



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Elisabeth Muckala, Assistant City Attorney

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-127: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CUSTARD FACTORY, INC., IN THE AMOUNT OF \$100.00 PER YEAR ALLOWING PLACEMENT OF STRING LIGHTS AND POLES WITHIN THE PUBLIC RIGHT-OF-WAY.

BACKGROUND:

Norman business Rusty's Frozen Custard, located at 301 W. Main Street in Norman, wishes to install three poles supporting suspended LED string lights over the sidewalk, which is within the public right-of-way, directly adjacent to its business location and overhanging the licensed Sidewalk Café area already in place. The business, registered legally as The Custard Factory, Inc. with the Oklahoma Secretary of State, has worked directly with David Riesland, Norman Public Works Transportation Engineer, to ensure its design complies with Norman Code, including necessary ADA clearance standards. The design has been approved by Public Works, and the agreement has further been reviewed and approved by the Director of Planning and Community Development, and is hereby presented for approval by City Council.

DISCUSSION:

This proposed revocable license agreement would allow the placement of three poles, to support an aerial LED string light configuration as set forth in the Exhibits attached to the Agreement, within the public right-of-way directly abutting the 301 W. Main St., where Rusty's Frozen Custard is located. The revocable license agreement provides that the applicant will pay rental of \$100.00 to the City of Norman annually and that either party may terminate the license agreement upon thirty (30) days' notice. Upon 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 applicant carry applicable insurances protecting the City as an additional insured. Additionally, as the applicant is the renter of the space, the Agreement verifies that the applicant is responsible for ensuring the landlord's approval and support for all contemplated improvements. Applicant's failure to do this in any case constitutes a breach of the agreement, allowing termination by the City.

The annual rental payment of \$100.00 will be receipted into revenue account Reimbursements-Other City Expense (10-364229) when received.

RECOMMENDATION:

Based on the above information, staff recommends approval of K-2122-127, a Revocable Right-of-Way License and Agreement with The Custard Factory, Inc., allowing placement of poles and LED lights within the public right-of-way directly adjacent to property located at 301 W. Main Street.