rental of \$4,250 which will be paid by Licensee to the City of Norman for use of the right-of-way area. The Agreement further provides that either party may terminate the license agreement upon thirty (30) days' notice. The Agreement also requires the Licensee maintain the installations and replace the same upon the City's need to work within the right-of-way. The Licensee may not install additional items, or change the configuration shown in the Agreement, without further agreement of the City. Upon any future termination, the revocable license

agreement requires that the applicant complete construction or otherwise return the affected right-of-way to its original condition.

The Agreement provides for indemnification and requires that the Licensee carry applicable insurances protecting the City as an additional insured. Applicant's failure to do any of these things constitutes a breach of the agreement, allowing termination by the City.

The annual payment of \$4,250 will be receipted into the General Fund, revenue account Other City Expense (109-364229) when received.

**RECOMMENDATION:**

Based on the above information, staff recommends approval of K-2324-147, a Revocable Right-of-Way License and Agreement with NOUN Hotel, LLC, allowing placement and maintenance of pavement, landscaping, artwork and seating within the right-of-way immediately adjacent to 542 South University Boulevard.