

AGENDA

Special Meeting of the
Nichols Hills Board of Park Commissioners
Tuesday, December 10, 2024 at 3:00 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

If special assistance is needed for this meeting by any person wishing to attend, please contact the City Clerk's office no later than 48 hours prior to the meeting, and such assistance will be provided.

Official action may be taken by the Board of Park Commissioners only on items that appear on this Agenda. The Board of Park Commissioners may dispose of the business set out on this Agenda by accepting, approving, adopting, rejecting, amending, or postponing action as to each item, as determined by the Board of Park Commissioners.

1. Call to Order
2. Roll Call
3. Minutes
 - a. September 4, 2024 Minutes
 - b. February 26, 2024 Minutes
4. Consideration of adoption, approval, acceptance, rejection, amendment, and/or postponement of the following:
 - a. Recommend approval of a Park Adoption Agreement with Robert and Karen Browne, for park property generally known as Redbud Park with boundaries at the following locations: from Sherwood Lane on the south, the center of NW Grand Boulevard on the east, West NW Grand Boulevard on the west, and Bedford Drive on the north.
 - b. A new park in the 1800 Block of Westminster Place.
5. Adjournment

Amanda Copeland

City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Special Meeting of the
Nichols Hills Board of Park Commissioners
Wednesday, September 4, 2024 at 9:30 AM
Fire Training Room, 6405 Avondale Drive
Nichols Hills, OK 73116

- 1. Call to Order
- 2. Roll Call

Attendees Present	Arrived
Member Rainey Williams	9:30
Member Chip Oppenheim	9:30
Member Patty Anthony	9:30
Member Ryan Butts	9:30
Member Jamie Farha	9:30

- 3. Items for Separate Vote

- a. Plans for playground equipment at Margaret Davis Park.

City Manager Shane Pate reviewed the proposed site plan and images of proposed playground equipment for Margaret Davis Park with Board of Park Commissioners.

MOTION: Jamie Farha moved to recommend the City Council approve agenda item 3a as presented. Chip Oppenheim seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Jamie Farha
SECONDER:	Chip Oppenheim
AYES:	Chip Oppenheim, Ryan Butts, Patty Anthony, Rainey Williams, Jamie Farha

- b. A new park in the 1800 Block of Westminster Place.

Mr. Nick Fairless, with Howard-Fairbairn Site Design Inc., presented inspirational charts showing examples of parks. City Council members, Board of Park Commissioners and staff discussed nature play areas, displaying art, having a water feature, enclosing the park with a wall or fence, parking and other ideas for the future park. With the suggestions from the discussion, Howard-Fairbairn Site Design Inc., will return to a future joint meeting with potential park plan options for the Board of Park Commissioners and City Council members to review.

4. Adjournment

The meeting was adjourned.

Chairman
Board of Park Commissioners
City of Nichols Hills, Oklahoma

City Manager
Board of Park Commissioners
City of Nichols Hills, Oklahoma

City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Special Meeting of the
Nichols Hills Board of Park Commissioners
Monday, February 26, 2024 at 4:00 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

1. Call to Order
2. Roll Call

Attendee Name	Title	Status	Arrived
Pete Everest	Chairman	Present	
Rainey Williams		Absent	
Karen Browne		Present	
Vicki English		Absent	
Chip Oppenheim		Present	
Patty Anthony		Present	
Blake Fitzgerald		Absent	
Ryan Butts		Present	
Jamie Farha		Present	

3. Minutes

a. Board of Park Commissioners Minutes - December 7, 2022

MOTION: Oppenheim moved to approve the December 7, 2022 minutes as presented. Farha seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chip Oppenheim
SECONDER:	Jamie Farha
AYES:	Everest, Browne, Oppenheim, Anthony, Butts, Farha
ABSENT:	Williams, English, Fitzgerald

4. Consideration of adoption, approval, acceptance, rejection, amendment, and/or postponement of the following:

- a. Recommend approval of an application by Joan S. Maguire to adopt a park and related park adoption agreement, for park property generally located on the corner of Bedford Drive and Trenton Road, currently known as Roy Devero Park.

City Manager Shane Pate reviewed Ms. Joan Maguire’s application to adopt the park property currently known as Roy Devero Park.

Mrs. Nancy Herzel, Roy Devero Park Chairman, stated that the Maguire’s purchased the Pan statue, that is placed at the park, years ago and were also responsible for the brick work at the park.

MOTION: Farah moved to recommend the City Council approve agenda item 4a as presented. Oppenheim seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jamie Farha
SECONDER:	Chip Oppenheim
AYES:	Everest, Browne, Oppenheim, Anthony, Butts, Farha
ABSENT:	Williams, English, Fitzgerald

- b. Redbud Park area improvement project discussion.

City Manager Shane Pate gave an update on the improvement project of Redbud Park and reviewed the proposed plans with the Commissioners. Mrs. Jamie Farha and Mrs. Nancy Herzel are co-chairing the fund-raising portion of the project. Mrs. Herzel stated that they are still taking donations for the \$2.2 million project. The City will be applying for an ACOG grant along with other grants to help fund a portion of the project. To date fund-raising donations total \$284,570.00 with \$45,000.00 in uncollected pledges. The City thanks everyone that has worked so hard on this project.

5. Adjournment

Chairman Everest adjourned the meeting.

Chairman
Board of Park Commissioners
City of Nichols Hills, Oklahoma

City Manager
Board of Park Commissioners
City of Nichols Hills, Oklahoma

City Clerk
City of Nichols Hills, Oklahoma

Park Adoption Agreement

This Park Adoption Agreement (“this Agreement”) is between the City of Nichols Hills, Oklahoma, a municipal corporation, (the “City”) and Robert and Karen Browne Family (the “Brownes”). The City is grateful for and commends the Brownes for assuming the responsibilities set out in this Agreement.

Recitals

A. Redbud Park will be a park in Nichols Hills, Oklahoma, bounded by Sherwood Lane on the south, the center of NW Grand Boulevard on the east, West NW Grand Boulevard (known as “Little Grand”) on the west, and Bedford Drive on the north, all less and excluding the area known as Harvey Park. The location of Redbud Park is indicated on Attachment A.

B. The Brownes applied to the City to adopt Redbud Park pursuant to Article VII, *Park Adoptions*, of Chapter 34, *Parks and Recreation*, of the Nichols Hills City Code, pursuant to which adopters may adopt and improve parks in the City by the installation of hardscape and constructed facilities, installation of Park Amenities (as defined in Chapter 34), and/or planting a significant number of trees and plants.

C. The Brownes’ adoption includes a donation toward payment for the construction and ongoing maintenance of certain improvements (the “Improvements”) to be installed in Redbud Park by the City.

Agreement

1. Relationship of the Parties; Designation of Representatives. The City and the Brownes acknowledge that fulfilling the purpose of this Agreement for the benefit of Redbud Park and the City of Nichols Hills will require the good faith cooperation and communication between them. The Brownes and the City will each designate a representative(s) from time to time to facilitate cooperation and communication between them regarding Redbud Park and the Improvements. Notices required by this Agreement will be made by notifying such representatives. The City’s initial representative is Shane Pate. The Brownes’s initial representatives are Robert and/or Karen Browne. Either party may change its representative by so notifying the other party.

2. The Donation. The Brownes will cause Five Hundred Thousand Dollar (\$500,000.00) (the “Donation”) to be donated to the City on or before November 12th, 2024. The City will record the Donation in a segregated and restricted fund to be used by the City exclusively for installing the Improvements and for a five-year endowment for their maintenance.

3. Plaque and Sign. The Donation will be recognized in Redbud Park by a plaque to be installed by the City in the “Donor Plaza” area of Redbud Park. The plaque will provide the name “Redbud Park,” a brief summary of Maimee Lee Robinson Browne’s contributions to making the Redbud tree Oklahoma’s State tree, and a recognition of the Browne’s Donation. A separate sign designating the improved park area as “Redbud Park” will be installed at the northwest corner of the intersection of Center Grand Boulevard and Sherwood Lane.

4. Plans and Specifications for the Improvements; the Architect. The plans and specifications for the Improvements will be prepared by Howard-Fairbairn Site Design, Inc. (the “Architect”). The Conceptual Drawings will be submitted to the Brownes for approval. Once also approved by the City, the conceptual drawings that will be used by the City to bid the project. The City will direct the Architect and pay the Architect’s invoices directly.

5. Project bid. The City will create a budget for the Redbud Park project (the “Project Budget”) which will be comprised of the Donation and other funds available to the City. The current estimated costs for the Improvements is set out on Attachment B. The total Project Budget will be approximately Two Million Three Hundred Thousand Dollars (\$2,300,000.00). The City will cause the installation of the Improvements to be competitively bid based on the Conceptual Drawings within 90 days of the parties’ full execution of the Park Adoption Agreement, pursuant to applicable law and the City’s practice. If the lowest responsible bidder bids in an amount which does not exceed the Donation, the City will promptly award the project to that bidder. If the lowest responsible bidder bids in excess of the Donation, the City and the Brownes will enter into discussions and mutually agree to take one of the following actions: (1) value engineer the project to scale it down to fit within the budget (the Donation amount) and to resolicit bids; or (2) split the difference in the increased costs and award the project to the lowest responsible bidder; or (3) the City will reject all bids and promptly return the Donation to the Brownes.

6. Project administration. The City will be responsible for administering the contract between it and the contractor to whom the project is awarded (the “Contractor”) to completion, pursuant to applicable law and the City’s practice. In any event, the City will ensure that the Contractor commences construction under its contract within a reasonable time of its full execution and that construction is pursued in good faith and with due diligence to completion, to be substantially complete no more than 30 months after the commencement of work thereunder. Notwithstanding the foregoing, if the City and/or the Contractor is unable, in whole or in part, to perform its obligations under the contract between them due to an event beyond the reasonable control of the affected party, including but not limited to natural disasters, weather conditions that prevent or significantly hinder the work, pandemic concerns related to performance of the work, or national or regional conditions that hinder the ability to obtain supplies necessary for the work, the affected party will be excused from its performance, but only to the extent and for the period of time that it is affected by such event. The City will ensure that the Improvements conform to the final plans and specifications approved by the Brownes and the City. The Brownes may not initiate any changes, additions or deletions to the plans and specifications after the City has awarded the contract to the Contractor. The City may initiate changes and additions at its sole expense, with material changes or additions subject to the approval of the Brownes, which approval will not be unreasonably withheld. The City will keep the Brownes timely informed as to the status of installation of the Improvements.

7. Maintenance of the Improvements. Upon completion of the Improvements, as contemplated, the City will release the Brownes from any and all responsibilities, obligations, and/or liabilities in any manner related to Redbud Park and/or the installation, maintenance or use of the Improvements. After such release, the City will maintain Redbud Park and the Improvements in good condition and repair in accordance with the City’s practice to the extent funds from the Donation are then available to do so. However, the City does not guarantee the permanency of the Improvements, and it will not be obligated to replace any the Improvements or any part of them that is stolen, vandalized, deteriorated or damaged unless sufficient funds from the Donation are then available to do so. The City may also remove diseased and dead trees and plant materials in Redbud Park and will not be required to replace trees or plants that die unless sufficient funds from the Donation are then available to do so. In all such cases, if sufficient funds from the Donation are not then available, the City will notify the Brownes of the need for additional funds, and the Brownes may pay those funds in its sole discretion. In any event, the City may remove all or any part of the Improvements for safety concerns.

8. Use of the Improvements. The Brownes acknowledge that they will not have exclusive rights to Redbud Park or to the Improvements. Use of Redbud Park must comply with the applicable provisions of the Nichols Hills City Code, including the Park Use Rules set out in Article II, of Chapter 34, *Parks and Recreation*.

9. Liability regarding Delays. The City will not be liable or responsible to the Brownes nor be deemed to have materially breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the City's reasonable control, including, but not limited to, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, pandemics, strikes, lockouts or other labor disturbances, other acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

10. Miscellaneous Provisions.

10.1 Relationship of the Parties; Third-Party Beneficiaries. This Agreement does not create and will not be construed as creating an agency, partnership, joint venture or employment relationship between the parties. This Agreement is for the benefit only of the parties. No other person is entitled to rely on this Agreement, receive any benefit from it, or enforce any provision of it against any party to it.

10.2 Choice of Law; Jurisdiction and Venue. The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply the laws of another jurisdiction) exclusively apply to this Agreement. Any claim arising directly or indirectly from or relating to this Agreement must be filed and maintained exclusively in a court of competent jurisdiction in the state or federal courts located in Oklahoma County, Oklahoma. The parties submit to that jurisdiction and venue for all purposes.

10.3 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the parties are superseded by this Agreement. This Agreement may not be supplemented or modified except in a written agreement properly approved by the City Council and executed by the parties

10.4 Waiver. The terms of this Agreement may be waived only by a written document executed and delivered by the waiving party to the other party. No course of dealing between the parties, delay in the exercise of any rights under this Agreement, or failure to object to any action or omission constitutes a waiver of any terms of this Agreement. A waiver of any term of this Agreement will not constitute a continuing waiver of that term.

10.5 Severability. If any provision of this Agreement is determined to be to any extent invalid, illegal, or unenforceable, it will be deemed stricken from this Agreement. All other provisions of this Agreement will remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the parties' original intent.

10.6 No Presumption as to Drafter. In the construction and interpretation of this Agreement, the rule that a document is to be construed most strictly against the party who prepared it does not apply because all of the Parties participated in its preparation.

10.7 Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

10.8 Authority. Each party represents and warrants to the other party that: (1) it has full authority and power to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement is fully empowered to do so; and (3) no consent or authorization is necessary from any third party.

[Remainder of page left blank – signature page follows]

Signature Page to Park Adoption Agreement

Robert Browne

Date Executed: _____

Karen Browne

Date Executed: _____

The City of Nichols Hills, Oklahoma

APPROVED by the City of Nichols Hills, Oklahoma this _____ day of _____, 2024.

ATTEST:

City Clerk

Mayor

REVIEWED for form and legality.

City Attorney

Attachment A to Park Adoption Agreement

Depiction of Redbud Park



Attachment B Project Cost Estimate

Prepared by:
HFSD, Inc. 3/29/2023

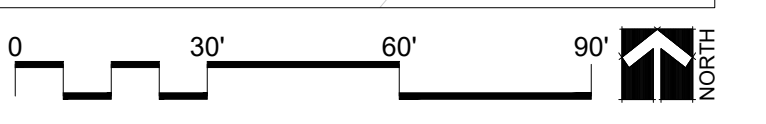
HFSD, Inc.

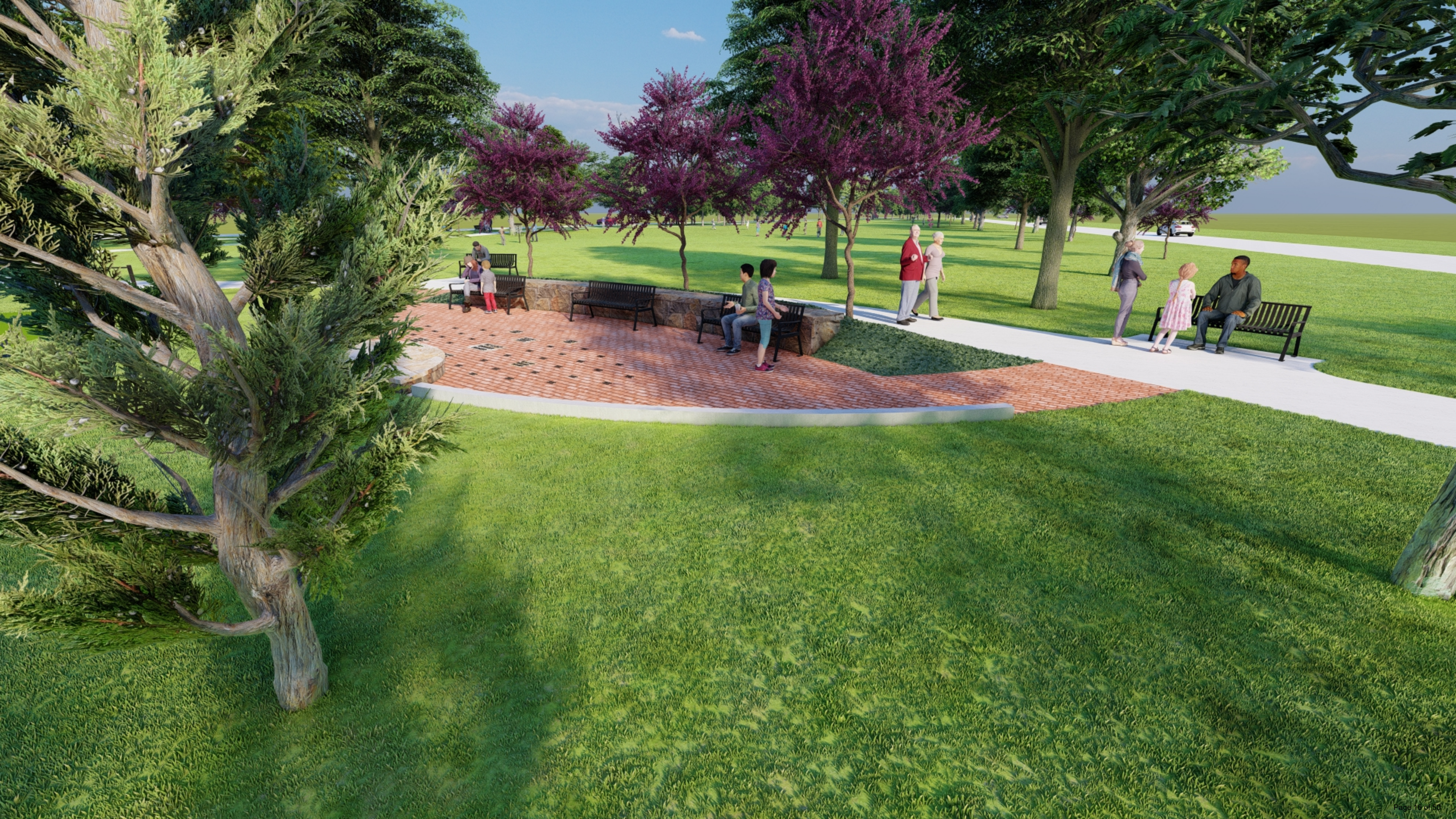
West Grand Improvements @ Sherwood (Browne Garden Area)				
Item	Qty.	Unit	Unit Cost	Total Cost
Enhanced Side Slopes & Water in Basin Option				
1	1	lsum	\$25,000.00	\$ 25,000.00
2	6500	sf	\$6.50	\$ 42,250.00
3	6500	sf	\$40.00	\$ 260,000.00
4	4100	sf	\$3.00	\$ 12,300.00
5	1000	ea	\$25.00	\$ 25,000.00
6	3450	lf	\$10.00	\$ 34,500.00
7	5,000	sf	\$6.00	\$ 30,000.00
8	460	cy	\$30.00	\$ 13,800.00
9	1	ls	\$3,000.00	\$ 3,000.00
10	1	ls	\$100,000.00	\$ 100,000.00
11	1	ls	\$15,000.00	\$ 15,000.00
12	1	ls	\$25,000.00	\$ 25,000.00
13	1	ls	\$15,000.00	\$ 15,000.00
14	7,500	sf	\$1.00	\$ 7,500.00
15	12	ea	\$5,000.00	\$ 60,000.00
16	4	ea	\$4,000.00	\$ 16,000.00
17	1	ls	\$6,000.00	\$ 6,000.00
18	1	lsum	\$120,000.00	\$ 120,000.00
19			Sub-Total	\$ 810,350.00
20	5		\$10,000.00	\$ 50,000.00
21				\$ 81,035.00
22				\$ 113,449.00
23				\$ 121,552.50
24				\$ 74,957.38
25			TOTAL	\$ 1,251,343.88



REDBUD PARK AND WEST GRAND BOULEVARD TRAIL EXTENSION - MASTER PLAN

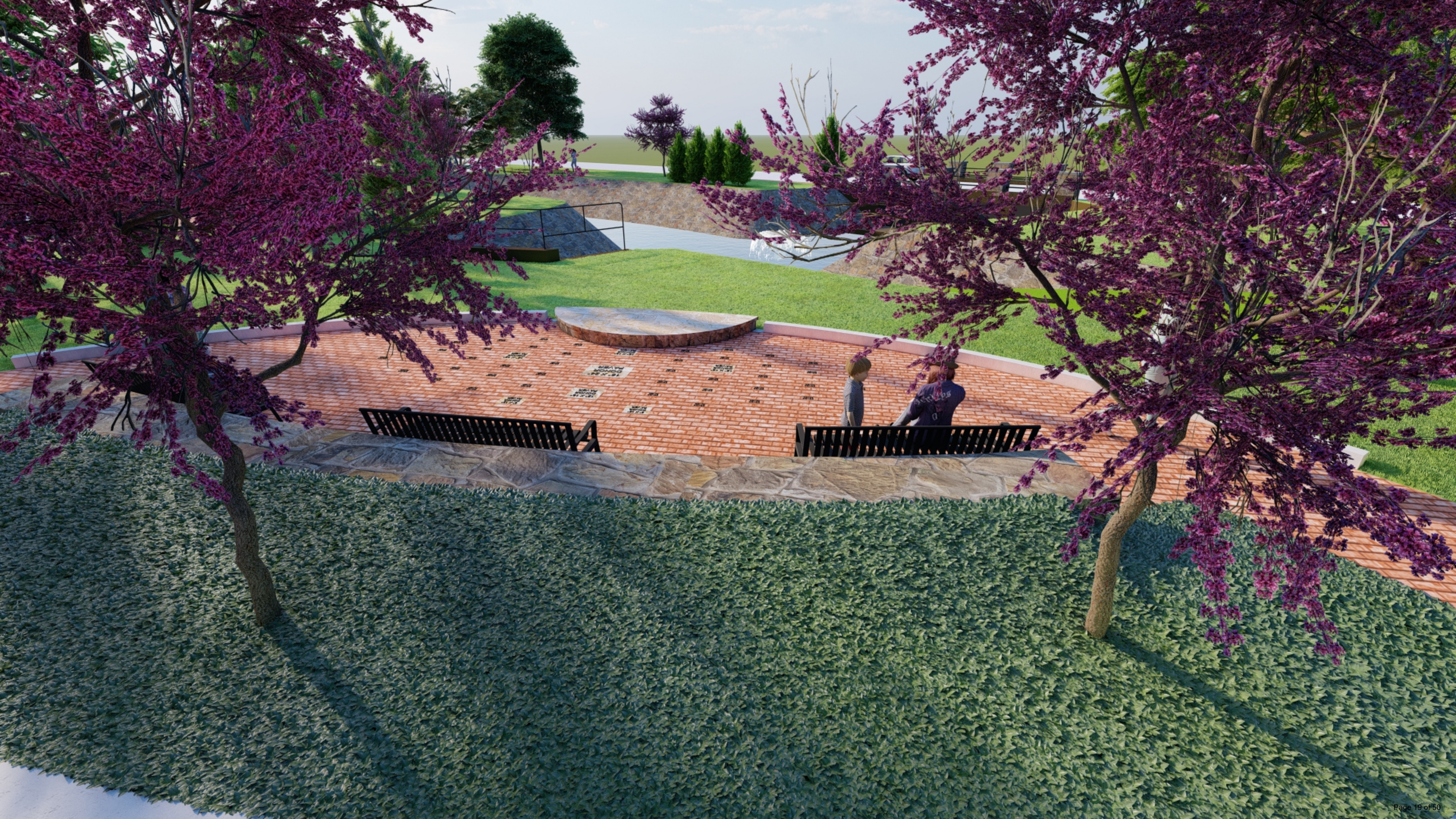
12/4/2024















16" X 24"
DONOR
PAVER

12" X 12"
DONOR
PAVER

12" X 12"
DONOR
PAVER

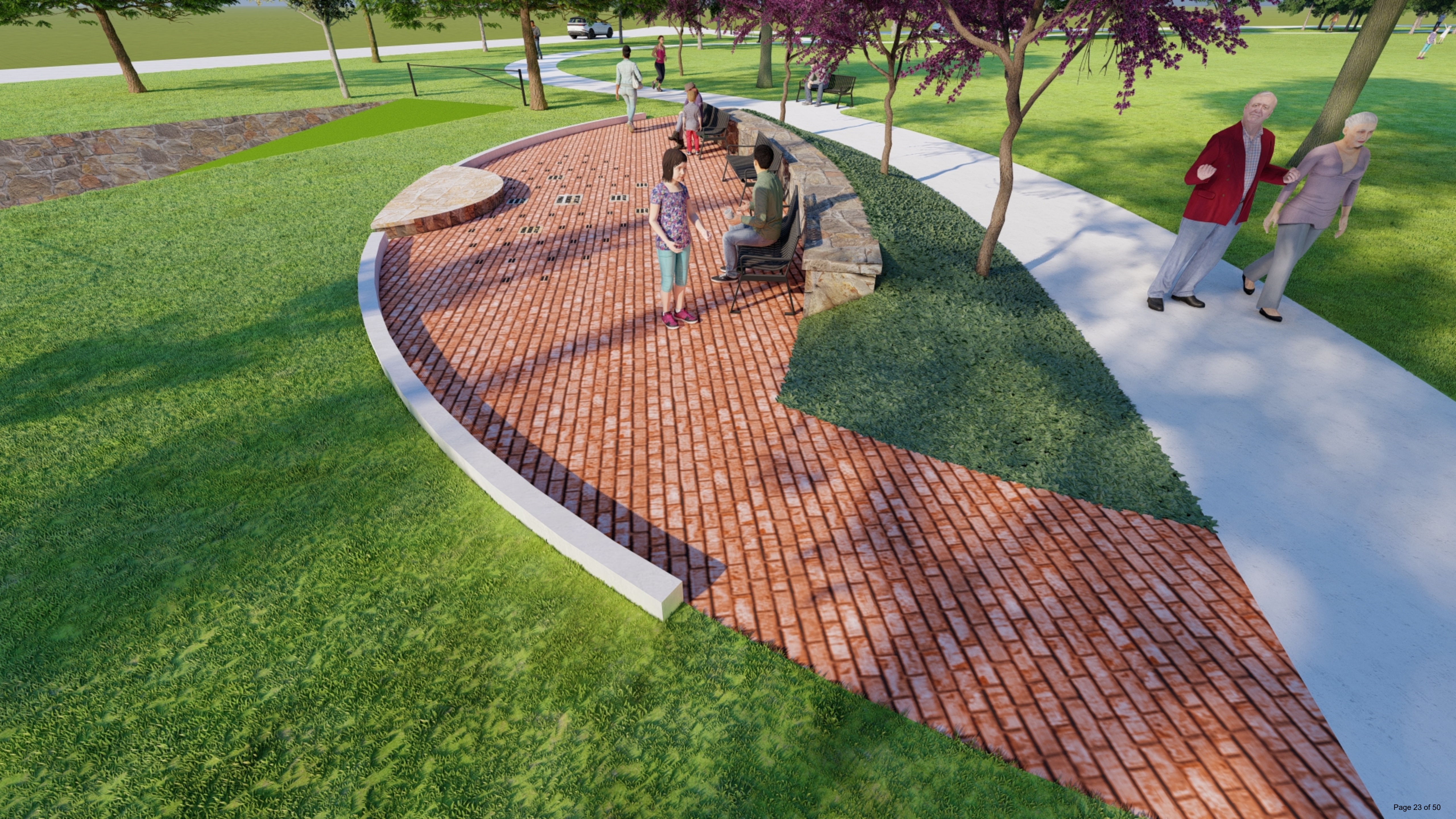
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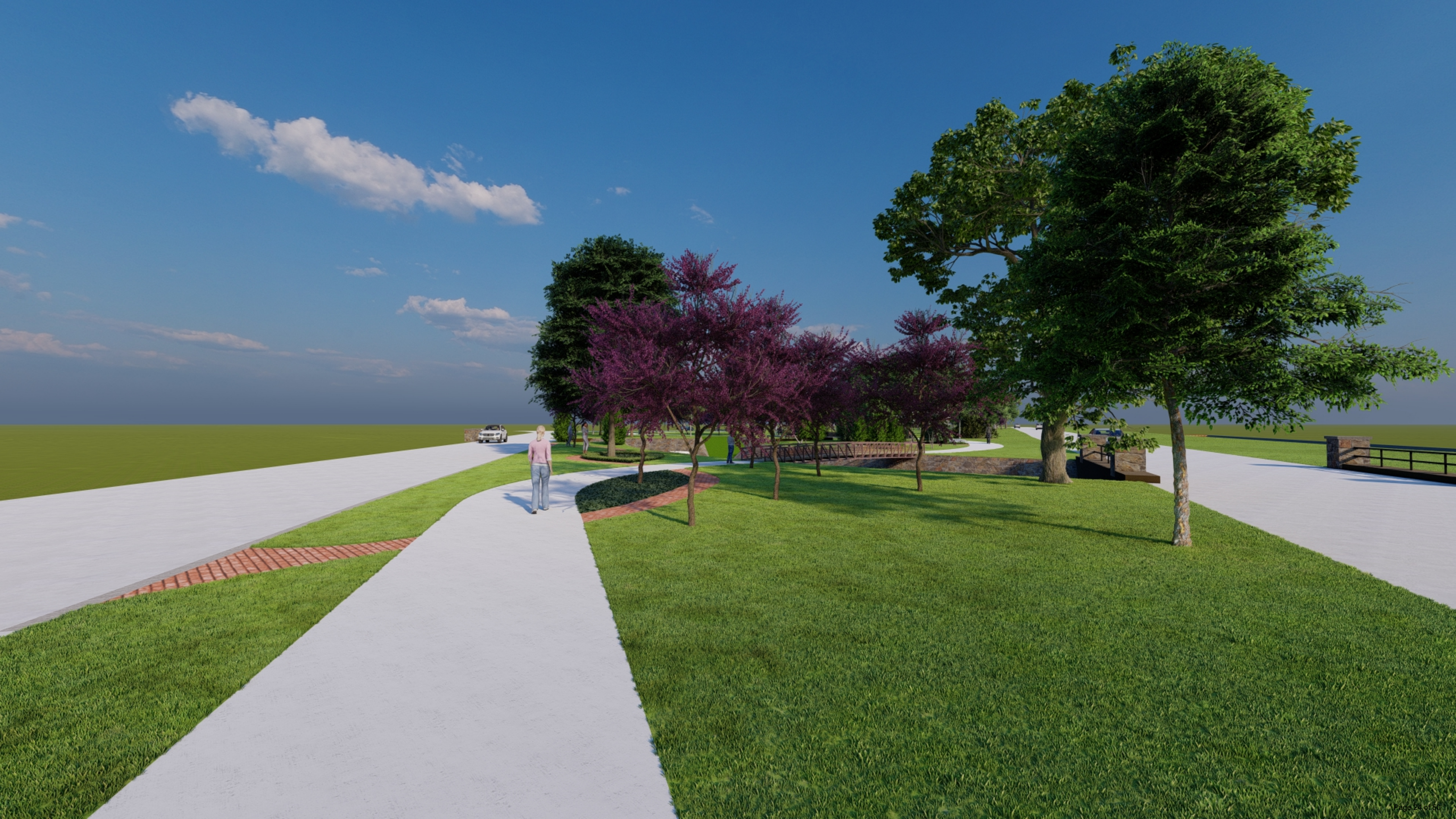
16" X 16"
DONOR
PAVER

8" X 16"
DONOR
PAVER

8" X 16"
DONOR
PAVER



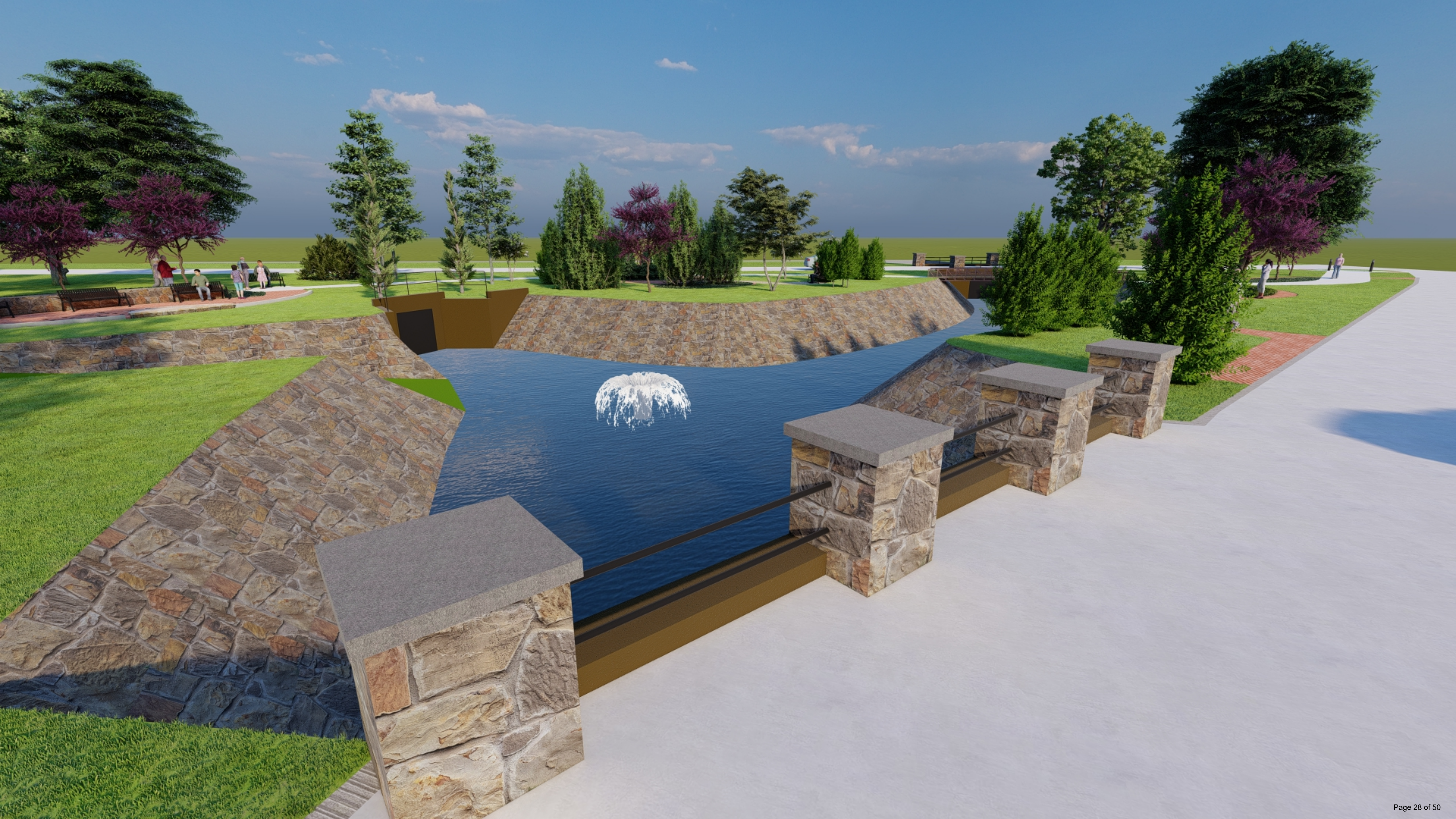


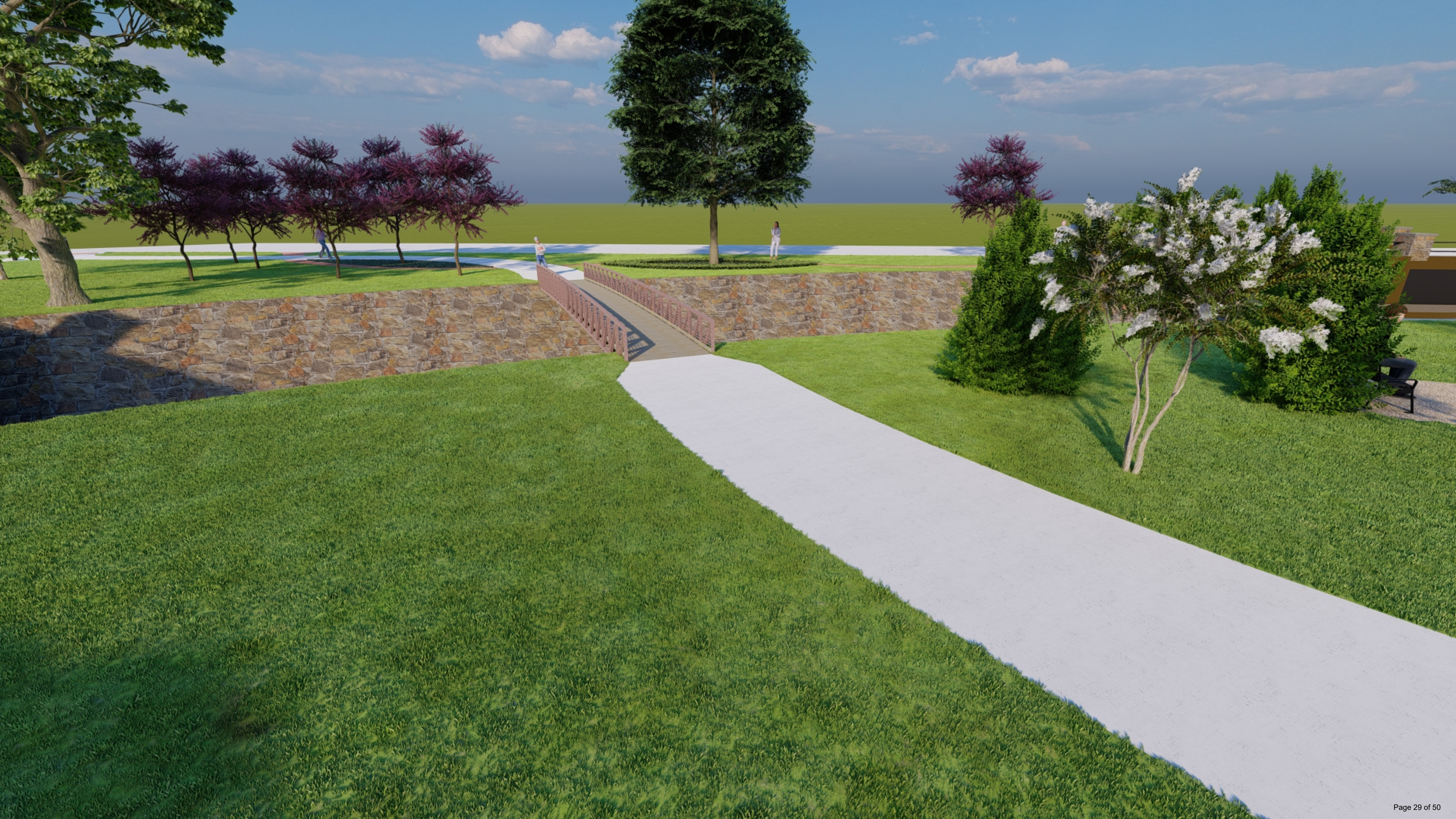


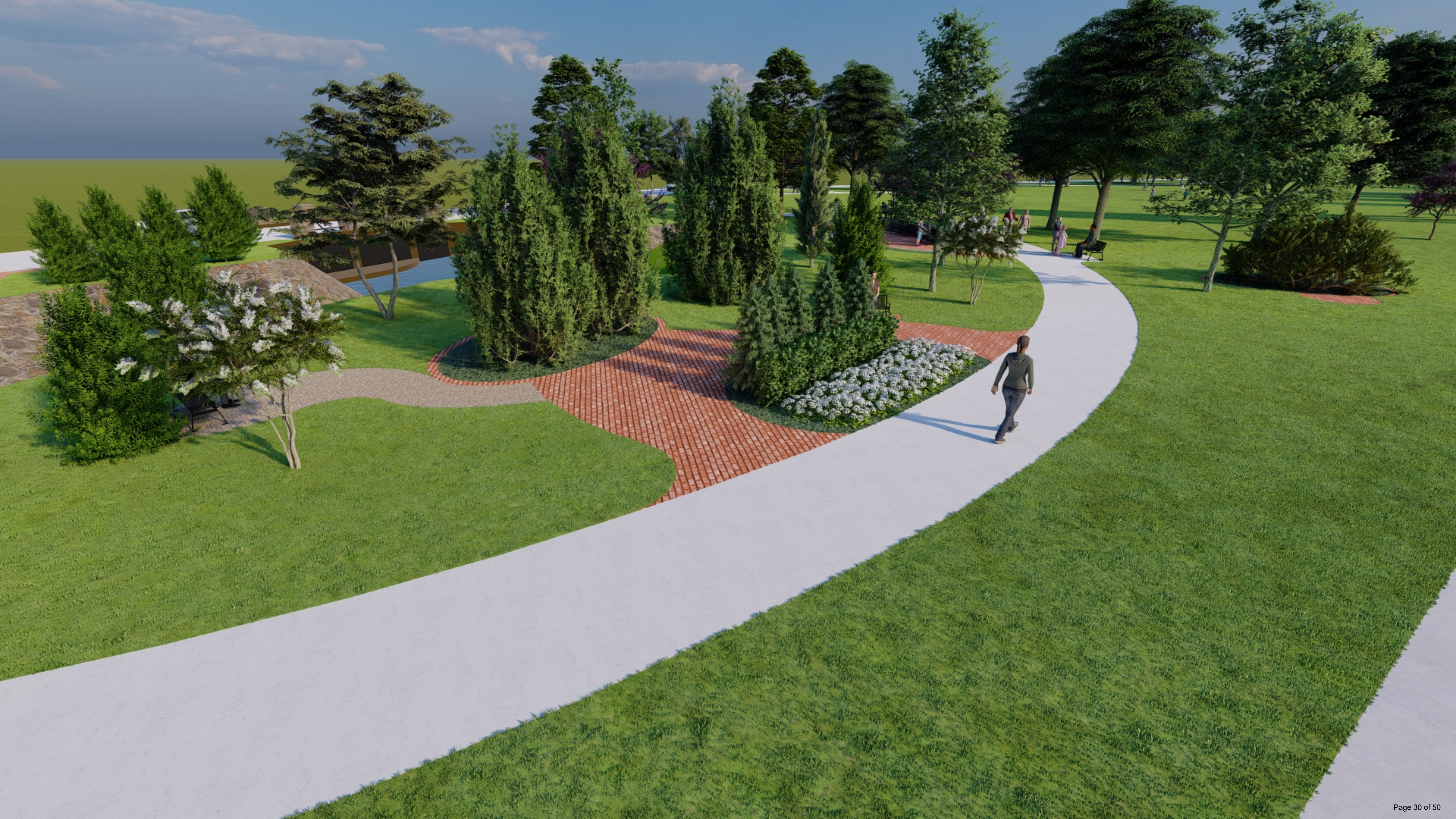


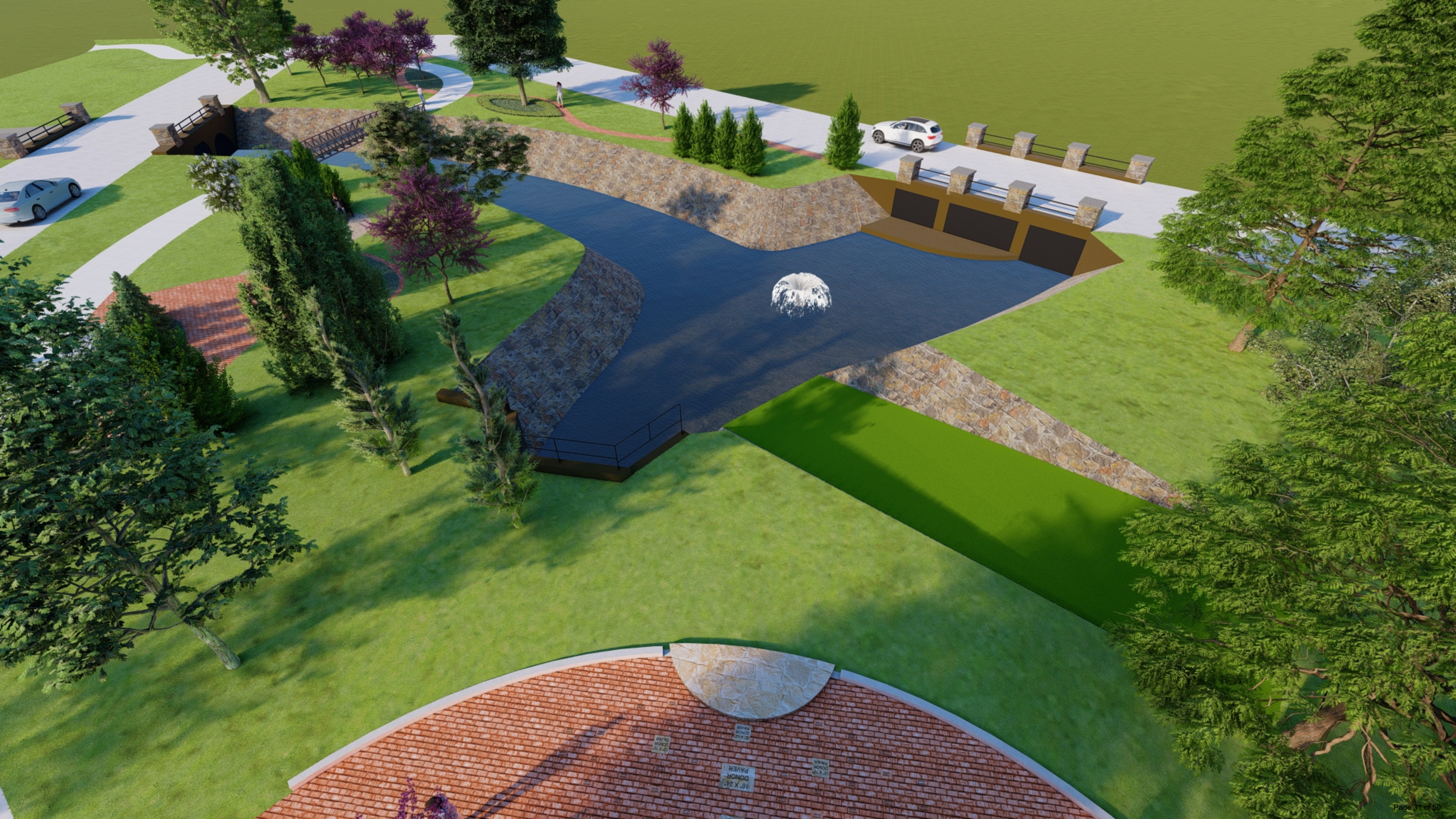


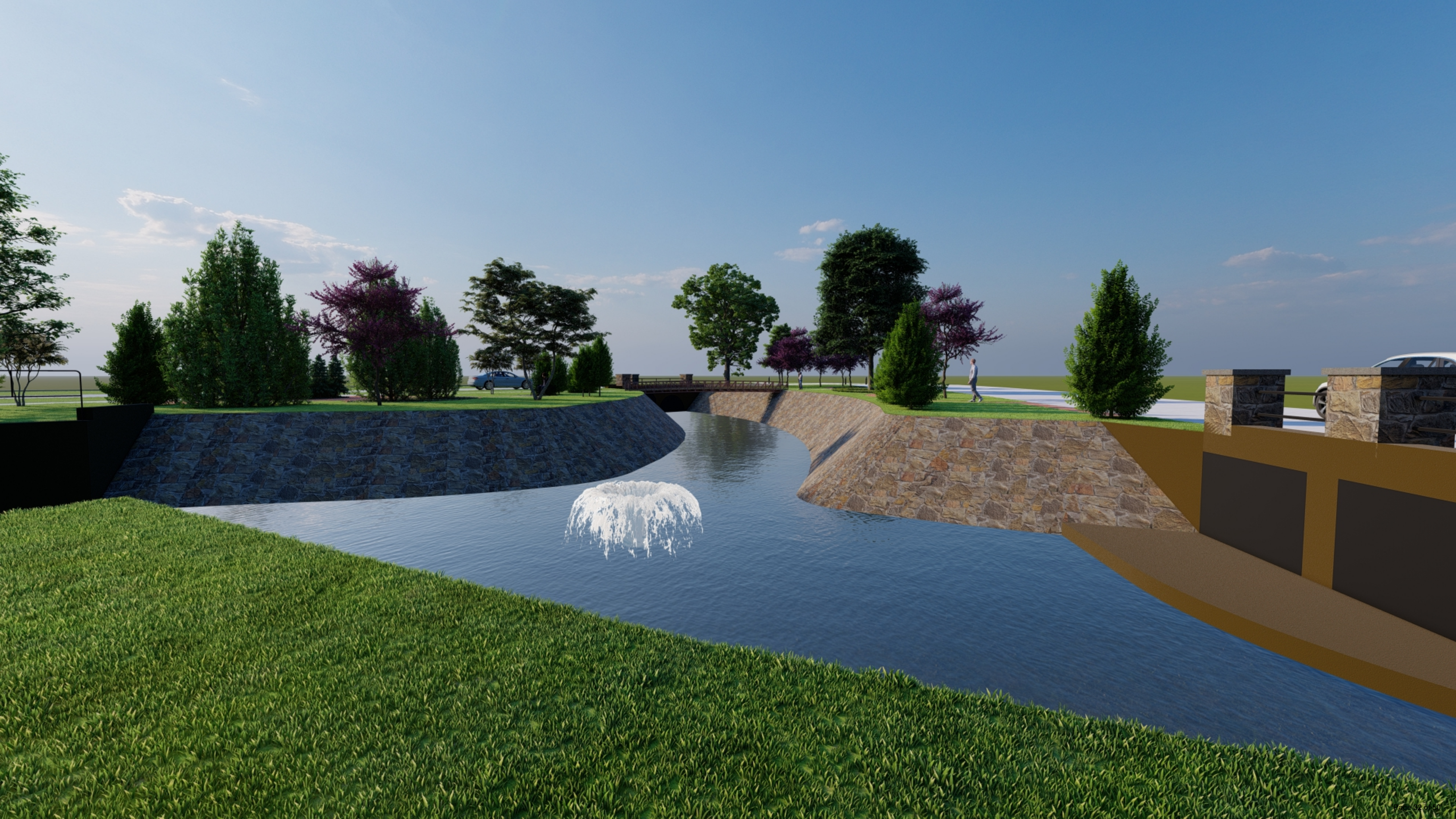
















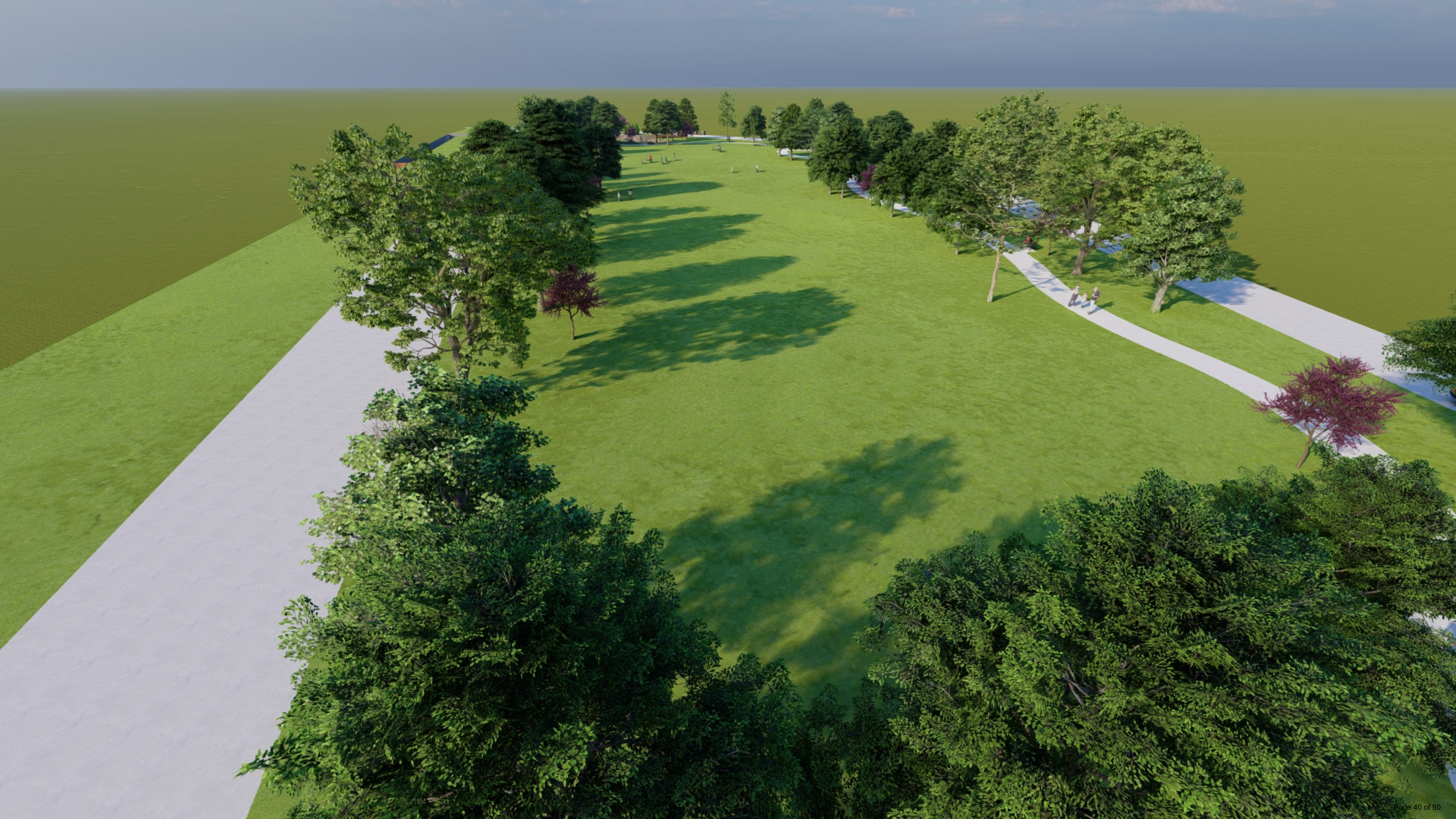


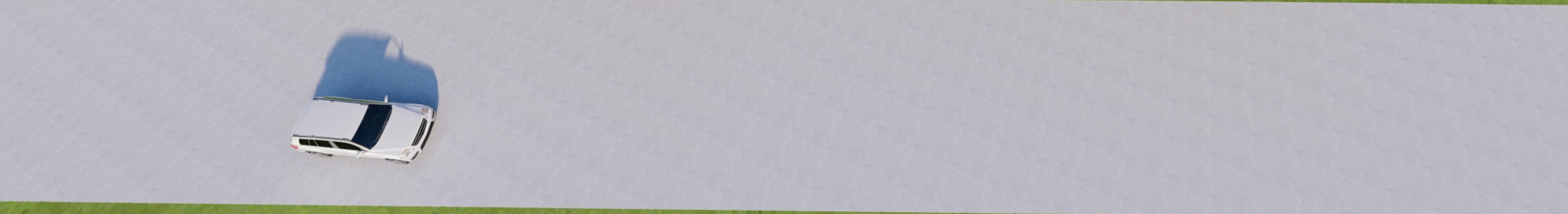
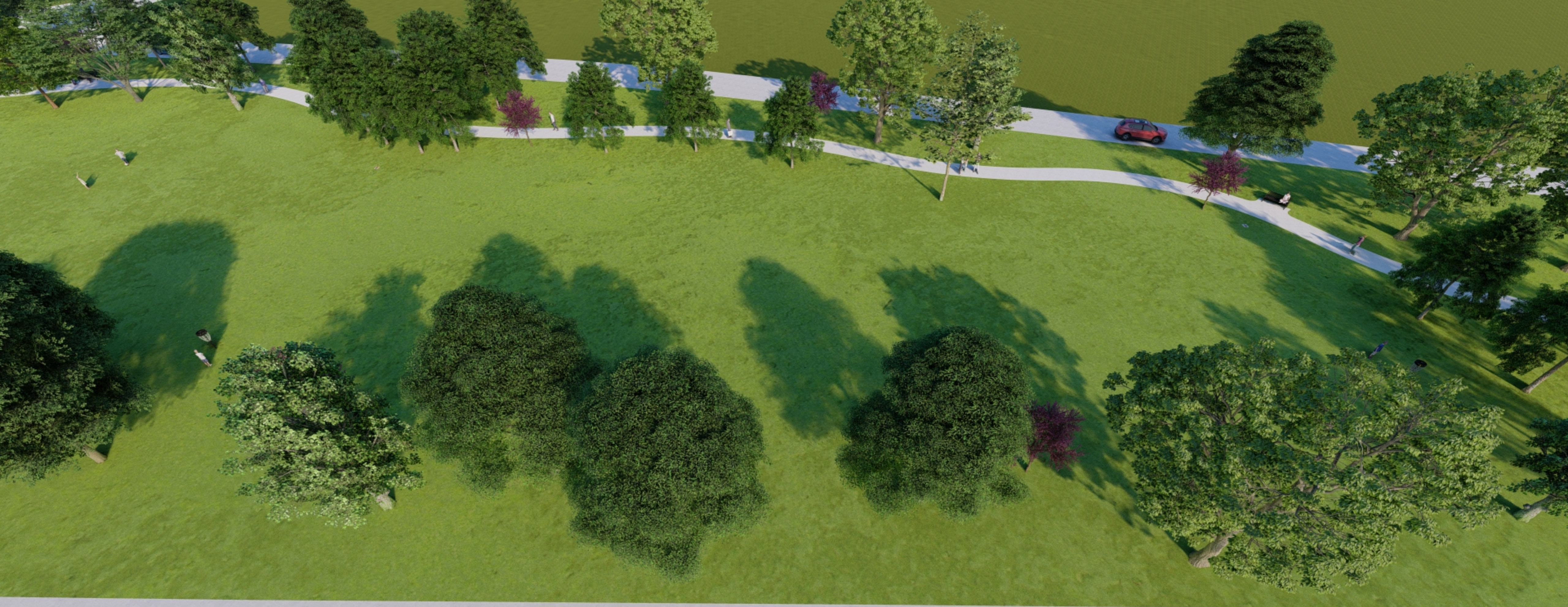


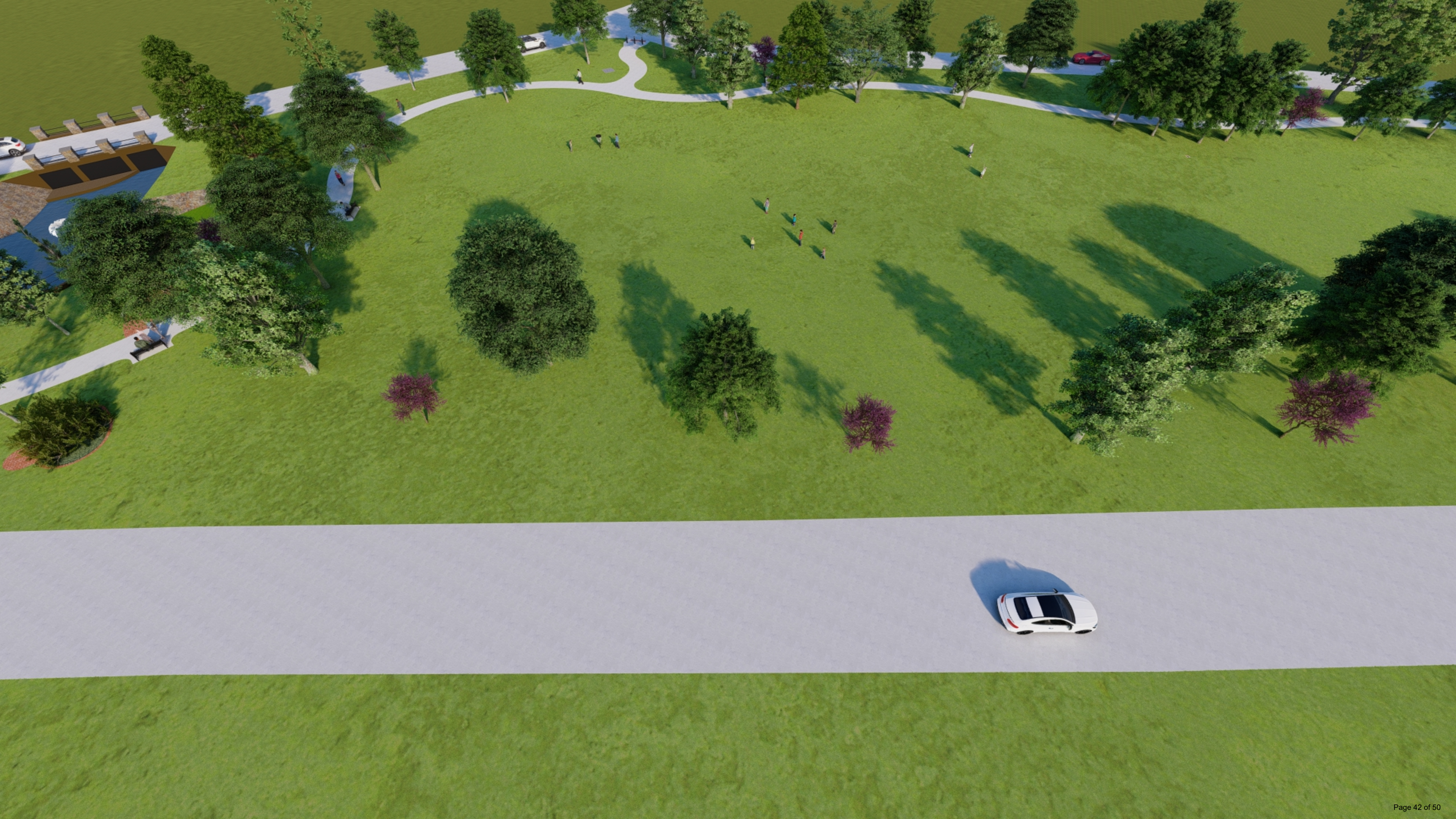


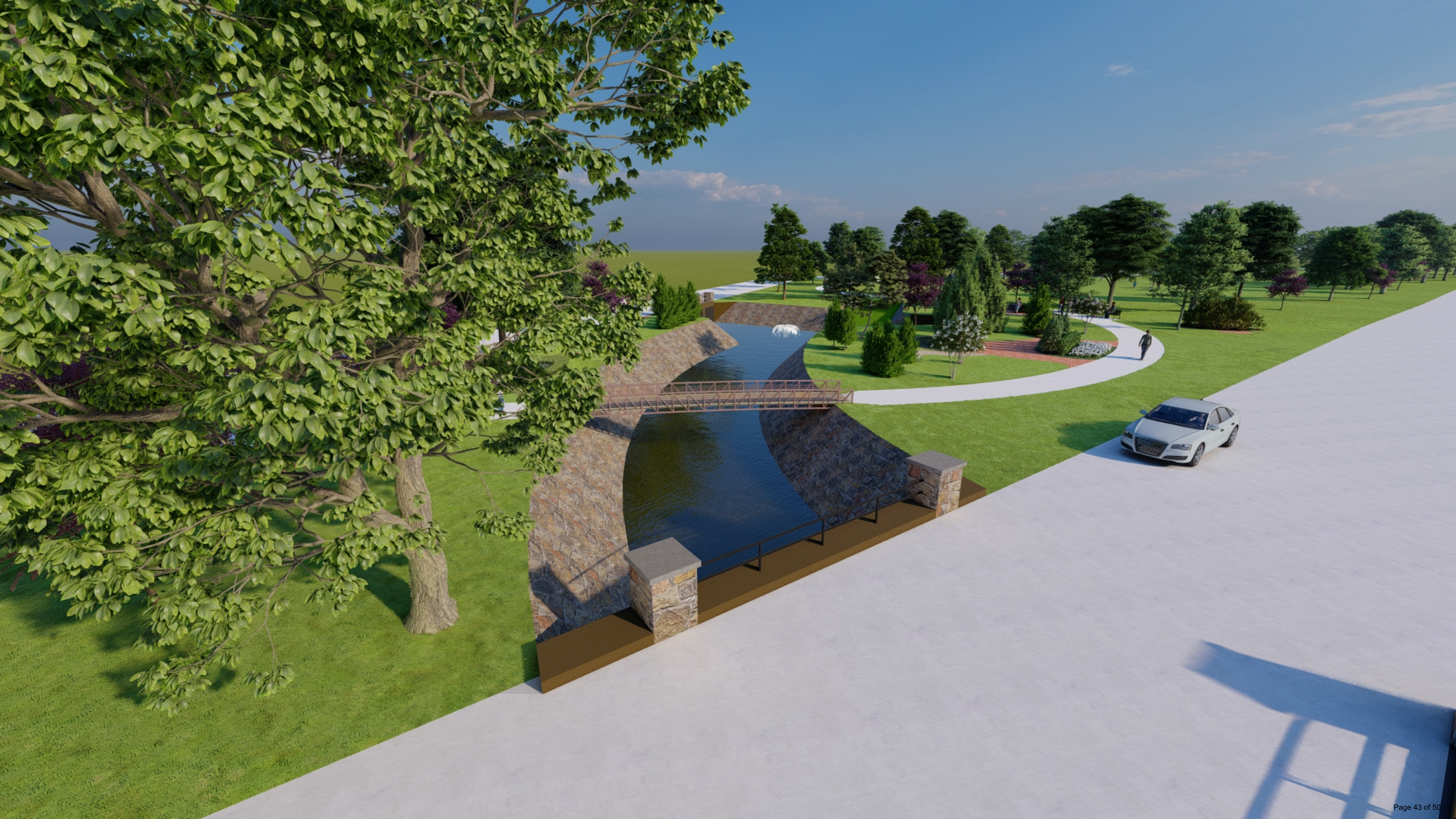


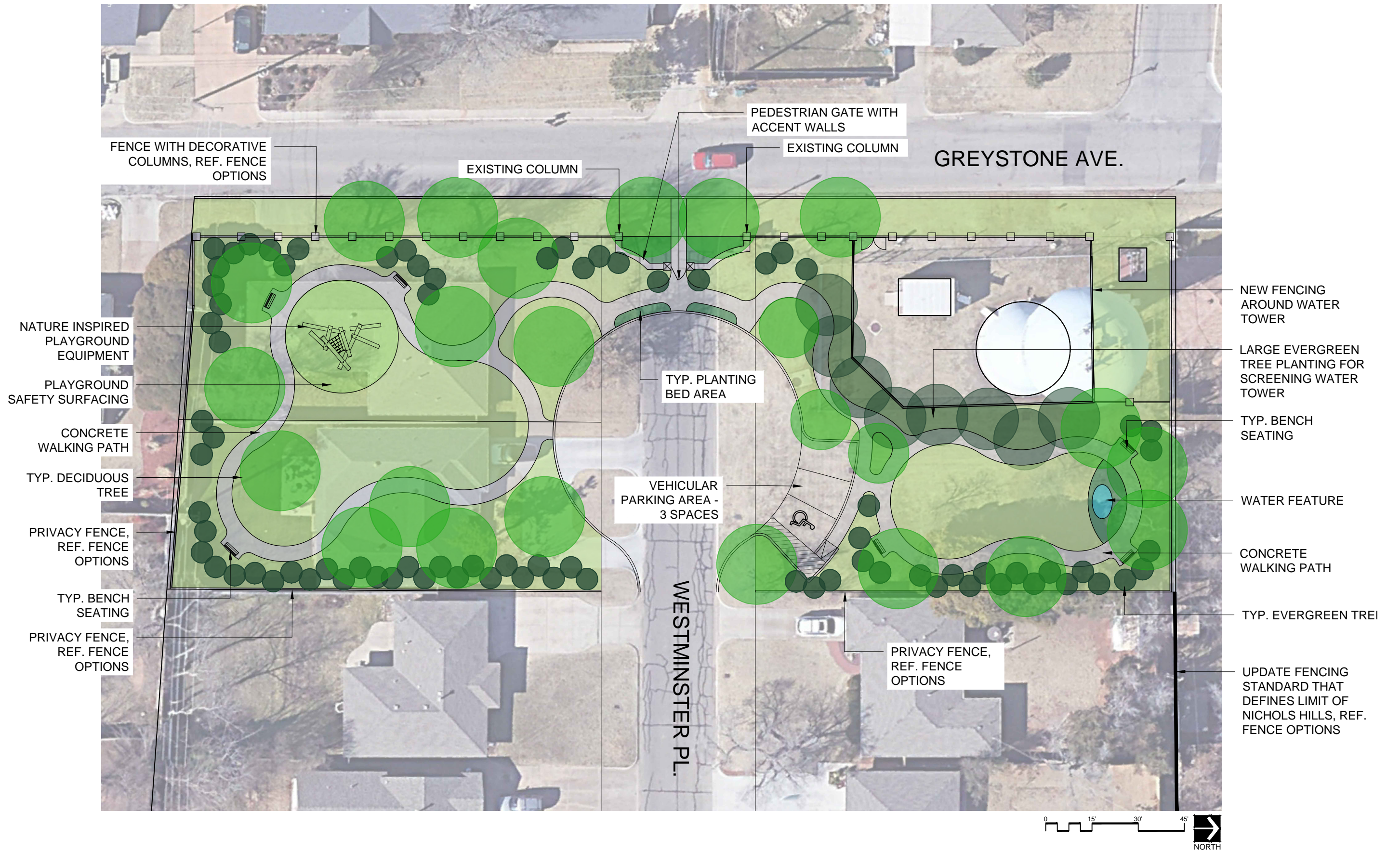










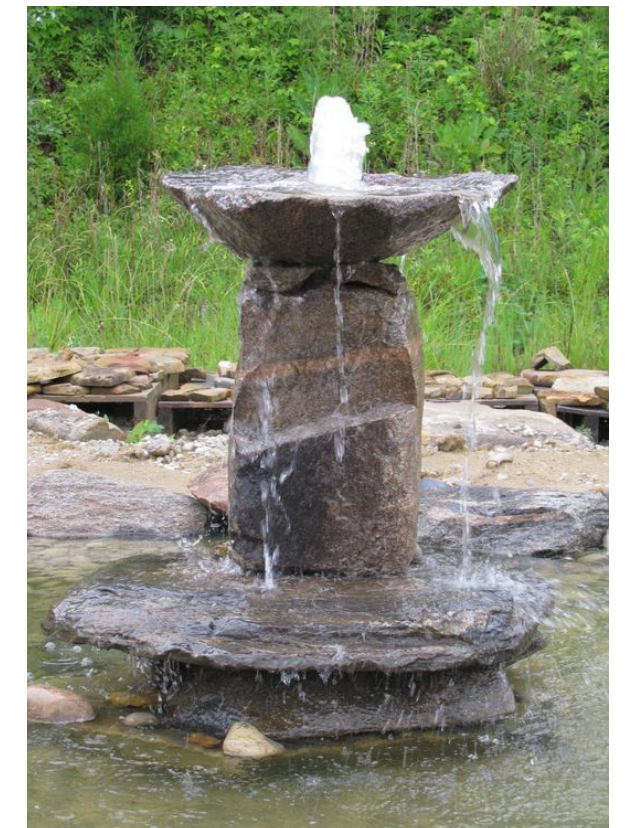
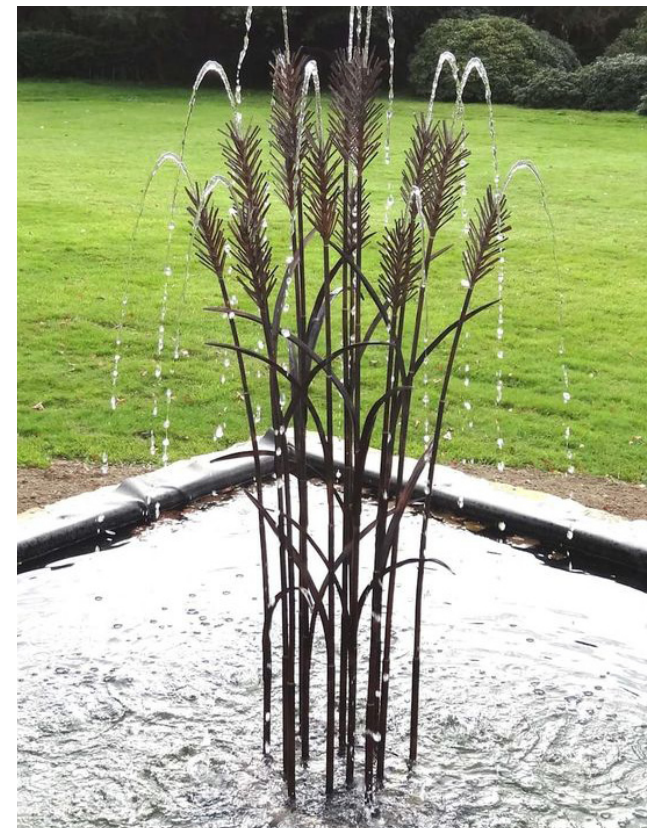


WESTMINSTER PARK - PRELIMINARY CONCEPT

SITE PLAN

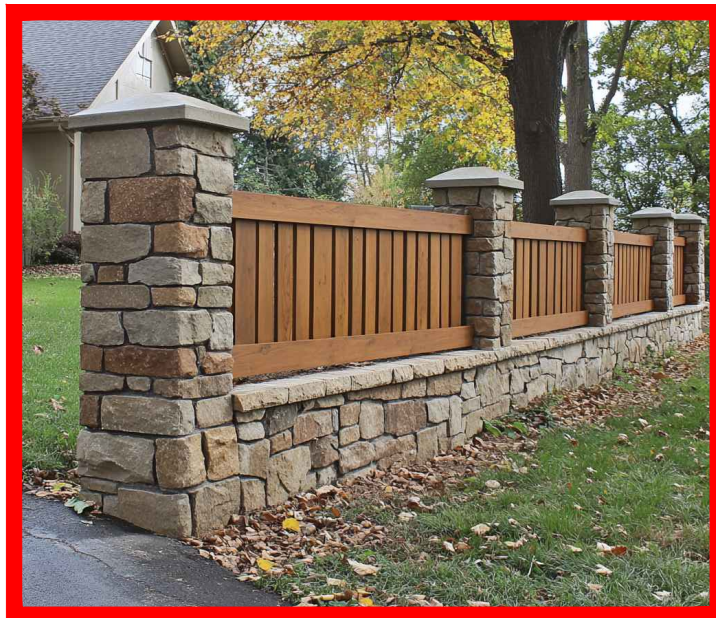








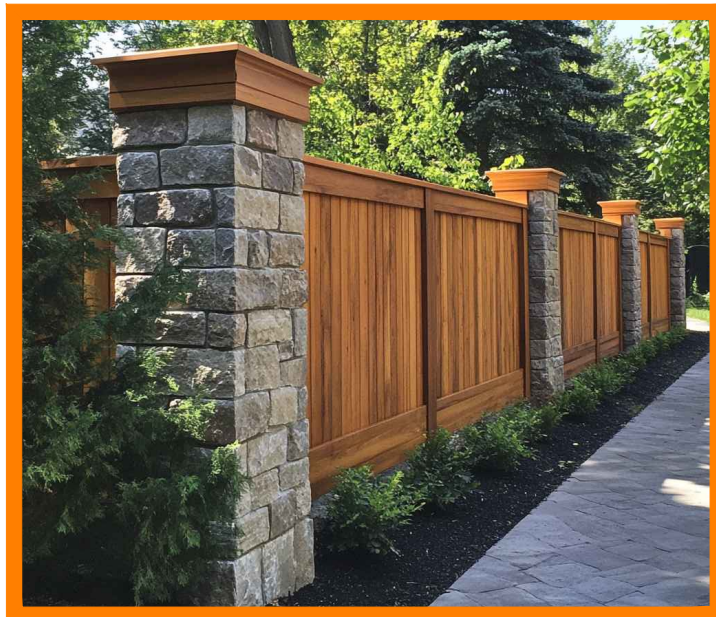
FENCE 1A
 DESCRIPTION: 8' TALL MASONRY STONE WALL WITH ACCENT COLUMNS. STONE COLOR TO MATCH EXISTING



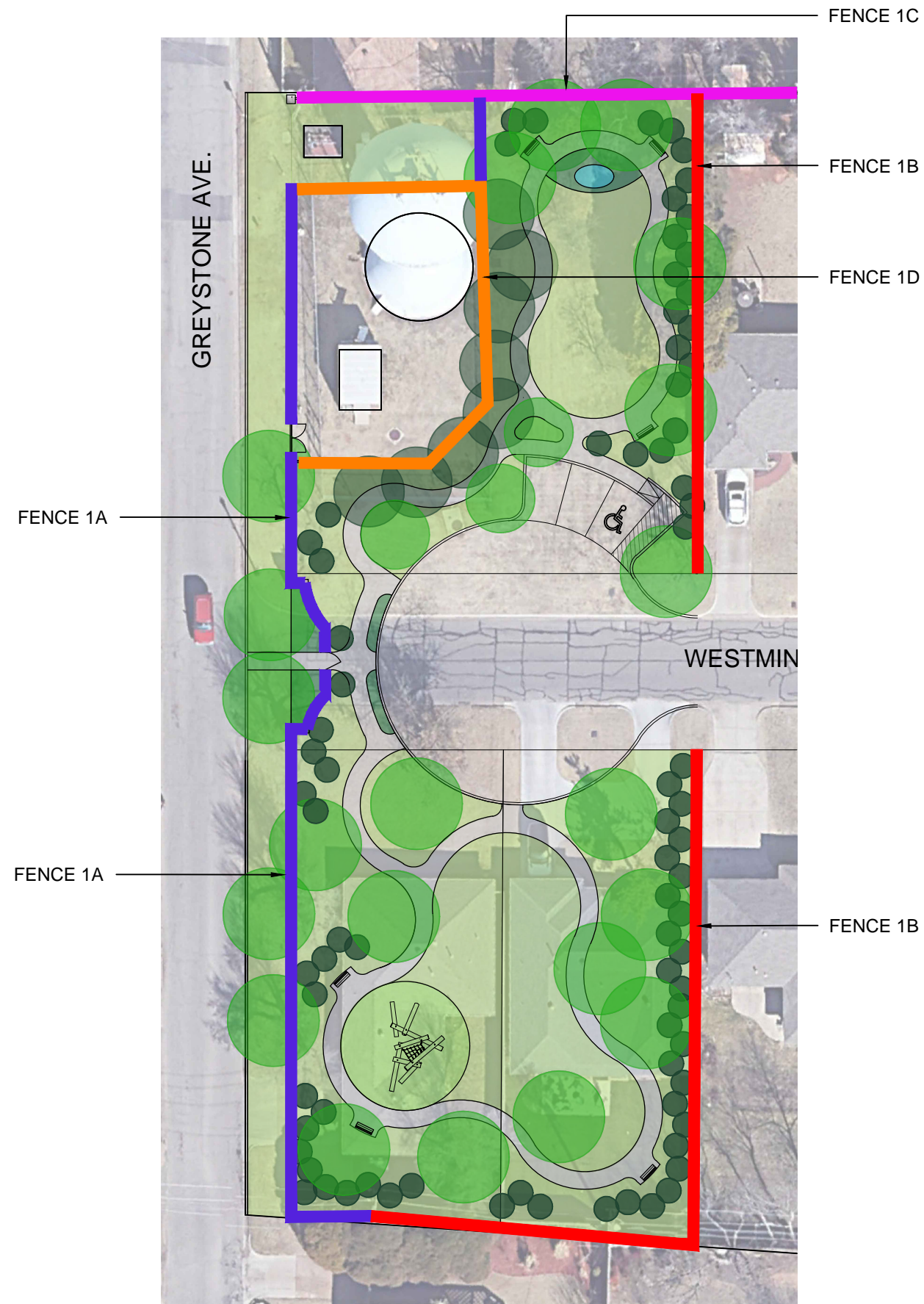
FENCE 1B
 DESCRIPTION: 2' TALL MASONRY STONE PONY WALL 6' CEDAR FENCE ON TOP WITH ACCENT COLUMNS



FENCE 1C
 DESCRIPTION: 8' TALL MODULAR PRECAST STONE WALL COLOR MATCHED TO EXISTING STONE



FENCE 1D
 DESCRIPTION: 8' TALL CEDAR FENCE WITH TOP RAIL AND STONE ACCENT COLUMNS



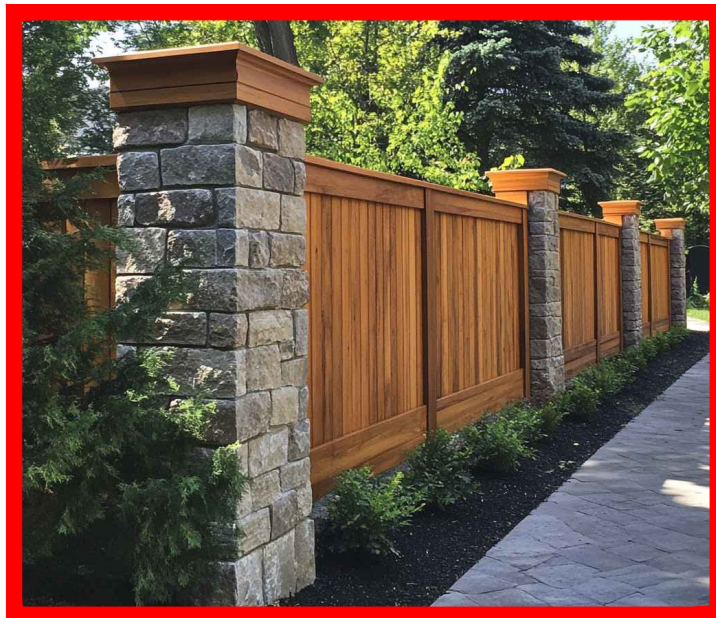
FENCE LEGEND

WESTMINSTER PARK - PRELIMINARY CONCEPT

FENCING OPTION 1



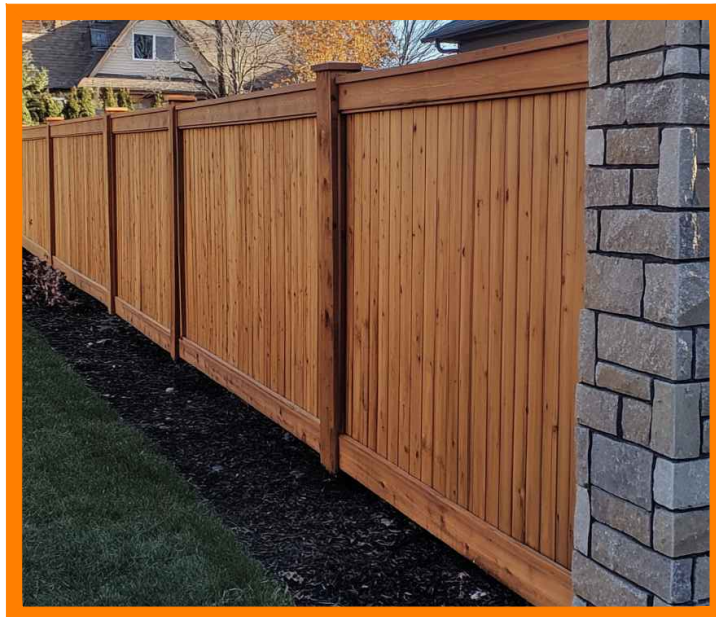
FENCE 2A
 DESCRIPTION: 2' TALL MASONRY STONE PONY WALL 6' WROUGHT IRON FENCE ON TOP WITH ACCENT COLUMNS



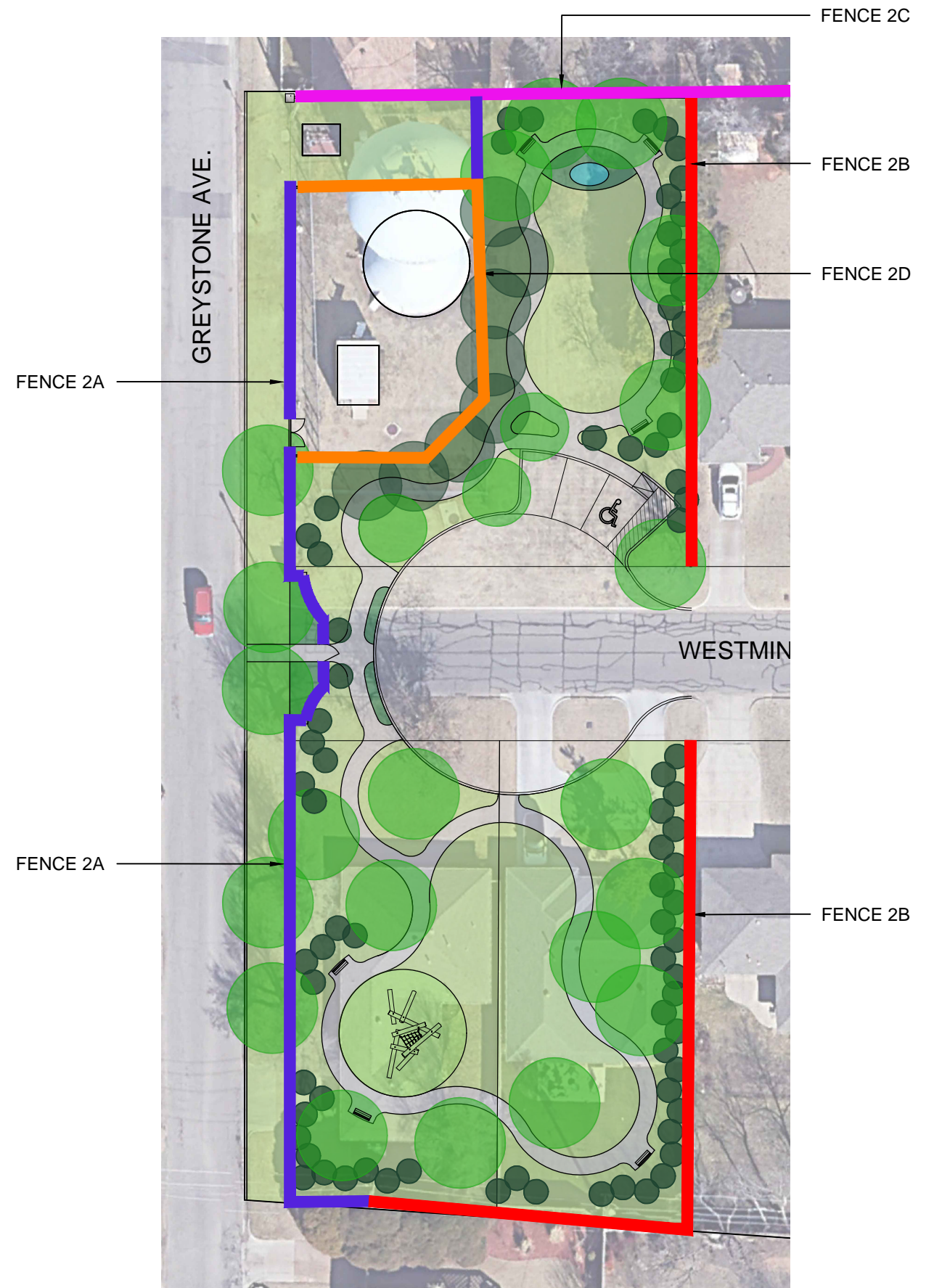
FENCE 2B
 DESCRIPTION: 8' TALL CEDAR FENCE WITH MASONRY STONE ACCENT COLUMNS



FENCE 2C
 DESCRIPTION: 8' TALL MODULAR PRECAST STONE WALL COLOR MATCHED TO EXISTING STONE



FENCE 2D
 DESCRIPTION: 8' TALL CEDAR FENCE WITH STONE COLUMNS AT CORNERS ONLY



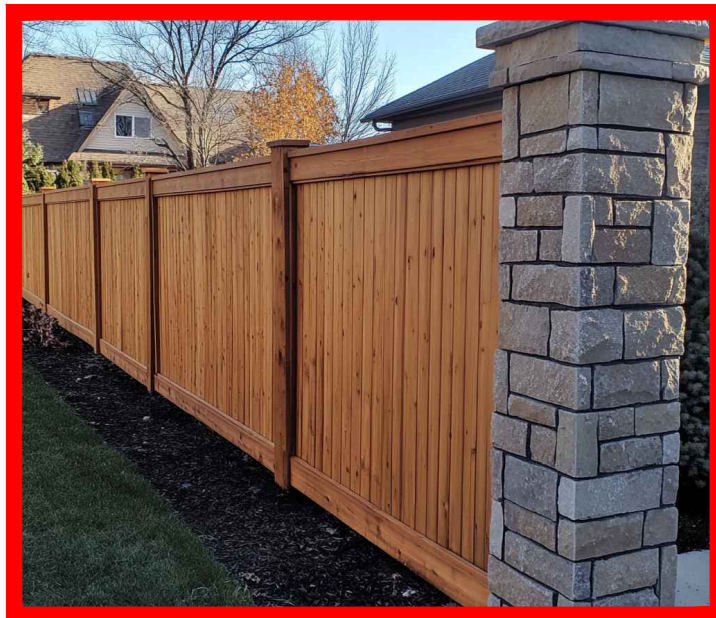
FENCE LEGEND

WESTMINSTER PARK - PRELIMINARY CONCEPT

FENCING OPTION 2



FENCE 3A
 DESCRIPTION: 8' WROUGHT IRON FENCE WITH ACCENT COLUMNS. STONE COLOR TO MATCH EXISTING



FENCE 3B
 DESCRIPTION: 8' TALL CEDAR FENCE WITH MASONRY STONE ACCENT COLUMNS AT CORNERS ONLY



FENCE 3C
 DESCRIPTION: 8' TALL MODULAR PRECAST STONE WALL COLOR MATCHED TO EXISTING STONE



FENCE 3D
 DESCRIPTION: 8' TALL CEDAR FENCE WITH TOP RAIL



FENCE LEGEND

WESTMINSTER PARK - PRELIMINARY CONCEPT

FENCING OPTION 3