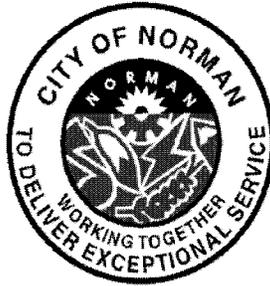


City of Norman, OK

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



Meeting Agenda

Tuesday, October 8, 2013

6:30 PM

Municipal Building Council Chambers

City Council

*Mayor Cindy Rosenthal
Council Member Greg Heiple
Council Member Tom Kovach
Council Member Robert Castleberry
Council Member Greg Jungman
Council Member Lynne Miller
Council Member Jim Griffith
Council Member Stephen Holman
Council Member Chad Williams*

1 Roll Call

2 Pledge of Allegiance

Minutes

3 GID-1314-39 CONSIDERATION OF THE MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 20, 2013
CITY COUNCIL CONFERENCE MINUTES OF AUGUST 27, 2013
PUBLIC MEETING MINUTES OF SEPTEMBER 3, 2013
CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 10, 2013
CITY COUNCIL STUDY SESSION MINUTES OF SEPTEMBER 17, 2013
CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 24, 2013
CITY COUNCIL MINUTES OF SEPTEMBER 24, 2013
NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 24, 2013
NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 24, 2013
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF SEPTEMBER 24,
2013

Attachments: Text File Minutes

August 20 Special Session Minutes

August 27 Conference Minutes

September 3 Public Meeting Minutes

September 10 Conference Minutes

September 17 Study Session Minutes

September 24 Conference Minutes

September 24 CC Minutes

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or reject the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: _____

Award

4 GID-1314-37 PRESENTATION OF THE MAYOR'S CITIZENSHIP AWARDS TO STUDENTS FROM ROOSEVELT ELEMENTARY SCHOOL.

Attachments: Text File Citizenship Awards

ACTION NEEDED: Allow the Mayor to present Citizenship Awards to students from Roosevelt Elementary School.

ACTION TAKEN: _____

5 Consent Docket*Consent Docket*

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 6 through Item 23 be placed on the consent docket.

ACTION NEEDED: Motion to place Item _____ through Item _____ on the Consent Docket by unanimous vote.

ACTION TAKEN: _____

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or acknowledge all items on the Consent Docket subject to any conditions included in the individual action needed by item.

ACTION TAKEN: _____

Ordinance**6 O-1314-10**

CONSIDERATION OF ORDINANCE NO. O-1314-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A UTILITY EASEMENT LOCATED IN LOT 4, BLOCK 4, RED CANYON RANCH SECTION 3, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1314-10 First Reading O-1314-

10

Location Map

Memo Lot 4 Block 4 Red Canyon

Petition to close Red Canyon Ranch

Radius Map Red Canyon

Staff Report

9-12-13 PC Minutes - O-1314-10

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-10 upon First Reading by title.

ACTION TAKEN: _____

7 O-1314-11 CONSIDERATION OF ORDINANCE NO. O-1314-11 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING THAT PART OF FARMER STREET LYING BETWEEN JENKINS AVENUE AND LINCOLN AVENUE LOCATED IN HARDIE-RUCKER ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1314-11 First Reading

O-1314-11

Location Map

Clerk Memo Farmer Street

Petition to Close Farmer Street

ATT letter Farmer

Memo from Utilities Farmer

OGE Letter Farmer

Site Plan

Staff Report

9-12-13 PC Minutes - O-1314-11

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-11 upon First Reading by title.

ACTION TAKEN: _____

- 8 O-1314-12 CONSIDERATION OF ORDINANCE NO. O-1314-12 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 25 OF TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT AND REMOVE THE SAME FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 WEST MAIN STREET)

Attachments: Text File O-1314-12 First Reading O-1314-

12

Location Map

Staff Report

PUD Narrative

Site Plan Rose Rock

Rose Rock Photographs

History of the House

Protest-Support Map - 9/11/13

Protest Letters

Letters of Support Rose Rock

9-12-13 PC Minutes - O-1314-12

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-12 upon First Reading by title.

ACTION TAKEN: _____

- 9 O-1314-13 CONSIDERATION OF ORDINANCE NO. O-1314-13 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO ALLOW CREMATORIALS IN CONJUNCTION WITH A FUNERAL PARLOR OR MORTUARY, WHETHER A PERMITTED OR SPECIAL USE IN THE DISTRICT, WITH CONDITIONS IN THE OFFICE-INSTITUTIONAL (O-1), SUBURBAN OFFICE COMMERCIAL (CO), LOCAL COMMERCIAL (C-1), GENERAL COMMERCIAL (C-2), INTENSIVE COMMERCIAL (C-3), AND LIGHT INDUSTRIAL (I-1) ZONING DISTRICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1314-13 First Reading

Exhibit A - Survey on Crematoriums

O-1314-13 Clean

O-1314-13 Annotated

Staff Report

9-12-13 PC Minutes - O-1314-13

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-13 upon First Reading by title.

ACTION TAKEN: _____

Appointment

- 10** AP-1314-9 CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:
- NORMAN ELECTION COMMISSION
 TERM: 09-01-13 TO 09-01-16: ROBIN ALLEN, #6 BINGHAM PLACE
 TERM: 09-01-13 TO 09-01-16: ELIZABETH WINDES, 1862 ROLLING HILLS STREET
- SOCIAL AND VOLUNTARY SERVICES COMMISSION
 TERM: 10-08-03 TO 12-09-13: KAY ANTINORO, 613 SHERWOOD DRIVE
 TERM: 10-08-03 TO 12-09-14: ANDREA DIXON, 1917 EMBERWOOD DRIVE
- Attachments:** Text File Appointments
- ACTION NEEDED: Motion to confirm or reject the appointments.*
- ACTION TAKEN: _____*
- 11** K-1314-6 CONSIDERATION OF BID NO. 1314-6, CONTRACT NO. K-1314-6 WITH CENTRAL CONTRACTING SERVICES, INC. IN THE AMOUNT OF \$296,457; PERFORMANCE BOND NO. B-1314-4, STATUTORY BOND NO. B-1314-5, MAINTENANCE BOND NO. MB-1314-2, AND RESOLUTION NO. R-1314-5 FOR THE FRANKLIN ROAD BRIDGE WATER LINE AND WASTEWATER FORCE MAIN RELOCATION PROJECT AND BUDGET APPROPRIATION.
- Attachments:** Text File K-1314-6
 Franklin Road FM and WL Bid Tab
 K-1314-6.pdf
 Franklin Rd Bridge Location Map.pdf R-1314-
 5
 PR Central
- ACTION NEEDED: Acting as the City Council and Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$296,457 to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-1314-6 and the performance, statutory, and maintenance bonds; authorize execution of the contract and bonds; direct the filing of the bonds; adopt Resolution No. R-1314-5; and appropriate \$44,800 from Project No. WA0188, SE Oklahoma Raw Water Preliminary Report, Design (031-9356-462.62-01) to Project No. WA0198, Franklin Road Bridge Waterline and Wastewater Force Main Relocation Project, Utilities (031-9727-462.67-01).*
- ACTION TAKEN: _____*

- 12** K-1314-41 CONSIDERATION OF BID NO. 1314-14, APPROVAL OF CONTRACT K-1314-41 WITH SCOTT RICE IN THE AMOUNT OF \$366,013.70 AND CHANGE ORDER NUMBER ONE DECREASING THE CONTRACT AMOUNT BY \$74,734.39 FOR A REVISED CONTRACT AMOUNT OF \$291,788.81, AND ADOPTION OF PROJECT AGENT RESOLUTION R-1314-22 FOR THE NORMAN PUBLIC LIBRARY FLOORING REPLACEMENT PROJECT, AND BUDGET APPROPRIATION.

Attachments: Text File Scott Rice

Bid Record

K-1314-41

Change Order No. One to K-1314-41

R-1314-22

PR Scott Rice

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to Scott Rice as the lowest and best bidder meeting specifications; approve Contract No. K-1314-41 in the amount \$366,013.70 and Change Order No. One decreasing the contract amount by \$74,734.89 for a revised contract amount of \$291,788.81; authorize execution of the contract and change order; authorize the Mayor to sign Performance Bond No. B-1314-14, Statutory Bond No. B-1314-15, and Maintenance Bond No. MB-1314-7 contingent upon the City Attorney's approval; adopt Resolution No. R-1314-22; and appropriate the GO Bond funds in the amount of \$278,732 from the Capital Fund Balance (050-0000-253.20-00) to Project No. BP0015, Library Flooring Replacement Project, Construction (050-9365-419.61-01).

ACTION TAKEN: _____

- 13** K-1314-52 CONSIDERATION OF BID NO. 1314-24 AND THE NORMAN UTILITIES AUTHORITY'S APPROVAL OF CONTRACT NO. K-1314-52 WITH DOWNEY CONTRACTING, L.L.C., IN THE AMOUNT OF \$259,620, PERFORMANCE BOND NO. B-1314-33, STATUTORY BOND NO. B-1314-34, AND MAINTENANCE BOND NO. MB-1314-30 FOR THE HIGHWAY 9 WATERLINE PROJECT, PHASE 2.

Attachments: Text File K-1314-52

Bids.pdf

Contract K1314 52.pdf

Performance Bond B1314 33.pdf

Statutory Bond B1314 34.pdf

Maintenance Bond MB1314 30.pdf

PR Downey

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$259,620 to Downey Contracting, L.L.C., as the lowest and best bidder meeting specifications; approved Contract No. K-1314-52 and the performance, statutory, and maintenance bonds; authorize the execution of the contract and bonds and the Norman Utilities Authority as part of the contract to pay subcontractors for equipment and supplies for the Highway 9 Waterline Project; and direct the filing of the bonds.

ACTION TAKEN: _____

Final Plat

- 14 FP-1213-5 CONSIDERATION OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR GLENRIDGE ADDITION, SECTION 1, A PLANNED UNIT DEVELOPMENT; ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN; AND DEFERRAL OF PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH INDIAN HILLS ROAD. (GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD EAST OF 48TH AVENUE N.W.)

Attachments: Text File Glenridge Final Plat
Glenridge Location Map
Final Plat approve by Planning Commission
Final Plat Minor Modifications
Glenridge Staff Report
Glenridge Deferral Memo
SMC Deferral Ltr.pdf
GlenridgePrelimPlat
8-9-12 PC Minutes - Glenridge FP

ACTION NEEDED: Motion to approve or reject the final site development plan and final plat for Glenridge Addition, Section 1, a Planned Unit Development; and, if approved, accept the public dedications contained therein; authorize the Mayor to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a Certificate of Deposit in the amount of \$65,233 for deferral of paving, drainage and sidewalks within ten (10) days in connection with Indian Hills Road; traffic impact fee in the amount of \$4,263.58, and a filed copy of a warranty deed for private park land; and direct the filing of the final site development plan and final plat.

ACTION TAKEN: _____

Donation

- 15 GID-1314-38 CONSIDERATION OF THE ACCEPTANCE OF DONATIONS IN THE AMOUNTS OF \$250 FROM SOONER VETERINARY HOSPITAL; \$250 FROM DENISE SWAROWSKY; \$300 FROM BELINDA SNEED; \$325 FROM DANIELLE BROWN; \$500 FROM LYNN ROSE; \$500 FROM BARRETT WILLIAMSON ARCHITECTS, INC.; AND \$5,000 FROM AN ANONYMOUS DONOR TO BE USED BY THE CITY OF NORMAN ANIMAL WELFARE CENTER.

Attachments: Text File Donations
Donation Receipts

ACTION NEEDED: Motion to accept or reject donations in the amount of \$250 from Sooner Veterinary Hospital; \$250 from Denise Swarowsky; \$300 from Belinda Sneed; \$325 from Danielle Brown; \$500 from Lynn Rose; \$500 from Barrett Williamson Architects, Inc.; and \$5,000 from an anonymous donor to be used by the City of Norman Animal Welfare Center; and, if accepted, increase Animal Control Liability (010-0000-227.24-31) by \$7,125.

ACTION TAKEN: _____

Limited License

- 16 LL-1314-7 LIMITED LICENSE NO. LL-1214-7: A LIMITED LICENSE TO PLACE THREE (3) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE CLEVELAND COUNTY FAMILY YMCA FOR THE YMCA FREE FALL CARNIVAL EVENT TO BE HELD ON OCTOBER 25 , 2013.

Attachments: Text File YMCA Fall Festival
 Limited License Application
 YMCA

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1314-7 to place three (3) ground banners within the public rights-of-way pursuant to a request from Cleveland County Family YMCA; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

- 17 LL-1314-8 LIMITED LICENSE NO. LL-1314-8: A LIMITED LICENSE TO PLACE SIX (6) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM DOWNTOWN NORMAN FALL FESTIVAL, L.L.C., FOR THE DOWNTOWN NORMAN FALL FEST MAIN STREET EVENT TO BE HELD ON OCTOBER 25, 2013.

Attachments: Text File Downtown Fall Fest
 Downtown Norman Fall Festival
 Downtown Fall Festival Limited License
 Photograph Downtown Fall Festival Banner

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1314-8 to place six (6) ground banners within the public rights-of-way pursuant to a request from Downtown Norman Fall Festival, L.L.C., and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Contract

- 18 K-1213-168 CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT
 Final NO. K-1213-168 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND REX PLAYGROUND EQUIPMENT FOR THE MCGEORGE PARK PLAYGROUND EQUIPMENT PROJECT.

Attachments: Text File McGeorge Park
 McGeorge Park map and picture

ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$3,500 to Rex Playground Equipment.

ACTION TAKEN: _____

- 22** K-1314-63 CONTRACT NO. K-1314-63: A FINANCING AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DE LAGE LANDEN PUBLIC FINANCE, L.L.C., IN THE AMOUNT OF \$265,000 PER YEAR TO PROVIDE FOR A PERIOD OF THREE YEARS FOR THE CITY OF NORMAN VOICE OVER INTERNET PROTOCOL PHONE SYSTEM PROJECT AND BUDGET TRANSFERS.

Attachments: Text File De Lage

K-1314-63

ACTION NEEDED: Motion to approve or reject Contract No. K-1314-63 with De Lage Landen Public Finance, L.L.C., in the amount of \$265,000 per year for a period of three years; and, if approved, authorize execution thereof and transfer \$44,000 from Project EF1001, Smalley Center Renovations (050-9540-419.61-01); \$ 11,200 from Project No. FT0002, Fire Station No. 8, Construction (050-9377-419.61-01); and \$6,370 from Project FT0003, Fire Station No. 9, Construction (050-9377-419.61-01) to Project No. BG0040, City Phone System Replacement, Construction (050-9365-419.61-01).

ACTION TAKEN: _____

Resolution

- 23** R-1314-50 RESOLUTION NO. R-1314-50: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$30,630 FROM THE GENERAL FUND BALANCE TO REPLACE TRAFFIC SIGNAL EQUIPMENT THAT WAS DAMAGED DURING CONSTRUCTION AND TRAFFIC COLLISIONS.

Attachments: Text File R-1314-50

R-1314-50

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1314-50.

ACTION TAKEN: _____

Non-Consent Items

- 24** R-1314-16 RESOLUTION NO. R-1314-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AFFIRMING THE RECOMMENDATION OF THE CENTRAL REGION OF OKLAHOMA EMERGENCY MANAGEMENT ASSOCIATION TO DEVELOP PERSONAL SAFETY PLANS, TO STAY INFORMED, AND TO SHELTER IN PLACE IN THE EVENT OF SEVERE WEATHER AND CLOSING PUBLIC STORMS SHELTERS IN CONFORMANCE WITH THIS RECOMMENDATION.

Attachments: Text File Closing Public Storm Shelters

R-1314-16

Pert Excerpts February 19 SS Minutes

August 7 Oversight Minutes

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1314-16.

ACTION TAKEN: _____

25 Miscellaneous Discussion

This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited to five minutes or less.

26 Adjournment



City of Norman, OK

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

Master

File Number: GID-1314-39

File ID: GID-1314-39	Type: Minutes	Status: Consent Item
Version: 1	Reference: Item No. 3	In Control: City Council
Department: City Clerk Department	Cost:	File Created: 10/01/2013
File Name: Minutes	Final Action:	

Title: CONSIDERATION OF THE MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 20, 2013
 CITY COUNCIL CONFERENCE MINUTES OF AUGUST 27, 2013
 PUBLIC MEETING MINUTES OF SEPTEMBER 3, 2013
 CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 10, 2013
 CITY COUNCIL STUDY SESSION MINUTES OF SEPTEMBER 17, 2013
 CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 24, 2013
 CITY COUNCIL MINUTES OF SEPTEMBER 24, 2013
 NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 24, 2013
 NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 24, 2013
 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF SEPTEMBER 24, 2013

Notes: ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or reject the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 3

Attachments: Text File Minutes, August 20 Special Session Minutes, August 27 Conference Minutes, September 3 Public Meeting Minutes, September 10 Conference Minutes, September 17 Study Session Minutes, September 24 Conference Minutes, September 24 CC Minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File GID-1314-39

CITY COUNCIL SPECIAL SESSION MINUTES

August 20, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session at 5:30 p.m. in the Municipal Building Conference Room on the 20th day of August, 2013, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Castleberry, Heiple,
Holman, Jungman, Kovach, Miller,
Williams, Mayor Rosenthal

ABSENT: Councilmember Griffith

Item 1, being:

PRESENTATION FROM REPRESENTATIVES OF NORMAN REGIONAL HEALTH SYSTEM (NRHS) REGARDING ACTIVITIES OF THE NORMAN REGIONAL HEALTH SYSTEM.

Mr. David Whitaker, Chief Executive Officer (CEO), Norman Regional Health System (NRHS), said the last year has been a very different year for NRHS primarily due to three big factors; the May 20th tornadoes when NRHS lost 20% total operations of its health system, the installation/transition of a Modular Hospital Emergency Room/Urgent Care portable building at the Moore Medical Center (MCC) site; and health care reform. He highlighted the financial and operational impacts of NRHS after the May 20th tornado stating operationally in-patient care had a 4-5% decrease in FYE 2013 as compared to FYE 2012. He said typically when there is a decrease of in-patient care, the outpatient care will increase; however, the outpatient care has remained flat.

Mr. Whitaker said NRHS has experienced strong investment returns for FYE 2013 and very positive medical staff development in physician recruitment efforts. He said NRHS added 16 new physicians to the health system with the main focus on primary care and 30-31 new independent physicians have opened practices in the Norman area.

The NRHS Board established a cost reduction plan for FYE 2013 in the amount of \$16 million accumulative over a three-year period and at the end of the first year NRHS saved \$8.1 million through supply chain, back office work, several items within the areas of pharmacy and purchasing, and the implementation of a manpower staffing plan.

Mr. Whitaker said NRHS opened its Heart Plaza at the Northwest Campus and consolidated all of the cardiology and cardiovascular surgery positions into one place making it much easier for patients to navigate through the health system as it relates to cardiology. He said additionally the wound care center which received national recognition for outcomes was relocated to the Heart Plaza and the service has doubled in size.

The operation revenue for FYE 11 year-end was \$4.1 million and the non-operating income was \$8.1 million for a total operating revenue margin of \$12.1 million.

The MMC was deemed a total loss from the destruction caused to the facility by the May 20th tornado and the 11-acre site is has been totally cleared of the building and tornado debris. Mr. Whitaker said four (4) policies will come into play regarding insurance coverage: replacement of building and property, internal contents, special papers, e.g., policy covering patient records that are regulated to protect patient's health information and confidentiality, and business interruption. He said the policies cover a minimum cash value, while the full replacement cost has maximum amount coverage. He felt MCC insurance claim will total \$50-\$70 million.

Mr. Whitaker said 350 people were on site during the tornado's impact, but thankfully no lives were lost. He said the focus on the MMC has been in three specific areas; Phase 1 – immediate needs, Phase 2 – begin the insurance process and demolition/debris removal, and Phase 3 – begin MCC Modular Emergency Room/Urgent Care process.

Phase 1: Mr. Whitaker said by 10:30 p.m. on May 20, 2013, the relocation plan was in place on paper for all the physician offices. Once patients were safely removed from the MCC, it was very important to connect the physicians to/with their patients. Within 48 hours MCC had physician sites acquired and within one week the physicians were seeing patients.

Phase 2: The MCC site has been cleared of the building, vehicles, and tornado debris. This insurance process is ongoing to rebuild and/or replace the MCC and its contents.

Item 1, continued:

Phase 3: Mr. Whitaker said August 16, 2013, MCC received three (3) Request for Proposals (RFP) and within 45-60 days, a MCC Modular Hospital Emergency Room/Urgent Care Facility including a lab, radiology, and ancillary services will be in place and operational on the demolished MCC site. He said the before the tornado, the MCC seen 35,000 patients on an annual basis and there is a definite need for the modular hospital emergency room. Mr. Whitaker said the board will meet Monday, August 26, 2013, to look at the final plan and consider approval of some of the Capital outlay purchases that will need to be done relating to furnishings.

Mr. Whitaker said NRHS felt it was important to include the City of Moore residents, business owners and their employees, and school leaders be a part of the rebuilding process and invited them to attend a Moore Community Focus Group meeting to develop a plan for facility replacement on the 11 acre footprint. He said the first focus meeting was held with City of Moore physicians, and business and school leaders. Two additional meetings for MMC Staff are scheduled on August 21, 2013, and two meetings are scheduled the following week for MMC employees. NRHS will take the information gathered to the City of Moore Planning Committee and develop a final plan for replacement of the MMC.

Mr. Whitaker said a total of 286 MMC employees had major losses as a result of the tornado, e.g., home, car, or a combination of both, and either backfilled open positions within the health system or transferred to positions at the NRHS Healthplex and/or the NRHS Porter Campus. He said 116 employees transferred or took new jobs, 26 employees resigned, seven (7) employees took a leave of absence, and 96 remain employed.

Mr. Whitaker said MMC has received \$1.3 million in donations from other hospitals and groups both locally and across the nation to be used for employee related disaster relief.

Mr. Whitaker said tornados and their devastation are always horrible; however, the timing of the May 20th tornado was particularly bad because it occurred at the end of the fiscal year and six weeks away from adoption of the FYE 2014 budget. He said NRHS completed the budget one week before the tornado and it was scheduled to go through the planning and finance committees, NRHA Boards, and submittal to City Council for approval. Mr. Whitaker said the NRHS budget is scheduled as an item on the August 26, 2013, Hospital Board agenda and will be submitted for Council acceptance following Board approval.

Councilmember Kovach asked whether the NRHS realignment study has been completed and Mr. Whitaker said base work is complete on the Strategic Options Assessment, the NRHS Board is looking at models including partnership options that may be available, and loading those models with local market data. Mr. Whitaker said the NRHA Board will be looking at the outcomes over the next six to eight weeks and determine the next step. He said NRHA Board's main focuses going forward are cost reductions, improving efficiencies and outcomes, and improving the patient relationship experiences. Councilmember Kovach requested NRHA provide the City with an executive summary of the study and Mr. Whitaker said he would pass along the request to the NRHA Board Chair.

Councilmember Heiple asked whether anybody was interested in purchasing and/or partnering with NRHS and Mr. Whitaker said yes there has been a lot of interest. Mr. Whitaker said with the NRHS medical staff alignment, clinical consolidated network, etc., there are many in partnership mode, i.e., buy, merge, and/or acquire, etc.

Mayor Rosenthal asked the process going forward and Mr. Whitaker said the Board is working with the consultant trying to determine what the future may need in terms of health care options. He said certainly by no means is the NRHS Board committing to anything at this point, but merely felt it is their responsibility to be able to address future needs and respond accordingly. Mayor Rosenthal encouraged NRHS to take a lot of care in thinking through the public trust process stating she felt a public process similar to what is currently taking place in Moore is important because of people's sense of ownership and pride.

Councilmember Kovach said regardless the outcome, whether an acquisition and/or realignment, the public needs to understand the NRHA Board's conclusions in a very open and upfront way. Mr. Whitaker said NRHS is the southern gateway to the Oklahoma City market and felt there are many things to consider before merging and/or selling out e.g., partnering with clinical networks and/or existing hospitals to expand NRHS's own health insurance side. Mayor Rosenthal said there is not a standard method to discuss this issue; however, the topic could be scheduled and options explored at a future joint retreat with NRHA Board and Council. Mr. Whitaker agreed and stated that the NRHA Board looks forward to having extended conversations with Council. Councilmember Kovach asked what the bond rating is for the NRHS and Mr. Whitaker said the last two ratings were BB, being reaffirmed with positive outlooks. Mr. Whitaker said another bond rating review is scheduled in two (2) weeks.

Councilmember Castleberry asked that he be allowed to abstain from Council discussion on Item 2 due to a conflict of interest. Thereupon, Councilmember Jungman moved that Councilmember Castleberry be allowed to abstain from Council discussion on Item 2 due to a conflict of interest, which motion was duly seconded by Councilmember Kovach; and the question being upon allowing Councilmember Castleberry to abstain from Council discussion on Item 2 due to a conflict of interest, a vote was taken with the following result:

YEAS:	Councilmembers Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Rosenthal
NAYES:	None
ABSTAIN:	Councilmember Castleberry

The Mayor declared the motion carried and Councilmember Castleberry was allowed to abstain from Council discussion on Item 2 due to a conflict of interest.

* * * * *

Item 2, being:

DISCUSSION REGARDING THE WEST LINDSEY STREET BOND PROJECT ANALYSIS OF ALTERNATIVE DESIGN CONCEPTS.

Mayor Rosenthal said Staff, business owners, property owners, and representatives from the University of Oklahoma (OU) are present and she appreciates everyone's interest regarding the Lindsey Street Project. She said the recent and ongoing public dialogues have certainly changed the discussion and vision for West Lindsey Street as well as significantly brought forth some consistency about what is ultimately wanted for the project regarding the aesthetics and design. She felt the public dialogues have been valuable not only to the business community/stakeholders, but to the property owners as well.

Mr. Shawn O'Leary, Director of Public Works, highlighted history regarding the Lindsey Street Improvement Project from 24th Avenue S.W. to east of Berry Road, stating a bond election failed both in May 1970 and again in December 1988. The City hired Baldischwiler to conduct a study of "Lake McGee" in May 1997 and in July 2004, Council choose to delete the project from the 2005 bond election due to objections from merchants. In June, 2011, Council directed Staff to include the project in the transportation and storm water bond election proposal. Multiple stakeholder meetings were held from August, 2011 to August, 2012 and a bond election achieved voter approval on August 28, 2012. Mr. O'Leary said the City and the University of Oklahoma (OU) Institute for Quality Communities (IQC) have been collaborating since June, 2013. He said tonight's discussions will not deal with the storm water but will help determine the vision and transportation design for Lindsey Street. He said storm water improvements have been consistent throughout the project and will solve all the storm water issues.

Council awarded a contract to Cabiness and Garver on January 26, 2012, and they began working on the Project Conceptual Plan for the project in April 2012. Mr. O'Leary said the purpose of the Project Conceptual Plan was to provide a conceptual design for a possible bond election and a design charrett was held on March 1, 2012. He said 40 stakeholders shared their vision and concerns and the results were considered in the final conceptual plan. Mr. O'Leary said a public meeting was held March 12, 2012, at Sooner Legends to receive stakeholder feedback on right-of-way (ROW), storm water issues, and center median/access control. He said the results achieved from the public meeting concluded the storm water issues on Lindsey Street were top priority; Lindsey Street is the number one (1) traffic congestion in the Oklahoma City (OKC) metro area; the crash rate on Lindsey Street is nearly three (3) times the national average for similar roadways; and there is opportunity to coordinate with the Oklahoma Department of Transportation (ODOT) during the I-35/Lindsey Street Interchange Project. Mr. O'Leary highlighted the Project Conceptual Plan stating the proposed road section was a five (5) lane street with center turn lane and partial landscaped islands at the intersections.

SAIC and Poe and Associates were awarded the design contract for the project in November 2012 and work completed includes: separate storm sewer/roadway project phasing; collaboration with ODOT on State Highway 9 and Lindsey Street interchanges on I-35 (ODOT was paid \$1,509,600 for Phase 1); storm water projects plans are approximately 85% complete; and roadway project plans are approximately 45% complete. Mr. O'Leary said the typical roadway design includes reduced lane width to increase landscaped area behind the curbs; added bus pull out locations; and either approach has no effect on storm water improvements.

June 26-28, 2013, the OU IQC invited Mr. Dan Burden, Director of Walkable Liveable Design Institute, to discuss project enhancements and ideas with the community:

Item 2, continued:

- Continuous center median (triple canopy);
- Roundabouts at key intersections;
- Future development of an "Urban Village";
- On street parking;
- Enhancements to accommodate pedestrian and bicycle traffic;
- Aesthetic enhancements; and
- Livable, walkable Lindsey Street.

Collaboration between IQC and the City of Norman began with inviting Mr. Burden back for further development of enhancements from July 22-25, 2013. Mr. O'Leary said the meeting included technical sessions with City Staff and the project team; stakeholder meetings; meetings with community leaders; and a final presentation. He said the common ground areas for the project included increasing the traffic capacity; reducing the driveways; utilizing a triple canopy; a minimum six-foot planter strip on edge using drought tolerant landscaping; maximizing project aesthetics; installing colorized bike lanes; considering current and future transit opportunities; American with Disabilities Act (ADA) compliance; installing LED lights and wayfinding signage; and installing a minimum five-foot sidewalk. The major recommendations coming out of the process were to have a continuous center median with mid-block U- turns and install modern roundabouts at Murphy Street, Wylie Road, and Berry Road.

Mr. Scott Sturtz, City Engineer, provided examples of continuous center median enhancement permitted U-turn at an intersection and a pedestrian crossing at mid-block. He said the City is also working with Cleveland Area Rapid Transit (CART) on bus turn out lanes.

The continuous center median enhancements i.e., triple canopy, included would add one more month to the design schedule; include an additional design fee of \$40,000; additional construction cost of \$100,000; additional landscape and irrigation enhancements of \$300,000; and annual operations and maintenance expenses of \$32,000.

The benefits of modern roundabout enhancements include traffic safety; operational performance; environmental factors; access management; traffic calming; pedestrian safety; aesthetics; and ongoing operations and maintenance.

Staff highlighted the proposed traffic signals and roundabouts at Murphy Street, Wylie Road, and Berry Road. The proposed traffic signals and roundabouts comparison included the traffic volumes for peak traffic at 5:00 P.M.; existing and future traffic operations; ROW overview; and safety. Mr. Sturtz said the diameter for a roundabout is 180 feet and is sized for a truck and/or standard semi-tractor with a trailer.

The modern roundabout enhancement would add:

- six (6) months for design and approvals;
- six (6) months to one (1) year to obtain environmental clearance;
- additional design fee - \$160,000;
- additional construction cost - \$550,000;
- additional landscape and irrigation enhancement - \$200,000;
- annual operations and maintenance cost - \$8,000;
- additional ROW cost - \$4,540,000 (does not include potential damages);
- additional travel delays are possible through the corridor and the construction schedule may not coordinate with ODOT I-35 and Lindsey Street Interchange;

Mayor Rosenthal asked why the existing peak hour volumes are higher with roundabouts and Mr. Sturtz said some cars are counted twice as they go around the entry points of the circle.

Councilmember Kovach said promises were made to businesses that the projects would be coordinated so as not to disrupt businesses twice and Mr. O'Leary said that is correct stating the City and ODOT are working closely to deliver on those promises. Mr. O'Leary said ODOT changed the timing of the State Highway 9 and Lindsey Street interchanges to work with the City so that project considerations and opportunities can be included for the Lindsey Street Project.

Mr. O'Leary said in the past, Lindsey Street improvements east of Berry Road have been typically off-limits; however, knowing there is sensitivity regarding the issue, recent discussions have included what should be done and/or the needs for Lindsey Street beyond Berry Road. He said there had been a very open dialogue to determine what really needs to be done from Berry Road east to Jenkins Avenue including discussions with the University of Oklahoma (OU) and President David Boren. Mr. O'Leary felt President Boren has opened the door for discussions regarding a multi-phase Lindsey Street project to be completed in future phases and modern roundabouts at several intersections from Berry Road to Jenkins Avenue with a possible two-lane street having a raised median (triple canopy). He felt the concepts would fit nicely and make a lot of sense.

Item 2, continued:

Mr. O'Leary said the Imhoff Creek Bridge was a main focus during storm water discussions and would be a wonderful opportunity for design aesthetics, i.e., a gateway feature between the commercial district, residential area, and the University district. He said the bridge is currently designed to be a three-lane maximum with bike lanes and continuous raised median (triple canopy) and emphasized there is no interest in building a five-lane street east of Berry Road.

Staff highlighted the pros and cons of the four options and asked for Council input:

Option 1: Continue current project as planned.

- **Pros include:** on schedule, on budget, maintain original concept, and provides multiple IQC proposals.
- **Cons include:** no continuous median (triple canopy) and no modern roundabouts.

Option 2: Alter current project to include continuous center median (triple canopy).

- **Pros include:** on schedule, within budget limits, provides multiple IQC proposals, improves traffic safety and capacity, improves aesthetics, and acknowledges property owner interest.
- **Cons include:** no modern roundabouts, possible stakeholder resistance (reduced access), and additional City maintenance costs.

Option 3: Alter current project to include continuous center median (triple canopy) and modern roundabouts.

- **Pros include:** better aesthetics, reduces traffic speeds, and provides multiple IQC proposals.
- **Cons include:** less traffic capacity for future. project delays (18-24 months), limited coordination with I-35 and Lindsey Street Interchange, increased project cost (\$5 million ROW acquisition; and federal funding timing.

Option 4: Create 3-Phase Project:

- Phase 1: Lindsey Street – 24th Avenue SW to west of Berry Road
- Phase 2: Lindsey Street – west of Berry Road to Elm Street
- Phase 3: Lindsey Street – Elm Street to Jenkins Street
- **Pros include:** more time for Lindsey Street and Berry Road design alternatives; possible additional federal funds; extend project to Elm Street and beyond; improve walkable/bikeable Lindsey Street; Imhoff Creek Bridge enhancements; and allow the Comprehensive Transportation Plan (CTP) to be completed.
- **Cons include:** risk delay of federal funds for phase 2; impact on other bond projects; possible increase local project costs; modern roundabout at Berry Road may not be feasible; and additional ROW acquisition.

Mr. O'Leary said another important piece of the discussion will be the Comprehensive Transportation Plan (CTP) which is scheduled to be completed in December 2013. He said the long range planning and traffic modeling within the CTP will answer many of the questions regarding the traffic and/or transportation on Lindsey Street and Berry Road; however, the CTP is not completed yet and Staff will be in a better position to answer questions regarding future Lindsey Street, future Chautauqua Avenue, future Berry Road, etc., in December.

Councilmember Williams asked whether Option 4, Phase 1, would include the current design or the additional options, i.e., continuous median enhancements, triple canopy, and/or roundabouts, etc., and Mr. O'Leary said that would be determined with further discussion and Council feedback. Mr. O'Leary said Staff has acquired from some (stakeholders, Council, etc.) that option 4 may be a combination of option 2, with raised center medians and option 4, relative to scheduling. Mayor Rosenthal said Council will need to give Staff guidance as to which option (Option 1, 2, or 3) is preferred and then whether or not to leave the door open for the phasing concept.

Councilmember Kovach recollected that there is component for the storm water project regarding Imhoff Creek Bridge and wondered if stopping the project at Legend's Restaurant would be better so that the stormwater improvements component could be utilized. Mr. O'Leary said Staff's theory is the storm water system, which does discharge to Imhoff Creek, would be included in the first phase and certainly Staff does not want to sacrifice any storm water improvements with this concept. Councilmember Kovach said he did not understand why the phases could not begin at Imhoff Creek Bridge so the sidewalks and/or bike lanes would not be delayed. Mr. O'Leary agreed and said there needs to be some type of temporary transition whether it be vehicle transition, sidewalk transition, etc., from where the official project will end to at least the east side of Berry Road.

Item 2, continued:

Councilmember Jungman asked Staff to explain why or why not roundabouts work well and Mr. O'Leary said there have been many technical conversations and sessions between SAIC Engineering, OU, Freese and Nichols, and City Staff. Mr. O'Leary felt it has been agreed upon as a group of engineers that modern roundabouts make terrific options "in the right place and at the right time." He said roundabouts are good considerations if traffic volumes are 20,000 vehicles or less per day; therefore, the conclusion was "this is not the right place nor at the right time" for modern roundabouts since traffic volumes on west Lindsey Street are 27,000 + per day. Councilmember Holman asked if roundabouts would work better if the street were to stay the same width and Mr. O'Leary said very few multi-lane roundabouts have been built in the United States because of space and/or traffic. Mr. O'Leary referred to the roundabout on East Main Street stating it works beautifully and functions well because the traffic volume is only 5,000 vehicles per day. He said roundabouts do carry traffic well, but the question becomes is the City willing to accept a level of service (LOS) below minimum standard in the design criteria.

Councilmember Williams asked whether the project delays are due to increased congestion or slower pace, but no congestion. Staff said LOS ratings are measurement of delay and, when looking at those numbers and how they relate to roundabouts, it was determined in the year 2036 that it would take a vehicle five (5) minutes to get through the Berry Road intersection during the 5:00 p.m. traffic. Mr. O'Leary said on the other hand, a traffic signal would allow a vehicle through the Berry Road intersection at 5:00 p.m. in approximately 30 seconds in the year 2036.

Mayor Rosenthal said the Robinson Street Underpass Project was completed under two (2) separate applications; the intersection was done under an ACOG application and the underpass was completed under another application. She said it did not mean the City stopped the project before getting to the intersection, but rather how the City applied for the funding. Mayor Rosenthal wondered whether the concept of phasing would facilitate the process of potentially getting the entire project completed (to Imhoff Creek Bridge); allowing the City to keep with the ODOT schedule by merely breaking the project into two (2) different applications just as the City did on the Robinson Street Project which in return secured additional federal funding. Mr. O'Leary said the Robinson Street Project had several funding mechanisms; however, there is only one funding source for the Lindsey Street Project.

Mr. David Boren, University of Oklahoma (OU) President, said tonight's discussion has opened the dialogue to the type of community envisioned by all, as well as how transportation (now and future) will fit into the community's vision. He said elected representatives make the decisions; however, the community has to decide if they would rather Lindsey Street be a walkable/livable community corridor or would they rather Lindsey Street be an arterial road like Highway 9. President Boren said he desires the Lindsey Street corridor to be a walkable, livable, "city boulevard type" of community and felt existing businesses within the area will be enhanced; new and upscale businesses will be attracted to the area; and pedestrian and bicycle traffic will be encouraged and welcomed. President Boren felt the community should look ahead and use forward thinking about the entire Lindsey Street corridor through the Campus area.

President Boren said whatever is decided and built on Lindsey Street will determine the traffic pattern. He felt the most destructive thing that could be done to the OU campus area is install five (5) lanes through campus, ultimately dividing the campus into two areas. He said he supports two (2) lanes with roundabouts opposed to four (4) lanes with roundabouts and urged Council to do something visionary for the future. President Boren felt if a two (2) lane concept with sidewalks and bike lanes were to occur, the university could possibly partner on projects.

Mr. Blair Humphreys, Executive Director, OU Institute for Quality Communities (IQC), pointed out a few possibilities and solutions that provide the safest options for West Lindsey Street. He reminded everyone that West Lindsey Street has the highest traffic congestion and accidents in the state and over 50% occur at the intersections. He said leaving traffic signals would not reduce that figure and a major arterial might need to carry 35,000+ vehicles per day by 2036. Mr. Humphreys said that projection are based on a two percent (2%) growth rate and come down to traffic speed. He said when looking at creating a great quality of life, the focus is on appropriate traffic speed rather than maximizing speed.

Mr. Humphreys said a two-lane option with roundabouts would meet the City of Norman traffic level standards LOS "D" and would be appropriate for West Lindsey Street. He said applying the ODOT 0.5% growth rate to the 2036 projection would give a balanced approach that falls within City guidelines from a LOS standpoint. Mr. Humphreys said a window of opportunity exists for stacking the construction of the bridge and corridor and everyone should realize now is the time to act on this window of opportunity. He pointed out that the schedule is tight due to the impact that will be felt between the construction on Lindsey Street and the Lindsey Street stakeholders and not because of the impact on the drainage in terms of the actual integration of infrastructure with ODOT.

Mr. Humphreys said that he received a letter from Mr. James Brainard, Mayor, City of Carmel, Indiana, who stated that roundabouts are one of the very few road improvements where the Federal Highway Administration

Item 2, continued:

(FHWA) provides 100% funding for the construction of roundabouts. He said roundabouts and medians will make Lindsey Street safer by significantly improving the safety of intersections and hoped Council makes a decision that balances not only the engineering concerns for Lindsey Street but the quality of life as well.

Councilmember Kovach asked whether the City would be in jeopardy of losing FHWA funding if the City does not widen Lindsey Street and Mr. O'Leary said federal funding is available because the project will increase capacity and traffic safety making Lindsey Street better, safer, less congested, etc. Mr. O'Leary felt reducing the existing Lindsey Street from three (3) lanes to two (2) lanes may affect federal funding. Mr. Humphreys said the question may be whether the City should use a 2% growth rate or ODOT's .5%, and what is the appropriate future for Lindsey Street.

Councilmember Holman wondered if adding two (2) lanes and two (2) signals would really increase the LOS on Lindsey Street if it remains two (2) lanes east of Berry Road and Mr. O'Leary said the traffic modeling reflects a four (4) lane road with signalized intersections would increase the LOS.

Mr. Brian Ellis, OU, IQC, explained the different types of traffic modeling and stated that two (2) different traffic models were used to calculate how people merge into a roundabout. He said the model used for today's presentation was the most conservative roundabout program that takes an average of roundabout data from across the country, then using the median line as the standard for how traffic merges into roundabouts.

Mayor Rosenthal asked where the traffic would be absorbed, i.e., Main Street, Hwy 9, etc. She felt questions that have been raised tonight regarding funding, etc., will require follow-up and further discussions. Mayor Rosenthal said the City conducted a survey that revealed one of the highest rated concerns for citizens was the east and west traffic and encouraged Council to consider the survey information when making a decision about the project as well as the ability as a community to absorb the traffic elsewhere.

Councilmember Holman felt more and more mass transit systems are being constructed and wondered if society will have the same amount of cars in 2036. He asked whether the City would continue building a community that forces people to use their cars.

Councilmember Kovach said additional considerations to contemplate are potential cost increases; potentially breaking promises regarding the construction timeline; potential funding loss; and said there is only so much that can be done after the train starts down the track. He felt public's perception of roundabouts is not favorable.

Councilmember Jungman does not want 35,000 cars per day on Lindsey Street and felt that would do nothing for the City. Funding is important; however, timeline should not be front and center. He felt the public should have a say as to what they envision and want for Lindsey Street.

Councilmember Williams would like further discussion and wondered if the perception of roundabouts may be based on roundabouts in neighborhoods.

Mayor Rosenthal said the City cannot ignore the time scheduling stating it is critical to be very attentive to the timeline. She asked if anyone objected to requesting Staff to pursue and move forward with the triple canopy design plan in order to keep the ball rolling.

Councilmember Miller felt Council should proceed with the triple canopy, as the design would be a much more beautiful and aesthetically pleasing for the community. She said she is concerned about public perception and does agree that the City needs to be aware of the timeline because it is very important.

Mayor Rosenthal asked Council if there was a consensus to have more discussion about roundabouts, phasing, and the Lindsey Street and Berry Road intersection; however, direct Staff to begin moving forward on other components of the plan. She felt additional information and traffic counts can be brought forward but she did not want to hold up the rest of the project.

Councilmember Williams said he was concerned about safety vehicles traveling on Lindsey Street. Mayor Rosenthal reminded everyone that Lindsey Street is a major bus route and that, as well as all uses of the corridor, will need to be considered when making decisions regarding the LSIP.

Councilmember Holman said he prefers a mixture of Option two (2) and Option four (4) lanes and also preferred the project go to the Imhoff Creek bridge. Councilmember Kovach said he felt the street should not be wider past the Imhoff Creek bridge and felt that would be bad for the nearby neighborhoods as well as the university. He said he does believe as part of the planning process it is extremely important that the two areas be connected with bicycle paths and sidewalks. Councilmember Jungman said he would like to see some rational and different assumptions that will give reason(s) and show that a two (2) lane system can/will work and under what conditions do they work.

Item 2, continued:

Councilmember Heiple said he understands the differences between the two traffic models and however accurate, they can also be skewed. He felt Council needed to completely understand a two (2) lane roundabout system with a triple canopy so that a balanced perspective can be achieved. He said the project is a lifetime opportunity to change the traffic approach on Lindsey Street. President Boren said he would be willing to bring Dan Burden back to future discussions in order to answer any questions.

Ms. Joy Hampton, *The Norman Transcript*, asked whether the City can legally change the plan and asked whether Lindsey Street will have the same improvements.

Councilmember Castleberry asked how much money is saved if the City chooses a two (2) lane system and can the savings go towards enhanced landscaping, etc.?

Mr. Eddie Haas, Freese and Nichols, said he looks forward to continuing discussion regarding where does/will the traffic go. He encouraged Council to think about land use policy across the City as a whole.

Items submitted for the record

1. PowerPoint presentation entitled, "Lindsey Street Improvement Project, 24th Avenue S.W. to East of Berry Road, City of Norman 2012 Bond Project, City Council Study Session" presented by Shawn O'Leary, Director of Public Works, and Scott Sturtz, City Engineer, dated August 20, 2013
2. City of Norman West Lindsey Street Bond Project Analysis of Alternative Design Concepts, 24th Avenue S.W. to East of Berry Road, City of Norman 2012 Bond Proposal and Institute of Quality Communities (IQC) Recommendations, dated August 13, 2013
3. Letter dated August 20, 2013, to the City of Norman Mayor and City Council, by Mr. Blair D. Humphreys, University of Oklahoma, Executive Director, Institute for Quality Communities, Assistant Professor, College of Architecture
4. Letter dated August 20, 2013, to Mr. Blair Humphreys, University of Oklahoma, Executive Director, Institute for Quality Communities, Assistant Professor, College of Architecture, from Mr. James Brainard, Mayor, City of Carmel, Indiana

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Item 3, being

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(4) TO DISCUSS POSSIBLE LITIGATION AND TO DISCUSS THE ACQUISITION OF REAL PROPERTY AS AUTHORIZED BY TITLE 25 §307(B)(3) OF RIGHT-OF-WAY IN CONNECTION WITH THE WEST LINDSEY STREET BOND PROJECT BETWEEN INTERSTATE 35 AND BERRY ROAD.

Item 3 was not discussed.

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ADJOURNMENT

There being no further business, Councilmember Kovach moved that the meeting be adjourned, which motion was duly seconded by Councilmember Jungman; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Heiple, Holman, Jungman, Kovach, Miller, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 8:34 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

August 27, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:30 p.m. in the Municipal Building Conference Room on the 27th day of August, 2013, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Castleberry, Griffith, Heiple, Holman, Jungman, Kovach, Miller, Williams, and Mayor Rosenthal

ABSENT: None

Item 1, being:

DISCUSSING REGARDING THE WEST LINDSEY STREET BOND PROJECT BETWEEN I-35 AND BERRY ROAD.

Councilmember Castleberry abstained from participation in the discussion of this project as he is a property owner within the project parameter.

Mayor Rosenthal said the meeting will begin with a video illustrating the proposed design of Lindsey Street prepared by SAIC. Mr. Scott Sturtz, Capital Projects Engineer, narrated the video. He said plans include landscaped street sides; colorized bike lanes; mid-block colorized U-turns with pedestrian crossings; knock-outs at U-turns to ensure large trucks can make the turn safely; signalized intersections with U-turns and knock-outs; three to four-foot medians; and the Imhoff Bridge will remain two lanes with a raised median.

Mr. Sturtz said the City's current project design proposal consists of four vehicular travel lanes with 11-foot lanes and five-foot bike lanes on both sides of the roadway. He said the total distance from curb to curb is 67-feet and this design would fit within the current 100-foot right-of-way. He highlighted the University of Oklahoma's (OU) proposal prepared by the Institute for a Quality Community (IQC) that consists of two 12-foot vehicular travel lanes with nine-foot auxiliary lanes on the outside and six-foot bike lanes. The auxiliary lanes could be used for bus pull outs and aid in ingress and egress of driveways. The total distance from curb to curb is 67 feet and fits within the 100-foot right-of-way. He said a roundabout is being proposed which may require additional right-of-way.

Mr. Sturtz said IQC is proposing a continuous, raised center median to improve traffic safety and the City is proposing a two-way left turn lane along sections of the corridor to allow access to the 90 driveways; however, sections of Lindsey corridor approaching the signalized intersections have a raised center median to improve safety. The compromised proposal is a continuous raised center median with U-turns at intersections and mid-block U-turn opportunities through the entire length of the project. IQC is proposing mid-block pedestrian crossings at a minimum spacing of 330 feet and the City proposed controlled crossings at signalized intersections, but the City will compromise with mid-block pedestrian crossings at the mid-block U-turn locations. IQC is proposing a triple canopy along Lindsey Street and the City proposed a double canopy with trees along the right and left sides, but would compromise to include a continuous raised center median with landscaping (triple canopy). IQC is proposing minimum five-foot sidewalks on both sides, which is already included in the City's proposal. IQC is proposing colorized bike lanes and this is already included in the City's proposal. IQC is proposing colorized U-turn lanes and the City proposed the center two-way left turn be colorized for distinction, but with the compromise of including coloring on the raised median design with mid-block U-turns. IQC is proposing bold edge lines (8"-10") on pavement that was not included in the City's design, but is currently being included in the design. IQC is proposing bicycle parking and the City is supporting the addition of street

furniture, including bicycle racks that are currently being included in the design. IQC is proposing modern roundabouts, which is not in the City's proposal; however, the City supports a design exercise in continued collaboration with OU to pursue the opportunity for a modern roundabout at the intersection of Lindsey Street and Berry Road.

Mr. Eddie Haas, Freese and Nichols, Project Manager on the City of Norman Comprehensive Transportation Plan (CTP) Development, highlighted CTP issues related to Lindsey Street. He said the Lindsey Street Corridor is commercial on the western sector and residential on the eastern sector at Berry Road and highlighted poor operational traffic conditions throughout the corridor. He said from an accident safety standpoint, there is a significant amount of accident activity along Lindsey Street at McGee Drive and Berry Road because there are a lot of driveways. Lindsey has a little over 53 driveways per mile when there are generally 10 to 20 driveways per mile so there needs to be a way to control access to these driveways, which is part of the ultimate design. He said the corridor provides mobility within the community between the retail areas and institutional uses, but it also provides mobility to and from I-35.

Mr. Haas said the CTP looks at the regional model and a Norman sub-area model. He said the regional model is used as the basis for identifying and funding projects throughout the region. From the regional model a sub-area model was developed that shows a naturally heavy commute to and from the north (Oklahoma City). The sub-area model depicts how Norman is growing in population and employment. He said the CTP 2035 Travel Forecast was correlated with the Norman 2025 Land Use and Transportation Plan and a Lindsey Street Alternative Configuration was developed that consists of a four-lane divided scenario from I-35 to McGee Drive and a two lane scenario east of McGee Drive to OU Campus. The scenario assumes traffic signals at I-35 and 24th Avenue and one lane roundabouts at every intersection from Murphy Street to Elm Street with the exception of Murphy Street that will have a two lane roundabout. He said this will help determine if there are any advantages to roundabouts. He said results show traffic patterns stayed about the same meaning the corridor is an attractive corridor primarily because of I-35 and its proximity to OU. He said the roundabouts would offer some operational efficiency that could actually pull some traffic off of Boyd Avenue, Berry Road, and Chautauqua Avenue onto Lindsey Street assuming an increase of 7,000 to 9,000 trips east of Berry Road.

Mr. Haas said recommendations are to consider a roundabout east of Berry Road plus sidewalks and bike lanes and retain four lanes on Lindsey Street between I-35 to Berry Road with two lanes east of Berry Road.

Councilmember Jungman said the model shows Lindsey Street heavily congested between McGee Drive and Berry Road and asked if that meant traffic is stopped and Mr. Haas said basically yes, probably at least for a cycle or two of traffic signals to clear that traffic. Mr. Haas said, in reality, traffic will try to find a way around that and a four lane section is one way to avoid traffic peeling off into residential areas.

Mayor Rosenthal said the frequency of vehicle trips over the last ten years is pretty flat so a large anticipated growth does not seem likely and Mr. Haas said if there is a change in the development scenario within this corridor to a more mixed environment, particularly between I-35 and Berry Road, where there are commercial venues and if the corridor is more walkable there will be more growth. Mayor Rosenthal said a public criticism has been that if you build it they will come and that is exactly what this forecast has done. She said that is the struggle Council faces on this project.

Councilmember Holman said since 2004 the number of vehicle miles driven has been on the decline and since 2009 specifically it has been a very sharp decline especially among younger generations who are driving less. He said vehicles are also expensive and asked if the forecast projection has taken that into account. Mr. Haas said, in a way, yes, because the forecast looked at the Behavior Travel Survey conducted in 2009, which was a detailed survey for travel patterns, travel distribution, time of day, frequency of trips, etc. He said the survey reflects travel

behavior as it existed in 2009, but no one can say if that pattern will continue 20 years from now. The Behavior Travel Survey is built into the travel behavior of the regional model.

Councilmember Holman said most accidents occur at signalized intersections so would adding two more lanes and two more traffic signals to the corridor increase chances of more accidents and Mr. Shawn O’Leary, Director of Public Works, said it will change the nature of the accidents. He said when you add different configurations and different changes to a signalized intersection those accidents change in nature, but accidents at signalized intersections are less severe than they would be if there was no traffic control whatsoever. He said roundabouts have a pretty good range of accident experience as well and there is no perfect intersection. Councilmember Holman said the roundabout on Main Street has existed for seven years and there have only been five reported accidents in that roundabout.

Mr. Blair Humphreys, University of Oklahoma IQC, said the big picture is that I-35 is an area for cars and OU Campus is an area for pedestrians and it has been suggested that perhaps Lindsey Street west of Berry Road has an opportunity to have more of a village character and maybe the next generation of development on Lindsey Street could be different.

Items submitted for the record

1. PowerPoint presentation entitled, “Lindsey Street Improvement Project, 24th Avenue S.W. to East of Berry,” presented by Shawn O’Leary, Director of Public Works; Angelo Lombardo, Transportation Engineer; and Scott Sturtz, City Engineer, dated August 27, 2013
2. PowerPoint presentation entitled, “Lindsey Street Alternative,” prepared by Freese and Nichols, dated August 27, 2013
3. Proposed Lindsey Street Design Modifications as analyzed by Peters and Associates Engineers, Inc.
4. Email dated August 27, 2013, from Tom Easley, to Keith Humphrey, regarding accidents at the roundabout located on East Main Street where North Carter and East Acres intersect

The meeting adjourned at 6:50 p.m.

ATTEST:

City Clerk

Mayor

PUBLIC MEETING ON WEST LINDSEY STREET BOND PROJECT

September 3, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a public meeting at 6:00 p.m. in the Municipal Building Council Chambers on the 3rd day of September, 2013, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Castleberry, Griffith, Heiple, Holman, Jungman, Miller, Kovach, Williams, Mayor Rosenthal

ABSENT: None

PRESENTATION AND DISCUSSION REGARDING THE WEST LINDSEY STREET BOND PROJECT BETWEEN INTERSTATE 35 AND BERRY ROAD.

Mayor Rosenthal said tonight's discussion will highlight improvements discussed by City Council on the West Lindsey Street Bond Project as Council faces a very important decision about the final design of the Lindsey Street Corridor. She Council is grateful for the voter's support for this very important project and seven other bond projects by approving them last August. Tonight's meeting will possibly provide a clear explanation about what is actually being discussed and debated and what is not. She said this meeting will also allow citizens to weigh in with a question and comment time after the presentation.

Mayor Rosenthal provided a brief overview of the history of improvements to the West Lindsey Street Corridor over the last 40 years. This project has been brought forward for approval a few times, but has been unsuccessful in earning the voters' confidence. She said Council and Staff worked many months from June, 2011, to August, 2012, to put a package together that was approved and are grateful for the 63% support of the voters. Lindsey Street is a main East-West Corridor and a section line road through the community. Section line roads were originally designed to give farmers access to their farmland and as development has occurred around section line roads, they no longer serve the same purpose they did originally. She said Lindsey Street has been shaped by development patterns along the corridor and today the corridor goes from intense commercial use near the interstate to strictly residential east of Berry Road. She said the traffic counts are highest near the interstate, approximately 27,000 vehicles per day, and at Berry Road, that number drops to 17,000. She said the corridor needs a recognized plan that does not violate these different land uses along the way.

The ballot language for all of eight bond projects specified the funds were "for the purpose of widening streets and bridges and constructing related drainage and other improvements in connection with said streets and bridges." She said in the case of Lindsey Street, a conceptual plan was developed with a twofold purpose, an estimated cost needed to be established going forward to have some basic idea of what we were talking about in terms of the potential improvements, The largest improvement is the drainage section which is the box culvert underneath the roadway that ultimately will drain to the Canadian River. It was intended to show the voters a way to solve the issues related to the Lindsey Street Project; however, it was not a final engineered design and was developed with modifications to improve the project's ability to deliver the best possible outcome. She said voters were promised the Lindsey Street Project would achieve the following goals:

- The drainage problem would be fixed, Lindsey Street would be safer for all modes of transportation and travel, which includes walking, biking, and bus ridership;
- Congestion would be alleviated - Lindsey Street is one of the most congested streets and has one of the highest accident rates in the metro area because of the level of traffic on the corridor;
- Enhanced aesthetics on the corridor. It was hoped our investment in the Lindsey Street Corridor would rejuvenate, bring in additional investment, and bring back the corridor as a vibrant commercial corridor;
- Leverage federal funds to the maximum possible – this was the campaign appeal that went to the voters; and

- Coordination with the I-35 Widening and the Reconstruction of the Lindsey Street Interchange to minimize the disruption to the community.

All of these proposals bring safer, improved traffic flow and manage the stormwater issues, have the same curb-to-curb dimensions and none of the proposals narrow the existing roadway. She said the biggest difference is in how they individually manage traffic within that basic roadway width. All proposals have a commitment to all modes of transportation, although some are better for certain modes of transportation than others and all have a commitment to enhance landscaping. She said the original conceptual plan had a 68-foot roadway section from curb to curb and included bike lanes, two travel lanes in each direction, landscaping along the edges, and pedestrian sidewalks.

Mayor Rosenthal highlighted the current project design embracing a triple canopy, which means essentially a median down the center of the roadway that serves to manage traffic and to beautify the corridor. In the Conceptual Plan, there is a middle lane which is often referred to as a "suicide lane" in which traffic flows in both directions, turning left and right throughout the corridor. That fifth center lane is essentially a continuous turn lane with unlimited access and unlimited turning. She said the current proposal has a triple canopy instead of the fifth center lane also has U-turn access and five-foot bike lanes. She said the total distance from curb to curb is 67- feet. She stressed that the drainage box culvert is in place on this proposal and fits within the existing right-of-way.

Mayor Rosenthal said a project design has also been offered by the Institute for Quality Communities (IQC), which only applies to the section between Wylie Road and Berry Road. Significantly there are two 11-foot travel lanes going both ways and 8-foot auxiliary lanes on the outside edge going either way. The auxiliary lanes are used principally for ingress and egress into businesses and the bus lane turn out to exit passengers, to take on passengers, and then come back and merge into traffic. There is a buffered bike lane between the two lanes of traffic to discourage travel between the two lanes and using the outside lane as a through lane. She said this is being proposed to transition from the commercial corridor to the residential corridor. In addition, the proposal is recommending a roundabout at Berry Road to transition into the residential area. She said it is the same width, 67 feet with a triple canopy in the middle.

She provided slides showing where the roundabout was proposed. Staff and the Federal Highway Administration have estimated there would be a reduction in accident severity by 40-60% and there are several merits for roundabouts such as gasoline reduction, slower traffic, etc.

She said all of the proposals improve upon the existing conditions and account for current and some future vehicular traffic. The question is how much will that traffic grow and provided a variety of assumptions that different authorities have made.

Mayor Rosenthal said the average vehicle miles driven per person is trending downward and *Governing Magazine* published an article pointing out that Oklahoma has seen a 5.5% decrease in driving miles since 2005. That is the national trend although Oklahoma is not as low as some of the other states. She said the question is how much growth is needed to accommodate the Lindsey Street Corridor. She highlighted the Oklahoma Department of Transportation (ODOT) traffic counts for Lindsey Street Corridor from 1995 to 2013 and said this transportation pattern has not shown much change in the last 20 years in terms of growth. She also highlighted Lindsey Street Historical Traffic Counts provided by the Association of Central Oklahoma Governments (ACOG) at I-35 and Lindsey from 1998 to 2012; McGee Street and Wylie Road from 1997-2012; 24th Avenue S.W. and McGee Drive from 1995-2008; and Wylie Road and Berry Road from 1996 to 2012. She said one part of the debate is how much additional capacity is needed. ACOG uses a 4% growth rate across the metro area and ODOT uses a .5% to 1% annual growth rate. She said this is a very large difference and Council is struggling to make a decision.

She said during the summer, IQC hosted a series of workshops and dialogues featuring internationally recognized experts on walkable, livable, streets and how they shape individual behavior and how they can leverage new investments. She asked Mr. Blair Humphreys from the University of Oklahoma to speak

specifically to this issue because this is something that was very important to our business community on Lindsey Street. She said the business community has presented City Council a petition asking that Council look at some of the issues that were raised in the IQC summer dialogues.

Mr. Blair Humphreys, Executive Director of IQC, said the University of Oklahoma (OU) sees the IQC proposal as an opportunity for Lindsey Street and has promoted this project since March of 2012. He said Lindsey Street starts on one end as a highway and at Berry Road, it becomes a residential neighborhood. He said these two polar opposites have created tension and the answer is creating places where people want to be. He said if this is done right, property values will increase. He provided photographs of 16th Street in northwest Oklahoma City fifteen years ago. He said in 2000, the surrounding community worked together to design the streetscape that would revitalize the district and within five years the community was able to fund the project that provided a new streetscape from building front to building front. He said this was project was not the same as what was proposed for Lindsey but the lessons and opportunities are the same. The stores and buildings are changing to independent types of retail uses that serve the surrounding neighborhood/community and the commercial rates and rents continue to rise. This neighborhood is 100% occupied and has 32 new businesses. The district itself is unified and operating like a community Main Street. He said recently the City of Oklahoma City conducted a study to look at increases in commercial property values for districts and street corridors throughout the city and found this plaza district on 16th Street had seen a 250% increase in commercial property values from 2005 to 2011. He said this not only impacts the commercial value of the property but also gained on average 50% more in home values than the city-wide markets.

He said there is no larger critical mass of active pedestrians and bicyclists than at Lindsey Street on campus. He said it is as close to walk or ride a bike to the east end of Lindsey Street at Berry Road as it is to Campus Corner and thousands of students cross Lindsey Street within a single hour at lunchtime. He asked if Lindsey Street has to be one type of development or could something be created for pedestrians and cyclists, that creates a better transition into the neighborhood.

Mayor Rosenthal presented three comparisons, the IQC proposal, the originally proposed project design, and enhancements that staff has supported from the IQC input as follows:

IQC proposal: Construct a continuous, raised center median to improve traffic safety

Original Proposal: *Partially Included* – two-way left turn lane along section of the corridor to allow access to 90 driveways. However, sections approaching signalized intersection have raised center median to improve safety

Enhancements by Staff: Continuous raised center median with U-turn at intersections and mid-block. U-Turn opportunities through entire length of project proposed

IQC proposal: Provide mid-block pedestrian crossings at a minimum spacing of 300 feet

Original Proposal: *Not Included.* Design included controlled crossings at signalized intersections and satisfied the typical pedestrian demand.

Enhancements by Staff: Mid-block pedestrian crossings are supported at the mid-block U-Turn locations.

IQC proposal: Provide triple canopy

Original Proposal: *Partially Included* –allows for double-canopy with trees along the right and left sides

Enhancements by Staff: Continuous raised center median with landscaping (triple canopy).

IQC proposal: Provide minimum 5-foot sidewalks on both sides

Original Proposal: *Included*

Enhancements by Staff: No change

IQC proposal: Provide colorized bike lanes

Original Proposal: *Included*

Enhancements by Staff: No change

IOC proposal: Provide colorized U-Turn lanes

Original Proposal: *Partially Included.* The City's proposed center two-way left turn proposed to be colorized for distinction.

Enhancements by Staff: With the revised raised median design and mid-block U-Turns, the colorizing will be included.

IOC proposal: Provide bold edge lines on pavement (8"-10")

Original Proposal: *Not Included.*

Enhancements by Staff: Being implemented in the City's bond project design.

IOC proposal: Provide bicycle parking

Original Proposal: *Not Included.*

Enhancements by Staff: Addition of street furniture, including bike parking is currently being implemented in the City's bond project design

IOC proposal: Modern roundabouts

Original Proposal: *Not Included.*

Enhancements by Staff: City supports a design exercise in continued collaboration with OU to pursue opportunity for modern roundabout at Lindsey and Berry.

Mr. Scott Sturtz, City Engineer, narrated a video simulation driving through an improved Lindsey Street from Interstate 35 east to Imhoff Bridge to give the audience an idea of what Lindsey Street could look like with four lanes of traffic. He pointed out various bike lanes, sidewalks, crosswalks, and canopies with landscaping.

Mayor Rosenthal said the bond project includes a segment of Lindsey Street from Berry Road across the Imhoff Bridge which is the transition from the commercial corridor to the residential area and OU gateway. She said this was included with a new bridge over Imhoff Creek with some very important stormwater management improvements under the bridge to deal with flooding issues south on Imhoff Creek. She said that bridge, while it is not yet designed and will be the subject of considerable discussion as we go forward, included a commitment to bicycle, pedestrian, and vehicular traffic all within and not-to-exceed the 66-foot right-of-way across the area. Some of the key concepts include walkability, demarking the entrance into OU, keeping the tree canopy that exists and adding additional landscaping. Those design features have not been determined. The commitment in the bond issue was not to go beyond the 66-foot right-of-way across the bridge. The section east of the bridge is not part of the bond issue but needs to be discussed at a later date with the community.

Participants in discussion

1. Mr. Harold Heiple, 218 East Eufaula Avenue, representing the Norman Developers' Council, said the Developer's Council originally supported the two-lane concept with four roundabouts but now supports Staff's plan adding the alternative of a roundabout on Berry Road
2. Mr. Nick Hathaway, OU Executive Vice President, stressed the importance of Imhoff Creek and Lindsey Street east of Berry Road staying two lanes and not over building
3. Mr. Larry Naifeh, 818 West Lindsey Street, supports beautification and safety, but is opposed to widening east of Berry Road
4. Ms. Jayne Crumpley, 423 Elm Avenue, asked questions about funding of the design concepts whether additional funds will be required
5. Mr. Shawn O'Leary, Director of Public Works
6. Mr. Joe Lester, 1100 West Lindsey Street, opposes roundabouts due to safety issues, supports Mr. Hathaway's comments, and would like the bridge to remain two lanes
7. Mr. James Greenwood, 1632 Greenbriar Avenue, opposes roundabouts and asked how much right-of-way expenses would be
8. Mr. Ty Hardiman, 620 Miller Avenue, felt Lindsey should be improved the best way possible even if it deviates from the original plan
9. Ms. Ellen Frank, 211 East Daws Street, asked if any of the proposals for Lindsey Street would change the number of vehicles that use Lindsey Street

Participants in discussion, continued

10. Mr. Randy Woods, 2221 West Lindsey Street, expressed concerns about bicycle paths and supports Staff's latest plan
11. Ms. Margaret Phillips, 1527 Lindale Circle, supports Staff's latest plan and expressed concerns about the drainage solution
12. Mr. Jim Hunt, 1013 Joe Keeley Drive, supports Staff's latest plan and opposes roundabouts
13. Ms. Ann Ryan, 923 South Flood Avenue, supports Staff's latest plan and expressed concerns about students trying to walk or bike from campus to the commercial area of Lindsey Street
14. Ms. Jacy Crosbie, 204 Mountain Oaks Drive, opposes roundabouts
15. Mr. Jerry Brust, 4708 Manor Hill Drive, said Lindsey is a major arterial and the ballot did not mention roundabouts but promised four lanes; and asked the Mayor to recuse herself from any decisions relating to OU
16. Mr. Joe Carter, 1524 Magnolia Street, asked if electric lines would be underground, wants the City to move forward with project and said OU is the economic driver for Norman and wants City to support OU's suggestions
17. Mr. Mark Campbell, Post Office Box 1531, supports roundabouts and asked why plan changed from installing several roundabouts to one and how proposed U-turns would affect cyclists
18. Mr. Scott Sturtz, City Engineer
19. Mr. David Wheelock, 2501 Butler Drive, asked for more information about the center lane being used by bicyclists
20. Ms. Becky Aquilar, 1902 Vine Street, supports Staff's latest plan and expressed concerns about roundabouts, asked if there was money in the budget to support the landscaping and if lines would be painted for pedestrians in crosswalks
21. Mr. Blair Humphreys, Executive Director of IQC, overall intention is to create an appropriate transition on Lindsey Street and supports roundabout at Berry Road
22. Mr. Jim Adair, 2824 Castlewood Drive, supports the bike lanes, landscaping, the University's proposal, and a roundabout at Berry Road
23. Councilmember Tom Kovach said this is a better project because of input from OU and asked questions about lane widths, auxiliary lanes being approved by ACOG, roundabouts, and the original design; and voiced concerns about radical changes to original plan because of what was promised to voters
24. Ms. Joy Hampton, *The Norman Transcript*, 215 East Comanche Street, asked how much right-of-way would be needed for a roundabout and is there a plan for enforcement of slower speeds
25. Ms. Mary Francis, 850C Cardinal Creek Condos, supports the City's most recent proposal and roundabouts and bicycle lanes
26. Mr. Harold Haralson, Sr., 607 South Berry Road, opposes roundabouts and supports underpasses for pedestrians at Jenkins Avenue and Lindsey Street
27. Ms. Jocelyn Wall, International Pantry, 1618 West Lindsey Street, expressed concerns about the effect the improvements, walk-able livable communities, and mixed use developments will have on local businesses and opposes roundabouts
28. Mr. Fred Pope, 1501 Navajo Road, opposes roundabouts and IQC's input and supports OU providing financial support for project and an underground railway to allow for pedestrian safety
29. Mr. Jeff Hughes, 124 West Himes Street, expressed concerns about the plan providing adequate Americans with Disabilities (ADA) accessibility
30. Ms. Michelle Sinclair, 2104 Oakridge Drive, supports Staff's latest plan and proposed a video be provided to help the public better understand the plan

Participants in discussion, continued

31. Ms. Judith Blake, 1414 Huntington Way, said she wants Lindsey to be a destination street and wants to be able to ride her bicycle and walk safely along the corridor
32. Ms. Ann Gallagher, 1522 East Boyd Street, said there will not be a reduction of drivers; supports the plan being decided by people who live in Norman, ADA accessibility, and the original plan because that is what the voters approved; expressed concerns about roundabouts being ADA accessible; and asked where funding would come from for the new plan
33. Mr. Robert L. Pendarvis, 2330 Gene McKown Drive, representing the owners of the Phillips 66 Station at the northwest corner of Berry Road and Lindsey Street, asked if additional land will be taken for right-of-way and expressed concerns about the effect the project will have on local businesses
34. Dr. Pat Garrison, 1207 Cherrystone, said traffic on Lindsey Street is terrible and opposes roundabouts and a four-lane road transitioning to two lanes at Berry
35. Mr. Richard Wall, 218 East Eufaula Avenue, opposes mixed-use development on Lindsey and expressed concerns about what will happen to local businesses

Mayor Rosenthal said an amendment to the design contract will be prepared and submitted to City Council on September 10th to include bicycle lanes, sidewalks, and a triple canopy. She said at this point no decisions have been made about including roundabouts or a transition area. She reminded everyone that all of the proposals presented this evening improve Lindsey Street over its current design, make it safer, improve the traffic flow, and make it more attractive and this was what was promised to the voters. She confirmed Lindsey Street will be widened and Council has a very serious obligation to ensure that Lindsey Street is safe and performs well for all of its various users. She thanked the audience for their attendance.

Items submitted for the record

1. Power Point Presentation entitled "Lindsey Street Improvement Project, 24th Avenue S.W. to East of Berry" Public Forum dated September 3, 2013

The meeting adjourned at 8:50 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

September 10, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:37 p.m. in the Municipal Building Conference Room on the 10th day of September, 2013, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Castleberry, Griffith, Heiple, Holman, Jungman, Kovach, Miller, Williams and Mayor Rosenthal

ABSENT: None

Item 1, being:

UPDATE FROM FREESE AND NICHOLS, L.L.C., ON THE DEVELOPMENT OF A COMPREHENSIVE TRANSPORTATION PLAN FOR THE CITY OF NORMAN.

Mr. Shawn O'Leary, Director of Public Works, said Council approved a contract with Freese and Nichols for the development of a Comprehensive Transportation Plan (CTP) in December 2012. Since that time representatives from Freese and Nichols and the Public Works Staff have been working with a 45 member CTP subcommittee.

Mr. Eddie Haas, Freese and Nichols, provided an overview of the scope and schedule of the CTP including guiding principles, goals and objectives; existing transportation systems; assessment of transportation needs; forecasting transportation conditions; developing a long range improvement plan; transportation policies and programs; and implementation strategies.

Mr. Haas highlighted guiding principles, goals, and objectives as follows:

MAKING NORMAN A SPECIAL PLACE TO LIVE

- Vibrant Norman community in 2035
- Transportation and infrastructure focus on both people and places
- Enhanced transportation choices and accessibility
- Create a unique place with lasting value
- Blends seamlessly with the character of Norman's neighborhoods, employment centers, and activity centers

MOBILITY

- Seamless system of transportation options and solutions
- Norman Moving Forward's emphasis on system management and operations, context sensitive, and complete street designs
- Range of accessible and convenient, multi-modal transportation choices that provide connections between neighborhoods and destinations

MAINTAIN AND PRESERVE EXISTING INFRASTRUCTURE

- Priority on maintenance, rehabilitation, safety, and reconstruction
- Neighborhood viability through maintaining streets, sidewalks, utilities, storm water systems, and other infrastructure facilities
- Investments balance transportation needs of the community and local neighborhoods.

FISCAL STEWARDSHIP

- Provide a detailed roadmap of actions for transportation and infrastructure improvements
- Investments maximize the benefits for multiple user groups in a way that is fiscally and environmentally responsible
- Input from community-at-large and ongoing dialogue with stakeholders

ENHANCE ECONOMIC VITALITY

- Promotes economic growth while using resources in an efficient and effective manner
- Supports a diverse, vibrant local economy with a strong tax base
- Reduces the fiscal burden on residents to provide city services

Mr. Haas said as the Norman community grows, there needs to be choices for multi-modal transportation, e.g., vehicles, bicycles, pedestrians, transit, etc. He said as part of the complete streets concept, the subcommittee is formalizing the creation of a concept for a special class of streets known as *special corridors*. The special corridors would include Flood Street, Front Street (a/k/a James Garner Boulevard), and Porter Avenue. He said the subcommittee will look at north/south access into the core area of the community while trying to maintain the integrity of the area. He said the subcommittee will review expansion of the collector network aimed at helping traffic access and circulation within the arterial grid. He said the circulation to support the arterial grid will be used to form the backbone of the bicycle/pedestrian system. He said it is important to have north/south connectivity from I-35 and that could be done by enhancing the use of 12th Avenue N.E./Sooner Road and 60th Avenue N.W./Western Avenue. He said the subcommittee will review increasing the significance of Jenkins Avenue and Chautauqua Avenue between State Highway 9 and Lindsey Street to form alternative portals to the University of Oklahoma (OU) campus. Other ideas the subcommittee will review include changing Main Street and Gray Street to two lanes with the third lane being used as a buffer and changing Porter Avenue from four lanes to three lanes and enhancing bicycle and pedestrian access along that corridor.

Councilmember Jungman asked why there are no bike lanes on urban arterial roadways in the design and Mr. Haas said the idea is to construct five to ten foot multi-purpose sidewalks or pathways along the edge of the roadway to get bicycles off the road onto safer paths.

Mayor Rosenthal said she understands the concept of special corridors and asked if the corridors would be designed individually based on what would work in that particular corridor and Mr. Haas said yes, special corridor designs are unique and there will be flexibility for long range transportation improvements.

Mr. Haas said, to date, the subcommittee has reviewed existing transportation conditions consisting of roadway networks; access management (existing impediments); daily traffic volumes; daily congestion in major corridors; parking inventory and demands; freight movements and impact; aviation land use and access; roadway inventory and maintenance; system improvements; passenger rail service; bike and pedestrian accommodations; sidewalk gaps and planned projects; and transit service.

Mr. Hass said future subcommittee meetings will include the review of programs and policies as well as short and long-range transportation improvements and there will be several public meetings and workshops. He said all information is placed on the E-Builder website to provide easy access. The CTP can also be accessed on social media sites including the City's website, Facebook, and Twitter.

Councilmember Kovach liked the treatment of special corridors because there are unique situations in those areas and breaking those out and performing overlays is a good idea. Mayor Rosenthal agreed and felt the CPT design standards fit what is currently on the ground and complete streets is a good concept. She said the community seems to be embracing the overall concept of complete streets and Norman is behind the curve on this issue. She said making that an essential part of the design is critical. Councilmember Kovach said the Association of Central Oklahoma Governments (ACOG) gives higher readiness points for complete streets.

Councilmember Kovach said the CPT includes a rail stop on Tecumseh Road and asked if the subcommittee had discussed park and ride concepts and Mr. Haas said no, the subcommittee has only discussed where rail stops should be located. Councilmember Holman suggested a rail stop be located at Rock Creek Road and Flood Street.

Councilmember Williams said the CPT is looking at funneling traffic from the north/south to other areas such as Sooner Road and Western Avenue and asked the reasoning for not having bike lanes on those streets and Mr. Haas said it is about safety purposes. He said proposals are for multi-modal paths or sidewalks to get riders onto adjacent corridors instead of on-street bike lanes.

Mayor Rosenthal said as the City moves forward with special corridor considerations, it is important to meet with stakeholders for input.

Ms. Joy Hampton, The Norman Transcript, asked the cost for one mile of a ten foot wide concrete multi-modal path and Mr. O'Leary said \$600,000 per mile. She asked how much it would cost to stripe one mile of the street for a bike lane and Mayor Rosenthal said there are a lot of variables and it is impossible to pull one figure out of the air for a per mile cost because it depends on what else is occurring in the area. Ms. Hampton felt paint would be a lot cheaper and Mr. O'Leary said if the roads were safely wide enough for bike lanes he is sure the CPT would have included them in the plan. Ms. Hampton said she did not understand the proposed Bike/Pedestrian Plan. She said every Bicycle Committee meeting she has attended she has been told that because of curb cuts sidewalks are not safe, roads are safe and she is not seeing how a multi-modal path will get her from her home to a place of business. She said the multi-modal paths all seem to be for recreational riders and she does not see any type of lifestyle community bike routes. Mr. Haas said as part of the open house in September there will be a bike specialist present to answer questions regarding the Plan.

Items submitted for the record

1. PowerPoint presentation entitled, "Norman Comprehensive Transportation Plan," CTP update, City Council Study Session, September 10, 2013

The meeting adjourned at 6:25 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

September 17, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Study Session at 5:30 p.m. in the Municipal Building Conference Room on the 17th day of September, 2013, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Castleberry, Griffith, Holman,
Jungman, Kovach, Miller, Mayor Rosenthal

ABSENT: Councilmembers Heiple and Williams

DISCUSSION REGARDING THE CURRENT CITY OF NORMAN WATER CONSERVATION PLAN AND POTENTIAL PLAN UPDATES.

Mr. Chris Mattingly, Water Treatment Plant Superintendent, highlighted the City of Norman Water Conservation Plan. He said the City obtains 65% of its water from Lake Thunderbird and the well field supplies 35% of the water. He said the City has an agreement and an emergency water connection with Oklahoma City as well. Staff utilizes the United States Drought Monitor to help make decisions on when to initiate the various stages of conservation measures and Oklahoma is currently abnormally dry. Staff monitors the lake level daily and although the lake is currently over its full mark, the City is not out of the woods because that could change in a month. He said if the City of Norman were to experience a long drought, the lake could be empty in three to six years and it is important to always keep that in mind even though the lake may currently be full. He highlighted historical water demands and said 2006 had the largest water usage in history and that year was considered to have had a short drought period.

Mr. Mattingly said the Bureau of Reclamation recalculated the lake's firm yield as 15,600 acre feet and Staff believes the lake is a 21,600 acre field, which is known as a conjunctive yield. He said Midwest City, Del City, and Norman share Lake Thunderbird and the total use for all three cities is 16,000 to 18,000 acre feet per year. He said relying on the conjunctive yield is unrealistic so the three cities have had to re-determine their allocations on the firm yield. He said Norman was overusing their conjunctive yield and has made an effort to get back within its allocation according to the conjunctive yield, but the City would have to give up 6,000 acre feet to get within the firm yield.

Ms. Kathryn Walker, Assistant City Attorney, highlighted current conservation efforts that includes installing drip irrigation systems in medians; requiring rain sensors and freeze gauges for irrigation systems; requiring low flow plumbing fixtures in new construction; a Meter Testing and Replacement Program for more accurate readings and assistance in detecting leaks; strategically located isolation valves to help reduce water loss; urban pipe flushing of new water mains; limiting free flushing of new water mains; requiring all new or replacement plants and trees on City property to be drought resistant; and implementing a system that allows the Water Reclamation Facility (WRF) to use treated effluent instead of potable water to wash down equipment (500 million gallons per year). She said the City is working with the Oklahoma Department of Environmental Quality (ODEQ) to be allowed to spray treated effluent on compost instead of potable water. The City uses an inverted/inclining block rate structure so the less water you use the less you have to pay, which encourages customers to conserve more.

Ms. Walker highlighted the current water rates and said Norman has a \$4.00 base rate. She said Norman occasionally buys water from Oklahoma City (OKC) during the summer and OKC's base rate is currently \$6.56, but that is scheduled to increase to a base rate of \$13.75 plus \$5.23 per thousand gallons on October 1, 2013. She said Norman is not collecting that money from customers so when the City purchases water from OKC, Norman is losing money.

Ms. Walker said OKC has implemented a new progressive water conservation measure so they are always on a mandatory year round odd/even watering system. She said OKC obtains their water from several lakes and when the combined lake levels drop, they amp up their conservation efforts. When lakes are down 50% or more OKC only allows watering two days per week then one day per week and eventually bans all outdoor watering. She said Lake Thunderbird dropped down to around 56% at the worst point of the drought this year and Staff was considering imposing Stage 3 conservation measures, then it rained. She said that was very scary because Norman is solely dependent on Lake Thunderbird.

Ms. Walker said under Norman's current conservation plan, stage restrictions are implemented by the City Manager and Stage 2 and Stage 3 measures require a proclamation to provide notice to the public. She said failure to comply to the conservation measures can result in a citation; however, the City's practice has been to issue warnings first to achieve compliance. She said non-compliance is generally a public education issue. Stage 3 has not been implemented in Norman since the plan was adopted.

Ms. Walker highlighted proposed conservation measures. She said Stage 1 would no longer be voluntary, it would be mandatory odd/even watering year round to include no watering between 9:00 a.m. and 6:00 p.m.; increasing public education efforts; reducing non-essential City water usage; and allowing hand watering and soaker hoses every day. She said Stage 2 would be moderate conservation triggered by demand being higher than supply; a reduction in long term source of supply; lake levels dropping to 1,033 feet or 69% of the conservation pool; and a large portion of the distribution system being temporarily out of service. Stage 2 restrictions would include waiting to establish new landscaping; eliminating non-essential City use; reducing splash pad operation by two hours per day; no washing down paved surfaces; no excessive water runoff; landscape watering allowed two days per week; and allowing hand watering and soaker hoses every day. She said Stage 2 restrictions include no washing cars except at commercial car washes and the City Council Oversight Committee is recommending that restriction be moved to Stage 3 and be allowed on the citizen's odd/even day in Stage 2. She said Norman's current Stage 2 plan prohibits watering on Wednesdays and Thursdays, but the Oversight Committee liked OKC's plan of allowing even numbered single family addresses to water on Sunday and Thursday, odd numbered single family addresses to water Saturday and Wednesday, and all others to water Tuesday and Friday. Stage 3 would be severe conservation triggered by demand being higher than supply; a reduction in water pressure; lake levels dropping to 1031 feet or 69% of the conservation pool; if Stage 2 is ineffective; if the Central Oklahoma Master Conservancy District (COMCD) requested more than a 10% reduction; and if a large portion of the distribution system is temporarily out of service. Stage 3 restrictions would include landscape watering on solid waste collection days only; allowing hand watering and soaker hoses every day; turning off City splash pads; no use of potable water to fill lakes and ponds; and no use of potable water for dust control, compaction or wash downs at construction sites.

Ms. Walker said the proposed conservation plan would also include the addition of Stage 4 and Stage 5. Stage 4 would be emergency conservation triggered by lake levels dropping to 1028.5 feet or 50% of the conservation pool. Restrictions would limit hand watering and soaker hoses in gardens and flower beds only and commercial car washes with recycling operations only. The proposed plan would also include the addition of Stage 5 which would be extreme conservation triggered by lake levels dropping to 1025 feet or 37% of the conservation pool. Restrictions would include a ban on all outdoor watering and washing of vehicles. Ms. Walker said OKC has a variance process to help businesses that may not be able to comply to restrictions and Norman could do the same.

Ms. Walker said if Council decides to adopt an odd/even year round plan she would suggest codifying that by ordinance. She said currently, the WCP policy is adopted by resolution, but if the plan is going to be permanent it should be in an ordinance.

Councilmember Castleberry said currently the lake is full and excess water is being drained and he was concerned about the City rationing when there is plenty of water. He said it does not make sense to tell people they need to conserve when water is being drained from the lake because it is too full. Mr. Mattingly said one benefit to an odd/even conservation plan is less stress on the infrastructure because less people are watering on a daily basis. Councilmember Kovach said spending \$500,000 a year for OKC emergency water to pour onto lawns and was a good reason to be conservative. He said it is not a supply problem it is an equipment capacity problem. He said the Corps of Engineers are the ones draining the excess water and the City has no influence on that. Councilmember Griffith said the Corps of Engineer's goal of removing excess water is flood control so if there is a huge rain event the lake is not deluged and the damn is not compromised, which could cause severe flooding in areas. Ms. Walker said the idea of conservation is not only to give equipment some relief and getting citizens into the practice of conserving it is also to ensure Norman does not have to purchase water from anyone else and stays within its allocation.

Mayor Rosenthal said if there is excess water in the lake and the Corps of Engineers decide to drain that, then that means it has been raining, which means lawns do not need to be watered every day. She said if firm yield is imposed as the standard for determining allocation, Norman is way over that usage even in years of lower water demand so this is a way of regularizing citizen's usage that will help the system and prepare Norman for potential changes in the firm yield. She said the plan should be called "Normal Water Conservation" because odd/even watering is basic, normal, and a good practice of water conservation. She said Norman needs to be cognizant of its allocation.

Councilmember Miller said she understands Councilmember Castleberry's concerns and believes that is why it is imperative the City do a good job of explaining conservation efforts to the public. She said the City has to look at long term water supply and the capacity and it makes sense to get citizens in the habit of doing something that is the best thing to do in the long run. She said Norman is going to continue to grow and will need more water.

Councilmember Castleberry said there is a financial impact to the City not selling water. Councilmember Kovach said the City is reviewing a 50 year water plan and when projecting needs for the future the City is looking at building infrastructure to meet peak use, not average daily use. He said the City will be looking at the building capacity for peak usage and if peak usage can be reduced, the City can save the taxpayers millions of dollars. He said many citizens want odd/even conservation measures year round because it makes sense and it does not hurt anything. Councilmember Castleberry asked what the City should say to citizens who ask what right the government has in denying them the right to use water that is plentiful and Mayor Rosenthal said water that is here today could be unavailable in a matter of months. Councilmember Kovach said it is good planning to have certain things in place all the time and government has the obligation to protect the greater population. He said governments have been regulating water use and water quality since the 1600's. Councilmember Castleberry said he would like to know the financial impact of using less water versus paying for over allotment use and purchasing water from OKC.

Councilmember Holman said citizens need to also know that although the lake if full, the City's allocation amount does not change and the City has historically gone over their allocations for decades. Councilmember Jungman said if the City has gone over the firm yield for thirty years, what is the downside to continuing to go over that yield and Mr. Mattingly said that in a three year period Norman could see the Lake Thunderbird empty.

Mayor Rosenthal said conservation is needed and that is why OKC and other communities have adopted an odd/even plan. Councilmember Kovach said citizens need to think about conservation all the time whether it is a wet or dry season.

Ms. Amanda Nairn, Chairman of the Environmental Control Advisory Board (ECAB), said now is the time to start conservation efforts year round because the horrible drought over the past two or three years is still fresh in everyone's mind. She said citizens that normally do not care about water became very concerned. She said the longer the City waits and the more it rains, the less people will want to jump on board with year round conservation. Mayor Rosenthal asked how many rain barrels ECAB has distributed and Ms. Nairn said 800 to 900, but ECAB could have given away many more if they had been available. Mayor Rosenthal asked if ECAB had discussed year round conservation and Ms. Nairn said yes and ECAB had sent a letter to the City in March 2013, encouraging once a week watering, but that was before the rains came. Ms. Nairn felt conservation will happen whether it happens now or six months from now because if the City does not conserve there may eventually be no water to drink. Mayor Rosenthal said ECAB is sponsoring a Water Wise Workshop regarding stormwater on September 26, 2013, from 6:30 p.m. to 8:00 p.m.

Councilmember Kovach said Staff should begin drafting an ordinance and if the City is serious about water conservation and looking at the future then now is the time to sit down with the development community to discuss gray water reuse and cisterns in new developments.

Councilmember Griffith said an inch and a half of water once a week will keep your lawn green so any more than that is wasteful and education will be the key to making citizens aware of this.

Mayor Rosenthal said it is time for normal conservation efforts to be the rule. She felt there was consensus from Council to move forward and asked Staff to include information in the educational process regarding the financial impact of conservation.

Items submitted for the record

1. Memorandum dated September 12, 2013, from Ken Komiske, Director of Utilities, and Steve Lewis, City Manager, to Honorable Mayor and Councilmembers
2. Oklahoma City Watering Restrictions
3. City of Norman Water Conservation Plan 2011 as amended through February 26, 2013
4. PowerPoint presentation entitled, "Water Conservation Plan Update," dated September 17, 2013

The meeting adjourned at 6:27 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

September 24, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Conference Room on the 24th day of September, 2013, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Castleberry, Heiple,
Holman, Griffith, Kovach, Miller,
Williams, and Mayor Rosenthal

ABSENT: Councilmember Jungman

PRESENTATION OF THE CITY OF NORMAN SIGNAGE AND WAYFINDING PLAN BY THE PUBLIC WORKS DEPARTMENT AND THE PROJECT TEAM.

Mr. Shawn O'Leary, Director of Public Works, said the Norman Signage and Wayfinding Plan (Plan) is the result of a partnership between the City of Norman, the Norman Convention and Visitors' Bureau (NCVB), and the Norman Chamber of Commerce (Chamber). He said the goals and objectives of the Plan is to design an easily understood user-friendly distinct navigational system guiding visitors to and from City destinations; promote tourist, historical, and cultural destinations as well as support and assist the local retail market; build upon existing identity for the City; reflect in the wayfinding components and in overall marketing; and identify potential funding sources for future wayfinding implementation.

Mr. O'Leary introduced Mr. Karl Stickley, Guernsey Engineers, and Ms. Kelly Kolar, Kolar Designs, and said representatives from the NCVB and the Chamber are in attendance as well. Ms. Kolar said the Project Committee and partners examined benchmark cities to create a first class welcome to Norman that will celebrate what is unique to the City of Norman as well as add to the quality of life. She said Norman's gateways were discussed and a strategy exists with the Oklahoma Department of Transportation (ODOT) due to the I-35 renovation. Ms. Kolar said because of this unique timing; she felt Norman should celebrate its connections to the major highways in the area, the overall unique character identities of the neighborhoods, and honor the City's heritage.

Ms. Kolar said signage connects the assets of a City through an integrated approach and a comprehensive collection of signs were studied to help determine how the City could better connect visitors and others. She highlighted the sign criteria and said they were broken down into three categories:

- Major Destinations: Destinations that have the largest attendance figures, draw from a national and regional audience, and meet all ODOT requirements;
- Primary Destinations and Districts: Appear on primary streets leading from highway and destinations that have a large attendance figures and draw from a regional audience; and
- Secondary/Tertiary Destinations: Street Trailblazing and Pedestrian Signage – appears on primary streets within districts and corridors.

Ms. Kolar highlighted the *major destinations* as US Highway 77 (southbound only) –Max Westheimer Airport and Downtown; Tecumseh Road - Norman Healthplex, University North Park, and Max Westheimer Airport; Robinson Street - Cleveland County Fairgrounds, Norman Regional Hospital, University North Park and Max Westheimer Airport; Main Street - Campus Corner, Downtown, and University of Oklahoma (OU); Lindsey Street - Norman Welcome Center, OU, and OU Memorial Stadium; and Highway 9 – Lake Thunderbird State Park, Lloyd Noble Center, Museum of Natural History, and the National Weather Center.

The *primary destinations* and districts include: Tecumseh Road - Norman Conference Center at University North Park; Robinson Street - Griffin Park at Cleveland County Fairgrounds, Norman Conference Center at University North Park; Griffin Hospital and Westwood Park at Max Westheimer Airport; Main Street - Courthouse, City Hall, Public Library, Santa Fe Depot, and Sooner Theatre at Downtown; and Highway 9 - Norman Center for Employee Development (NCED) Conference Center at the National Weather Center.

Ms. Kolar said a master list of destinations within Norman was developed and evaluated based upon ODOT criteria for highway signage. The majority of potential destinations met ODOT criteria; therefore, the project team developed additional criteria and recommended one, two, or all of the following categories for inclusion in Norman's program to include:

- Publically owned;
- Not-for-profit organization;
- Educational institution serving over 400 attendees;
- Providing services to the general public with capacity of over 200 visitors;
- Annual attendance – minimum 10,000;
- Regional significance; and
- Host to major events

Ms. Kolar highlighted potential future additions to the system to include: building ID, parking ID/regulatory, transit system, neighborhood ID, and pedestrian sign types, i.e., directional, map, kiosk, and posting kiosk.

Ms. Kolar said the Project Team was charged with looking very specifically at the roadway signage system and after a series of meetings the Project Team began to understand and create a “kit of parts,” of the sign design i.e., City and OU flags, existing identities, ODOT color palette (ODOT blue and ODOT red), the typography, e.g. frutiger and times new roman, and the pattern of ODOT prairie grass. She said the final recommended “kit of parts,” is only a design concept stage and she said there will be a future phase of design, development, and execution for the final Plan. She said from a conceptual standpoint the Project Team began looking and polling the City of Norman icon (gear and sun) knowing that other icons could be added to it and create an element that could become the ornamental topper on the signage system. Ms. Kolar said the integrated approach of combining the assets include the City of Norman flag element (gear and sun) which is existing and recognizable, along with the introduction of the Chambers logo (slight arch element meaning “always looking along the horizon.” She said the remaining part of the signage is purely functional. Ms. Kolar highlighted elements and examples for the sign family in comparison to highway signage to include vehicular directional, parking directional, transit location, bus stop, neighborhood gateway and university districts, neighborhood street signs, and pedestrian directory, which could all celebrate Norman. She said the primary signage type is a modular system that can be added to and built over time and can also be revised for the potential future application and expansion.

Mr. O’Leary said the NCVB and Chamber have formerly adopted the Plan and a pilot project for Main Street is proposed. He said the signs have not been designed yet, but the preliminary opinion is that the Main Street pilot program is estimated to be \$80,160 as follows:

• Small: (1)	\$2,700 each	\$2,400 installation each	\$ 5,100
• Medium: (5)	\$3,300 each	\$2,400 installation each	\$28,500
• Large: (2)	\$4,200 each	\$2,400 installation each	\$13,200
• Design Fee Allowance			\$20,000
• Contingency – 20%			<u>\$13,360</u>
		TOTAL	\$80,160

Mr. O’Leary said the costs do not include freeway signage; assumed cost share with ODOT; and signs are classified as follows: small: two or fewer destinations, medium: three destinations, and large: four or more destinations.

Mr. O’Leary said the Plan implementation process will include administrative actions to include:

- The City, NCVB, and Chamber should update the partnerships’ Memorandum of Understanding (MOI) to address roles and implementation;
- A standardized signage code to regulate public and private signs should be developed and enforced;
- A standing committee should be established to review signage applications and to monitor the Wayfinding Program; and
- Following a successful Pilot Project, the full scope of Phase I of the Plan project could be implemented for approximately \$256,000.

Mr. O’Leary said the funding strategies options include Capital and General Funds, as well as sponsorships by entities included on signage to contribute to installation and maintenance expenses. He said districts may work with the City to develop iconography and specific plans for district attractions. Mr. O’Leary said special funding mechanisms can be utilized such as special improvement districts, etc. He said grant funding may also be available, e.g., Federal Highways/Transportation Enhancements; Community Development Block Grant (CDBG); Oklahoma Tourism and Recreation; and Oklahoma Arts Council.

Mr. O’Leary said Phase I includes coordination with ODOT for signage along southbound and northbound I-35. He said now is the time to interject with the replacement of signs on I-35 what the new signs would say/read. Phase I would also include northern tier signage at Norman Healthplex, Max Westheimer Airport, and Cleveland County Fairgrounds, central tier signage for locations north of Robinson Street and south of Lindsey Street, and southern tier signage for areas south of Lindsey Street. Mr. O’Leary said the estimated costs for the NSWP Phase I of the Plan do not include freeway signage; assumed cost share with ODOT; and costs assume prior installation of Pilot Project signage. He said each sign will have a \$2,400 installation fee and additional costs are as follows:

<u>North: \$72,000</u>		
• Small (8)	\$2,700 + Installation	\$40,800 each sign
• Medium (2)	\$3,300 + Installation	\$11,400 each sign
• Large (3)	\$4,200 + Installation	\$19,800 each sign
<u>Central: \$42,900</u>		
• Small (1)	\$2,700 + Installation	\$ 5,100 each sign
• Medium (2)	\$3,300 + Installation	\$11,400 each sign
• Large (4)	\$4,200 + Installation	\$26,400 each sign
<u>South: \$73,500</u>		
• Small (7)	\$2,700 + Installation	\$35,700 each sign
• Medium (2)	\$3,300 + Installation	\$11,400 each sign
• Large (4)	\$4,200 + Installation	\$26,400 each sign
• Design Fee Allowance:		\$25,000
• Contingency (20%)		<u>\$42,680</u>
	TOTAL	\$256,080

Mr. O'Leary said by implementing the Plan, the partners and community stakeholders can increase the value and recognition of Norman's brand and meet the goals set forth for the initiative. He said future steps include:

- Council consideration for adopting the Plan by resolution;
- Coordination with ODOT regarding I-35 signage;
- Development of Pilot Project (design and implementation), including final design of sign elements;
- Explore grant opportunities for wayfinding;
- Pursue public/private partnerships for project funding; and
- Development of Phase I signage (design and implementation)

Councilmember Kovach asked if adopting the Plan would commit the City to completing projects beyond the pilot project. Mr. O'Leary said the resolution adopting the concept would need to address particular principles of the Plan, but going forward the Plan will be a capital project budget issue, general budget issue, and/or grant application issue. He said he does not foresee the resolution committing to any specific practice or funding.

Councilmember Kovach asked whether the City, NCVB, Chamber, or a Committee would operate the public/private partnership program and sell space on the signage. Mr. O'Leary said that particular topic will still need to be worked out and felt one option is the partnership between City, NCVB, and Chamber could request a citizen committee to be Council appointed.

Mr. O'Leary said once the signs are up they must be well-maintained and Ms. Kolar said the Project Team made sure to design a responsible and sustainable signage system that could be maintained and continued over time by in-house City Staff.

Councilmember Kovach said he is supportive of a Main Street pilot program, but felt like more details needed to be researched regarding the infrastructure of the program as well as how the program will work. He said he supports a list of signs to be submitted to ODOT and encouraged Staff to separately pursue building some sort of infrastructure together on how the program will be handled.

Councilmember Castleberry asked about the Plan timeframe and Mr. O'Leary said it would be approximately three (3) years if funding is not an issue. Councilmembers Castleberry and Miller supported moving forward with a partnership with NCVB and the Chamber and asked if NCVB and the Chamber had any funding commitments. Mr. O'Leary said Staff can draft a resolution that adopts the NSWP concept for Council consideration. He said the next step for Council consideration will be the Main Street pilot project, whether it will be part of budget process or part of a grant application.

Mr. John Woods, President, Norman Chamber of Commerce, said the Main Street pilot program Phase I meets universal criteria for business partnerships regarding directional signage, e.g., Campus Corner, Lindsey Street Corridor, Downtown, etc. He felt interstate signage needed to be address with ODOT immediately.

Mayor Rosenthal said she supports adopting the sign code design concept, i.e., family of signs, designations of major, primary, and secondary signs; however, not a neighborhood sign system at this time. She said adopting the Plan design concept at this time will allow Staff and the Project Team to begin discussions with ODOT regarding I-35 signage. Mayor Rosenthal asked whether the signage proposals for the "Norman Welcome Center" at Lindsey Street will be the right/future NCVB location and suggested making certain before the City submits it to ODOT. She felt the Community Planning and Transportation Committee could work through the Plan details and particulars.

Items submitted for the record

1. PowerPoint presentation entitled "City of Norman Signage and Wayfinding Plan Presentation to the City of Norman City Council," dated September 24, 2013

Participants in discussion

1. Mr. Shawn O'Leary, Public Works Director
2. Mr. Karl Stickley, Guernsey Engineers
3. Ms. Kelly Kolar, Kolar Design

The meeting adjourned at 6:25 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL MINUTES
NORMAN UTILITIES AUTHORITY MINUTES
NORMAN MUNICIPAL AUTHORITY MINUTES
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES

September 24, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building on the 24th day of September, 2013, at 6:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and at the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Castleberry, Griffith,
Heiple, Holman, Kovach, Miller,
Williams, Mayor Rosenthal

ABSENT: Councilmember Jungman

The Pledge of Allegiance was led by Mayor Rosenthal.

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Item 3, being:

CONSIDERATION OF APPROVAL OF MINUTES AS FOLLOWS:

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION MINUTES OF
AUGUST 26, 2013
CITY COUNCIL SPECIAL SESSION MINUTES OF SEPTEMBER 10, 2013
CITY COUNCIL MINUTES OF SEPTEMBER 10, 2013
NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 10, 2013
NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 10, 2013
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF SEPTEMBER 10, 2013

Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, Councilmember Kovach moved that the minutes be approved and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. GID-1314-16 dated September 18, 2013, by Brenda Hall, City Clerk
2. City Council Community Planning and Transportation Commission minutes of August 26, 2013
3. City Council Special Session minutes of September 10, 2013
4. City Council minutes of September 10, 2013
5. Norman Utilities Authority minutes of September 10, 2013
6. Norman Municipal Authority minutes of September 10, 2013
7. Norman Tax Increment Finance Authority minutes of September 10, 2013

and the question being upon approving the minutes and upon the subsequent directive, a vote was taken with the following result:

PRESENT: Councilmembers Castleberry, Griffith,
Heiple, Holman, Kovach, Miller,
Williams, Mayor Rosenthal

NAYES None

The Mayor declared the motion carried and the minutes approved; and the filing thereof was directed.

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Item 4 being:

PRESENTATION OF THE MAYOR'S CITIZENSHIP AWARDS TO STUDENTS FROM MCKINLEY ELEMENTARY SCHOOL.

Mayor Rosenthal and Councilmember Holman presented Citizenship Awards to students from McKinley Elementary School.

Items submitted for the record

1. Text File No. GID-1314-36 dated September 9, 2013, by Carol Coles, Administrative Assistant

Participants in discussion

1. Students receiving Citizenship Awards were Carissa Brischoff, Addison Crow, Alan Durham, Lucy Kershen, Ben Liesenfeld, Natalie Patison, Kaitlyn Picard, Olivia Picard, Blake Starling, Madi Stockton, and Eli Wade
2. Ms. Carol Emerson, Principal of McKinley Elementary School, said these students were selected as representatives of good citizens of Truman Elementary School

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Item 5, being:

PROCLAMATION NO. P-1314-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2013, AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF NORMAN.

Councilmember Kovach moved that receipt of Proclamation No. P-1314-5 proclaiming the month of October, 2013, as Domestic Violence Awareness Month in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. P-1314-5 dated September 9, 2013, by Brenda Hall, City Clerk
2. Proclamation No. P-1314-5

Participants in discussion

1. Mr. Dustin Karam, Cleveland County Coordinated Response Team Chair, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation P-1314-5 proclaiming the month of October, 2013, as Domestic Violence Awareness Month in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

PRESENT:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
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NAYES	None
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The Mayor declared the motion carried and receipt of Proclamation No. P-1314-5 proclaiming the month of October, 2013, as Domestic Violence Awareness Month in the City of Norman acknowledged; and the filing thereof was directed.

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Item 6, being:

PROCLAMATION NO. P-1314-6: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, OCTOBER 1, 2013, AS "NATIONAL NIGHT OUT IN THE CITY OF NORMAN.

Councilmember Kovach moved that receipt of Proclamation No. P-1314-6 proclaiming Tuesday, October 1, 2013, as "National Night Out" in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. P-1314-6 dated September 9, 2013, by Brenda Hall, City Clerk
2. Proclamation No. P-1314-6

Participants in discussion

1. Mr. Keith Humphrey, Police Chief, accepted the proclamation and thanked the Council

Item 6, continued:

and the question being upon acknowledging receipt of Proclamation No. P-1314-6 proclaiming Tuesday, October 1, 2013, as "National Night Out" in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

PRESENT: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES None

The Mayor declared the motion carried and receipt of Proclamation No. P-1314-6 proclaiming Tuesday, October 1, 2013, as "National Night Out" in the City of Norman acknowledged; and the filing thereof was directed.

Item 7, being:

PROCLAMATION NO. P-1314-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, SEPTEMBER 28, 2013, AS ST. VINCENT DE PAUL FRIENDS OF THE POOR® WALK DAY IN THE CITY OF NORMAN.

Councilmember Kovach moved that receipt of Proclamation No. P-1314-7 proclaiming Saturday, September 28, 2013, as St. Vincent de Paul Friends of the Poor® Walk Day in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. P-1314-6 dated September 9, 2013, by Brenda Hall, City Clerk
2. Proclamation No. P-1314-6

Participants in discussion

1. Michael McInerney, St. Vincent de Paul Society of Norman, accepted the proclamation and thanked the Council
2. Mr. Mark Campbell, Post Office Box 1531, made comments

and the question being upon acknowledging receipt of Proclamation No. P-1314-7 proclaiming Saturday, September 28, 2013, as St. Vincent de Paul Friends of the Poor® Walk Day in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

PRESENT: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES None

The Mayor declared the motion carried and receipt of Proclamation No. P-1314-7 proclaiming Saturday, September 28, 2013, as St. Vincent de Paul Friends of the Poor® Walk Day in the City of Norman acknowledged; and the filing thereof was directed.

Item 8, being:

PROCLAMATION NO. P-1314-8: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 23 THROUGH 27, 2013, AS STORMWATER AWARENESS WEEK IN THE CITY OF NORMAN.

Councilmember Kovach moved that receipt of Proclamation No. P-1314-8 proclaiming the week of September 23 through 27, 2013, as Stormwater Awareness Week in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. P-1314-8 dated September 18, 2013, by Brenda Hall, City Clerk
2. Proclamation No. P-1314-8

Participants in discussion

1. Ms. Amanda Nairn, Chairman of the Environmental Control Advisory Board, accepted the proclamation and thanked the Council

Item 8, continued:

and the question being upon acknowledging receipt of Proclamation No. P-1314-8 proclaiming the week of September 23 through 27, 2013, as Stormwater Awareness Week in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

PRESENT: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES None

The Mayor declared the motion carried and receipt of Proclamation No. P-1314-8 proclaiming the week of September 23 through 27, 2013, as Stormwater Awareness Week in the City of Norman acknowledged; and the filing thereof was directed.

Item 9, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 10 through Item 26 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Holman; and the question being upon the placement on the consent docket by unanimous vote of Item 10 through Item 26, a vote was taken with the following result:

PRESENT: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES None

The Mayor declared the motion carried and Item 10 through 26 were placed on the consent docket by unanimous vote.

Item 10, being:

SUBMISSION OF THE FIFTH INCLUSIVE COMMUNITY REPORT SUBMITTED BY THE HUMAN RIGHTS COMMISSION.

Councilmember Kovach moved that receipt of the report be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. RPT-1314-21 dated September 9, 2013, by Carol Coles, Administrative Assistant
2. Memorandum dated August 26, 2013, from Human Rights Commission to the Honorable Mayor and Council
3. Inclusive Community Discussion dated August 26, 2013, from the Norman Human Rights Commission to the Honorable Mayor and Council

and the question being upon acknowledging receipt of the report and upon the subsequent directive, a vote was taken with the following result:

PRESENT: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES None

The Mayor declared the motion carried and receipt of the report acknowledged; and the filing thereof was directed.

Item 11, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF AUGUST 31, 2013, AND DIRECTING THE FILING THEREOF.

Councilmember Kovach moved that receipt of the report be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

- 1. Text File No. RPT-1314-19 dated September 6, 2013, by Anthony Francisco, Director of Finance
- 2. Finance Director's Investment Report as of August 31, 2013

Participants in discussion

- 1. Mr. Anthony Francisco, Director of Finance

and the question being upon acknowledging receipt of the report and upon the subsequent directive, a vote was taken with the following result:

PRESENT:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
NAYES	None

The Mayor declared the motion carried and receipt of the report acknowledged; and the filing thereof was directed.

* * * * *

Item 12, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF AUGUST, 2013, AND DIRECTING THE FILING THEREOF

Councilmember Kovach moved that receipt of the reports be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

- 1. Text File No. RPT-1314-20 dated September 9, 2013, by Carol Coles, Administrative Assistant
- 2. Monthly Departmental Reports for the month of August, 2013

Participants in discussion

- 1. Mr. Anthony Francisco, Director of Finance
- 2. Mr. Ken Komiske, Director of Utilities

and the question being upon acknowledging receipt of the reports and upon the subsequent directive, a vote was taken with the following result:

PRESENT:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
NAYES	None

The Mayor declared the motion carried and receipt of the reports acknowledged; and the filing thereof was directed.

* * * * *

Item 12, continued:

and the question being upon acknowledging receipt of the reports and upon the subsequent directive, a vote was taken with the following result:

PRESENT:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
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NAYES	None
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The Mayor declared the motion carried and receipt of the reports acknowledged; and the filing thereof was directed.

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Item 13, being:

CONSIDERATION AND AWARDING OF BID NO. 1314-13 FOR THE PURCHASE OF BUILDINGS AND CONTENTS INSURANCE.

Councilmember Kovach moved that all bids meeting specifications be accepted and the bid in the amount of \$120,893 be awarded to Affiliated FM as the lowest and best bidder meeting specifications, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. BID-1314-13 dated September 9, 2013, by Clint Mercer, Chief Accountant
2. Response to City of Norman Invitation to Bid 1314-13, Commercial Property and Equipment Breakdown, dated September 4, 2013, presented by Aaron Horton, Producer, Arthur J. Gallagher Risk Management Services, Inc.
3. Listing of vendors
4. Blank form for Bidders for Bid No. 1314-13 dated September 5, 2013 with attached 2011 property schedule list
5. Bid No. 1314-13 from Arthur J. Gallagher Risk Management Services, Inc., in the amount of \$120,893 for Option One

and the question being upon accepting all bids meeting specifications and upon the subsequent awarding of the bid, a vote was taken with the following result:

PRESENT:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
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NAYES	None
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The Mayor declared the motion carried and all bids meeting specifications accepted; the bid in the amount of \$110,893 was awarded to Affiliated FM as the lowest and best bidder meeting specifications.

* * * * *

Item 14, being:

CONSIDERATION AND AWARDING OF BID NO. 1314-16 FOR THE PURCHASE OF COPPER METER YOKES FOR WATER METERS, HDPE METER BOXES WITH CAST IRON LIDS, AND WATER LINE REPAIR CLAMPS FOR THE LINE MAINTENANCE DIVISION.

Acting as the Norman Utilities Authority, Trustee Kovach moved that all bids meeting specifications on Copper Meter Yokes be accepted and the bid in the amount of \$90.96 each be awarded to OKC Winwater Works as the lowest and best bidder meeting specifications, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. BID-1314-16 dated September 13, 2013, by David Hager, Line Maintenance Superintendent
2. Bid tabulation dated September 5, 2013, for Copper Meter Yokes for Water Meters

Item 14, being:

Items submitted for the record

1. Text File No. BID-1314-16 dated September 13, 2013, by David Hager, Line Maintenance Superintendent
2. Bid tabulation dated September 5, 2013, for HDPE Meter Boxes with Cast Iron Lids; Water Line Repair Clamps for Section 5, 6 x 8-inch; Section 7, 6 x 15-inch; Section 11, 8 x 8-inch; Section 13, 8 x 15-inch; Section 26, 2 x 12-inch with 3/4-inch CC Thread Tap; Section 28, 2 x 12-inch with 1-inch CC Thread Tap; Section 34, 6 x 15-inch with 3/4-inch CC Thread Tap; and Section 36, 6 x 15-inch with 3/4-inch CC Thread Tap

and the question being upon accepting all bids meeting specifications on HDPE Meter Boxes with Cast Iron Lids and Sections 5, 7, 11, 13, 26, 28, 34, and 36 and upon the subsequent awarding of the bid, a vote was taken with the following result:

PRESENT: Trustees Castleberry, Griffith, Heiple,
Holman, Kovach, Miller, Williams,
Chairman Rosenthal

NAYES None

The Chairman declared the motion carried and all bids meeting specifications on HDPE Meter Boxes with Cast Iron Lids and Sections 5, 7, 11, 13, 26, 28, 34, and 36 accepted; and the bid was awarded to HD Waterworks Supply, Inc., as the lowest and best bidder meeting specifications.

Thereupon, Trustee Kovach moved that all bids meeting specifications on Sections 1, 2, 25, and 27 to American Waterworks Supply, Inc., as the lowest and best bidder meeting specifications, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. BID-1314-16 dated September 13, 2013, by David Hager, Line Maintenance Superintendent
2. Bid tabulation dated September 5, 2013, for Water Line Repair Clamps, Section 1, 2 x 6-inch; Section 2, 4 x 6-inch; Section 25, 2 x 6-inch with 3/4-inch CC Thread Tap; and Section 27, 2 x 6-inch with 1-inch CC Thread Tap

and the question being upon accepting all bids meeting specifications on Sections 1, 2, 25, and 27 and upon the subsequent awarding of the bid, a vote was taken with the following result:

PRESENT: Trustees Castleberry, Griffith, Heiple,
Holman, Kovach, Miller, Williams,
Chairman Rosenthal

NAYES None

The Chairman declared the motion carried and all bids meeting specifications on Sections 1, 2, 25, and 27 accepted; and the bid was awarded to American Waterworks Supply, Inc., as the lowest and best bidder meeting specifications.

Thereupon, Trustee Kovach moved that all bids meeting specifications on for Sections 3, 4, 6, 8-10, 12, 14-24, 29-33, 35, and 37-42 be awarded to Powerseal Pipeline Products, Inc., as the lowest and best bidder meeting specifications, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. BID-1314-16 dated September 13, 2013, by David Hager, Line Maintenance Superintendent
2. Bid tabulation dated September 5, 2015, for Water Line Repair Clamps, Section 3, 4 x 8-inch; Section 4, 4 x 12-inch; Section 6, 6 x 12-inch; Section 8, 6 x 20-inch; Section 9, 6 x 24-inch; Section 10, 6 x 30-inch; Section 12, 8 x 12-inch; Section 14, 8 x 20-inch; Section 15, 8 x 30-inch; Section 16, 12 x 15-inch; Section 17, 12 x 20-inch; Section 18, 12 x 24-inch; Section 19, 12 x 30-inch; Section 20, 14 x 20-inch; Section 21, 16 x 20-inch; Section 22, 16 x 30-inch; Section 23, 24 x 24-inch; Section 24, 30 x 36-inch; Section 29, 4 x 8-inch with 3/4-inch CC Thread Tap; Section 30, 4 x 12-inch with 3/4-inch CC Thread Tap; Section 31, 4 x 8-inch with 1-inch CC Thread Tap; Section 32, 4 x 12-inch with 1-inch CC Thread Tap; Section 33, 6 x 8-inch with 3/4-inch CC Thread Tap; Section 35, 6 x 8-inch with 1-inch CC Thread Tap; Section 37, 8 x 8-inch with 3/4-inch CC Thread Tap; Section 38, 8 x 15-inch with 3/4-inch CC Thread Tap; Section 39, 8 x 8-inch with 1-inch CC Thread Tap; Section 40, 8 x 15-inch with 1-inch CC Thread Tap; Section 41, 12 x 15-inch with 3/4-inch CC Thread Tap; and Section 42, 12 x 15-inch w/1-inch CC Thread Tap

Item 14, continued:

and the question being upon accepting all bids meeting specifications on Sections 3, 4, 6, 8-10, 12, 14-24, 29-33, 35, and 37-42 and upon the subsequent awarding of the bid, a vote was taken with the following result:

PRESENT:	Trustees Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Chairman Rosenthal
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NAYES	None
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The Chairman declared the motion carried and all bids meeting specifications on Sections 3, 4, 6, 8-10, 12, 14-24, 29-33, 35, and 37-42 accepted; and the bid was awarded to Powerseal Pipeline Products, Inc., as the lowest and best bidder meeting specifications.

* * * * *

Item 15, being:

CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1314-21 FROM EZ GO TEXTRON IN THE AMOUNT OF \$40,920 FOR THE PURCHASE OF 22 GOLF CARS FOR THE WESTWOOD GOLF COURSE.

Acting as the Norman Municipal Authority, Trustee Kovach moved that Request for Proposal No. RFP-1314-21 from EZ Go Textron to provide twenty-two (22) golf cars for Westwood Golf Course be accepted and the purchase in the amount of \$83,358 less trade-in of twenty-two (22) golf cars for a total cost of \$40,920 be authorized, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File No. RFP-1314-21 dated September 10, 2013, by Jud Foster, Director of Parks and Recreation
2. Summary of Request for Proposal No. RFP-1314-21 for 22 golf cars
3. Request for Proposal No. RFP-1314-21 for Westwood Park dated September 6, 2013, prepared by Luke Benedict, Sales Representative, EZ Go, a Textron Company, to Jud Foster
4. Purchase Requisition No. 0000223133 dated September 10, 2013, in the amount of \$40,920 to EZ Go Division of Textron, Inc.

And the question being upon accepting Request for Proposal No. RFP-1314-21 from EZ Go Textron to provide twenty-two (22) golf cars for Westwood Golf Course be accepted and upon the subsequent authorization, a vote was taken with the following result:

PRESENT:	Trustees Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Chairman Rosenthal
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NAYES	None
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The Chairman declared the motion carried and Request for Proposal No. RFP-1314-21 from EZ Go Textron to provide twenty-two (22) golf cars for Westwood Golf Course accepted; and the purchase in the amount of \$83,358 less trade-in of twenty-two (22) golf cars for a total cost of \$40,920 was authorized.

* * * * *

Item 16, being:

CONSIDERATION OF A FINAL PLAT FOR INDEPENDENCE VALLEY ADDITION, SECTION 1, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED 1/4TH MILE WEST OF 12TH AVENUE S.E., ON THE SOUTH SIDE OF CEDAR LANE.)

Councilmember Kovach moved that the final plat for Independence Valley Addition, Section 1, be approved; the public dedications contained within the plat be accepted; the Mayor be authorized to sign the final plat and subdivision and maintenance bonds subject to the Development Committee's acceptance of all required public improvements and receipt of a copy of a warranty deed for private park land and a traffic impact fee in the amount of \$1,091.85, and the filing of the final plat be directed, which motion was duly seconded by Councilmember Holman;

Item

Items submitted for the record

1. Text File No. FP-1112-19 dated May 15, 2012, by Ken Danner, Subdivision Manager
2. Location map
3. Final plat approved by the Planning Commission
4. Planning Commission Staff Report dated June 14, 2012, recommending approval
5. Revised final plat with 10 acre tract removed
6. Preliminary plat
7. Pertinent excerpts from Planning Commission minutes of June 14, 2012

Participants in discussion

1. Mr. Shawn O'Leary, Director of Public Works

and the question being upon approving the final plat for Independence Valley Addition, Section 1, and upon the subsequent acceptance, authorization, and directive, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the final plat for Independence Valley Addition, Section 1, approved; the public dedications contained within the plat were accepted, the Mayor was authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a copy of a warranty deed for private park land and a traffic impact fee in the amount of \$1,091.85; and the filing of the final plat was directed.

Item 17, being:

CONSIDERATION OF CONTRACT NO. K-1314-38 WITH BLUE NILE CONTRACTORS INC., IN THE AMOUNT OF \$46,440; PERFORMANCE BOND NO. B-1314-12; STATUTORY BOND NO. B-1314-13; MAINTENANCE BOND NO. MB-1314-6, AND RESOLUTION NO. R-1314-20 FOR THE GRAND VIEW AVENUE STORM SEWER REHABILITATION PROJECT.

Councilmember Kovach moved that Contract No. K-1314-38 with Blue Nile Contractors, Inc., in the amount of \$46,440 and the performance, statutory, and maintenance bonds be approved; the execution of the contract and bonds be authorized; the filing of the bonds be directed; and Resolution No. R-1314-20 be adopted; which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-38 dated September 9, 2013, by Greg Hall, Street Superintendent
2. Letter dated September 11, 2013, from Keith R. Walker, B.A., M.B.A., General Manager, Action Products Marketing Corporation, Manhole Renewal Systems, to City of Norman, Oklahoma
3. Proposal No. CCCP 7-11-2013 dated July 11, 2013, from Tim Covey, Project Manager, Blue Nile Contractors, Inc., in the amount of \$46,440 to City of Norman, Oklahoma
4. Contract No. K-1314-38
5. Performance Bond No. B-1314-12
6. Statutory Bond No. B-1314-13
7. Maintenance Bond No. MB-1314-6
8. Location map
9. Resolution No. R-1314-20
10. Purchase Requisition No. 0000223050 dated September 9, 2013, in the amount of \$46,440 to Blue Nile Contractors, Inc.

Item 17, continued:

and the question being upon approving Contract No. K-1314-38 with Blue Nile Contractors, Inc., in the amount of \$46,440 and the performance, statutory, and maintenance bonds, and upon the subsequent authorization, directive, and adoption, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Contract No. K-1314-38 with Blue Nile Contractors, Inc., in the amount of \$46,440 and the performance, statutory, and maintenance bonds approved; execution of the contract and bonds was authorized, the filing of the bonds was directed, and Resolution No. R-1314-20 was adopted.

Item 18, being:

CONTRACT NO. K-1314-51: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) IN THE AMOUNT OF \$38,000 FOR THE CITY'S 20% SHARE FOR FEDERAL-AID PROJECT STP-214C(007), STATE JOB NO. 29256(04) FOR THE BOYD STREET SIDEWALK PROJECT BETWEEN CLASSEN BOULEVARD AND BARKLEY AVENUE, ADOPTION OF RESOLUTION NO. R-1314-32, AND BUDGET APPROPRIATION.

Councilmember Kovach moved that Contract No. K-1314-51 with ODOT be approved; Resolution No. R-1314-32 be adopted; execution of the contract and resolution be authorized; \$50,000 be appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0093, Boyd Street Sidewalk Improvements, Construction (050-9712-431.61-01); and payment in the amount of \$38,000 for the City's 20% share be directed to ODOT, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-51 dated August 29, 2013, by Angelo Lombardo, Traffic Engineer
2. Contract No. K-1314-51
3. Resolution No. R-1314-32
4. Location map
5. Purchase Requisition No. 0000223093 dated September 9, 2013, in the amount of \$38,000 to ODOT

and the question being upon approving Contract No. Contract No. K-1314-51 with ODOT and upon the subsequent adoption, authorization, appropriation, and directive, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried Contract No. K-1314-51 with ODOT approved; Resolution No. R-1314-32 was adopted; execution of the contract and resolution was authorized; \$50,000 was appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0093, Boyd Street Sidewalk Improvements, Construction (050-9712-431.61-01); and payment in the amount of \$38,000 for the City's 20% share was directed to ODOT.

Item 19, being:

CONTRACT NO. K-1213-54: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY, AND THE CITY OF OKLAHOMA CITY FOR PROJECT NO. PJ-CL-0047, STREET RESURFACING AND RECONSTRUCTION OF S.E. 149TH STREET (STELLA ROAD) FROM CHOCTAW ROAD (120TH AVENUE N.E.) AND POST ROAD (60TH AVENUE N.E.).

Councilmember Kovach moved that Contract No. K-1314-54 with the Board of County Commissioners of Cleveland County and the City of Oklahoma City be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-54 dated August 29, 2013, by Greg Hall, Street Superintendent
2. Contract No. K-1314-54
3. Location map

and the question being upon approving Contract No. K-1314-54 with the Board of County Commissioners of Cleveland County and the City of Oklahoma City and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Contract No. K-1314-54 with the Board of County Commissioners of Cleveland County and the City of Oklahoma City approved; and the execution thereof was authorized.

* * * * *

Item 20, being:

CONSIDERATION OF APPROVAL OF CONTRACT NO. K-1314-56 WITH TRANS-TEL CENTRAL, INC., IN THE AMOUNT OF \$67,015.16, PERFORMANCE BOND NO. B-1314-36, STATUTORY BOND NO. B-1314-37, MAINTENANCE BOND NO. MB-1314-34; AND RESOLUTION NO. R-1314-41 FOR THE POLICE/FIRE INVESTIGATIONS FACILITY FIBER OPTIC AND CABLING PROJECT.

Councilmember Kovach moved that Contract No. K-1314-56 with Trans-Tel Central, Inc., in the amount of \$67,015.16 and the performance, statutory, and maintenance bonds be approved, execution of the contract and bonds be authorized, the filing of the bonds be directed, and Resolution No. R-1314-41 be adopted; which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-56 dated September 12, 2013, by Anthony Francisco, Director of Finance
2. Proposal dated September 5, 2013, in the amount of \$67,015.16 from Trans-Tel Central to Kari Madden, City of Norman
3. Contract No. K-1314-56
4. Performance Bond No. B-1314-36
5. Statutory Bond No. B-1314-37
6. Maintenance Bond No. MB-1314-34
7. Resolution No. R-1314-41

Item 20, continued:

and the question being upon approving Contract No. K-1314-56 with Trans-Tel Central, Inc., in the amount of \$67,015.16 and the performance, statutory, and maintenance bonds, and upon the subsequent authorization, directive, and adoption, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Griffith,
Heiple, Holman, Kovach, Miller,
Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Contract No. K-1314-56 with Trans-Tel Central, Inc., in the amount of \$67,015.16 and the performance, statutory, and maintenance bonds approved; the execution of the contract and bonds was authorized, the filing of the bonds was directed, and Resolution No. R-1314-41 was adopted.

* * * * *

Item 21, being:

CONTRACT NO. K-1314-57: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE LANDSCAPE PARTNERS FOR MEDIAN MAINTENANCE AT HIGHWAY 77 SOUTH, MAIN STREET AND HIGHWAY 77 NORTH (HOLLYWOOD CORNERS) THROUGH JUNE 30, 2014, FOR THE PARKS AND RECREATION DEPARTMENT.

Councilmember Kovach moved that Contract No. K-1314-57 with The Landscape Partners through June 30, 2014, be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. K-1314-57 dated September 9, 2013, by Jud Foster, Director of Parks and Recreation
2. Contract No. K-1314-57 with Attachment A, Request for Proposal No. RFP-1314-22, Grounds Maintenance, Mowing Locations, and Certificate of Liability Insurance dated March 11, 2013, from Higginbotham Insurance Agency, Inc., to The Landscape Partners, Limited

Participants in discussion

1. Mr. Jud Foster, Director of Parks and Recreation

and the question being upon approving Contract No. K-1314-57 with The Landscape Partners through June 30, 2014, and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Griffith,
Heiple, Holman, Kovach, Miller,
Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Contract No. K-1314-57 with The Landscape Partners through June 30, 2014, approved; and the execution thereof was authorized.

* * * * *

Item 22, being:

CONTRACT NO. K-1314-59: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ICE CHALLENGE ENTERPRISES, L.L.C., FOR THE INSTALLATION AND OPERATION OF AN ICE SKATING RINK IN ANDREWS PARK AND BUDGET APPROPRIATION.

Councilmember Kovach moved that Contract No. K-1314-59 with Ice Challenge Enterprises, L.L.C., be approved, the execution of the contract be authorized, and \$12,000 be appropriated from the Room Tax Fund Balance (023-0000-253.20-00) to Misc. Services/Other (010-7010-452.47-99), which motion was duly seconded by Councilmember Holman;

Items submitted for the record

- 1. Text File No. K-1314-59 dated September 16, 2013, by Jud Foster, Director of Parks and Recreation
- 2. Contract No. K-1314-59 with Attachment A, Andrews Park Ice Rink Site Location

Participants in discussion

- 1. Ms. Ann Gallagher, 1522 East Boyd Street, asked questions
- 2. Mr. Jud Foster, Director of Parks and Recreation
- 3. Mr. Dmitri Logoutine, owner of Ice Challenge Enterprises, L.L.C.

and the question being upon approving Contract No. K-1314-59 with Ice Challenge Enterprises, L.L.C., and upon the subsequent authorization and appropriation, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Contract No. K-1314-59 with Ice Challenge Enterprises, L.L.C., approved; the execution thereof was authorized and \$12,000 was appropriated from the Room Tax Fund Balance (023-0000-253.20-00) to Misc. Services/Other (010-7010-452.47-99).

Item 23, being:

CONTRACT NO. K-1314-60: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MERRITT TRACK AND TENNIS SYSTEMS IN THE AMOUNT OF \$38,880 FOR THE WESTWOOD TENNIS COURT RESURFACING PROJECT AND ADOPTION OF RESOLUTION NO. R-1314-43.

Acting as the Norman Municipal Authority, Trustee Kovach moved that Contract No. K-1314-60 with Merritt Track and Tennis Systems in the amount of \$38,880 be approved, the execution thereof be authorized, and Resolution No. R-1314-43 be adopted, which motion was duly seconded by Trustee Holman;

Items submitted for the record

- 1. Text File No. K-1314-60 dated September 16, 2013, by James Briggs, Park Planner
- 2. Tabulation of Quotes dated September 16, 2013, for the Westwood Tennis Court Overlay Project
- 3. Contract No. K-1314-60 with Merritt Tennis and Track Systems Guarantee for one year for Westwood Park, twelve courts, and Certificate of Liability Insurance dated September 19, 2013, from Howell-Stone Insurance, Inc., to Merritt Sealing Company, a Corporation
- 4. Resolution No. R-1314-43

Participants in discussion

- 1. Mr. Jud Foster, Director of Parks and Recreation

and the question being upon approving Contract No. K-1314-60 with Merritt Track and Tennis System in the amount of \$38,880 and upon the subsequent authorization and adoption, a vote was taken with the following result:

YEAS: Trustees Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Chairman Rosenthal

NAYES: None

The Chairman declared the motion carried and Contract No. K-1314-60 with Merritt Track and Tennis System in the amount of \$38,880 approved; the execution thereof was authorized and Resolution No. R-1314-43 was adopted.

Item 24, being:

RESOLUTION NO. R-1314-40: A RESOLUTION OF COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$65,569 FROM THE SPECIAL GRANTS FUND BALANCE; \$5,824 FROM THE ROOM TAX FUND BALANCE; \$741,032 FROM THE RISK MANAGEMENT FUND BALANCE; \$138,757 FROM THE DEBT SERVICE FUND BALANCE; AND \$103,472 FROM THE GENERAL OBLIGATION FUND BALANCE TO CLOSE OUT YEAR END ACCOUNTING ENTRIES FOR FYE 2013.

Councilmember Kovach moved that Resolution No. R-1314-40 be adopted, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

- 1. Text File No. R-1314-40 dated September 5, 2013, by Suzanne Krohmer, Municipal Accountant
- 2. Resolution No. R-1314-40

Participants in discussion

- 1. Mr. Anthony Francisco, Director of Finance

and the question being upon adopting Resolution No. R-1314-40, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
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NAYES:	None
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The Mayor declared the motion carried and Resolution No. R-1314-40 was adopted.

Item 25, being:

RESOLUTION NO. R-1314-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$635 FROM THE GENERAL FUND BALANCE FOR THE REFUND OF A PRORATED PORTION OF THE REVOCABLE LICENSE PAID BY FIRST BAPTIST CHURCH FOR USE OF CITY RIGHT-OF-WAY ALONG COMANCHE STREET.

Councilmember Kovach moved that Resolution No. R-1314-42 be adopted, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

- 1. Text File No. R-1314-42 dated September 16, 2013, by Ken Danner, Subdivision Manager
- 2. Resolution No. R-1314-42

and the question being upon adopting Resolution No. R-1314-42, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal
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NAYES:	None
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The Mayor declared the motion carried and Resolution No. R-1314-42 was adopted.

Item 26, being:

RESOLUTION NO. R-1314-47: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN OKLAHOMA, AUTHORIZING COMPROMISE SETTLEMENT OF A CLAIM FILED BY ROBERT PACK UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF ROBERT PACK V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. WCC-2013-01562X; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

Councilmember Griffith moved that Resolution No. R-1314-47 be adopted and payment of claims in the amount of \$17,058.95 be directed which will constitute judgment against the City of Norman, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. R-1314-47 dated September 12, 2013, by Jeanne Snider, Assistant City Attorney
2. Resolution No. R-1314-47
3. Purchase Requisition No. 0000223295 dated September 12, 2013, in the amount of \$16,343.80 to Robert Pack and John R. Colbert
4. Purchase Requisition No. 0000223296 dated September 12, 2013, in the amount of \$326.88 to Workers Compensation Administrative Fund
5. Purchase Requisition No. 0000223298 dated September 12, 2013, in the amount of \$122.58 to Special Occupational Health and Safety Fund
6. Purchase Requisition No. 0000223299 dated September 12, 2013, in the amount of \$140 to Workers' Compensation Court Clerk
7. Purchase Requisition No. 00002230301 dated September 12, 2013, in the amount of \$125.70 to Cleveland County District Court Clerk

and the question being upon adopting Resolution No. R-1314-47 and upon the subsequent directive, a vote was taken with the following result:

YEAS:

Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES:

None

The Mayor declared the motion carried and Resolution No. R-1314-47 adopted; and payment of claims in the amount of \$17,058.95 was directed which will constitute judgment against the City of Norman

Item 27, being:

CONSIDERATION OF ORDINANCE NO. O-1314-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE LOT ONE (1), BLOCK TWO (2), MEDICAL ARTS ADDITION, AND LOT ONE (1), BLOCK ONE (1), MEDICAL ARTS ADDITION SECTION 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE O-1, OFFICE INSTITUTIONAL DISTRICT WITH SPECIAL USE FOR A HIGH IMPACT INSTITUTIONAL USE, AND REMOVE THE SAME FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHWEST CORNER OF EAST ROBINSON STREET AND MEDICAL ARTS DRIVE)

Ordinance No. O-1314-4 having been Introduced and adopted upon First Reading by title in City Council's meeting of September 10, 2013, Councilmember Kovach moved that Ordinance No. O-1314-4 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Holman;

Items submitted for the record

1. Text File No. O-1314-4 dated July 18, 2013, by Jane Hudson, Principal Planner
2. Ordinance No. O-1314-4
3. Location map
4. Staff Report dated August 8, 2013, recommending approval
5. Existing aerial site plan

Item 27, continued:

Items submitted for the record, continued

6. Proposed site plan
7. Community Works Organization Overview
8. Predevelopment Summary Case No. PD 13-19 dated July 25, 2013, for Teamworks and Associates for property located at the northwest corner of East Robinson Street and Medical Arts Drive
9. Pertinent excerpts from Planning Commission minutes of August 8, 2013

Participants in discussion

1. Mr. Sean Rieger, 136 Thompson Drive, attorney representing the applicant
2. Ms. Ann Gallagher, 1522 East Boyd Street, asked questions

and the question being upon adopting Ordinance No. O-1314-4 upon Second Reading section by section, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Ordinance No. O-1314-4 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1314-4 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Holman; and the question being upon adopting Ordinance No. O-1314-4 upon Final Reading as a whole, the roll was called with the following result:

YEAS: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Ordinance No. O-1314-4 was adopted upon Final Reading as a whole.

* * * * *

MISCELLANEOUS DISCUSSION

Severe Weather Plan. Mr. Shane Cohea, 8717 East Ridgeview, said as part of his employment, he is responsible for the safety of 2,000 employees during severe weather. He said schools have also been a concern during severe weather and he recently volunteered to be on a task force to help the schools prepare for severe weather. He said one thing that has not been discussed is the safety of the citizens. He said his company was tested on September 20th and should handle severe weather appropriately, however, the citizens who will and have been flooding all of the businesses across the City do not have a good plan. He asked Council to work together and talk through these issues.

Mayor Rosenthal said Council has had ongoing discussions about improved safety in the community during severe weather.

*

GLBT History Month. Mr. Mark Campbell, Post Office Box 1531, said Gay Lesbian Bisexual Transgender (GLBT) History Month is approaching soon and there will be GLBT display at the Norman Public Library commemorating this event. He said if the library did not have the books, movies, plays, and other culturally significant items created by the GLBT community, the library would not be what it is today.

*

Stormwater Awareness. Councilmember Kovach said while driving through the City the past few months, he had noticed grass clippings all over the roads. He said he sees many commercial lawn care companies blowing grass into the street and he reports it to the City. He said there is a policy to try to contact these violators to warn them first but after someone has been warned, he felt they should be cited. He said there is a definite lack of enforcement of the ordinance and if Council wants to get serious about water quality, something should be done. He said he would like the City Manager to step up enforcement and make sure people are educated about this problem.

Miscellaneous Discussion, continued:

Stormwater Awareness, continued. Councilmember Castleberry said he agreed that City Staff should start enforcing this ordinance. He said Council went to great lengths to draft the ordinance and adopt it. He said after someone receives a fine, maybe there will be greater awareness.

Councilmember Griffith said he also supported this. The grass clippings need to be kept out of the street and the stormwater drains.

Councilmember Holman said he sees grass clippings in streets in the campus area and also supported enforcement. He knows it seems like not such a big deal but water quality is very important.

*

Attendance of Audience Tonight. Councilmember Miller commended all the citizen groups who attended tonight's meeting, starting from children who are learning to be good citizens; people in the community that care about domestic violence and the poor; the Environmental Control Advisory Board who are doing good work to promote stormwater awareness; and Mark Campbell who reminded everyone about the GLBT community.

Councilmember Holman thanked those who attended the meeting and those watching at home. He urge more people to get involved and pay attention to what is happening in this City.

*

St. Vincent de Paul Friends of the Poor® Walk. Councilmember Williams reminded everyone that the St. Vincent de Paul Friends of the Poor® Walk would be Saturday, September 28th at 9:00 a.m.

*

National Night Out. Councilmember Griffith reminded those in Ward 6 and the whole community to participate in National Night Out on Tuesday, October 1st. He said he is excited to see some cooler weather and encouraged greater participation.

Councilmember Holman said he found out a neighborhood in Ward Seven had signed up to have an event and this is the first time Ward Seven has had participation in National Night Out. He said there are quite a few neighborhoods in Ward Seven but mostly apartments and student housing. He said he hopes to see more participation. He said National Night Out is on his birthday and he will spend his birthday riding around in a police car visiting with neighbors and residents of Ward Seven.

*

Recognition to Anthony Francisco, Director of Finance. Mayor Rosenthal congratulated Mr. Anthony Francisco, Director of Finance, who was one of six individuals inducted into the Oklahoma Hall of Fame for City Officials. She said Mr. Francisco was honored at the Annual Oklahoma Municipal League Conference for being a leader in public discussions and the many contributions he has made in the area of municipal finance. She congratulated him on behalf of the City of Norman.

ADJOURNMENT

There being no further business, Councilmember Kovach moved that the meeting be adjourned, which motion was duly seconded by Councilmember Holman; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS: Councilmembers Castleberry, Griffith, Heiple, Holman, Kovach, Miller, Williams, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the meeting was adjourned at 7:40 p.m.

ATTEST:

City Clerk

Mayor



City of Norman, OK

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

Master

File Number: GID-1314-37

File ID: GID-1314-37	Type: Award	Status: Consent Item
Version: 1	Reference: Item No. 4	In Control: City Council
Department: City Manager Department	Cost:	File Created: 09/20/2013
File Name: Mayor's Citizenship Awards Roosevelt School		Final Action:
Title: PRESENTATION OF THE MAYOR'S CITIZENSHIP AWARDS TO STUDENTS FROM ROOSEVELT ELEMENTARY SCHOOL.		

Notes: ACTION NEEDED: Allow the Mayor to present Citizenship Awards to students from Roosevelt Elementary School.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 4

Attachments: Text File Citizenship Awards

Project Manager: Carol Coles, Administrative Assistant

Entered by: Ellen.Usry@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File GID-1314-37

Body

INFORMATION: The Children's Rights Coordinating Commission is coordinating the Mayor's Citizenship Awards to be given to elementary school students who are involved in service projects throughout the community and exemplify true leadership skills.



City of Norman, OK

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

Master

File Number: O-1314-10

File ID: O-1314-10	Type: Zoning Ordinance	Status: Consent Item
Version: 1	Reference: Item No. 6	In Control: City Council
Department: Public Works Department	Cost:	File Created: 08/20/2013
File Name: Red Canyon Ranch 3 UE	Final Action:	

Title: CONSIDERATION OF ORDINANCE NO. O-1314-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A UTILITY EASEMENT LOCATED IN LOT 4, BLOCK 4, RED CANYON RANCH SECTION 3, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-10 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 6

Attachments: Text File O-1314-10 First Reading, O-1314-10, Location Map, Memo Lot 4 Block 4 Red Canyon, Petition to close Red Canyon Ranch, Radius Map Red Canyon, Staff Report, 9-12-13 PC Minutes - O-1314-10

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	09/12/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	10/08/2013		Pass
Action Text: That this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting. to the City Council due back on 10/8/2013 by consent roll call							

Text of Legislative File O-1314-10

body

BACKGROUND: The final plat for Red Canyon Ranch Addition, Section 3, a Planned Unit Development was filed of record November 29, 2012. Red Canyon Ranch Addition is a residential subdivision located north of Tecumseh Road and west of 12th Avenue N.E. (U.S. Hwy 77).

Planning Commission, at its meeting of September 12, 2013, recommended approval.

DISCUSSION: Within the final plat, a seven and one-half foot (7.5') utility easement was dedicated along the northwest property line of Lot 4, Block 4. The requirement of the City of Norman Standard Specifications, Drawing UL01C, requires a minimum five-foot (5') utility easement whenever sanitary sewer mains and Oklahoma Natural Gas mains are located in front of the property. As a result, with this closure and eventual vacation, the owner of the lot can utilize the additional two and one-half feet of land to increase the size of the single family residential structure. Side yard building setback requirements for this development are five-feet (5').

All franchise utilities were notified to assess the impact on their facilities with the closure of the easement; there were no objections. Currently, there are no City-owned utilities located within the easement.

RECOMMENDATION: Staff recommends approval of the request to close the south two and one-half feet (2.5') of the seven and one-half foot (7.5') platted utility easement located on the west 148.55 feet of the northwest property line of Lot 4, Block 4, Red Canyon Ranch Addition, Section 3, a Planned Unit Development.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A UTILITY EASEMENT LOCATED IN LOT 4, BLOCK 4, RED CANYON RANCH SECTION 3, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 1. That, pursuant to Resolution Number R-8182-66, Robert Bailey, representing the owner of the subject property, has petitioned the City to have the south two and one-half (2.5) feet of that seven and one-half foot utility easement located on the west 148.55 feet of the northwest property line of Lot 4, Block 4, RED CANYON RANCH SECTION 3, A Planned Unit Development, closed; and,
- § 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and
- § 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and
- § 4. That, the south two and one-half (2.5) feet of that seven and one-half (7.5) foot utility easement located on the west 148.55 feet of the northwest property line of Lot 4, Block 4, RED CANYON RANCH SECTION 3, A Planned Unit Development, Norman, Cleveland County, Oklahoma, is hereby closed.
- § 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2013.

NOT ADOPTED this _____ day of _____, 2013.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



office memorandum

DATE: July 22, 2013

TO: Jeff Bryant, City Attorney
Ken Komiske, Director of Utilities
Ken Danner, Subdivision Manager
Rone Tromble, Administrative Technician IV
Jane Hudson, Principal Planner

FROM: Brenda Hall, City Clerk

EU for BA

SUBJECT: Request to Partially Vacate a Utility Easement

I am receipt of a request to partially vacate a utility easement in the south two and one-half (2.5) feet of the seven and one-half (7.5) foot utility easement located on the west 148.55 feet of the northwest property line of Lot 4, block 4, Red Canyon Ranch Addition, Section 3.

In accordance with Resolution No. R-8182-66, I am forwarding the request; location map; radius map; and certified ownership list to your office and requesting that your office send notice to the furnished list of property owners and have the necessary ordinance prepared. If further action is needed from my office, please notify me.

BH:smr
attachments



301 E. Eufaula, Norman, OK 73069 • P.O. Box 1521, Norman OK 73070
405-329-6600 • 405-329-6634 • www.baileyandpoarch.com

July 17, 2013

Brenda Hall
City Clerk
City of Norman
201 West Gray
Norman, OK 73069

RE: Proposed partial vacation of utility easement

Dear Ms. Hall,

Enclosed please find the following:

1. The easement proposed for partial vacation is described as follows:

The south two and one-half (2.5) feet of that seven and one-half (7.5) foot utility easement located on the west 148.55 feet of the northwest property line of Lot 4, Block 4, Red Canyon Ranch Section 3, A Planned Unit Development, A part of the S.E. 1/4, Section 8, T9N, R2W, I.M., to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

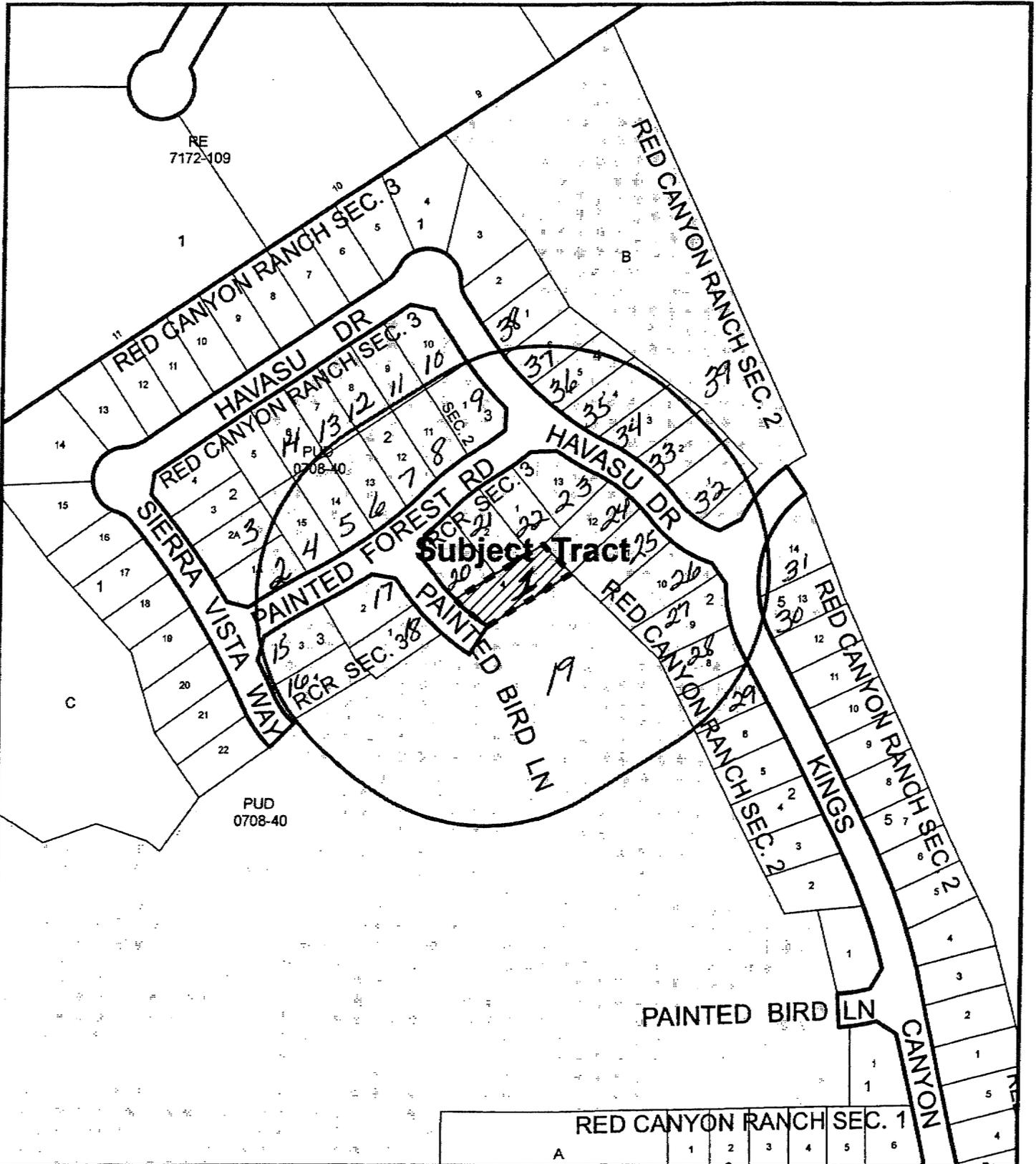
2. Three copies of the 300 foot ownership list.
3. Three copies of a map reflecting the ownership list and the easement to be partially vacated.
4. \$400.00 filing fee.

Please review the enclosed and if it satisfies your requirements, include this application upon the next planning commission agenda. Thank you for your assistance,

Sincerely,


Robert L. Bailey II

FILED IN THE OFFICE
OF THE CITY CLERK
ON 7/22/13



Radius Map

300ft. Radius

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5318

The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



0 100 200 Feet



June 28, 2013

-  Subject Tract
-  Radius
-  Zoning
-  Parcels
-  Notification Area

ORDINANCE NO. O-1314-10

ITEM NO. 6

STAFF REPORT

GENERAL INFORMATION

APPLICANT

Robert Bailey

REQUESTED ACTION

Closure of the east 2.5-foot (2.5') of a seven and one-half foot (7.5') utility easement located on the west 148.55 feet along the northwest property line of Lot 4, Block 4, Red Canyon Ranch Section 3, a Planned Unit Development.

BACKGROUND: This is a request for closing a portion of an existing platted utility easement within Lot 4, Block 4, Red Canyon Ranch Addition, Section 3, a Planned Unit Development. The final plat for Red Canyon Ranch Addition, Section 3, a Planned Unit Development was filed of record on November 29, 2012.

DISCUSSION: All franchised utilities were notified to assess the impact on their facilities with the closure of the easement; there were no objections. Currently, there are no City owned utilities located within the easement. This will allow the property owners to utilize the standard five-foot (5') side yard setback providing more area to place a structure on the property.

RECOMMENDATION: Based on the fact the remaining five-foot (5') utility easement meets the City of Norman Standard Specifications Drawing UL01C, staff supports and recommends approval of the request to the closure of the east two and one-half feet (2.5') of a seven and one-half foot (7.5') utility easement located on the west 148.55 feet along the northwest property line of Lot 4, Block 4, Red Canyon Ranch Addition, Section 3, a Planned Unit Development.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

SEPTEMBER 12, 2013

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 12th day of September 2013. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <http://www.normanok.gov/content/boards-commissions> at least twenty-four hours prior to the beginning of the meeting.

Vice Chairman Tom Knotts called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT

Curtis McCarty
Jim Gasaway
Roberta Pailles
Andy Sherrer
Cindy Gordon
Dave Boeck
Sandy Bahan
Tom Knotts

MEMBERS ABSENT

Chris Lewis

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Todd McLellan, Development Engineer
David Riesland, Traffic Engineer
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator

* * *

Item No. 6, being:

O-1314-10 – ROBERT BAILEY REQUESTS CLOSURE OF THE SOUTH TWO AND ONE-HALF (2.5) FEET OF THAT SEVEN AND ONE-HALF (7.5) FOOT UTILITY EASEMENT LOCATED ON THE WEST 148.55 FEET OF THE NORTHWEST PROPERTY LINE OF LOT 4, BLOCK 4, RED CANYON RANCH SECTION 3, A PLANNED UNIT DEVELOPMENT.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Request for Partial Vacation of Utility Easement
4. Plat

PRESENTATION BY THE APPLICANT:

1. Robert Bailey, 301 E. Eufaula – We're just requesting that the back half of the northwest utility easement – a couple of feet to make the lot a little bit bigger so we can build on it. I've received no objections. If you have any questions, I can go over it.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Andy Sherrer moved to recommend adoption of Ordinance No. O-1314-10 to City Council. Jim Gasaway seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Curtis McCarty, Jim Gasaway, Roberta Pailles, Andy Sherrer, Cindy Gordon, Dave Boeck, Sandy Bahan, Tom Knotts
NAYS	None
ABSENT	Chris Lewis

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-1314-10 to City Council, passed by a vote of 8-0.

* * *



City of Norman, OK

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

Master

File Number: O-1314-11

File ID: O-1314-11	Type: Zoning Ordinance	Status: Consent Item
Version: 1	Reference: Item No. 7	In Control: City Council
Department: Public Works Department	Cost:	File Created: 08/20/2013
File Name: Farmer Street Closure	Final Action:	

Title: CONSIDERATION OF ORDINANCE NO. O-1314-11 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING THAT PART OF FARMER STREET LYING BETWEEN JENKINS AVENUE AND LINCOLN AVENUE LOCATED IN HARDIE-RUCKER ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-11 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 7

Attachments: Text File O-1314-11 First Reading, O-1314-11, Location Map, Clerk Memo Farmer Street, Petition to Close Farmer Street, ATT letter Farmer, Memo from Utilities Farmer, OGE Letter Farmer, Site Plan, Staff Report, 9-12-13 PC Minutes - O-1314-11

Project Manager: Ken Danner, Subdivison Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	09/12/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	10/08/2013		Pass
Action Text:		That this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting. to the City Council due back on 10/8/2013 by consent roll call					

Text of Legislative File O-1314-11

Body

BACKGROUND: An amended plat of Hardie Rucker Addition was filed of record May 11, 1923 with a fifty foot (50') street right-of-way known as Farmer Street between Jenkins Avenue to the west and Lincoln Avenue to the east. Planning Commission, at its meeting of September 12, 2013, recommended approval of the closure of Farmer Street.

DISCUSSION: A great amount of transition has taken place in this area. Beginning with the construction of Headington Hall by the University of Oklahoma north of Farmer Street, a University of Oklahoma parking lot south of Farmer Street, the construction of Lindsey Street from Lincoln Avenue to Burlington Northern Santa Fe railroad tracks, and the installation of traffic signals at the intersections of Jenkins Avenue/Stinson Street and Lindsey Street/ George Avenue. If the street closure is approved, a public street will no longer be in conflict with the University's plans for continuity of their property. The proposal is green space and landscaping in place of the street paving. An open space element will make a break from the multi-story structure to the north and the existing parking lot to the south. With the neighborhood to the east and southeast, there are other public street access points provided with the best locations at the signalized intersections of Stinson Street and Jenkins Avenue and Lindsey Street and George Avenue.

The current traffic using Farmer Street between Jenkins and Lincoln Avenues was recently studied on Thursday, September 5, 2013. Based on this study, an average daily traffic volume of 675 vehicles currently travel this segment of Farmer Street. If Farmer Street is closed, these 675 vehicle trips will be dispersed onto other streets such as Lincoln Avenue north to Lindsey Street, Lincoln Avenue south to Stinson Street, or Farmer Street east toward George Avenue. Traffic diversions south toward Stinson Street will be particularly well accommodated with the new traffic signal, installed in cooperation with the University of Oklahoma, at the Jenkins Avenue intersection with Stinson Street. Likewise, traffic diversions to the east toward George Avenue will have easier access to Lindsey Street by way of the new traffic signal on Lindsey Street at George Avenue installed as part of the East Lindsey Street Bond Project in 2011. The East Lindsey Street Project also included wide sidewalks on both sides of the street. The University of Oklahoma constructed the same width sidewalks for Lindsey Street and Jenkins Avenue as part of the Headington Hall Project.

Sidewalks were also constructed adjacent to Lincoln Avenue from Lindsey Street to Farmer Street. A City project in March, 2007 installed a sidewalk on the south side of Farmer Street from George Avenue to the east side of Jenkins Avenue. If Farmer Street is closed, the sidewalk will terminate at Lincoln Avenue.

If City Council approves the closure of Farmer Street, the applicant (University of Oklahoma) has also agreed to construct north-south segments of public sidewalks across the vacated Farmer Street right-of-way at both Lincoln Avenue and Jenkins Avenue.

It should be noted that the City has a sanitary sewer main that runs north and south about mid-block of the closure and a storm sewer located on the north side of Farmer Street running east and west (draining Jenkins Avenue to the east). The City will need easements to cover these facilities. City staff has received responses from AT&T Southwest and OG&E needing easements for their facilities. There have been no other responses from the utility companies.

RECOMMENDATION: With the proposal of the green streetscape by the University and the newly installed traffic signals and sidewalks providing pedestrian capabilities, staff can support the request for the closure of Farmer Street between Jenkins Avenue and Lincoln Avenue and between Blocks 1 and 8 of Hardie Rucker Addition upon receipt of adequate easements to accommodate public utilities and construction of missing sidewalks on Lincoln Avenue and Jenkins Avenue.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING THAT PART OF FARMER STREET LYING BETWEEN JENKINS AVENUE AND LINCOLN AVENUE LOCATED IN HARDIE-RUCKER ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 1. That, pursuant to Resolution Number R-8182-66, The Board of Regents of the University of Oklahoma, owner of the subject property, has petitioned the City to have that part of Farmer Street lying between Jenkins Avenue and Lincoln Avenue, between Blocks 1 and 8, HARDIE-RUCKER ADDITION to Norman, Cleveland County, Oklahoma closed; and,
- § 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and
- § 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and
- § 4. That, that part of Farmer Street lying between Jenkins Avenue and Lincoln Avenue, between Blocks 1 and 8, HARDIE-RUCKER ADDITION to Norman, Cleveland County, Oklahoma according to the recorded plat thereof, is hereby closed.
- § 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2013.

NOT ADOPTED this _____ day of _____, 2013.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



office memorandum

DATE: July 22, 2013

TO: Rone Tromble, Administrative Technician IV
Jeff Bryant, City Attorney
Ken Komiske, Director of Utilities
Ken Danner, Subdivision Manager
Jane Hudson, Principal Planner

FROM: Brenda Hall, City Clerk

EU for BH

SUBJECT: Request to Close a Portion of Farmer Street Between Jenkins Avenue and Lincoln Avenue

I am in receipt of a request to close a portion of Farmer Street between Jenkins Avenue and Lincoln Avenue between Blocks 1 and 8, Hardie-Rucker Addition.

In accordance with Resolution No. R-8182-66, I am forwarding the request and certified ownership list to your office and requesting that your office send notice to the furnished list of property owners and have the necessary ordinance prepared. If further action is needed from my office, please notify me.

BH:smr
attachments

To: City of Norman, c/o City Clerk Brenda Hall
Norman City Hall, Norman, OK (hand-delivered)

Re: **Closing part of Farmer Street between Jenkins Avenue and Lincoln Avenue**

Date: July 19, 2013

1. The undersigned Applicant, **BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA**, is the owner of all of the land on both sides of the portion of the street, described below, to be closed.

2. It is in the best interest of both the undersigned and the City of Norman to close, vacate, and foreclose the right to reopen in District Court the portion of the following-described street:

That part of Farmer Street lying between Jenkins Avenue and Lincoln Avenue, between Blocks 1 and 8, HARDIE-RUCKER ADDITION to Norman, Oklahoma
(hereinafter referred to as the "SUBJECT PROPERTY")

3. If there are utility lines or facilities in, on under or over any part(s) of Subject Property, Applicant will cause same to be respected and protected, as required by law.

4. An ownership list certified by a bonded abstracter, reflecting all owners of record, according to County Treasurer records, of property within 300 feet in any direction of the above-described Subject Property is submitted herewith. A map which is attached to said ownership list shows the location of the ownership lines for each owner of record whose name appears on the ownership list. Enclosed is our client's check for the required filing fee of \$400.

5. Action by the Board of County Commissioners of Cleveland County is not necessary. The undersigned will pay the cost of newspaper publication of the required Notice.

Wherefore, pursuant to Resolution 8182-66, as amended, of the City of Norman, the undersigned Applicant requests the described **closing** of the above-described Subject Property, by enactment of an ordinance by the City Council of the City of Norman.

Applicant: BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA,

by: Howard Heiple (H. L. Heiple, Attorney-Agent)
Heiple Law Offices, Inc.
PO Box 847, Norman, OK 73070
Phone (405) 321-0090, FAX 321-9763

cc: Ken Danner, CON Public Works
Rone' Tromble, CON Planning Dept.
Client

FILED IN THE OFFICE
OF THE CITY CLERK
ON 7/22/13

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Subject Tract

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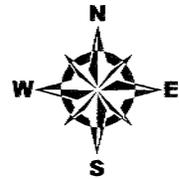
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	R-1 884

Radius Map

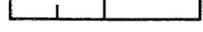
300ft. Radius

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316

The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



0 100 200 Feet



July 16, 2013

-  Subject Tract
-  Radius
-  Zoning
-  Parcels
-  Notification Area

G:\ArcGIS10\MapTemplate\RadiusMap_ArcMap10\RadiusMap.mxd



Pat Mason
Legal Assistant

AT&T Oklahoma
405 N. Broadway
Room 203
Oklahoma City, OK 73102

T: 405.291.6755
F: 405.236.7773
pm8484@att.com

August 26, 2013

City Clerk, City of Norman
P.O. Box 370
201 West Gray
Norman, OK 73070

Re: Notice of Request for Closure of Right-of-Way – Farmer Street

Dear City Clerk:

In response to your notice regarding the referenced matter, Southwestern Bell Telephone Company ("SWBT") does **object** to closing the described public way or easement. SWBT has existing buried facilities installed and in use within the location more particularly described as:

That part of Farmer Street lying between Jenkins Avenue and Lincoln Avenue, between Blocks 1 and 8, HARDIE-RUCKER ADDITION to Norman, Oklahoma.

SWBT will need to use the area sought to be closed for the provisioning of telephone and communications services, and therefore **objects** to having the easement closed.

Thank you for your assistance, and please do not hesitate to call our engineer for this area, Terri Hayes, with any questions or concerns. She can be reached at (405) 291-1073.

Yours truly,

Pat Mason, Assistant to
Thomas Ishamel

RECEIVED IN THE OFFICE
OF THE CITY CLERK
ON 8-27-13

c: Rick Wooten, Area Manager
Terri Hayes, Manager



office memorandum

Date: August 1, 2013
To: Ken Danner, Subdivision Development Manager
From: Jim Speck, Capital Projects Engineer *JS*
Re: Request to Close a Portion of Right-of-Way of Farmer Street between Jenkins Ave and Lincoln Avenue

The subject portion of the right-of-way located in Farmer Street between Jenkins Avenue and Lincoln Avenue contains an active public sewer main that crosses in a north-south alignment.

Therefore, the Utilities Department Staff does not support the closing of the Right-of-Way in question unless an easement is granted for the existing sewer main. Please advise if you have any questions.

Cc: Brenda Hall
Jeff Bryant
Ken Komiske
Jane Hudson

PO Box 321
Oklahoma City, Oklahoma 73101-0321
405-553-3000
www.oge.com



SEPTEMBER 9, 2013

KEN DANNER, DEVELOPMENT COORDINATOR
NORMAN PLANNING COMMISSION
P. O. BOX 370
NORMAN, OK. 73070

**RE: Applicant: City of Norman
Consent for closure of right-of-way
A portion of Farmer Street between Jenkins and Lincoln Avenues**

Mr. Danner;

Our records show OG&E Electric Services has overhead facilities in the portion of Farmer Street the City of Norman plans to close. OG&E would need to:

“Retain and continue to have a utility easement and the right of ingress and egress to continue to enter upon, maintain, operate, upgrade and reconstruct electric utility facilities and continue to operate and provide electric service in, upon, under and across said property.”

If you should have any other questions, I can be reached at 553-5174.

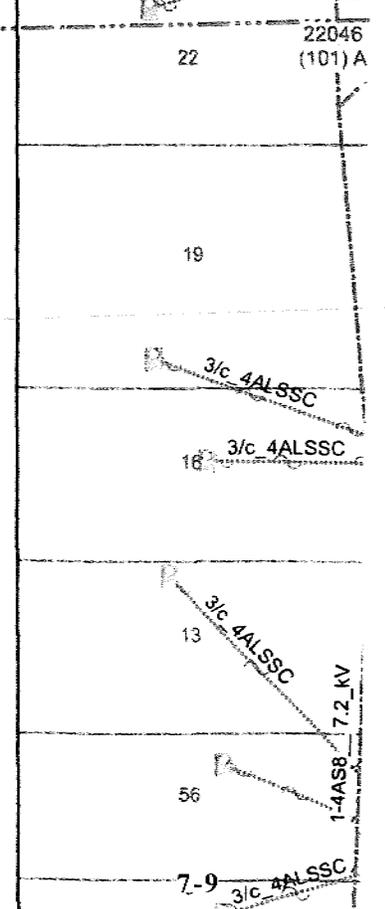
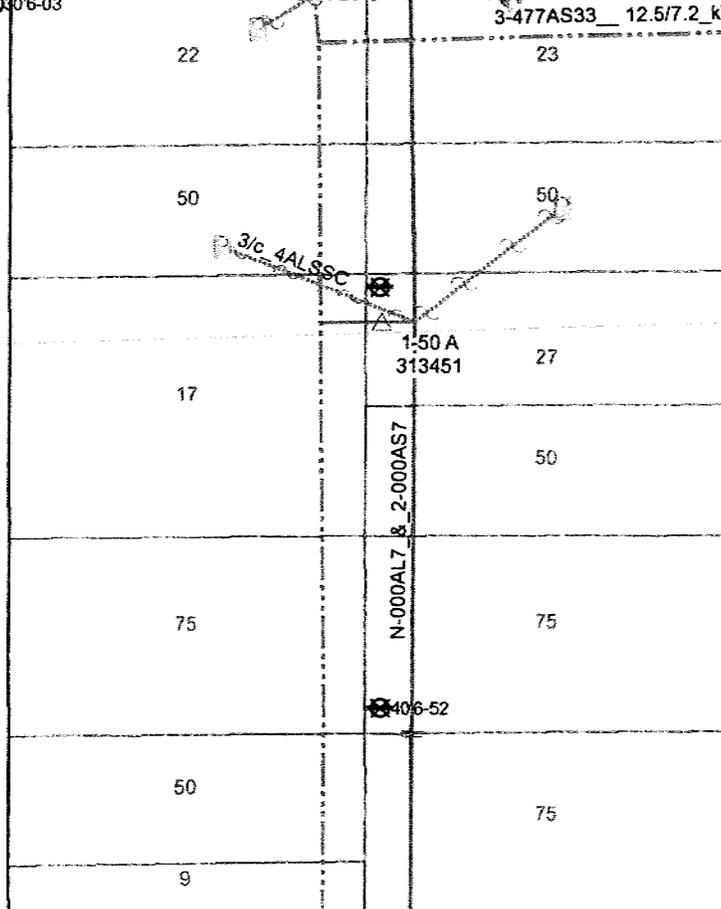
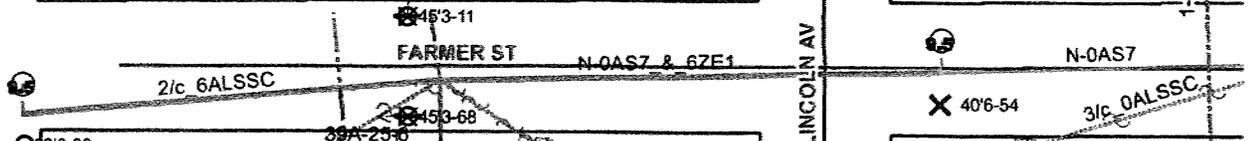
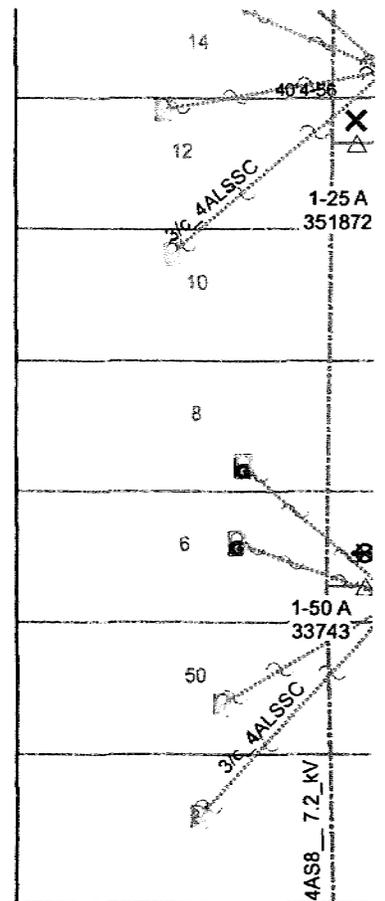
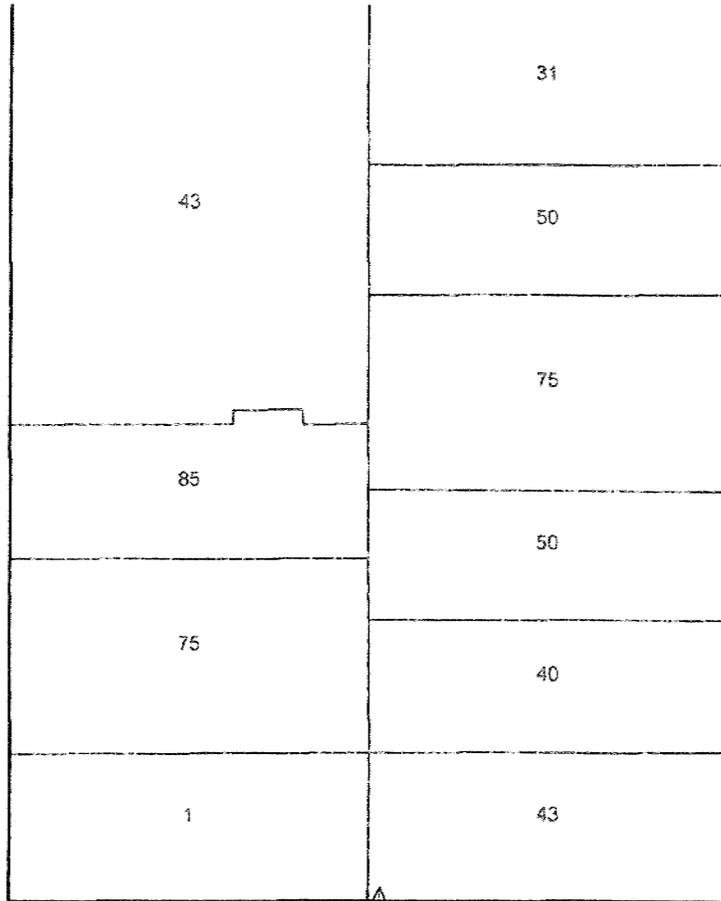
Sincerely,

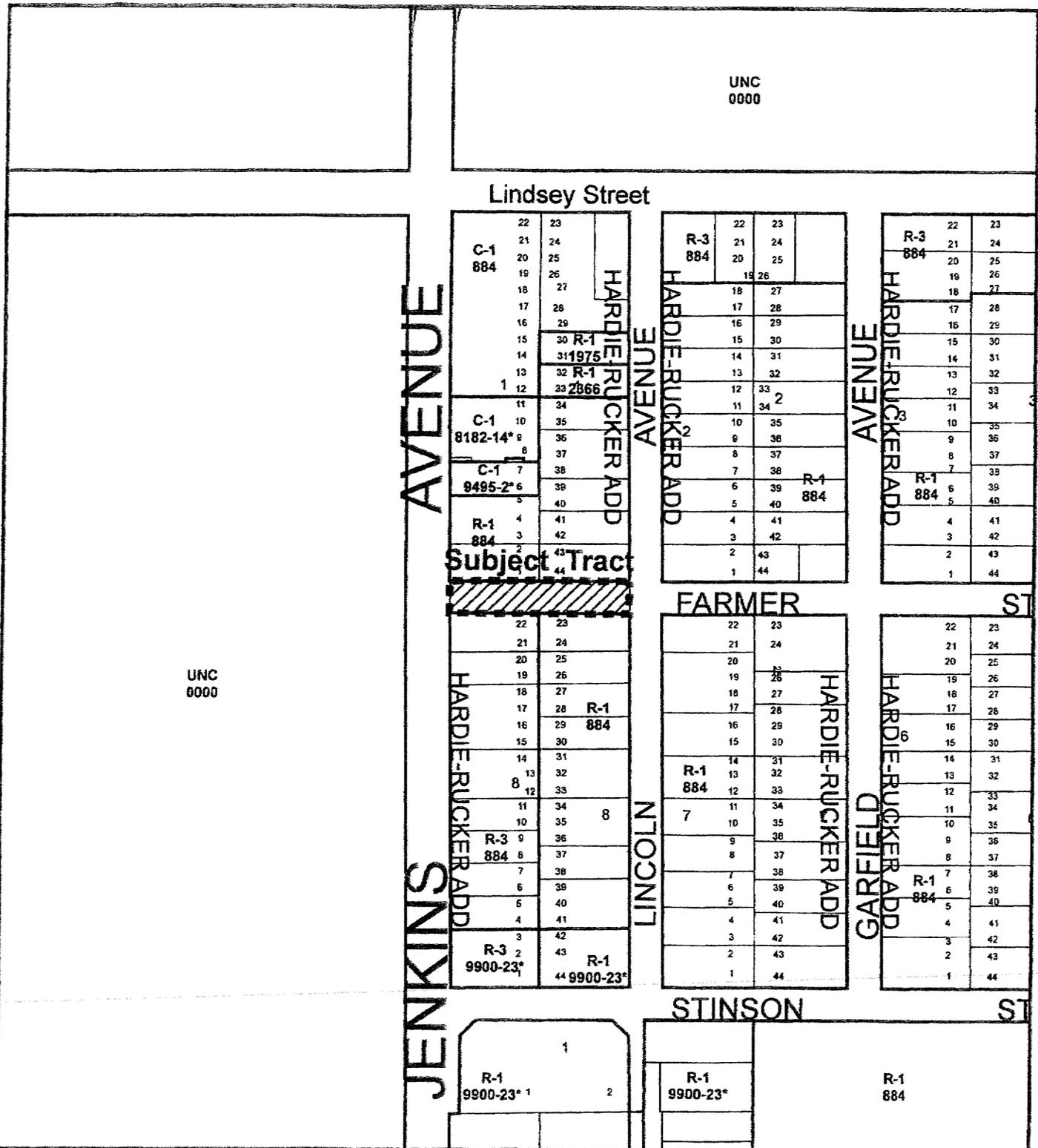
A handwritten signature in black ink that reads "Timothy J. Bailey". The signature is written in a cursive style with a large initial "T".

Timothy J. Bailey
Right-Of-Way Agent

Norman

JENKINS AV





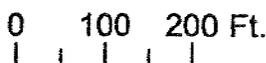
Location Map



Map Produced by the City of Norman
 Geographic Information System.
 (405) 366-5316
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



August 19, 2013



- Subject Tract
- Zoning

ORDINANCE NO. O-1314-11

ITEM NO. 7

STAFF REPORT

GENERAL INFORMATION

APPLICANT

Board of Regents of the University
of Oklahoma

REQUESTED ACTION

Closure of street right-of-way of
Farmer Street lying between Jenkins
Avenue and Lincoln Avenue and
between Blocks 1 and 8, Hardie
Rucker Addition.

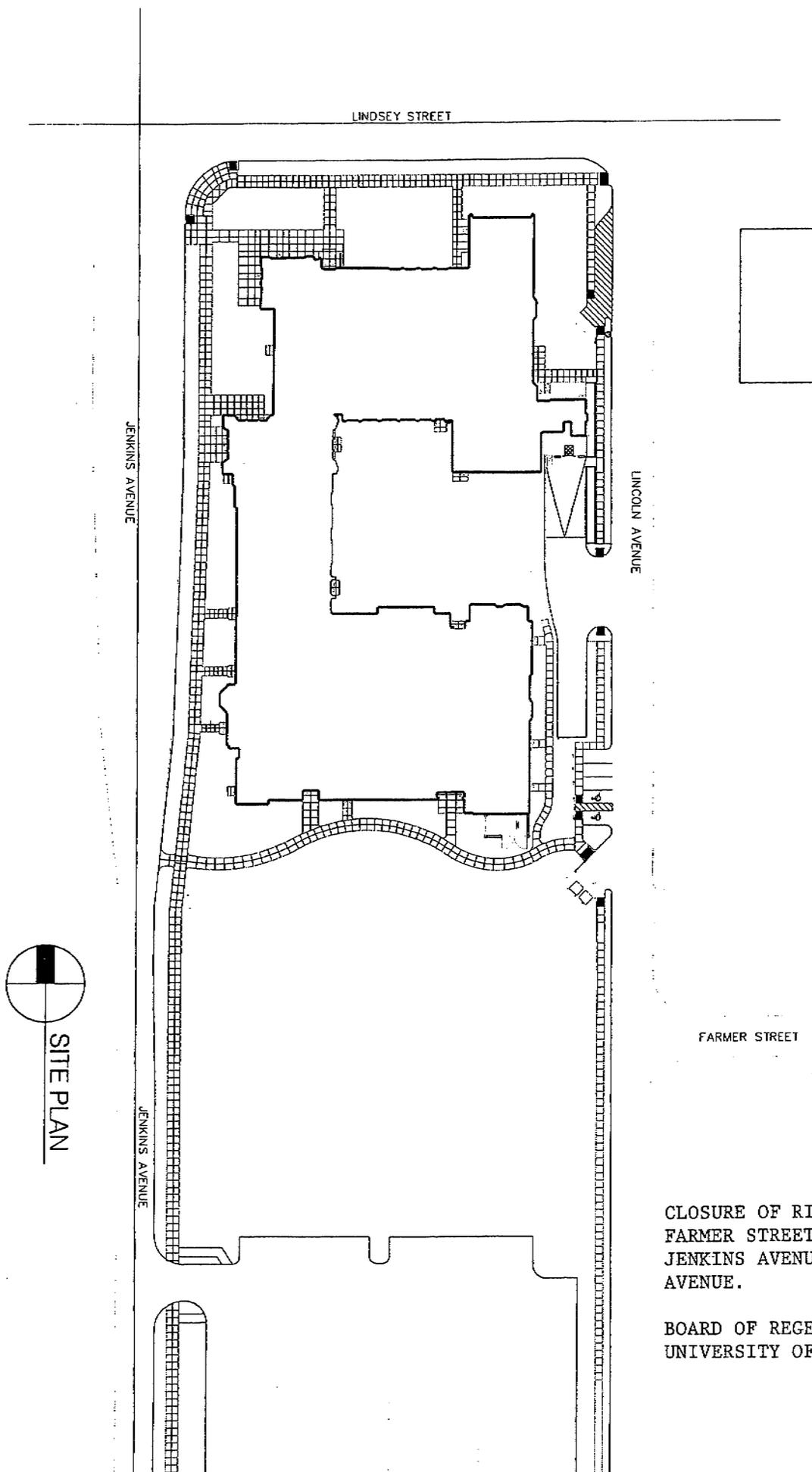
BACKGROUND: Amended plat of Hardie Rucker Addition was filed of record May 11, 1923 with a fifty foot (50') street right-of-way known as Farmer Street between Jenkins Avenue to the west and Lincoln Avenue to the east.

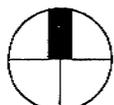
DISCUSSION: A great amount of transition has taken place in this area. Beginning with the construction of Headington Hall by the University of Oklahoma north of Farmer Street, a University of Oklahoma parking lot south of Farmer Street, the construction of Lindsey Street from Lincoln Avenue to the Burlington Northern Santa Fe railroad tracks, and the installation of a traffic signal at the intersection of Jenkins Avenue and Stinson Street and Lindsey Street and George Avenue. With the street closure, a public street will no longer be in conflict with the University's plans for continuity of their property. The proposal is green space and landscaping in the place of the street paving, an element of open space will make a break from the multi-story structure to the north and the existing parking lot to the south. With the neighborhood to the east and southeast, there are other outlets provided with the best locations at the signalized intersections of Stinson Street and Jenkins Avenue and Lindsey Street and George Avenue. The Lindsey Street Project installed wide sidewalks on both sides of the street. The University of Oklahoma constructed the same width sidewalks for Lindsey Street and Jenkins Avenue as part of the Headington Hall Project.

Also, sidewalks were constructed adjacent to Lincoln Avenue and Farmer Street. A City project installed a sidewalk on the south side of Farmer Street from George Avenue to the east to Jenkins Avenue to the west. With this proposal the sidewalk will terminate at Lincoln Avenue.

It should be noted that the City has a sanitary sewer main that runs north and south about mid-block of the closure and a storm sewer located on the north side of Farmer Street running east and west (draining Jenkins Avenue to the east). The City will need easements to cover these facilities. City staff has received one response from AT&T Southwest needing an easement for their facilities. There have been no other responses from the utility companies.

RECOMMENDATION: With the proposal of the green streetscape by the University, the newly installed traffic signals and sidewalks providing pedestrian capabilities, staff can support the request for the closure of Farmer Street between Jenkins Avenue and Lincoln Avenue and between Blocks 1 and 8 of Hardie Rucker Addition.




SITE PLAN

CLOSURE OF RIGHT OF WAY:
FARMER STREET BETWEEN
JENKINS AVENUE AND LINCOLN
AVENUE.

BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

SEPTEMBER 12, 2013

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 12th day of September 2013. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <http://www.normanok.gov/content/boards-commissions> at least twenty-four hours prior to the beginning of the meeting.

Vice Chairman Tom Knotts called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Curtis McCarty
Jim Gasaway
Roberta Pailles
Andy Sherrer
Cindy Gordon
Dave Boeck
Sandy Bahan
Tom Knotts

MEMBERS ABSENT

Chris Lewis

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Todd McLellan, Development Engineer
David Riesland, Traffic Engineer
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator

* * *

Item No. 7, being:

O-1314-11 – THE BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA REQUEST CLOSURE OF THE RIGHT-OF-WAY OF FARMER STREET LYING BETWEEN JENKINS AVENUE AND LINCOLN AVENUE BETWEEN BLOCKS 1 AND 8, HARDIE-RUCKER ADDITION.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Site Plan
3. Staff Report
4. Petition to Close part of Farmer Street between Jenkins Avenue and Lincoln Avenue

PRESENTATION BY THE APPLICANT:

1. Harold Heiple, 218 E. Eufaula – We want to close that one block of Farmer Street. All of the stuff lying north of it, colored orange and yellow, doesn't exist any more. It's one great big huge beautiful brick residence for the University, and this street is immediately on the south side. If you look at the top of that drawing, the outline of the building is there. Right below the building to the south is a circular sidewalk. It is a wide sidewalk and will accommodate both pedestrians and bicycles under University policy, not only for the people that live in the residence, but people that live over on Lincoln and want to come through to Jenkins Street. If you come on down on the left side of that drawing, you'll see a driveway, which is a considerable distance from where that sidewalk is. And if you compare the size of the building, you get an idea what's going to happen south of the sidewalk and down to that curb cut is a passive park – no concrete and just landscaping, trees, and a good restful area. The general concept is that whole area is going to look like this. Now the curved sidewalk is at the top and all the area below the sidewalk down to the existing parking lot will be landscaping. There are no filed protests. There are two utilities in the area that we understand and, of course, by law we are required to both respect and protect those; we will give separate easements for those to OG&E and to the City for their utilities. As I say, no protests and we would respectfully ask you to recommend to the City Council that they approve closing this, because once that has happened, if it happens, we will then go to District Court to vacate it so that it will be permanently closed. Any questions?

AUDIENCE PARTICIPATION:

1. Warren Prickett, 1404 Garfield Avenue – I've lived there my entire life. It's a block over from where they're talking about. I've talked to every neighbor in my addition and there is not one person in my addition that wants the closing of this street, except for OU. It's the only access we have to get out to Jenkins after their latest construction on Lindsey Street. We have Lindsey to get out and now Stinson, which they recently put a traffic light which was needed and – I'm glad that the traffic light is there at Stinson. But with all the new building and all the apartments behind there, Stinson Street is the main thoroughfare to get out for Jenkins. If they block Farmer, it already backs up from Stinson to Lindsey during rush hour and it is bumper to bumper all the way down Jenkins from Lindsey to Stinson because of the new light – the traffic already there. We've had six years of construction in that neighborhood now, with the two years of the parking lot, the two years of the Lindsey Street construction, and now the two years of the new dorm. Nobody wants that street closed except OU and in April a surveyor told me when he was transit looking through and I asked him what's going on. He said we're getting rid of this street; Molly wants more green space. And that was in April. So I figure this is probably already a done deal, but I felt like I needed to speak about it. Thank you.

2. Harold Heiple – I'm not trying to be frivolous, and I certainly respect what the man said and his reasons for saying it. But I would say that the people that would like to have it closed are the several hundreds, if not thousands, of University students that will be walking out of that south door of Heddington and crossing that particular area every day. So it's not going to be the same Farmer Street – it wouldn't be if it stayed open, and that's one reason we want it closed is

to actually protect that pedestrian traffic. So I appreciate what is being said, but as has also been pointed out there are now traffic lights at both Lindsey and at Stinson. Thank you.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Andy Sherrer moved to recommend adoption of Ordinance No. O-1314-11 to City Council. Sandy Bahan seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Curtis McCarty, Jim Gasaway, Roberta Pailes, Andy Sherrer, Cindy Gordon, Dave Boeck, Sandy Bahan, Tom Knotts
NAYS	None
ABSENT	Chris Lewis

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-1314-11 to City Council, passed by a vote of 8-0.



City of Norman, OK

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

Master

File Number: O-1314-12

File ID: O-1314-12 **Type:** Ordinance **Status:** Consent Item

Version: 1 **Reference:** Item No. 8 **In Control:** City Council

Department: Planning and
Community
Development
Department **Cost:** **File Created:** 08/20/2013

File Name: Rose Rock Rezoning **Final Action:**

Title: CONSIDERATION OF ORDINANCE NO. O-1314-12 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA,
AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN
SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 25 OF
TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, NORMAN,
CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT
DISTRICT AND REMOVE THE SAME FROM THE R-1, SINGLE FAMILY DWELLING
DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF.
(1515 WEST MAIN STREET)

Notes: ACTION NEEDED: Motion to introduce and adopt Ordinance No. O-1314-12 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 8

Attachments: Text File O-1314-12 First Reading, O-1314-12,
Location Map, Staff Report, PUD Narrative, Site Plan
Rose Rock, Rose Rock Photographs, History of the
House, Protest-Support Map - 9/11/13, Protest
Letters, Letters of Support Rose Rock, 9-12-13 PC
Minutes - O-1314-12

Project Manager: Jane Hudson, Principal Planner

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	09/12/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	10/08/2013		Pass
Action Text: That this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting. to the City Council due back on 10/8/2013 by consent roll call							

Text of Legislative File O-1314-12

Body

SYNOPSIS: The house located at 1515 West Main Street has been purchased so a new Waldorf-based educational system, a private school named Rose Rock, can be established on-site. The applicant is requesting a rezoning from R-1, Single Family Dwelling District to a PUD, Planned Unit Development District. The purpose of the rezoning is to allow the director of the school to live on-site while managing the daily responsibilities of running the school. The current R-1 zoning district would require a Special Use to allow a school to operate on-site; however, that Special Use does not allow the director to live on-site. Therefore, the applicant has requested the Planned Unit Development District to allow for living arrangements on-site. The children attending this school will range in age from early childhood to mixed age elementary.

ANALYSIS: The particulars of this Planned Unit Development request include:

USE: The character of the site for this school will be a park-like green space. In keeping with Rose Rock/LifeWays/Waldorf curricula, the landscaping for the property shall be enhanced with new tree plantings, gardens, paths and fields for recreation for the students.

OPEN SPACE: The parcel is approximately 3.72 acres. The proposed open space is approximately 80%; this area is reserved for gardens and student recreation areas.

PARKING: On-site parking will be provided. Parking areas shall be constructed of approved materials. At maximum student capacity there will be 59 students. The proposed site plan depicts 25 parking spaces with additional area for drop-off and pick-up of the children in the circle drive.

During special events at the school, arrangements have been made with a local church to allow for off-site parking. Shuttle service to and from the school will be provided.

BUFFERS: The setbacks are noted along the sides and rear of the property at 20 and 30 feet, respectively. These setbacks are clear of buildings or parking and will remain open. The southeast property line, abutting the residential area along the drive, has approximately ten feet between the proposed drive and the adjacent lots. This is a large, almost four-acre lot. There is sufficient space and landscaping buffers that will reduce any impact on the neighboring residences.

ALTERNATIVES/ISSUES:

IMPACTS: The PUD narrative states that there will be 20 and 30 foot setbacks required along the sides and rear of the property to help alleviate any impacts. These property lines abut a single family subdivision which has been in existence for many years.

TRAFFIC: All traffic will access the site from Main Street. The existing drive will be widened, repaved and improved for accessibility. There is not a gate proposed at the entry.

With the design proposed, adequate queuing will be available on-site when coupled with school plans to stagger start/end times for different grades within the school. This commitment to the staggered drop-off/pick-up process by the school will help assure that no stacking problems will exist and spill out into neighborhood streets.

OTHER AGENCY COMMENTS:

PARKS BOARD: There are no additional requirements for parkland with this private school.

PUBLIC WORKS: Street, sidewalk, water and sanitary sewer improvements are existing on-site. If any additional impervious areas are created, a privately maintained detention pond will be utilized.

STAFF RECOMMENDATION: As requested by the neighbors, through neighborhood meetings, the applicant has developed a PUD narrative that established safeguards which should minimize any adverse impacts on

nearby single family residences. The site plan shows designated setbacks to reduce impacts on adjacent property owners. The areas designated for the outdoor activities and children's play area are setback from the property lines creating additional separation/buffer from the residential areas. The children's play area is fenced and slightly offset behind the front of the house, on the west side. This area is far from Main Street.

Staff recommends approval of Ordinance No. O-1314-12.

The Planning Commission, at their meeting of September 12, 2013, recommended adoption of this ordinance by a vote of 5-3.

O-1314-12

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER OF SECTION TWENTY-FIVE (25) OF TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE THE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1515 West Main Street)

- § 1. WHEREAS, Brent Swift, General Contractor for Rose Rock School Foundation, the owners of the hereinafter described property, has made application to have the subject property removed from the R-1, Single Family Dwelling District, and placed in the PUD, Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single Family Dwelling District, and place the same in the PUD, Planned Unit Development District, to wit:

Part of the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, described as follows: Commencing 970 feet East of the Southwest Corner of said Southeast Quarter (SE/4); Thence North 485 feet; Thence East 370 feet; Thence South 485 feet; Thence West 370 feet to the point of beginning.

LESS AND EXCEPT: That portion deeded to the State of Oklahoma and recorded in Book 252, Page 245. A strip, piece or parcel of land lying in part of the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the South line of said Southeast Quarter (SE/4) a distance of 970 feet East of the Southwest Corner of said Southeast Quarter (SE/4); Thence East along said South line a distance of 370 feet to a point 1294.3 feet West of the Southeast Corner of said Southeast Quarter (SE/4); Thence North a distance of 47 feet; Thence North 89°58' West a distance of 370 feet; Thence South a distance of 47 feet to a point of beginning.

Said tract contains 3.72 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the Site Development Plan (Exhibit A) and the PUD Narrative (Exhibit B), approved by the Planning Commission on September 12, 2013, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

§ 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2013.

NOT ADOPTED this _____ day of _____, 2013.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

ORDINANCE NO. O-1314-12

ITEM NO. 8b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Brent Swift, General Contractor for Rose Rock School Foundation
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	R-1, Single Family Dwelling District
SURROUNDING ZONING	North: R-1 East: R-1 South: R-1 West: R-1
LOCATION	1515 West Main Street
SIZE	3.72 acres, more or less
PURPOSE	Private School
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Residential East: Residential South: Residential West: Residential

SYNOPSIS: The house located at 1515 West Main Street was purchased so that a new Waldorf based educational system school could be established on-site, Rose Rock School. The applicant is requesting a rezoning from R-1, Single Family Dwelling District to a PUD, Planned Unit Development. The purpose of the rezoning is to allow the director of the school to live on-site while managing the daily responsibilities of running the school. The current R-1 zoning would require a Special Use to allow a school to operate on-site; however, that does not allow the director to live on-site. Therefore, the applicant has requested the Planned Unit Development to allow for living arrangements on-site. The children attending this school will range in age from early childhood to elementary.

ANALYSIS: The particulars of this Planned Unit Development request include:

USE The character of the site for this school will be a park-like green space. In keeping with Rose Rock/LifeWays/Waldorf curricula, the landscaping for the property shall be enhanced with new tree plantings, gardens, paths and fields for recreation for the students.

OPEN SPACE The parcel is approximately 3.72 acres. The proposed open space is approximately 80%; this area is reserved for gardens and student recreation areas.

PARKING On-site parking will be provided. Parking areas shall be constructed of approved materials. At maximum student capacity there will be 59 students. The proposed site plan depicts 25 parking spaces with additional area for drop-off and pick-up of the children in the circle drive.

During special events at the school, arrangements have been made with a local church to allow for off-site parking. Shuttle service to and from the school will be provided.

BUFFERS The building setbacks along the side and rear of the property are 20 and 30 feet, respectively. These setbacks are clear of buildings or parking areas and will remain open. The southeast property line, abutting the residential area along the drive, has approximately ten feet between the proposed drive and the adjacent lots. This is a large, almost four-acre lot. There is sufficient space and landscaping buffers that will reduce any impact on the neighboring residences.

ALTERNATIVES/ISSUES:

IMPACTS The PUD narrative stated there will be 20 and 30 foot setbacks required along the side and rear of the property. These property lines abut a single family subdivision which has been in existence for many years.

TRAFFIC All traffic will access the site from Main Street. The existing drive will be widened, repaved and improved for accessibility. There is not a gate proposed at the entry.

With the design proposed, adequate queuing will be available on-site when coupled with school plans to stagger start/end times for different grades within the school. This commitment to the staggered drop-off/pick-up process by the school will help assure that no stacking problems will exist and spill out into neighborhood streets.

OTHER AGENCY COMMENTS:

PARKS BOARD There are no additional requirements for parkland with this private school.

PUBLIC WORKS Street, sidewalk, water and sanitary sewer improvements are existing on-site. If any additional impervious areas are created, a privately maintained detention pond will be utilized.

STAFF RECOMMENDATION: As requested by the neighbors, this PUD has established safeguards that should minimize any adverse impacts on nearby single family residences. The

site plan shows designated setbacks to reduce impacts on adjacent property owners. The areas designated for the outdoor activities and children's play area are setback from the property lines creating additional separation/buffer from the residential areas.

Staff recommends approval of Ordinance No. O-1314-12.

Rose Rock School Foundation – PUD Narrative

1515 W. Main St. Norman, OK 73069

Submitted: August 5, 2013

Revised per Pre-Development Meeting Comments: August 29, 2013

Revised per City Comments: September 5, 2013

Introduction:

The Rose Rock School in Norman is planning to relocate to its purchased property at 1515 W. Main St. property and seeks to rezone it from R-1 to a Planned Unit Development (PUD).

Rose Rock School Mission:

"The Rose Rock School offers an education that respects the developmental stages and unique qualities of each child. Our curriculum fosters acute cognitive skills, keen emotional awareness, and meaningful worldly activity. Our long-term goal is to help lead children toward conscious adulthood, in which they respect diversity, interact harmoniously with all people, nurture and protect the natural world, and give joyfully to the communities in which they live."

"Rose Rock offers innovative education in a nurturing environment. Our Kindergarten is held in a comforting home-like atmosphere that provides many natural opportunities for learning. We offer a mixed-age setting, where the children socialize in a close-knit community, cooperating with and caring for each other. The children interact daily with the natural world. They care for our garden, relate with animal life, and play outside in all seasons. Each meal is homemade with fresh, whole, organic food and served family-style around a beautiful, simply set table. The older children help with all aspects of meal preparation and clean-up. Each day is infused with the joyful work of a happy home, and the crafts and tasks change as we progress through the seasons."

Project Description:

The partially wooded 4-acre site consists of a centrally located historic home with a detached garage. The Rose Rock School is seeking to rezone the site from R-1 to a PUD in order to relocate their school to this site and provide housing for a faculty member and his/her family. The proposed PUD will maintain the site as a single lot. This project aims to maintain as many of the existing healthy old growth trees on the site as possible, enhance the site with additional landscaping and refashion the existing drive way and parking areas in order to provide adequate parking, vehicle circulation and drop-off areas. The open green space and park-like character of the site will be preserved. Landscape areas will combine open grass areas with drought-tolerant and native plants. The existing site is within the R-1 residential district and is surrounded by single-family homes.

Project Schedule:

The construction of proposed site improvements and building improvements, where required, is anticipated to begin following all required City approvals. Improvements will be phased as needed to accommodate enrollment and City requirements. The proposed site improvements indicated, once constructed, are intended to accommodate a maximum of 59 students.

Rose Rock School Foundation – PUD Narrative

1515 W. Main St. Norman, OK 73069

Submitted: August 5, 2013

Revised per Pre-Development Meeting Comments: August 29, 2013

Revised per City Comments: September 5, 2013

Proposed PUD Zoning Requirements:

PUD Statement of Purpose:

The intent of this PUD is to develop zoning guidelines that will support the mission and needs of the Rose Rock School, preserve and enhance the existing site as well as the character of the surrounding residential neighborhood.

1. Permitted Principle Use:

1a. School for pre-K through elementary level education.

1b. Housing for one faculty member and his/her family.

1c. Accessory structures. Permitted structures include:

- Existing one-story garage shall remain.
- New storage sheds. Storage shed location zone as indicated on Site Plan. Storage sheds shall have a maximum size of 400 square feet. The total number of storage sheds shall not exceed (3) three.
- New trash and recycling enclosures.
- New children's play structures and equipment, with a height not to exceed 10 feet.

2. Other Permitted Uses

2a. If the permitted principle use, as stated in #1 above, is discontinued, the property may be used for a detached one family dwelling

3. Area Regulations:

3a. The existing land area of approximately 3.72 acres, or 162,043 square feet shall remain as a single lot. Subdivisions are not permitted.

3b. Front Yard: All accessory structures shall be set back from street right-of-way lines at a minimum of 50 feet.

3c. Side Yard: All accessory structures shall be set back at a minimum of 20 feet.

3d. Rear Yard: All accessory structures shall be set back at a minimum of 30 feet.

3e. All existing structures to remain are located within the stated setbacks.

3f. No additional buildings or structures are permitted other than noted on the site plan submitted.

4. Height Regulations:

4a. Existing building height of (3) stories shall remain.

4b. Existing (1) story garage remains.

4c. New accessory structure height shall not exceed 10 feet.

Rose Rock School Foundation – PUD Narrative

1515 W. Main St. Norman, OK 73069

Submitted: August 5, 2013

Revised per Pre-Development Meeting Comments: August 29, 2013

Revised per City Comments: September 5, 2013

5. Student Count:

5a. Rose Rock School will serve a maximum of 59 students ranging from early childhood to mixed age elementary, per Oklahoma DHS.

6. Operating Schedule:

6a. A Rose Rock School staff member will live in residence on site.

6b. School day operating hours will be from 8am to 5pm, Monday through Friday.

6c. Staggered drop-off and pick-up times in 15 minute intervals shall be utilized

6c1. Staggered drop-off times will be from 8:00 am through 8:45 am.

Each drop-off interval will accommodate approximately 15 students.

6c2. Staggered pick up times shall be from 1pm through 5pm. Each pick-up interval will accommodate approximately 20 students.

7. Landscaping

7a. Landscaping as shown on the site plan.

8. Site Lighting

8a. Existing light fixtures on the existing buildings remain.

8b. New light fixtures shall comply with the City of Norman's Commercial Lighting Ordinance.

9. Waste Management

9a. Trash and Recycling shall comply with City of Norman standards for commercial pick-up.

9b. Trash receptacle and enclosure as shown on Site Plan.

10. Parking

10a. Parking and paving areas shall comply with City of Norman standards and be constructed with approved materials.

10b. (25) Twenty-five parking spaces shall be provided, which meet code requirements.

10c. If needed, special event parking shall utilize designated areas of the drive-ways. Off-site parking will be available at St. Stephen's Methodist Church at 1801 W. Brooks St. Norman, OK 73069, along with a shuttle or carpool service to Rose Rock School.

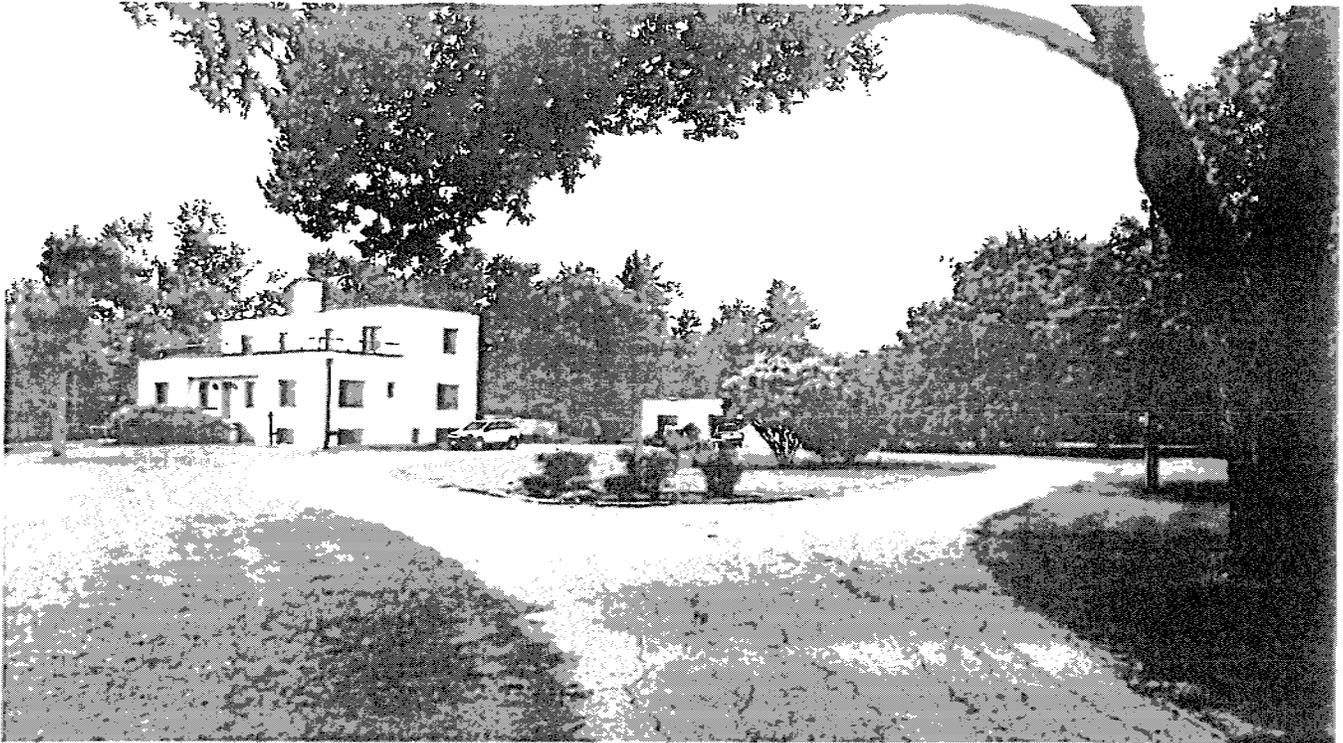
11. Fencing Walls and Screening.

11a. All fences, walls and screens shall comply with City of Norman requirements.

12. Signs

12a. All signage shall comply with City of Norman requirements.

End of Proposed PUD Zoning Requirements.



EXISTING



PROPOSED

Butzer Gardner Architects
ROSE BUCK SCHOOL 2012-2015

Rose Rock School – Planning Commission Submittal - General Information Only
Submitted: August 5, 2013
Revised: August 29, 2013

Johnson House
1515 W Main

Introduction

The purpose of this document is to provide general information about the existing site and residence. This document is not part of the PUD.

General House History

1. In 1939 Mr. and Mrs. E. G. Johnson built one of the largest homes constructed in Norman that year on a 4-acre tract west of Norman. The house is 74 years old.
2. Mr. Johnson, known by friends as Big Boy, due to his 6’6” stature, first bought a concrete company and then began construction of the house, which has 14” thick reinforced concrete walls.
3. The house is designed in an Art Moderne style—one of only a few remaining such structures in Norman.
4. Art Moderne was very streamlined and was most commonly in use between 1930s-1950s.
5. Big Boy Johnson was a founding member of the Touchdown Club and according to town lore, legendary OU Football Coach Bud Wilkinson was hired in the basement bar of the Johnson House in 1946.
6. As the town grew around and past it, the Johnson house has become a Norman landmark.

Historic Preservation

Given its architecture, its setting and the sheer size of the lot, the Johnson House makes a significant contribution to Norman’s sense of place.

Sense of place refers to the feelings emotions and attachments that people have for a particular location—a site, a district, a community. Sense of place is the feelings and emotions we have about buildings, neighborhoods and features that we value and that make our community different from everywhere else.

The Johnson House’s style and setting are a stark contrast to the suburban setting where all of the surrounding houses face away from Main Street and are hidden behind privacy fences.

Rose Rock School – Planning Commission Submittal - General Information Only
Submitted: August 5, 2013
Revised: August 29, 2013

The house's landmark role in Norman is due to its size, its distinctive Modernistic architecture and the fact that it faces Main Street surrounded by a 4-acre parcel. A canopy of mature oak trees lines the sidewalk. Coupled with the open expanse of lawn, the Johnson House feels like a park to everyone who passes whether by car or on foot.

The Rose Rock School is seeking to preserve all of those elements of the landmark—the house, the grounds and the setting—not just for the school but for the benefit of the entire Norman community.

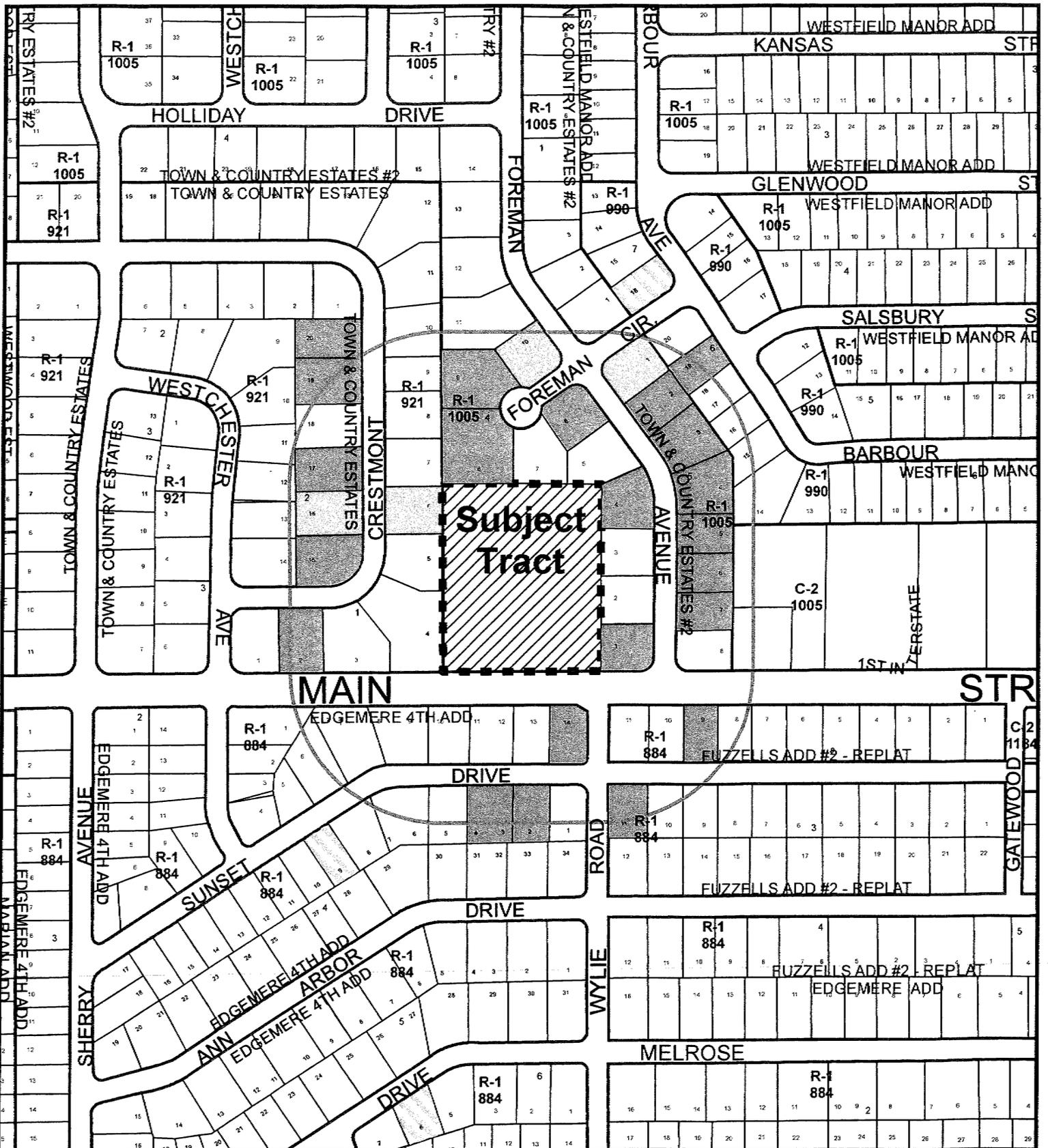
The notion of adaptive reuse of buildings is quite common in historic preservation. Throughout the country and the world, historic buildings often outlive one use and are adapted for a new and productive use. Adaptive reuse allows community landmarks to remain in place and community history to survive

Historic preservation is the ultimate green activity. After all, the greenest building is the one already built!

Investing in historic preservation conveys value not only on the property itself but that reinvestment creates value for surrounding properties.

Preserving such a landmark that contributes to Norman's sense of place creates value for everyone.

Imagine the site without the Johnson House. Imagine the site as an office park or a collection of single family houses, none of which could address Main Street but would all turn inward aware from the arterial street as current subdivision regulations require.



Protest & Support Map

38.0% Protest Within Notification Area
7.9% Support Within Notification Area



Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



Scale: 1" = 300'
September 11, 2013

-  Subject Tract
-  Protest
-  Notification Area
-  Support
-  Protest Outside Notification Area
-  Support Outside Notification Area

August 30, 2013

Planning Commission
c/o City Clerk
City of Norman
201 West Gray, Bldg. A
City of Norman, Oklahoma

Honorable Commissioners:

I am writing this letter to oppose the rezoning of the property located at 1515 West Main Street.

It is already quite difficult for a vehicle to enter Main Street from Foreman Avenue. So, to add additional traffic to Main Street so close to Foreman Avenue, especially traffic slowing down to make a turn into 1515 West Main, would make our access to Main Street almost impossible.

Further, Norman presently has only three major East-West streets that have a relatively free flow of traffic. For the commission to permit a private school on Main Street and Wylie Road would create unnecessary congestion both directions on Main and also south bound on Wylie Road.

Further, I am concerned such zoning change will have an unfavorable, adverse and unfair impact on my and my neighbor's home values.

Lastly, the noise associated with a school will disrupt the tranquility and peace of our homes and that is not fair.

So, please do not approve this zoning change to impair this fine and established neighborhood.

Respectfully,



James F. Ryan, O.D.
211 Foreman Avenue
Norman, Oklahoma 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9-3-13

FILED IN THE OFFICE
OF THE CITY CLERK
ON Sept 3, 2013 (ll)

Sept 1, 2013

The City of Norman
201 West Gray, Bldg A
P.O. Box 370
Norman, Ok 73069

Attn: Planning Commission

Re: Requested Land Use Plan Amendment & Rezoning
of 1515 West Main St. Norman, OK

I am opposed to the rezoning from single family dwelling to PUD. As stated in my previous opposed statement made earlier this year.

The home & land was purchased as single family dwelling. If the owners were planning to move their school to this address they should have gone through the proper procedures before purchasing the home. This I feel is inconsiderate to all the neighborhood!

This is a well established quiet neighborhood which many of the owners have lived for a long time. The PUD rezoning would disrupt the entire neighborhood, causing more congestion to our streets. Main St already has numerous accidents each year at Wylie St and Foreman Ave, both which enter onto to Main St. The proposed driveway submitted by Rose Rock School, adds to the congestion at their driveway which they want both entrance & exits at the same location which would go into Main St, adding yet even more traffic congestion. Plus the fact that they will have faculty parking in the same area consisting of 6 rows total parking and will also use the same driveway & area. We have 4 schools in the same area, which all of us have to deal with each day. Since my home is on the corner, I will have traffic on 3 sides of my home, making it even harder to enter & exit my driveway. The majority of home owners do not want this change. Ambulances, fire trucks & police cars also use Main St extensively, which would cause them delays due to traffic congestion. We have 6 traffic lights already between flood & 24th St., this added to the congestion also.

I ask the the Rezoning for PUD be denied

Sincerely
Catherine Judge
114 Foreman St
8-16 Norman, OK

PLEASE PROTECT OUR NEIGHBORHOOD!

We the undersigned protest the proposed Land Use, Zoning, and platting Applications submitted by Rose Rock School Foundation for the Property located at 1515 West Main Street in Norman, OK. The proposed school is an inappropriate use for this Property and will cause severe and lasting damage to the tranquility, livelihood, and safety of the neighborhoods around the Property, as well as severe traffic problems on West Main Street.

Printed Name	Signature	Address	Date
Robert Holbrook			
Lubi Holbrook	Lubi Holbrook	216 Foreman Cir	9/8/13
Tim W Grizzle	Tim W Grizzle	1503 Sunset Dr	9/8/13
Larry Coates	Larry Coates	1505 Sunset	9/8/13
David Donaghe	David Donaghe	1502 Sunset	9/8/13
WM. RUSSELL	William Russell	1317 Sunset	9/8/13
Marilyn Cain	Marilyn Cain	1322 Sunset	9/8/13
Edna Tully	Edna Tully	1321 Sunset Dr	9/8/13
Janet Sterling	Janet Sterling	208 Foreman Ave	9/8/13
Margaret Pearson	Margaret Pearson	208 Crestmont	9-9-13
Mary Anne Tullis	Mary Anne Tullis	111 Foreman Ave	9/10/12
Betty H. Walden	Betty H. Walden	121 CRESTMONT	9-9-13
FARE E WALDEN	Fare E Walden	121 CRESTMONT	9-9-13
KATHRYN SALTER	Kathryn Salter	220 FOREMAN	9-9-13
Michelle Arnold	Michelle Arnold	128 Foreman Ave	9-9-13
Nathan Arnold	Nathan Arnold	128 Foreman Ave	9/9/13

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON September 9, 2013
 (lls)

2/3

PLEASE PROTECT OUR NEIGHBORHOOD!

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Printed Name	Signature	Address	Date
Kimberly Cooper	<i>Kimberly Cooper</i>	1501 Sunset Dr.	9-8-13
Dillon Travis	<i>Dillon Travis</i>	1507 Sunset Dr.	9-8-13
KENT A. RAY	<i>Kent A. Ray</i>	1504 SUNSET DR.	08 SEP 13
Stephen McDonald	<i>Stephen McDonald</i>	111 Crestmont Ave.	9/8/2013
Thomas A. Kennedy	<i>Thomas A. Kennedy</i>	126 Crestmont	9-8-2013
BARBARA Kennedy	<i>Barbara Kennedy</i>		
Debbie Raison	<i>Debbie Raison</i>	140 Crestmont	9-8-2013
Rebecca Raby	<i>Rebecca Raby</i>	219 Crestmont	9-8-2013
Charlotte Caldwell	<i>Charlotte Caldwell</i>	218 Crestmont	9-8-2013
DALE SULLIVAN	<i>Dale Sullivan</i>	224 CRESTMONT	9-8-2013

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON September 9, 2013
 (clerk)

3/3

Statement of Support for Rose Rock School

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/6/13

We, the undersigned, support the move of Rose Rock School to 1515 W. Main St., Norman, OK because it is centrally located in Norman. It will be a beautifully landscaped property and therefore a showpiece for the city. Issues concerning traffic flow have been addressed and Rose Rock is legally committed to plans that will accommodate the smooth entry and exit of traffic into and out of the property throughout all stages of the school's growth. This progressive school model is inspired by the fastest growing independent school movement in the world, Waldorf education. It offers a proven curriculum with a long-standing record of academic success, community involvement, volunteerism and activism, and artistic achievement. It is an education that will attract new families to our Norman community and this will contribute to and support the local economy.

Name	Address	Email
1. Debra Williams	3924 Coventry Lane, Norman 73023	williamsdebby49@yahoo.com
2. S.F. Desjardement	510 Miller Ave, Norman 73061	lntezritas@gmail.com
3. Matthew Lead	1308 Glenwood	leadforwabl@yahoo.com
4. Cathryn Morris		cathryn.morris@gmail.com
5. MAR PELLE	302 S. 27th St., Norman	
6. Gloria Lead	2619 S. 27th St. Norman	
7. ANN JAMES	1413 Oakhill Drive, Norman	ajking5@att.net
8. Debra Techy	2310 Memphis Norman	
9. Debra Techy	2310 Memphis Norman	tracytechy@aol.com
10. Debra Techy	2310 Memphis Norman	
11. SMART PECK	"	
12. Debra Techy	"	
13. Debra Techy		
14. Cybele Hsu	612 Claxton Blvd Norman	cybele.hsu@gmail.com
15. Jory Hsu	612 Claxton Blvd, Norman	jory10180@yahoo.com
16. Emma Bell	8535 Arroyo St	
17. Emma Bell	8535 Arroyo St	dougbellis@chk.com
18. Shanna Linton	1420 24th Ave SE	
19. Kevin Harris	1420 24th Ave SE	
20. JANE VANLANDINGHAM	426 W. Eufaula St 73067-5625	d.gardendancer@gmail.com

Statement of Support for Rose Rock School

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/6/13

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	Name	Address	Email
1	Hester Baer	421 College Ave Norman 73069	hesterbaer@yahoo.com
2	Kimberly Privette		
3	Morgan Hudson	2505 Black Oaks Cir	morgan.d.hudson@gmail.com
4	Kika Maryeski	113 Monticello Rd Norman OK	
5	COCO RUONO	3001 peasant 173-	
6	Melodi Byrd	417 Margaret Norman	
7	Star [unclear]	215 [unclear]	[unclear]
8	HAN KANG	1508 Melrose Dr Norman	centria@gmail.com
9	FRIGYATA GIERKA	805 N. 4th AVE.	
10	Carol DeCramler	2881 Jefferson 3rd St	Norman OK 73072
11	Camden Steele	5069 Cardinal Creek Blvd 7501	
12	Jimmy Alford	2380 Talstwood Pl	Norman 73091
13	John Marak	313 Sequoyia Tr 73071	t.marak@att.net
14	Djidal Sullivan	1913 Sequoyia	
15	Norma Pasolun	122 Comanche Pucell	
16	Norma Pasolun	122 Comanche Ave Norman	
17	Ann Lopez	1701 S Ironwood Ave	
18	Melinda Smith	210 E Boyd St Apt 7	emill@ev.edu
19	Barbara Cyber	1400 Brighton Ave OKC	
20	Brooklyn Jackson	1222 Windsor Way 73069	jackson.brooklyn@yahoo.com

Statement of Support for Rose Rock School

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/6/13

We, the undersigned, support the move of Rose Rock School to 1515 W. Main St., Norman, OK because it is centrally located in Norman. It will be a beautifully landscaped property and therefore a showpiece for the city. Issues concerning traffic flow have been addressed and Rose Rock is legally committed to plans that will accommodate the smooth entry and exit of traffic into and out of the property throughout all stages of the school's growth. This progressive school model is inspired by the fastest growing independent school movement in the world, Waldorf education. It offers a proven curriculum with a long-standing record of academic success, community involvement, volunteerism and activism, and artistic achievement. It is an education that will attract new families to our Norman community and this will contribute to and support the local economy.

	Name	Address	Email
1	Frances Whalen	700 Laura St. Norman, OK 73069	ffwhalen@gmail.com
2	SHERYL JAROSLAVSKI	1029 MADISON NORMAN "	cyaros@cox.net
3	Andrea Perry	15900 96th St. Lexington OK 73057	andrea.perry@yahoo.com
4	Maggie Milpiken	1508 Charles St. Norman 73069	
5	Valerie Winbray	2118 S Santa Fe Apt 101 Moore 73060	
6	Char Bradley	600 Nebraska St, Norman, OK 73069	
7	Elise Bogart	309 Meikle Dr Norman 73069	
8	Nelida Alvarez	218 Collier Dr. Norman, OK 73069	
9	Erika Leekens	516 Macy St Norman OK 73071	erika.leekens@gmail.com
10	Wendy Seener	25478 Seener Ave	
11	Devin Hays	115 Akerss 73071	devinhays@yahoo.com
12	XXXXXXXXXXXXXXXXXXXX	135 Crestmont Ave Norman 73072	ikereves1@gmail.com
13	Kristie Couch	4400 W. main #125 Norman 73072	kskipton@gmail.com
14	Julie Adams	225 SW 148th OK OK 73170	Valentine.72@att.net
15	Theresa Fulk	1320 Aspen Lane Norman 73072	Theresa.M.Fulk@OU.Edu
16	Justin Jackson	508 Sandpiper Ln Norman 73071	
17	Aaron Nicken	1105 McNamee Norman 73069	
18	Annmarie Lewis	3003 River Oaks Dr #52 Norman 73072	
19	Dace Lemia	2804 Victoria Dr, Norman OK 73072	ademiad@ou.edu
20	RYAN PRUETT	113 MONTICELLO RD. NORMAN, OK 73072	PRUETT@YANES@GMAIL.COM

Subject: RE: Rose Rock School - email in support
Date: Monday, April 1, 2013 7:33:56 AM CT
From: shanah vassar
To: Ahmadi, Kasra G.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/6/13

> Date: Mon, 1 Apr 2013 01:44:39 -0400
> From: stephanieroyse@cox.net
> To: howyougonnalive@hotmail.com
> Subject: Rose Rock School - email in support

>

> March 30, 2013

>

> To Whom It May Concern:

>

> I am writing this letter to express my support for the development of Rose Rock School on the property adjacent to the Town & Country addition in Norman. It is my opinion that the establishment of a Waldorf school that can serve a greater number of students in central Norman will be an asset to our neighborhood and the entire community.

>

> My children attended Children's House Montessori School in Norman when they were small. While Montessori and Waldorf schools are not identical in philosophy, I do believe they both offer very young learners an understanding about their place in the world and incorporate the vital concept of social responsibility into the students' curriculum at a very early age. The more children who can be exposed to this philosophy the better. They will be the ones caring for our community as we grow too old to do so ourselves.

>

> I realize that some of my neighbors have concerns about having the school located near our homes. Of the concerns that were voiced, I felt the only truly legitimate issue was the prospect of rezoning the area. Now that I understand how the change in zoning would be dealt with if someone wanted to build a strip mall or other commercial venture on the property, my concerns have been assuaged.

>

> Perhaps most importantly, I am eager to see this piece of property remain in the hands of one owner. Knowing that there are no plans to divide and sell off the property to a variety of owners or tear down the existing home are of great comfort to me. Open spaces are at a premium in our beautiful community and the idea of placing the Rose Rock School on this piece of property sounds like the ideal use for this unique piece of land. Thank you.

>

> Sincerely,

>

> Stephanie Royse
> 224 Foreman Circle
> Norman, OK 73069
> (405) 615-5879
> stephanieroyse@cox.net

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/10/13

TO: Norman City Council

FROM: Mr. L. Dee Fink, resident *Dee Fink*
234 Foreman Avenue, Norman

RE: My Support for the Proposed Location of Rose Rock School on West Main Street

DATE: March 25, 2013

I am a person who has changed my position regarding the proposed location of Rose Rock School on West Main Street in Norman. At the Planning Commission meeting in May, 2012, I spoke in opposition to the school locating here, citing its excessive size (~250 students) and the resulting traffic/parking problems. But I also said if the school reduced the number of students to, say, 150, I would withdraw my opposition.

Since that time, Rose Rock has drastically reduced the number of students it proposes to have, to 59, and has worked extensively to solve the traffic and parking issues. As a result, I now **SUPPORT** their location on this site, for three reasons:

1. Rose Rock has worked very hard to hear the community concerns and has made significant changes in an effort to accommodate those concerns.

- They have arranged to meet with people in this community, in our community, multiple times.
- They have made extensive changes in their plans for the school, for example:
 - Reducing the size of the school
 - Re-arranging the traffic flow in and out of the school grounds
 - Reducing the total "footprint of the school" on the lot, e.g., no new buildings, reduced light glare to the immediate neighbors, etc.

2. Rose Rock will be a good neighbor in this community.

- If Rose Rock does not come into this location, something else will.
- There are very few home owners or business owners (if that were allowed) who would work as hard as Rose Rock has, to listen to and adjust their plans to our expressed needs.
- The desire to be a good neighbor is part of their whole educational philosophy; that attitude will not go away "tomorrow".

3. Our community should work to accommodate special schools; that is a responsibility we should take on gladly.

- All schools are in a general sense "good" but not all schools have the special character of Rose Rock, to promote a green attitude toward the environment, a "let's learn how to get along" attitude towards other people, and let's help each other learn. This is a very special kind of school.
- When we have the opportunity to keep and support this kind of school in Norman, we should work hard to do that, not create roadblocks for it.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/6/13

Mary Jo Tinsley
1512 Sunset Drive
Norman, OK 73069
March 30, 2013

City Council
City of Norman
P.O. Box 370
Norman, OK 73070

I live just outside the 350 foot area, at 1512 Sunset Drive., that has received the notice from the City of Norman about the Rose Rock School zoning at 1515 W. Main Street. I would like to express my wholehearted support for the school.

I am glad that the property was purchased by someone that is interested in keeping the structure same and who is interested in residing at the house to give it a home feel. I was worried that the property would be purchased and torn down to build another gas station, strip mall, more unnecessary houses, etc.

Rose Rock School has done a lot to alleviate traffic concerns by proposing a school of only 59. I appreciate that they have added parking and widened the driveway to accommodate the extra traffic flow. I go through that intersection every day and I just don't see how this could be an issue, especially since they reduced their student numbers. I appreciate Rose Rock School's approach of minimal impact to the neighborhood and support their PUD application.

Rose Rock School has been working with neighbors for about a year in addressing our concerns since the Planning Commission meeting in May 2012. I sincerely appreciate that about them. They have demonstrated to me that they will be strong partners in our neighborhood and our community.

Sincerely,



Mary Jo Tinsley

March 25, 2013

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/6/13

To Whom it May Concern;

My name is David Spradling. My family and I live at 134 Crestmont Avenue. This letter is to voice our support for George and Shanah Ahmadi and the Rose Rock School at 1515 W Main.

Our family has discussed this matter and we feel there are several important reasons to support the Rose Rock School and their proposal. These reasons include historic preservation, community and neighborhood growth and property value.

Firstly though, I have had the pleasure to know and spend time with the Amhadis over the last 5 years and I have found them to be honest, forthright and upstanding members of our city. They are exactly the sort of neighbors we want living and working in our neighborhood. Over the course of the last few months I have seen the Ahmadis work very hard to discover and address reasonable neighborhood concerns. It is clear to me they are trying to work with neighbors. I believe they will work diligently to improve the area, serve their clients and make our neighborhood a better place.

The house at 1515 W Main is an historic fixture in Norman and the Rose Rock School plans to keep and use it. Our family is deeply concerned that were any other plan for that property by any other business or development be approved the house would come down. I know the Rose Rock School plans to improve the grounds as well. We are anxious to see the results.

The Rose Rock School also means a chance for our neighborhood and community to grow. The plan is to create a small private elementary school. Our family thinks kids are great and is in favor of more and different educational choices for them. More and different choices is one of Norman's strong points and we shouldn't shrink from it now.

Our last and perhaps most important reason for supporting the Rose Rock School is property value. It is my understanding that having a school in the area will neither increase or decrease the value of our home. However, the same could not be said were another, larger business to decide to move onto that property. We would like to see this community come together to support this locally based business because the alternatives are much less appealing.

Our one significant concern about the proposal is much the same as many others; traffic. Having the Rose Rock School at 1515 W Main will mean more traffic in the area. Rose Rock School has a viable plan to accommodate the extra traffic and lessen the impact on the surrounding neighborhood. We believe this concern to be less significant that the possible benefits of having the Rose Rock School in our neighborhood.

I came to Norman in 1987 and have made this my home. Norman is a city of independence, thoughtful rebellion and boundry pushing free thinkers. We strongly believe the Rose Rock School fits that

mindset and fits our community and our neighborhood. We should welcome their efforts to make our city a better place.

There are many views and many voices in this debate, most all of them important and worth hearing. Thank you for the opportunity to make ours heard.

David Kelso Spradling and Family

TO: Barbara Hall, City Clerk
City of Norman

FROM: Arletta Fink *Arletta Fink*
234 Foreman Avenue
Norman, Oklahoma 73069

RE: The PUD Proposal for Rose Rock School

DATE: September 26, 2013

It is my understanding that the City Council will hold a hearing about the PUD Proposal for Rose Rock School on October 22, 2013.

As one of the residents near the location of the proposed school, I would like to place on record my support for the location of Rose Rock School at 1515 Main Street, Norman, Oklahoma.

I think Rose Rock personnel have listened well to the residents in this area and have made numerous, substantial adjustments in their proposal. As a result, the size of the school is much smaller and the traffic flow patterns appear to minimize traffic issues.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10-1-13



City of Norman, OK

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

Master

File Number: O-1314-13

File ID: O-1314-13	Type: Ordinance	Status: Consent Item
Version: 1	Reference: Item No. 9	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 08/20/2013
File Name: Crematoriums Amendment		Final Action:

Title: CONSIDERATION OF ORDINANCE NO. O-1314-13 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO ALLOW CREMATORIALS IN CONJUNCTION WITH A FUNERAL PARLOR OR MORTUARY, WHETHER A PERMITTED OR SPECIAL USE IN THE DISTRICT, WITH CONDITIONS IN THE OFFICE-INSTITUTIONAL (O-1), SUBURBAN OFFICE COMMERCIAL (CO), LOCAL COMMERCIAL (C-1), GENERAL COMMERCIAL (C-2), INTENSIVE COMMERCIAL (C-3), AND LIGHT INDUSTRIAL (I-1) ZONING DISTRICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1314-13 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 9

Attachments: Text File O-1314-13 First Reading, Exhibit A - Survey on Crematoriums, O-1314-13 Clean, O-1314-13 Annotated, Staff Report, 9-12-13 PC Minutes - O-1314-13

Project Manager: Susan Connors, Director of Planning and Community Devel

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	09/12/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	10/08/2013		Pass
Action Text: That this Ordinance be Recommended for Adoption at a subsequent City Council Meeting. to the City Council due back on 10/8/2013 by consent roll call							

Text of Legislative File O-1314-13

Body

BACKGROUND: In November, 2012 the City Council approved an amendment to the Zoning Ordinance to add Crematoriums as a Special Use in the A-2, C-2 and C-3 zones and as a Permitted Use in I-1 and I-2. The use has development requirements that must be met whether developed as a Special Use or a Permitted Use. This amendment contemplated crematoriums as a stand-alone use and the criteria for locating crematoriums were based on them being a single use.

City staff has been approached once again on this issue to request that crematoriums be allowed to be located in the same building with a funeral home or mortuary. This is certainly an option in the industry and there are no State regulations that would prohibit this from occurring.

Staff has reviewed several other cities' zoning ordinances as to their regulations for crematoriums. We found a wide range of regulations. EXHIBIT A is a table which identifies the cities we researched and the regulations those cities required for the construction of crematoriums.

Oklahoma City and Tulsa both allow crematoriums to be located in the same zones where a funeral home or mortuary is allowed.

The attached zoning code amendment was a substitute amendment recommended for approval by the Planning Commission. It will allow a crematorium in a funeral home or mortuary in non-residential zoning districts. They will be allowed as a Special use in the O-1, CO, C-1, C-2 and C-3 Zoning Districts and by right in the I-1 Zoning District. The change was made after testimony in opposition was received and after Commission discussion. The substituted ordinance adds the additional requirement that the use is a Special Use in the C-2 and C-3 zones to allow additional review of this use in commercial areas.

RECOMMENDATION: Staff recommends approval of this Code amendment. There are development conditions included in the Ordinance language that must be met to protect adjacent properties.

At their meeting of September 12, 2013, Planning Commission recommended approval of the attached Ordinance by a vote of 8-0.

**EXHIBIT A
SURVEY ON CREMATORiums**

CITY	WHAT ZONES CREMATORiums ARE ALLOWED	CONDITIONS	SETBACK FROM RESIDENTIAL
OKLAHOMA CITY	In Cemetery as an accessory use	In cemetery is an accessory use Special Use Permit. a. Parking or loading at least 20' from abutting residential district b. Structures surrounded by cemetery grounds and setback 75' from street and 20' from residential zones	Per underlying zoning
OKLAHOMA CITY	With a funeral home	Special Use Permit	Per underlying zoning
OKLAHOMA CITY	Stand alone as principal use: O-2 General Office C-3 Community Commercial C-4 General Commercial, I-1, I-2, I-3	Special Use Permit	O-2 = 15' C-3 = 15' C-4 = 15' I-1 = 15' I-2 = 35' I-3 = 50'
OKLAHOMA CITY	CBD	By right	CBD = 0'
TULSA	Any District	Special Exception granted by Board of Adjustment (BOA)	As approved by the BOA
BROKEN ARROW	A-1	Special Use Permit, with development regulations a. vehicle access to arterial, d. 50 foot setback from all property	

		lines	
BROKEN ARROW	I-1 & I-2 Allowed in cemeteries of 40+ acres with the following: <ul style="list-style-type: none"> • 100' bldg setback from arterial, • 50' bldg setback from non-arterial. 	By right, a. vehicle access to arterial, d. 50 foot setback from all property lines	
EDMOND	Light Industrial (F-1)		70 foot setback from residential
ALBUQUERQUE, NM	SU-1 (PUD)	Site development plan governs the project	
CHARLOTTE, NC	B-2, I-1, I-2	By right	400' measured from closest building to nearest residential district
CHARLOTTE, NC	Single-family, multi-family, institutional, office, B-1, B-2, BD, MX-1, MX-2, MX-3, NS, I-1 and I-2 when in a cemetery of 100 acres or more	As accessory in a cemetery of 100 acres: conditions include: a. enclosed building, b. meets parking requirements, c. meets all applicable local and state and federal laws & regulations, d. enclosed building that meets fire and bldg code	If in residential district, facilities must be 100' from exterior property line of the cemetery
CHARLOTTE, NC		Accessory to funeral home if funeral home is primary use	Per underlying zoning
PHOENIX, AZ	Light Industrial Districts	By right	Per underlying zoning

THORNTON, CO	Agriculture and Business Park	<p>Special Use:</p> <ul style="list-style-type: none"> a. Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times. b. All storage shall be inside. c. Incinerator stacks shall not be located on the front roof of any structure facing any street. 	Per underlying zoning
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AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO ALLOW CREMATORIUMS IN CONJUNCTION WITH A FUNERAL PARLOR OR MORTUARY, WHETHER A PERMITTED OR SPECIAL USE IN THE DISTRICT, WITH CONDITIONS IN THE OFFICE-INSTITUTIONAL (O-1), SUBURBAN OFFICE COMMERCIAL (CO), LOCAL COMMERCIAL (C-1), AND LIGHT INDUSTRIAL (I-1) ZONING DISTRICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 1. That Section 422.9 of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

SEC. 422.9 – O-1, OFFICE-INSTITUTIONAL DISTRICT

* * *

3. Special Use: The following uses may be permitted, after review, in accordance with Section 434.1:

- (a) Hospital, provided that:
 - (1) Proposed site shall have a minimum 500 foot frontage on a principal urban arterial;
 - (2) No ingress or egress shall be allowed except from arterial streets;
 - (3) Buffer strips shall be provided between adjoining residentially zoned properties:
 - (a) No structure shall be closer than 200 feet from the residentially zoned properties;
 - (b) A landscaped area 50 feet in width, or 20 feet with a six (6) foot brick, or decorative masonry wall, shall be provided along shared property lines; and,
 - (4) There shall be a minimum ten (10) acre site with an additional one (1) acre for each additional ten (10) beds or fraction thereof above one hundred (100) beds.
- (b) Funeral parlor, mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:

- (1) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.
- (2) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
- (3) All storage shall be inside.
- (4) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.

* * *

§ 2. That Section 423.1 of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

Sec. 423.1 – CO, SUBURBAN OFFICE COMMERCIAL DISTRICT

* * *

3. Special Use: The following uses may be permitted, after review, in accordance with Section 434.1:

- (c) Emergency Medical Transportation Services.
- (d) Funeral parlor, mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:
 - (1) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.
 - (2) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
 - (3) All storage shall be inside.
 - (4) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.

* * *

§ 3. That Section 423.2 of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

Sec. 423.2 – C-1, LOCAL COMMERCIAL DISTRICT

* * *

3. Special Use: The following uses may be permitted, after review, in accordance with Section 434.1:

- (a) Emergency Medical Transportation Services.
- (b) Funeral parlor, mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:
 - (1) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.
 - (2) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
 - (3) All storage shall be inside.
 - (4) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.

* * *

§ 4. That Section 426.1 of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

Sec. 426.1 – I-1, LIGHT INDUSTRIAL DISTRICT

* * *

1. Uses Permitted. Property and buildings in an I-1, Light Industrial District, shall be used only for the following purposes:

- (a) Any of the following uses:

* * *

- (5) Crematorium, subject to all the following conditions and requirements:
 - (a) Crematoriums shall meet the setback requirements of the underlying zoning district, except that they will be located a minimum of 400 feet from any RE, R-1, R-2, and R-3 zoning districts and 100 feet from all other zoning districts measured from the closest point of the building to the nearest residential district.

- (b) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
 - (c) All storage shall be inside.
 - (d) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.
 - (e) Crematoriums shall have direct vehicle access to an arterial street.
- (6) Funeral parlor, mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:
- (a) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.
 - (b) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
 - (c) All storage shall be inside.
 - (d) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.
- (7) Farm machinery or contractor's machinery storage yard.
- (8) Mobile home and camper sales.
- (9) Office buildings and offices for such professional services as accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, or registered nurse; provided, however, that no retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional offices or a pharmacy which may be located only in a building providing space for medical offices.
- (10) Public utility service company yard or electrical receiving or transforming station.
- (11) Truck and farm implement sales and service.
- (12) Truck terminal.
- (13) Veterinary hospital.
- (14) Warehousing.
- (15) Trade schools and schools for vocational training.
- (16) Impoundment yard, subject to the following conditions:
- (a) the operator of the storage facility must obtain both a City License to operate an impoundment yard and a State Wrecker License;

* * *

§ 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day of
_____, 2013.

NOT ADOPTED this _____ day of
_____, 2013.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO ALLOW CREMATORIALS IN CONJUNCTION WITH A FUNERAL PARLOR OR MORTUARY, WHETHER A PERMITTED OR SPECIAL USE IN THE DISTRICT, WITH CONDITIONS IN THE OFFICE-INSTITUTIONAL (O-1), SUBURBAN OFFICE COMMERCIAL (CO), LOCAL COMMERCIAL (C-1), AND LIGHT INDUSTRIAL (I-1) ZONING DISTRICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 1. That Section 422.9 of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

SEC. 422.9 – O-1, OFFICE-INSTITUTIONAL DISTRICT

* * *

3. Special Use: The following uses may be permitted, after review, in accordance with Section 434.1:

- (a) Hospital, provided that:
 - (1) Proposed site shall have a minimum 500 foot frontage on a principal urban arterial;
 - (2) No ingress or egress shall be allowed except from arterial streets;
 - (3) Buffer strips shall be provided between adjoining residentially zoned properties:
 - (a) No structure shall be closer than 200 feet from the residentially zoned properties;
 - (b) A landscaped area 50 feet in width, or 20 feet with a six (6) foot brick, or decorative masonry wall, shall be provided along shared property lines; and,
 - (4) There shall be a minimum ten (10) acre site with an additional one (1) acre for each additional ten (10) beds or fraction thereof above one hundred (100) beds.
- (b) Funeral parlor, Mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:

- (1) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.
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- (3) All storage shall be inside.
- (4) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.

* * *

§ 2. That Section 423.1 of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

Sec. 423.1 – CO, SUBURBAN OFFICE COMMERCIAL DISTRICT

* * *

3. Special Use: The following uses may be permitted, after review, in accordance with Section 434.1:

- (c) Emergency Medical Transportation Services.
- (d) Funeral parlor, ~~M~~mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:
 - (1) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.
 - (2) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
 - (3) All storage shall be inside.
 - (4) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.

* * *

§ 3. That Section 423.2 of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

Sec. 423.2 – C-1, LOCAL COMMERCIAL DISTRICT

* * *

3. Special Use: The following uses may be permitted, after review, in accordance with Section 434.1:

- (a) Emergency Medical Transportation Services.
- (b) Funeral parlor, ~~M~~mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:
 - (1) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.
 - (2) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
 - (3) All storage shall be inside.
 - (4) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.

* * *

§ 4. That Section 426.1 of Chapter 22 of the Code of the City of Norman shall be amended to read as follows:

Sec. 426.1 – I-1, LIGHT INDUSTRIAL DISTRICT

* * *

1. Uses Permitted. Property and buildings in an I-1, Light Industrial District, shall be used only for the following purposes:

- (a) Any of the following uses:

* * *

- (5) Crematorium, subject to all the following conditions and requirements:
 - (a) Crematoriums shall meet the setback requirements of the underlying zoning district, except that they will be located a minimum of 400 feet from any RE, R-1, R-2, and R-3 zoning districts and 100 feet from all other zoning districts measured from the closest point of the building to the nearest residential district.

- (b) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
 - (c) All storage shall be inside.
 - (d) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.
 - (e) Crematoriums shall have direct vehicle access to an arterial street.
- (6) Funeral parlor, mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:
- (a) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.
 - (b) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
 - (c) All storage shall be inside.
 - (d) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.
- ~~(6)(7)~~ Farm machinery or contractor's machinery storage yard.
- ~~(7)(8)~~ Mobile home and camper sales.
- ~~(8)(9)~~ Office buildings and offices for such professional services as accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, or registered nurse; provided, however, that no retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional offices or a pharmacy which may be located only in a building providing space for medical offices. ~~Funeral homes and mortuaries shall not be considered professional services permitted in this district.~~
- ~~(9)(10)~~ Public utility service company yard or electrical receiving or transforming station.
- ~~(10)(11)~~ Truck and farm implement sales and service.
- ~~(11)(12)~~ Truck terminal.
- ~~(12)(13)~~ Veterinary hospital.
- ~~(13)(14)~~ Warehousing.
- ~~(14)(15)~~ Trade schools and schools for vocational training.
- ~~(15)(16)~~ Impoundment yard, subject to the following conditions:
- (a) the operator of the storage facility must obtain both a City License to operate an impoundment yard and a State Wrecker License;

* * *

§ 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day of
_____, 2013.

NOT ADOPTED this _____ day of
_____, 2013.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

ORDINANCE NO. O-1314-13

ITEM NO. 9

STAFF REPORT

ITEM: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO ALLOW CREMATORIUMS IN CONJUNCTION WITH A FUNERAL PARLOR OR MORTUARY, WHETHER A PERMITTED OR SPECIAL USE IN THE DISTRICT, WITH CONDITIONS IN THE OFFICE-INSTITUTIONAL (O-1), SUBURBAN OFFICE COMMERCIAL (CO), LOCAL COMMERCIAL (C-1), AND LIGHT INDUSTRIAL (I-1) ZONING DISTRICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND

In November, 2012 the City Council approved an amendment to the Zoning Ordinance to add Crematoriums as a Special Use in the A-2, C-2 and C-3 zones and as a Permitted Use in I-1 and I-2. The use has development requirements that must be met whether developed as a Special Use or a Permitted Use. This amendment contemplated crematoriums as a stand-alone use and the criteria for locating crematoriums were based on them being a single use.

City staff has been approached once again on this issue to request that crematoriums be allowed to be located in the same building with a funeral home or mortuary. This is certainly an option in the industry and there are no State regulations that would prohibit this from occurring.

Staff has reviewed several other cities' zoning ordinances as to their regulations for crematoriums. We found a wide range of regulations. EXHIBIT A is a table which identifies the cities we researched and the regulations those cities required for the construction of crematoriums.

Oklahoma City and Tulsa both allow crematoriums to be located in the same zones where a funeral home or mortuary is allowed.

The attached zoning code amendment will allow a crematorium in a funeral home or mortuary in non-residential zoning districts. They will be allowed as a Special use in the O-1, CO and C-1 Zoning Districts and by right in the C-2, C-3 and I-1 Zoning Districts. The Ordinance does not amend the C-2 and C-3 districts because the cumulative nature of the Zoning Code will allow the use in those zoning districts because it is allowed as a Special Use in the C-1 district.

RECOMMENDATION

Staff recommends approval of this Code amendment. There are conditions of approval to protect adjacent properties.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

SEPTEMBER 12, 2013

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 12th day of September 2013. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <http://www.normanok.gov/content/boards-commissions> at least twenty-four hours prior to the beginning of the meeting.

Vice Chairman Tom Knotts called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT

Curtis McCarty
Jim Gasaway
Roberta Pailles
Andy Sherrer
Cindy Gordon
Dave Boeck
Sandy Bahan
Tom Knotts

MEMBERS ABSENT

Chris Lewis

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Janay Greenlee, Planner II
Todd McLellan, Development Engineer
David Riesland, Traffic Engineer
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst II
Terry Floyd, Development Coordinator

* * *

Item No. 9, being:

ORDINANCE NO. O-1314-13 – AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN TO ALLOW CREMATORIALS IN CONJUNCTION WITH A FUNERAL PARLOR OR MORTUARY, WHETHER A PERMITTED OR SPECIAL USE IN THE DISTRICT, WITH CONDITIONS IN THE OFFICE-INSTITUTIONAL (O-1), SUBURBAN OFFICE COMMERCIAL (CO), LOCAL COMMERCIAL (C-1), AND LIGHT INDUSTRIAL (I-1) ZONING DISTRICTS, AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Exhibit A
3. Ordinance No. O-1314-13
4. Substitute Ordinance No. O-1314-13

PRESENTATION BY STAFF:

1. Susan Connors – The request before you this evening, as you just read, is to amend our Zoning Code to allow crematoriums to be in conjunction with a funeral parlor or mortuary. About a year ago, staff had come before you with a request to allow crematoriums as a use, which was not really a specified use in our zoning code previously. So when we came before you about a year ago, we did an amendment that allowed crematoriums as a stand-alone use. We have now had some additional inquiries about whether or not they could be a part of a funeral parlor or mortuary. As we looked at that, and even from our research from a year ago, this really is an improved industry – very clean industry at this point in time, and so allowing a crematorium which is allowed in other cities in Oklahoma, such as Oklahoma City and Tulsa, in lower zoning district categories without major setbacks. So the stand-alone crematoriums require 400 feet setback from residential zones and also required access specifically from an arterial street, and there was a reason for that – because as a stand-alone use it's just more obvious what it is. If you put the crematorium in a funeral parlor or mortuary, it's really just a small part of that building. What we're recommending this evening is that it be a special use in the O-1, which is the office district; the suburban office, which is CO; and the local commercial district, C-1; and then by being a special use in C-1, it would be allowed in C-2 and C-3; and then it would also, by this amendment, be allowed in light industrial. The crematoriums, when we allowed them as stand-alone, are now a permissive use already in I-1, so keeping that as a permissive use in I-1. The special use in C-1 allows this to go forward in the C-2 and C-3. That is what is before you and was in your book. Do you have any questions?

AUDIENCE PARTICIPATION:

1. Harold Heiple, 218 East Eufaula, representing the Norman Developers Council – We routinely ask City department heads, just prior to every monthly meeting of the Developers Council, if they've got anything they would like us to pass on to developers. This past couple of weeks ago, when we posed that, Susan came back and informed us that this ordinance was on the way through. I raised it at the developers meeting and didn't get any particular reaction at that time, but then when we got to reading through it and in talking to Judy Hatfield and other people who deal regularly as far as bringing in commercial tenants and so forth, the problem is that this would make, as a matter of right, a crematorium in C-2 and C-3, which would mean an existing business that's already out there operating in C-2 or C-3 could look out one day and, without any notice and without any opportunity for objection, a crematorium is being built next door to them, whether it is with or without a funeral home. Now, as Judy promised, and as I know from my own experience in dealing with national chains, there are a number of retail operations that will absolutely go crazy if you tell them that there's going to be a crematorium next door. So what we are saying is that it needs to be not a matter of right, but for C-2 and C-3 do the same thing that you're doing for O-1 and C-1, and that is make it a special use so that, if somebody wants to do that, they've got to come through with an application for special use, which will give notice and opportunity to object to the people that are next door. I asked the staff to pull this so that we could work on that, and Susan indicated no, they were going to bring

it forward, and I asked was anybody pushing it, and she said Hal Ezzel has a project that's coming forward and he particularly needs, among other things, the setbacks that are required in C-2, which is where he plans to build it. Now, I'm not sure – his land is a combination of CO and C-2. Susan thought it was on the CO part that he would have to have a special use permit anyway. He thought it was C-2. I'm saying that, in any event – and I think staff has ready a substitute ordinance that would require for C-2 and C-3 to take care of the things that we're concerned about, which means it would be a requirement for a special use permit in all of them. When you do that, you then have to go back and you've got to tweak the C-2 and C-3 general ordinances because right now they read that anything that is a permissive use in C-1 is permitted as a matter of right in C-2 and C-3, and that has worked well for years. But, in this particular case, that's what we're objecting to. That can easily be tweaked also. We're simply asking that you recommend approval, but with the changes so that a special use permit would be required for all zoning categories to do this. Now, Hal is here and can also tell you about the kind of designs that are available and the environmental impact, as well as the architectural and aesthetic impact of what they've got.

2. Hal Ezzel, 518 Chautauqua – I wanted to be available to answer any questions that you might have and confirm that, in fact, when I spoke with Harold and he raised his concerns with regards to requirement of special use, I have no objection to that. We are specifically bringing a project forward that we want to get before you as fast as possible that's going to be roughly at 24th and Riverside Drive. What we are looking to do is we felt like the zoning ordinances, at this juncture in time, addressed funeral homes and they addressed crematories, but they didn't address a funeral home that had a crematory contained within it. A retort, the piece of equipment that does the cremating, is about probably 10' wide by about 12' deep and about 8' high. It's easily self-contained within a building. The stacks on modern retorts are zero emissions. We have to have ours tested every year for Maricopa County air quality on another one that we have. And they are, in fact, zero emissions, meaning that there's no particulate matter. They don't billow smoke that you would see or odor that you would detect. It's not that it's impossible that you would have a problem. Your retort would be burning down if that were the case. The aesthetics of the design are they're largely – it's a residential appearing structure. It would not be discernible. You would have no idea what was going on there, other than a sign in the front that told you what it was. So it's very unobtrusive. In the instance of a crematory incorporated within a funeral home, it's not anything that would require a 400 foot setback, whereas as a stand-alone building that was just a crematory can be very industrial looking in nature. It might be a metal building. There could be other things that would be concerns that you might want that setback. But when it's incorporated into a combination design, that's really unnecessary. You should just be subject to the normal setback requirements. So I would respectfully ask that you send this forward. I don't know the procedure. If you want to make a motion to amend it to include the special use rewrite as it goes to Council, I'm fine with that. I would just ask that you send this forward this evening. Thank you. I would be happy to answer any questions you might have.

3. Mr. McCarty – Do we currently have a crematorium in Norman? If I get cremated, where do I go?

4. Mr. Ezzel – You would be sent to – now, given the recent sales, you would go to Moore. Previously, you would have gone to the Purcell area to Southhaven.

5. Ms. Connors – I wanted to just correct one thing that Mr. Heiple had indicated. In the current zoning code, a stand-alone crematorium is a special use in both C-2 and C-3 and it's not allowed in C-1. So the stand-alone is already a special use. The other thing I wanted to indicate is that staff has prepared a substitute ordinance putting this as a special use in C-2 and C-3, if you want to consider that this evening and I have copies up here I can pass out.

6. Mr. Knotts – So that would be a special use?

7. Ms. Connors – In O-1, CO, C-1, C-2, C-3 it would all be special use. It would still be an allowed use in I-1. If the Commission chose, they could just substitute this ordinance and then make a motion on this substitution.

8. Mr. Gasaway – Can we ask Ms. Connors to go through and indicate what the differences are, please?

9. Ms. Connors – In the ordinance that was in your book, the changes to the ordinance in your book are simply in the C-2 area, on the third page of this ordinance, we have amended the uses permitted in C-2: Any Special Use in C-1, except mixed buildings and crematoriums when attached to a funeral parlor or funeral home. So that wouldn't carry over as a permitted use. Then it is added as a special use in C-2 and then it's added as a special use in C-3. And it remains, as I said, a permissive use in I-1.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Dave Boeck moved to consider Substitute Ordinance No. O-1314-13. Curtis McCarty seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Curtis McCarty, Jim Gasaway, Roberta Pailles, Andy Sherrer, Cindy Gordon, Dave Boeck, Sandy Bahan, Tom Knotts
NAYS	None
ABSENT	Chris Lewis

Ms. Tromble announced that the motion, to consider Substitute Ordinance No. O-1314-13, passed by a vote of 8-0.

Andy Sherrer moved to recommend adoption of Substitute Ordinance No. O-1314-13 to City Council. Jim Gasaway seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Curtis McCarty, Jim Gasaway, Roberta Pailles, Andy Sherrer, Cindy Gordon, Dave Boeck, Sandy Bahan, Tom Knotts
NAYS	None
ABSENT	Chris Lewis

Ms. Tromble announced that the motion, to recommend adoption of Substitute Ordinance No. O-1314-13 to City Council, passed by a vote of 8-0.



City of Norman, OK

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

Master

File Number: AP-1314-9

File ID: AP-1314-9	Type: Appointment	Status: Consent Item
Version: 1	Reference: Item No. 10	In Control: City Council
Department: City Clerk Department	Cost:	File Created: 09/20/2013
File Name: Appointments		Final Action:

Title: CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

NORMAN ELECTION COMMISSION
 TERM: 09-01-13 TO 09-01-16: ROBIN ALLEN, #6 BINGHAM PLACE
 TERM: 09-01-13 TO 09-01-16: ELIZABETH WINDES, 1862 ROLLING HILLS STREET

SOCIAL AND VOLUNTARY SERVICES COMMISSION
 TERM: 10-08-03 TO 12-09-13: KAY ANTINORO, 613 SHERWOOD DRIVE
 TERM: 10-08-03 TO 12-09-14: ANDREA DIXON, 1917 EMBERWOOD DRIVE

Notes: ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 10

Attachments: Text File Appointments

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@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 AP-1314-9

Body

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Kay Antinoro will fill the unexpired vacancy left by Basha Hartley; Andrea Dixon will fill the unexpired vacancy left by Amy Venable; and Robin Allen and Elizabeth Windes are reappointments.



City of Norman, OK

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

Master

File Number: K-1314-6

File ID: K-1314-6

Type: Contract

Status: Consent Item

Version: 1

Reference: Item No. 11

In Control: City Council

Department: Public Works
Department

Cost: \$296,457.00

File Created: 09/24/2013

File Name: Franklin Rd Bridge Waterline Relocation

Final Action:

Title: CONSIDERATION OF BID NO. 1314-6, CONTRACT NO. K-1314-6 WITH CENTRAL CONTRACTING SERVICES, INC. IN THE AMOUNT OF \$296,457; PERFORMANCE BOND NO. B-1314-4, STATUTORY BOND NO. B-1314-5, MAINTENANCE BOND NO. MB-1314-2, AND RESOLUTION NO. R-1314-5 FOR THE FRANKLIN ROAD BRIDGE WATER LINE AND WASTEWATER FORCE MAIN RELOCATION PROJECT AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Acting as the City Council and Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$296,457 to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-1314-6 and the performance, statutory, and maintenance bonds; authorize execution of the contract and bonds; direct the filing of the bonds; adopt Resolution No. R-1314-5; and appropriate \$44,800 from Project No. WA0188, SE Oklahoma Raw Water Preliminary Report, Design (031-9356-462.62-01) to Project No. WA0198, Franklin Road Bridge Waterline and Wastewater Force Main Relocation Project, Utilities (031-9727-462.67-01).

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 11

Attachments: Text File K-1314-6, K-1314-6.pdf, Franklin Rd Bridge Location Map.pdf, R-1314-5, PR Central

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1314-6

body

BACKGROUND: On January 27, 2009, the Norman City Council approved programming Resolution No. R-0809-99 requesting federal funds to replace the Franklin Road Bridge over Little River and to construct roadway approaches. The resolution states the City's commitment to adhere to the terms and conditions of a

federally funded project. Through the Association of Central Oklahoma Governments (ACOG), the Oklahoma Department of Transportation (ODOT) agrees to provide 80% of the project funding and to administer the construction with a 20% matching share from the City of Norman. In order to receive federal funding, the City of Norman was required to enter into an agreement with ODOT to complete the design, acquire all necessary rights-of-way and relocate utilities and encroachments, at the City's cost.

On June 23, 2009, Council approved Contract No. K-0809-165 with CP&Y, Inc., a local design firm, for the engineering services to complete the Franklin Road Bridge Project. The amount of that contract is \$245,880. On August 23, 2011, Council approved Amendment No. 1, selecting the proposed design alternative of building a relief channel on the east side of the Little River. The relief channel is located outside of the riparian buffer so it does not affect the existing river channel. This amendment increased the contract amount with CP&Y, Inc. by \$48,440 for a total contract value of \$294,320.

On August 28, 2012, Norman voters approved a Bond Issue for eight major transportation/storm water projects throughout Norman in the amount of \$42.5 million dollars. The Franklin Road Bridge Project is one of those eight infrastructure projects. The total estimated cost of the project is \$4,520,827 of which federal funds will pay \$2,560,000.

On February 12, 2013, Council approved Contract No. K-1213-153, a Right-of-Way, Utility and Encroachment Agreement in which the City agrees to acquire all the right-of-way necessary for the project, grant ODOT access to and use of the right-of-way and to relocate all of the utilities that conflict with the proposed project. On February 12, 2013, Council also approved Amendment No. 2 for Contract No. K-0809-165 with CP&Y, Inc. to provide the design for the Waterline and Wastewater Force Main Relocation Project. The existing lines conflict with the channel's future layout and therefore, need to be lowered. The amendment increased the contract amount with CP&Y, Inc. by \$26,781 for a total contract value of \$321,101 or 7.1% of the estimated project cost.

DISCUSSION: Bid documents and specifications for relocation of the city-owned water line and wastewater force main were advertised according to State Law. Six potential bidders acquired plans and specifications and six bids were received on August 12, 2013.

The low bidder is Central Contracting Services in the amount of \$296,457 which is \$1,267.40 less than the next lowest bidder. The Engineer's estimate for the project is \$303,209 or approximately 2.3% higher than the low bid. Staff has done a comparative analysis of these bids and believes the low bid is competitive and fair.

Funding for this water line project is to be allocated from two sources. The first source is the Franklin Road Bridge Project utility account. The funding from this account is to relocate the sections of water line and wastewater force main that are necessary to construct the bridge project. The portion of the water line relocation project attributable to this account is \$251,657. Franklin Road Bridge, Utilities (account 050-9352-431.67-01; project BPO195) currently contains \$275,560.

In addition to the \$251,657 to cover the cost of the contract, an estimated \$3,000 will be required to pay for the construction testing services, for a total of \$254,657. The testing services will be provided by Standard Testing and Engineering Company of Oklahoma City, Oklahoma as part of the annual contract with the City.

The second source of funding for this construction project is from the Water Utility Fund to increase the water line from 8 inches to 12 inches for the entire length of the project in order to increase the capacity of the public water system in this area. The Norman Utilities Department has requested this increase in the public water pipeline size. The portion of the project attributable to the Water Fund is \$44,800.

Funds for the Water Fund portion of the project are available from the SE Oklahoma Raw Water Study initiated in FYE 2008 that has \$100,000 remaining. The Norman Utility Authority (NUA) was one of many central Oklahoma cities participating in the study to determine the feasibility of importing water from SE Oklahoma to central Oklahoma. Many options were evaluated and a report issued in 2009. The remaining funds were budgeted to allow the NUA to participate in environmental studies related to the pipeline construction; however, these funds have not been utilized as the Oklahoma City Water Utilities Trust has funded these studies.

RECOMMENDATION NO. 1: Staff and the project consultant, CP&Y, Inc., have reviewed the bids and recommend that Bid No. 1314-6 for the Franklin Road Bridge Waterline and Wastewater Force Main Relocation Project be awarded to the low bidder, Central Contracting Services, Inc., of Norman, Oklahoma, for \$296,457.

If approved, construction will begin on the project in November 2013. The project will be completed by February, 2014, which fulfills the City's obligation to ODOT for federal funding in FY 2014. During construction, Franklin Road will remain open to traffic.

RECOMMENDATION NO. 2: Staff further recommends that, upon approval of Bid No. 1314-06, the following contract and bonds be approved:

Contract No. K-1314-6
Performance Bond No. B-1314-4
Statutory Bond No. B-1314-5
Maintenance Bond No. MB-1314-2

RECOMMENDATION NO. 3: Staff further recommends that, upon approval of Bid No. 1314-6, Central Contracting Services, Inc., be authorized and appointed as project agent via Resolution No. R-1314-5.

RECOMMENDATION NO. 4: Staff further recommends approval of a transfer of \$44,800 from the SE Oklahoma Raw Water Preliminary Report (account 031-9356-462.62-01; project WA0188) to Franklin Road Bridge Waterline and Wastewater Force Main Relocation, Utilities (account 031-9727-462.61-01; project WA0198).

Bid No. 1314-06
Franklin Road Force Main and Waterline Relocation
August 12, 2013

The following is a tabulation of bids received by the City of Norman for the 2012 Bond Projects specifically Franklin Road Force Main and Waterline Relocation Project

Contractor	Location	Bid Total
Engineers Estimate		\$ 303,867.00
Downey Contracting	Oklahoma City	\$ 299,594.00
4M Trenching Inc.	Oklahoma City	\$ 297,724.40
Orion	Oklahoma City	\$ 299,823.42
Davenport Construction	Edmond	\$ 341,293.00
Central Contracting	Norman	\$ 296,457.00
Urban Contractors	Oklahoma City	\$ 410,705.00

RECOMMENDATION:

Award the bid for the Franklin Road Force Main and Waterline Relocation Project to Central Contracting Services, Inc. Funds are available in the Franklin Road Bridge Project (Account No. 050-9352-431.67-01) Project No. BP0195

Forwarded by:

Josh Malwick, P.E.
Capital Projects Engineer

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Central Contracting Services, Inc., as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, and the Norman Utilities Authority, a public trust, hereinafter designated as the CITY/NUA, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY/NUA has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

FRANKLIN ROAD WATER LINE AND WASTEWATER FORCE MAIN RELOCATION PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY/NUA on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY/NUA, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit: Two Hundred Ninety Six Thousand Four Hundred Fifty-Seven Dollars (\$296,457.00).

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

- 1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instruction to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-1314-6

Page 1 of 5

- 2) The CITY/NUA shall make payments minus a retainage as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the CITY/NUA, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the CITY/NUA.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

- 3) It is further agreed that the CONTRACTOR will commence said work within 5 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 120 calendar days following receipt of said NOTICE-TO-PROCEED.
- 4) That the CITY/NUA shall pay the CONTRACTOR for the work performed as follows:
- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
 - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

- 5) That the CITY/NUA reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.
- 6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY/NUA; and that in the event any additional work are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY/NUA, the CONTRACTOR shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.
- 8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY/NUA through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefor by the CITY/NUA.
- 9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY/NUA prior to issuance of the Work Order and commencement of work on the project.
- 11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY/NUA to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY/NUA or in any way to restrict the freedom of the CITY/NUA to exercise full discretion in its dealing with the Contractor.

- 12) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the ____ day of _____, 20 __, and the ____ day of _____, 20__.

(Corporate Seal) (where applicable)

Central Contracting Services, Inc.
Principal

ATTEST:

James L. Tipken
Corporate Secretary (where applicable)

Signed: James L. Tipken
Authorized Representative
James L. Tipken, President
Title

Address: 17301 S. Sunnyslane
Norman, OK 73071

Telephone: (405) 895-6250

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY

Approved as to form and legality this 1st day of October, 2013.

[Signature]
City Attorney

Approved by the City Norman /Norman Utilities Authority this _____ day of _____, 20__.

ATTEST:

City Clerk/Secretary

Mayor/Chairman

P E R F O R M A N C E B O N D

Know all men by these presents, that Central Contracting Services, Inc. as PRINCIPAL, and National American Insurance Company, a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation, and the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called CITY/NUA, in the sum of Two Hundred Ninety Six Thousand Four Hundred Fifty-Seven Dollars (\$296,457.00).for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following project:

FRANKLIN ROAD WATER LINE AND WASTEWATER FORCE MAIN RELOCATION PROJECT

has entered into a written CONTRACT (K-1314-6) with THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY, dated _____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY/NUA from all loss, damage, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY/NUA harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor or as determined by a court on appeal.

Page 1 of 3

Performance Bond No. B-1314-4

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the ____ day of _____, 20__, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the ____ day of _____, 20__.

(Corporate Seal) (where applicable)

Central Contracting Services, Inc.
Principal

ATTEST:

Signed: James L. Tipken
Authorized Representative
James L. Tipken, President
Title

James L. Tipken
Corporate Secretary (where applicable)

Address: 17301 S. Sunnyslane, Norman, OK 73071
Telephone: (405) 895-6250

(Corporate Seal) (where applicable)

National American Insurance Company
Surety

ATTEST:

Signed: Diana K. Plackemeier
Authorized Representative

Diana K. Plackemeier
Corporate Secretary (where applicable)

Attorney-in-Fact
Title

Address: 1300 S. Meridian #250, OKC, OK 73108
Telephone: (405) 601-8199

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 25 day of September, 2013, by James L. Tipken, President (Name & Title) of Central Contracting Services, Inc. a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 25 day of September, 2013.

Diana K. Plackemeier
Notary Public

My Commission Expires: May 5, 2014



INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ (Name & Title) of _____, a
_____.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____ (Name & Title) partner (agent) on behalf of
_____, a partnership.

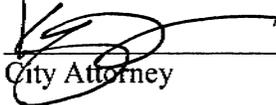
WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY

Approved as to form and legality this 1 day of October, 2013.



City Attorney

Approved by the CITY OF NORMAN/NORMAN UTILITIES AUTHORITY this ____ day of
_____, 20__.

ATTEST:

City Clerk/Secretary

Mayor/Chairman

STATUTORY BOND

Know all men by these presents that Central Contracting Services, Inc., as PRINCIPAL, and National American Insurance Company, a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Two Hundred Ninety Six Thousand Four Hundred Fifty-Seven Dollars (\$296,457.00)., for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

FRANKLIN ROAD WATER LINE AND WASTEWATER FORCE MAIN RELOCATION PROJECT

has entered into a written CONTRACT (K-1314-6) with THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY, dated _____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to an parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes and due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ___ day of _____, 20___, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the ___ day of _____, 20___.

(Corporate Seal) (where applicable)

Central Contracting Services, Inc.
Principal

ATTEST:

James L. Tipken
Corporate Secretary (where applicable)

Signed: James L. Tipken
James L. Tipken, President

Address: 17301 S. Sunnyslane, Norman, OK 73071
Telephone: (405) 895-6250

ATTEST:

Diana K. Plackemeier
Corporate Secretary (where applicable)

Signed: Diana K. Plackemeier
Authorized Representative

Attorney-in-Fact
Title

Address: 1300 S. Meridian #250, OKC, OK 73108
Telephone: (405) 601-8199

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 25 day of September 2013, by James L. Tipken, President (Name and Title) of Central Contracting Services, Inc., a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 25 day of September, 2013.

Diana K. Plackemeier
Notary Public

My Commission Expires May 5, 2014



INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ (Name and Title) of _____,

WITNESS my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ (Name and Title) partner (agent) on behalf of
_____ a partnership.

WITNESS my hand and seal this ____ day of _____

Notary Public

My Commission Expires: _____

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY

Approved as to form and legality this 1 day of October, 2013



City Attorney

Approved by the City of Norman/Norman Utilities Authority this ____ day of _____, 20____.

ATTEST:

City Clerk/Secretary

Mayor/Chairman

**CITY OF NORMAN/NORMAN UTILITIES AUTHORITY
MAINTENANCE BOND**

Know all men by these present that Central Contracting Services, Inc., as Principal, and National American Insurance Company, a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the CITY OF NORMAN, OKLAHOMA, a Municipal Corporation of the State of Oklahoma, and the NORMAN UTILITIES AUTHORITY, a Public Trust, herein called CITY/NUA, in the sum of Two Hundred Ninety Six Thousand Four Hundred Fifty-Seven Dollars (\$296,457.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of Forty Four Thousand Four Hundred Sixty Eight and 55/100 DOLLARS(\$ 44,468.55), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of 1 year(s) thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

FRANKLIN ROAD WATER LINE AND WASTEWATER FORCE MAIN RELOCATION PROJECT

has entered into a written CONTRACT (K-1314-6) with THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY, dated _____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth; and,

WHEREAS, under the ordinances of the CITY/NUA, the PRINCIPAL is required to furnish to the CITY/NUA a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY/NUA any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of Two (2) years from the date of the written final acceptance by the CITY/NUA, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY/NUA for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the day of _____, 20____, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the day of _____, 20____.

(Corporate Seal) (where applicable)

Central Contracting Services, Inc.
Principal

ATTEST:

Signed: James L. Tipken
Authorized Representative
James L. Tipken, President
Title

James L. Tipken
Corporate Secretary (where applicable)

Address: 17301 S. Sunnyslane
Norman, OK 73071
Telephone: (405) 895-6250

(Corporate Seal) (where applicable)

National American Insurance Company
Surety

ATTEST:

Signed: Tina E. Switzer
Authorized Representative

Diana K. Plackemier
Corporate Secretary (where applicable)

Print: Tina E. Switzer, Attorney-in-Fact
Title Attorney-in-Fact
Address: 1300 S. Meridian #250, OKC, OK 73108
Telephone: (405) 601-8199

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 25 day of September, 2013, by James L. Tipken, President (Name & Title) of Central Contracting Services, Inc., a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 25 day of September, 2013

Diana K. Plackemier
Notary Public

My Commission Expires: May 5, 2014



INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ of _____, (Name and Title) of _____.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ partner (agent) on behalf of _____, a partnership.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY

Approved as to form and legality this 1st day of October, 2013



City Attorney

Approved by the City of Norman and the Norman Utilities Authority this ____ day of _____, 20__.

ATTEST:

City Clerk/Secretary

Mayor/Chairman

Resolution

R-1314-5

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING CENTRAL CONTRACTING SERVICES, INC., AS PROJECT AGENT FOR THE FRANKLIN ROAD BRIDGE WATER LINE AND WASTEWATER FORCE MAIN RELOCATION PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Central Contracting Services, Inc., for the Franklin Road Bridge Water Line and Wastewater Force Main Relocation Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Central Contracting Services, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Central Contracting Services, Inc., to purchase materials which are in fact used for the Franklin Road Bridge Water Line and Wastewater Force Main Relocation Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Central Contracting Services, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

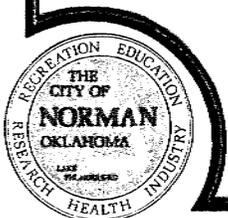
- § 4. That the City of Norman, Oklahoma, on the 8th day of October, 2013, did appoint Central Contracting Services, Inc., who is involved with the Franklin Road Bridge Water Line and Wastewater Force Main Relocation Project for the City of Norman, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Franklin Road Bridge Water Line and Wastewater Force Main Relocation Project for the City of Norman.

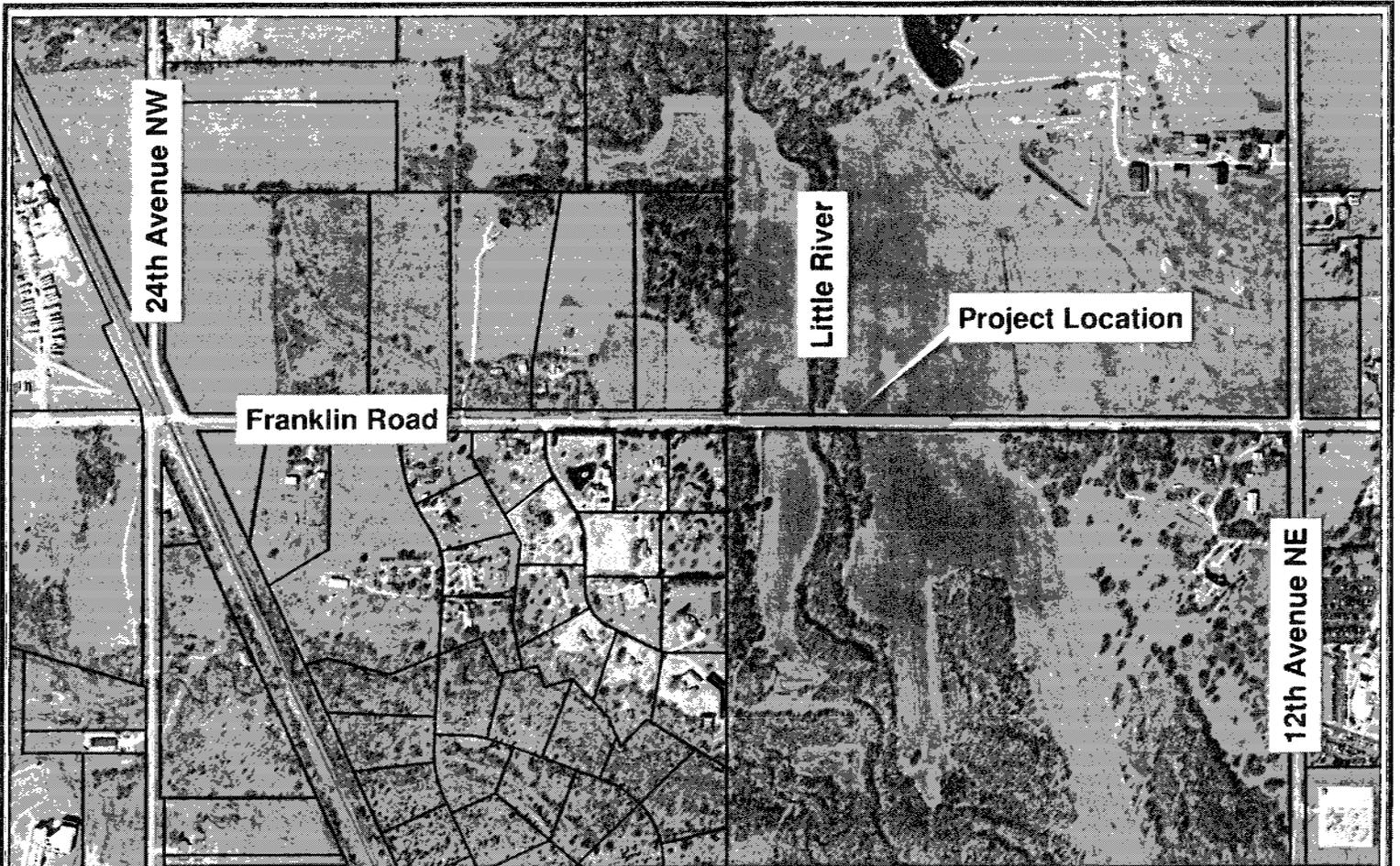
PASSED AND ADOPTED THIS 8th day of October, 2013.

ATTEST:

Mayor

City Clerk





Franklin Road Bridge Replacement Project

0 300 600 1,200 Feet



PURCHASE REQUISITION NBR: 0000223445

REQUISITION BY: JCLINK

STATUS: DIVISION APPROVAL

REASON: UTILITY CONSTRUCTION CONTRACT

DATE: 9/17/13

SUGGESTED VENDOR: 2892 CENTRAL CONTRACTING SERVICES

SHIP TO LOCATION: PUB WKS- ENGINEERING

DELIVER BY DATE: 9/17/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	UTILITY CONSTRUCTION CONTRACT COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION, UTILITY/UND	251657.00	EA	1.0000	251657.00	
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2	UTILITY CONSTRUCTION COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION, UTILITY/UND	44800.00	EA	1.0000	44800.00	
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REQUISITION TOTAL: 296457.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	05031524316701 Capital Projects Utilities	BP0195 Bridge-Franklin W 12thNW	251657.00
2	03197274626101 Capital Projects Construction	WA0198 Franklin Waterline Reloc	44800.00
			296457.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON COUNCIL APPROVAL ON 10/8/2013



City of Norman, OK

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

Master

File Number: K-1314-41

File ID: K-1314-41	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 12	In Control: City Council
Department: City Clerk Department	Cost: \$291,278.81	File Created: 09/12/2013
File Name: Library Flooring Replacement Project		Final Action:

Title: CONSIDERATION OF BID NO. 1314-14, APPROVAL OF CONTRACT K-1314-41 WITH SCOTT RICE IN THE AMOUNT OF \$366,013.70 AND CHANGE ORDER NUMBER ONE DECREASING THE CONTRACT AMOUNT BY \$74,734.39 FOR A REVISED CONTRACT AMOUNT OF \$291,788.81, AND ADOPTION OF PROJECT AGENT RESOLUTION R-1314-22 FOR THE NORMAN PUBLIC LIBRARY FLOORING REPLACEMENT PROJECT, AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to Scott Rice as the lowest and best bidder meeting specifications; approve Contract No. K-1314-41 in the amount \$366,013.70 and Change Order No. One decreasing the contract amount by \$74,734.89 for a revised contract amount of \$291,788.81; authorize execution of the contract and change order; authorize the Mayor to sign Performance Bond No. B-1314-14, Statutory Bond No. B-1314-15, and Maintenance Bond No. MB-1314-7 contingent upon the City Attorney's approval; adopt Resolution No. R-1314-22; and appropriate the GO Bond funds in the amount of \$278,732 from the Capital Fund Balance (050-0000-253.20-00) to Project No. BP0015, Library Flooring Replacement Project, Construction (050-9365-419.61-01).

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 12

Attachments: Bid Record, K-1314-41, Change Order No. One to K-1314-41, R-1314-22, PR Scott Rice

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@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-1314-41

Body

BACKGROUND: In a special election held on September 14, 1999, the citizens approved an authorization for General Obligation Bonds in the amount of \$290,000 to help fund the replacement of carpet in the Library.

Over the years, Staff and prior Councils have delayed issuance of bonds for the carpet replacement while they worked to secure additional General Obligation Bond funding, or other funding sources for other library improvements. Since 2009 the Library has received a total of \$2.4 million in capital improvements; a new security system at a cost of \$29,834, a new roof at a cost of \$743,815, replacement of the HVAC system at a cost of \$1.2 million, and replacement of the existing lighting system at a cost of \$485,500. The existing carpet is over 13 years old and is in need of replacement.

Voter authorization to issue bonds for capital improvements remains valid until a Project is completed. After voters approve General Obligation Bond funding for the Animal Welfare Renovation Project, Council combined the issuance of the library bonds with the recent Animal Welfare Renovation Project bonds to minimize bond issuance fixed costs that would have been incurred if two separate Bond issuances had been utilized. To accomplish this savings, City Council adopted Resolution R-1112-103 in its meeting of January 24, 2012, to issue General Obligation Bonds in the amount of \$290,000 for the replacement of the library flooring. After issuance costs were paid, \$278,732 remains for the library flooring replacement project.

City and Library Staff worked with product manufacturing consultants to select a flooring product that would provide both long life and low maintenance. A resilient sheet vinyl flooring product that will have the look of a wood grain floor was selected for the high-traffic areas in the northern hallway entrance, Meeting Rooms A, B, and C, the Lowry Room, the children's story-time and play areas, and the area around the circulation desk. Carpet was selected for the remaining portions of the library.

Plans and specifications for the project were prepared working with manufacturing consultants. Bids were advertised in the *Norman Transcript* and a mandatory pre-bid conference was held on August 19, 2013, with two vendors in attendance. Bids were opened on August 29, 2013, and two bids were received from Scott Rice and Design and Building Group, L.L.C. Both bids exceeded the available funds with the low bid being submitted by Scott Rice in the amount of \$366,013.70.

DISCUSSION: If only funding from GO Bonds established in 1999 were to be utilized, staff was concerned whether funding would be adequate to complete the entire project. To give the City more flexibility in considering potential bids, a per-square-foot price was included in the bid specifications in the event the project scope needed to be reduced. Removing the "staff areas" from the Project would reduce the contract amount to \$291,278.81 by reducing 11,996 square feet from the project @ \$6.23 per square foot. Even with this reduction, the Project cost would still exceeded the available bond funds by \$12,546.81.

A portion of the project and bid included removing the carpet on the columns throughout the library and replacing it with paint, which totaled \$17,794.78 of the overall bid. The FYE 2014 Capital Budget includes a project in the amount of \$50,000 to paint buildings within the Municipal Complex and Library. Utilizing a portion of those funds in the amount of \$12,546.81 to cover a portion of the column painting would allow for replacement of all the flooring in all the public areas of the library and bring the project within budget constraints. Change Order One, reducing the contract amount by \$74,735.39 would reduce the scope of the project to include flooring upgrade to only the "public areas" of the Library.

General Obligation Bonds were issued to provide funding for the project; however, appropriation of those funds into the project account is needed to complete the project. Bond proceeds are held in a separate cash account, namely 2012A GO Bond (050-0000-101.10-34). Funds in the amount of \$278,732 need to be appropriated from Capital Fund Balance (account 050-0000-253.20-00) to Library Flooring Replacement, Construction (account 050-9365-419.61-01; project BP0015). Additional funds needed for a portion of the column painting are budgeted in Municipal Complex Painting, Construction (account 050-9677-419.61-01; project EF0169).

STAFF RECOMMENDATION: Staff recommends that the bids be accepted and the bid be awarded to Scott Rice; Contract K-1314-41 in the amount of \$366,013.70 and Change Order One reducing the contract amount by \$74,734.39 by for an amended contract amount of \$291,278.81 be approved; the Mayor be authorized to sign the Performance, Statutory and Maintenance bonds securing performance and completion of the Project, contingent upon City Attorney approval of the bond forms; Resolution R-1314-22 be adopted; and funds in the amount of \$278,732 be appropriated as stated above that will be combined with the funds from the Municipal Complex Painting Construction account as noted above to provide full funding for the Contract and the Project.

BID RECORD
City of Norman

BID: 1314-14

TITLE: Norman Public Library Flooring Replacement Project

DATE: 8/29/13

BIDDER NAME	Base Bid Price:	Carper Area- Price Per Square Foot:	Hard Surface Area Price Per Square Foot:	Painting of Columns-Price Per Column:
1. Scott-Rice - Oklahoma City	\$ 366,013.70	\$ 6.23	\$ 7.12	\$ 386.84
2. Design + Build Group LLC Oklahoma City	\$ 367,000.00	\$ 6.00	\$ 14.00	\$ 37.00 per column
3.	\$	\$	\$	\$
4.	\$	\$	\$	\$
5.	\$	\$	\$	\$
6.	\$	\$	\$	\$
7.	\$	\$	\$	\$
8.	\$	\$	\$	\$
9.	\$	\$	\$	\$
10.	\$	\$	\$	\$
11.	\$	\$	\$	\$
12.	\$	\$	\$	\$
13.	\$	\$	\$	\$

Received and Opened by: Frederick Clarke

Date: 8-29-13

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Scott Rice as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

NORMAN PUBLIC LIBRARY FLOORING REPLACEMENT PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit: Three hundred sixty-six thousand thirteen Dollars and seventy Cents, (\$366,013.70).

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

- 1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instruction to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-1314-41
Page 1 of 5

- 2) The CITY shall make payments minus a retainage of 5% to the CONTRACTOR in the following manner: The contractor shall receive payment for 100% completed and accepted work in four equal payments based upon the total amount of building footage. Completion is to be determined by the project manager.

Each invoice for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

- 3) It is further agreed that the CONTRACTOR will commence said work within 56 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 112 calendar days following receipt of said NOTICE-TO-PROCEED.
 - a. The Contractor agrees that, in the event the contract is breached through failure of the Contractor to complete the project within time listed on bid form, liquidated damages shall be assessed in the amount of \$500 per day. Liquidated damages shall continue until the project is accepted by the project manager as complete.
- 4) That the CITY shall pay the CONTRACTOR for the work performed as follows:
 - b. Payment for unit price items shall be at the unit price bid for actual construction quantities.
 - c. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered or should a reasonable doubt arise at to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

- 5) That the CITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.
- 6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional work are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.
- 8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefor by the CITY.
- 9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project.
- 11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

12) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)
COUNTY OF Oklahoma)

Chude Lawrence, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

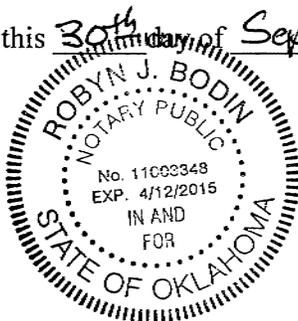
Chude Lawrence

Submitted and sworn to before me this 30th day of September, 2013.

Robyn J. Bodin
Notary Public

My Commission Expires:

04/12/2015



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 30th day of September, 2013, and the 30th day of September, 2013.

(Corporate Seal) (where applicable)

ATTEST:

[Signature]
Corporate Secretary (where applicable)

Scott Rice
Principal

Signed: [Signature]
Authorized Representative

Title

Address: 7501 N. Broadway

Oklahoma City, Ok 73116

Telephone: 405-848-2224

CITY OF NORMAN

Approved as to form and legality this 3 day of October, 2013.

[Signature]
City Attorney

Approved by the City of Norman this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Oklahoma)

Chuck Lawrence, of lawful age, being first duly sworn, o oath says that (s)he is the Agent authorized by the Firm of Scott Rice to submit the above Contract to the City of Norman, Oklahoma.

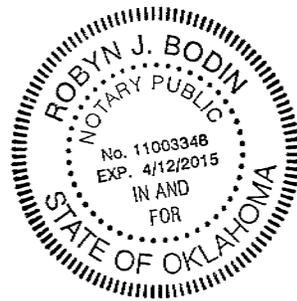
Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Chuck Lawrence
CONTRACTOR

Subscribed and sworn to before me this 30th day of September, 2013.

Robyn J. Bodin
Notary Public

My Commission Expires: 04/12/2015, 20 .



CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. ONE	DATE: October 1, 2013
CONTRACT NO.: K-1314-41	SUBMITTED BY: Matthew T. Smith
PROJECT: Norman Public Library Flooring Replacement Project	
CONTRACTOR: Scott Rice	

Original Completion Date: January 31, 2014	
Previous Completion Date: January 31, 2014	Original Contract Amount: \$ 366,013.70
(Increase) this change order <u>112</u> Calendar days	
New Completion Date: January 31, 2014	Present Contract Amount: \$ 366,013.70

DESCRIPTION	DECREASE	INCREASE
Removal of staff areas from original scope of work	\$ 74,734.89	

Note: This change order is based completely on the unit prices from the original contract. There are no new items.

	NET CHANGE	(\$ 74,734.89)
	REVISED CONTRACT AMOUNT:	\$291,278.81

CONTRACTOR: Chuck Lawrence
 PROJECT MANAGER: Torenda Hall
 CITY ATTORNEY: [Signature]
 ACCEPTED BY: _____
 (Mayor)

DATE: 10/2/13
 DATE: _____
 DATE: 10/3/13
 DATE: _____

CHANGE ORDER DETAIL
CHANGE ORDER NO. 1
City of Norman
Cleveland Co., Oklahoma

Project Name: Norman Library Flooring Replacement Project

Project Account Number 050-9365-419.61-01

Project Number BP0015

Contract No. K-1314-41

- A. The change order document shall include:
1. All materials with cost per item;
 2. Itemization of all labor with number of hours per operation and cost per hour;
 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
 4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
 5. Profit for the contractor.
- B. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A of this section; however, itemized list of work should be included.
2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization.

Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

Resolution

R-1314-22

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING SCOTT RICE AS PROJECT AGENT FOR THE NORMAN PUBLIC LIBRARY FLOORING REPLACEMENT PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Scott Rice for the Norman Public Library Floor Replacement Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Scott Rice its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Scott Rice to purchase materials which are in fact used for the Norman Public Library Floor Replacement Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Scott Rice shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the 8th day of October, 2013, did appoint Scott Rice who is involved with the Norman Public Library Floor Replacement Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Norman Public Library Floor Replacement Project.

PASSED AND ADOPTED THIS 8th day of October, 2013.

Mayor

ATTEST:

City Clerk



PURCHASE REQUISITION NBR: 0000224377

REQUISITION BY: SRUNYON
STATUS: DIVISION APPROVAL
REASON: CONTRACT NO. K-1314-14 - LIBRARY FLOORING PROJECT
DATE: 10/03/13
SHIP TO LOCATION: CITY CLERK OFFICE
SUGGESTED VENDOR: 1819 SCOTT RICE COMPANY
DELIVER BY DATE: 10/08/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONTRACT NO. K-1314-41 - LIBRARY FLOORING PROJECT CONTINGENT UPON CITY COUNCIL APPROVAL ON OCTOBER 8, 2013 COMMODITY: FLOOR COVERING, FLOOR COV SUBCOMM: FLOOR COVERING, SEAMLESS	1.00	EA	278732.0000	278732.00	
2	CONTRACT NO. K-1314-41 - LIBRARY FLOORING PROJECT COMMODITY: FLOOR COVERING, FLOOR COV SUBCOMM: FLOOR COVERING, SEAMLESS	1.00	EA	12546.8100	12546.81	
REQUISITION TOTAL: 291278.81						

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05093654196101	Capital Projects Construction	100.00	278732.00
2	05096774196101	Capital Projects Construction	100.00	12546.81
				291278.81

REQUISITION IS IN THE CURRENT FISCAL YEAR.



City of Norman, OK

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

Master

File Number: K-1314-52

File ID: K-1314-52	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 13	In Control: City Council
Department: Utilities Department	Cost: \$259,620.00	File Created: 09/23/2013
File Name: Highway 9 Water Line Project, Phase 2		Final Action:

Title: CONSIDERATION OF AWARDING OF BID NO. 1314-24 AND THE NORMAN UTILITIES AUTHORITY'S APPROVAL OF CONTRACT NO. K-1314-52 WITH DOWNEY CONTRACTING, L.L.C., IN THE AMOUNT OF \$259,620, PERFORMANCE BOND NO. B-1314-33, STATUTORY BOND NO. B-1314-34, AND MAINTENANCE BOND NO. MB-1314-30 FOR THE HIGHWAY 9 WATERLINE PROJECT, PHASE 2.

Notes: ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$259,620 to Downey Contracting, L.L.C., as the lowest and best bidder meeting specifications; approved Contract No. K-1314-52 and the performance, statutory, and maintenance bonds; authorize the execution of the contract and bonds and the Norman Utilities Authority as part of the contract to pay subcontractors for equipment and supplies for the Highway 9 Waterline Project; and direct the filing of the bonds.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 13

Attachments: Text File K-1314-52, Bids.pdf, Contract K1314_52.pdf, Performance Bond B1314_33.pdf, Statutory Bond B1314_34.pdf, Maintenance Bond MB1314_30.pdf, PR Downey

Project Manager: Jim Speck, Capital Projects Engineer

Entered by: jim.speck@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1314-52

Body

BACKGROUND: On November 23, 2011, the City received a letter from the Oklahoma Department of Transportation (ODOT) informing the City of plans to perform construction on Highway 9 beginning just west of 24th Avenue SE and extending east along State Highway 9 for approximately 1.5 miles. In the letter, ODOT notified the City of its responsibility to relocate City utilities in advance of construction.

On November 13, 2012, the NUA approved Contract No. K-1213-119 in the amount of \$47,000 with Cardinal

Engineers for the design work for the Highway 9 Waterline Relocation Project. On March 26, 2013 the NUA approved Amendment No. 1 to Contract No. K-1213-119 for the design of an additional half mile of 12" waterline to complete a looped system which would also provide an additional feed for businesses and residents of this area. Two easements have been acquired for this construction. The additional half mile is Phase 2 of the project.

DESCRIPTION: Advertisement for Bid No. 1314-24 for construction of the Highway 9 Waterline Project Phase 2 was published in the Norman Transcript on August 22nd and August 29th, 2013. Four bidders submitted bids for this project on September 12, 2013. As shown on the attached bid tabulation, Downey Contracting, LLC of Oklahoma City, Oklahoma was the low bidder at \$259,620 for the base bid with other bids ranging between \$278,647 and \$292,710. Staff has reviewed the bids and recommends the NUA award the bid to Downey Contracting, LLC in the amount of \$259,620.

The Highway 9 Utility Relocation Project is funded through Construction (account 031-9727-462.61-01; project #WA0191). The Fiscal Year Ending (FYE) 2014 budget currently has an unencumbered balance of \$730,021. Therefore, adequate funding is available.

The City of Norman is exempt from the payment of any sales or use taxes. Pursuant to Title 68 O.S., Section 1356 (10) and as allowed by Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140, direct vendors to the NUA are also exempt from those taxes. A bidder and his subcontractors may exclude from their bid sales taxes on appropriate equipment, materials, and supplies that will not have to be paid while acting on behalf of the NUA. To minimize project costs, the NUA will make payment directly to vendors supplying equipment and materials for incorporation into the project.

RECOMMENDATION: It is recommended that the NUA accept the bids received in response to Bid 1314-24 and award the bid to Downey Contracting, LLC of Oklahoma City, Oklahoma; that the NUA approve Contract No. K-1314-52 in the amount of \$259,620 with Downey Contracting, LLC, Performance Bond No. B-1314-33, Statutory Bond No. B-1314-34, and Maintenance Bond No. MB-1314-30; all bonds being in the amount of the construction contract; and the NUA allow the Utilities Director to approve the purchase of equipment and materials directly from vendors at prices agreed to by Downey Contracting, LLC.

BID SUMMARY

Highway 9 Waterline Project Phase 2

Contractor	Total Base Bid
Davenport Construction 6001 W. Horseshoe Bend Edmond, OK 73034	\$292,710.00
RDM Construction P.O. Box 921 Purcell, OK 73080	\$278,647.00
Orion Construction Co. 229 Alliance Court Oklahoma City, OK	\$287,218.62
Downey Contracting 3217 NE 63rd Street Oklahoma City, OK 73121	\$259,620.00

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Downey Contracting, L.L.C., hereinafter designated as the CONTRACTOR.

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

HIGHWAY 9 WATERLINE PROJECT PHASE 2 NORMAN, OKLAHOMA

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the AUTHORITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this CONTRACT; and,

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

Two hundred, fifty-nine thousand, six hundred, twenty and 00/100
Dollars (\$ 259,620).

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents:

- the Bid Notice published in The Norman Transcript;
- the Notice to Bidders;
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Construction Drawings, Specifications, and Provisions; and

- the Bonds thereto; all of which documents are on file in the Office of the Purchasing Department of the NORMAN UTILITIES AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out at length, with the following additions and/or exceptions:

None

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the first day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same within ninety (90) calendar days following receipt of said NOTICE-TO-PROCEED.

- 4) That the AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
 - a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
 - b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for

any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

5) That the AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the AUTHORITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the AUTHORITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR agrees to pay as liquidated damages, the sum two hundred, forty (\$ 240) for each consecutive calendar day thereafter the specified time for completion, as provided in the General Conditions.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the Work Order and commencement of work on the project.

11) The CONTRACTOR shall indemnify, hold harmless, and defend the AUTHORITY from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the cost and expenses incidental thereto (including cost of defense, settlement, and the reasonable attorney's fees) which may be alleged against the AUTHORITY or which the AUTHORITY may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction, or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations orders, to the extent that such damage was caused by the CONTRACTOR or CONTRACTOR'S agents negligence, willful or intentional act or omission, breach or contract or a failure of CONTRACTOR'S warranties to be true, accurate, or complete.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 17th day of September, 2013, and the _____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST

[Signature]
~~Corporate Secretary (where applicable)~~
Witness



Signed:

Downey Contracting, L.L.C.
PRINCIPAL

[Signature]
Authorized Representative

Brandon Downey, Manager
Name and Title

Address: 3217 Northeast 63rd Street

Oklahoma City, Oklahoma 73121

Telephone: 405/478 5277

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 24 day of September, 2013.

[Signature]
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

PERFORMANCE BOND

Know all men by these presents that Downey Contracting, L.L.C., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of two hundred fifty-nine thousand, six hundred twenty and 00/100 Dollars (\$ 259,620), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

HIGHWAY 9 WATERLINE PROJECT PHASE 2 NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1314-52) with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

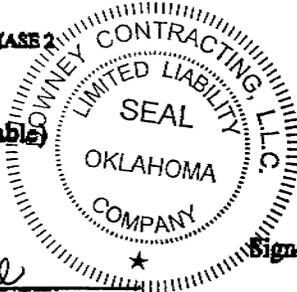
It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 17th day of September, 20 13, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 17th day of September, 20 13.

Norman, Oklahoma
HIGHWAY 9 WATERLINE PROJECT PHASE 2

B-1314-33
Contract K-1314-52

(Corporate Seal) (where applicable)



ATTEST

[Signature]
Corporate Secretary (where applicable)
Witness

Downey Contracting, L.L.C.
PRINCIPAL

Signed: *[Signature]*
Authorized Representative

Brandon Downey, Manager
Name and Title

Address: 3217 Northeast 63rd Street
Oklahoma City, Oklahoma 73121

Telephone: 405/478 5277

(Corporate Seal)

ATTEST

[Signature]
Corporate Secretary

Fidelity and Deposit Company of Maryland
SURETY

Signed: *[Signature]*
Authorized Representative

Donna Stevens, Attorney-in-fact
Name and Title

Address: P.O. Box 22127
Oklahoma City, OK 73123

Telephone: 405-843-9481

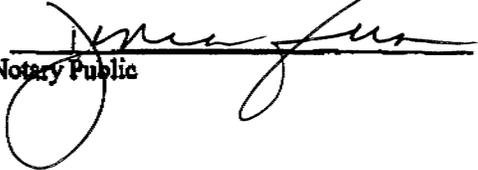
CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 17 day of September,

20 13, by Brandon Downey, Manager of Downey Contracting, L.L.C.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 17 day of September XIX 2013


Notary Public

My Commission Expires: 4/7/14 #02003420

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this _____ day of _____ 19 _____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 24 day of September, 2013.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

STATUTORY BOND

Know all men by these presents that Downey Contracting, L.L.C., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of two hundred fifty-nine thousand six hundred twenty and 00/100 Dollars (\$ 259,620), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

HIGHWAY 9 WATERLINE PROJECT PHASE 2 NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1314-52) with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 17th day of September, 20 13, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 17th day of September, 20 13.

(Corporate Seal) (where applicable)
ATTEST
[Signature]
~~Corporate Secretary (where applicable)~~
Witness



Downey Contracting, L.L.C.
PRINCIPAL
[Signature]
Authorized Representative
Brandon Downey, Manager
Name and Title

Address: 3217 Northeast 63rd Street
Oklahoma City, Oklahoma 73121

Telephone: 405/478 5277

(Corporate Seal)
ATTEST
[Signature]
Corporate Secretary

Fidelity and Deposit Company of Maryland
SURETY
Signed: [Signature]
Authorized Representative
Donna Stevens, Attorney-in-fact
Name and Title

Address: P.O. Box 22127
Oklahoma City, OK 73123

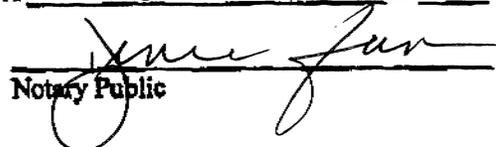
Telephone: 405-843-9481

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 17 day of September,
20 13, by Brandon Downey, Manager of Downey Contracting, L.L.C.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 17 day of September 2013.



Notary Public

My Commission Expires: 4/7/14 #02003420

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this _____ day of _____ 20 _____.

Notary Public

My Commission Expires: _____

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ partner (or agent) on behalf of
Name and Title
_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 24 day of September, 20 13.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of
_____, 20 ____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

MAINTENANCE BOND

Know all men by these presents that Downey Contracting, L.L.C., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of two hundred fifty-nine thousand, six hundred twenty and 00/100 Dollars (\$ 259,620), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

HIGHWAY 9 WATERLINE PROJECT PHASE 2 NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1314-52) with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 17th day of September, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 17th day of September, 2013.

(Corporate Seal) (where applicable)

ATTEST

Stacia Kyle
~~Corporate Secretary (where applicable)~~
Witness



Downey Contracting, L.L.C.
PRINCIPAL

Brandon Downey
Authorized Representative

Brandon Downey, Manager
Name and Title

Address: 3217 Northeast 63rd Street
Oklahoma City, Oklahoma 73121

Telephone: 405/478 5277

(Corporate Seal)

ATTEST

Cheryl Payne
Corporate Secretary

Fidelity and Deposit Company of Maryland

SURETY

Signed: Donna Stevens
Authorized Representative

Donna Stevens, Attorney-in-fact
Name and Title

Address: P.O. Box 22127
Oklahoma City, OK 73123

Telephone: 405-843-9481

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 17 day of September,
20 13, by Brandon Downey, Manager of Downey Contracting, L.L.C.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 17 day of September 20 13.



Notary Public

My Commission Expires: 4/7/14 #02003420

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this _____ day of _____ 20 _____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ partner (or agent) on behalf of
 Name and Title
_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 24 day of September, 2013.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20 ____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

PURCHASE REQUISITION NBR: 0000224247

REQUISITION BY: WEBB G
STATUS: DIVISION APPROVAL
REASON: HIGHWAY 9 WATERLINE PROJECT, PHASE 2
DATE: 10/02/13
SHIP TO LOCATION: P W - UTILITIES DIRECTOR
SUGGESTED VENDOR: 5078 DOWNEY CONTRACTING LLC
DELIVER BY DATE: 10/15/13

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HIGHWAY 9 WATERLINE PROJECT, PHASE 2 COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION, WATER SYSTE	259620.00	DOL 1.0000	259620.00	

REQUISITION TOTAL: 259620.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	03197274626101 Capital Projects Construction	WAO191 Hwy 9 Wlr Line Relocation	259620.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTACT K-1314-52 CONTINGENT ON NUA APPROVAL
10-8-13.



City of Norman, OK

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

Master

File Number: FP-1213-5

File ID: FP-1213-5	Type: Final Plat	Status: Consent Item
Version: 1	Reference: Item No. 14	In Control: City Council
Department: Public Works Department	Cost:	File Created: 07/17/2012
File Name: Glenridge FP	Final Action:	

Title: CONSIDERATION OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR GLENRIDGE ADDITION, SECTION 1, A PLANNED UNIT DEVELOPMENT; ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN; AND DEFERRAL OF PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH INDIAN HILLS ROAD. (GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD EAST OF 48TH AVENUE N.W.)

Notes: ACTION NEEDED: Motion to approve or reject the final site development plan and final plat for Glenridge Addition, Section 1, a Planned Unit Development; and, if approved, accept the public dedications contained therein; authorize the Mayor to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements and receipt of a Certificate of Deposit in the amount of \$65,233 for deferral of paving, drainage and sidewalks within ten (10) days in connection with Indian Hills Road; traffic impact fee in the amount of \$4,263.58, and a filed copy of a warranty deed for private park land; and direct the filing of the final site development plan and final plat.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 14

Attachments: Text File Glenridge Final Plat, Glenridge Location Map, Final Plat approve by Planning Commission, Final Plat Minor Modifications, Glenridge Staff Report, Glenridge Deferral Memo, SMC Deferral Ltr.pdf, GlenridgePrelimPlat, 8-9-12 PC Minutes - Glenridge FP

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	08/09/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council			Pass
Action Text: Recommended for Adoption at a subsequent City Council Meeting to the City Council							
1	Planning Commission	08/09/2012					

Text of Legislative File FP-1213-5

body

BACKGROUND: This item is a final plat for Glenridge Addition, Section 1, a Planned Unit Development, and is generally located on the south side of Indian Hills Road approximately 300-feet east of 48th Avenue N.W.

City Council, at its meeting of June 21, 2011, adopted Ordinance No. O-1011-49 removing this property from A-2 Rural Agricultural District and placing it in the Planned Unit Development District. City Council also approved the preliminary plat for Glenridge Addition, a Planned Unit Development. Planning Commission, at its meeting of August 9, 2012, approved the final plat for Glenridge Addition, Section 1, a Planned Unit Development.

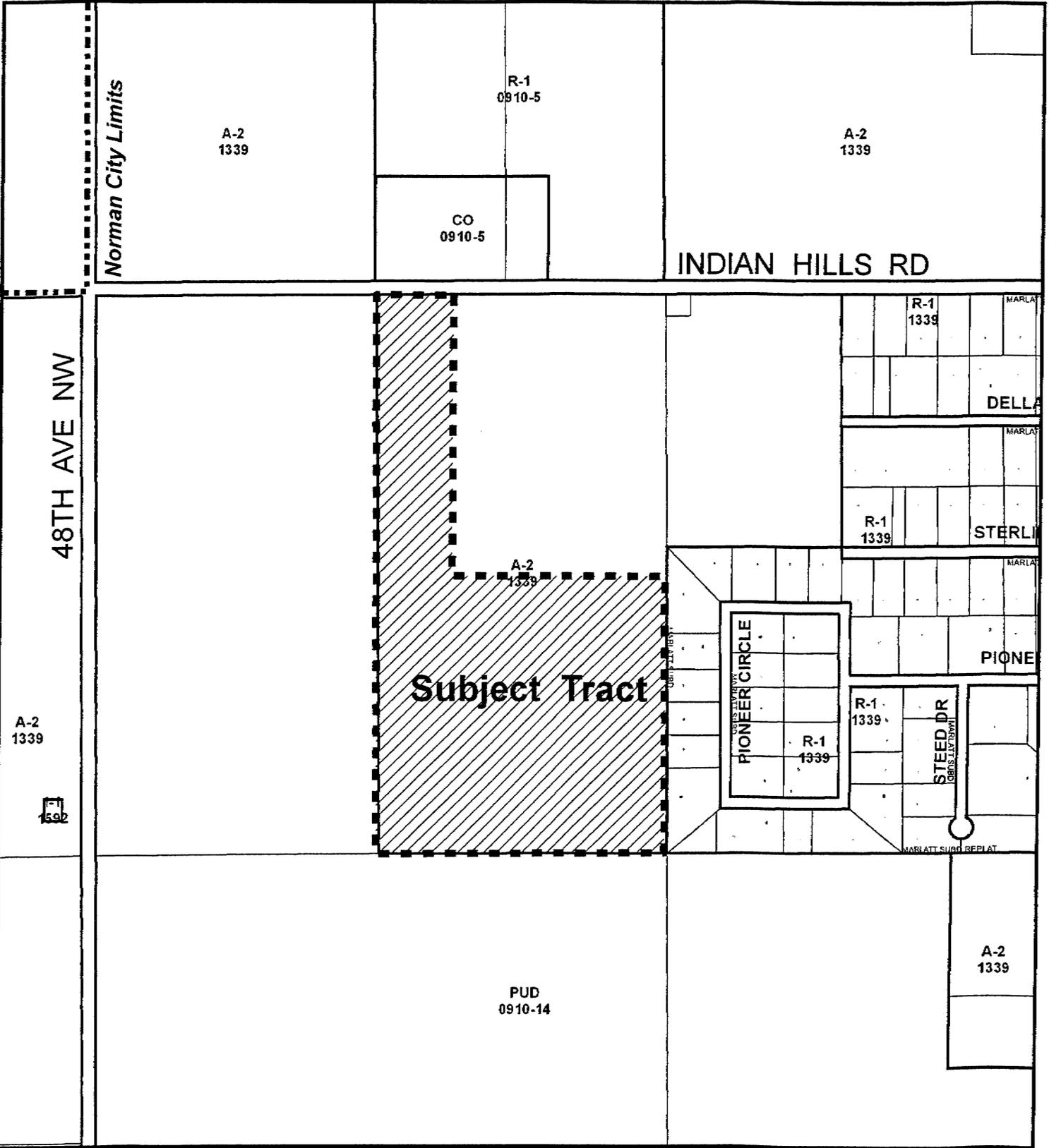
DISCUSSION: Staff has reviewed the required construction plans. Improvements for this property consist of private street paving, drainage, sanitary sewer, water, and sidewalks.

The proposal for this development is a gated community. The applicant has incorporated the proposed City standard into the design and construction of the entrance.

This development consists of 154 single-family residential lots within the preliminary plat and a total of 48.29 acres including open space areas. The final plat submitted to Planning Commission consisted of 40 lots containing 16.058 acres. Since that time, the acreage has been increased to 16.353, increasing the open space areas adjacent to the petroleum pipeline and better defining the residential lots adjacent to the pipeline easement. Also, the residential lots in the southeastern portion of the plat have been increased in size from 60-foot width to 70-foot width lots. The lot count remains the same at 40 single-family residential lots. There will be 114 lots remaining in the development after the final plat is filed of record.

Approximately 339 feet of West Indian Hills Road will be required to be constructed to City standards as a half width arterial street. Section 19-602 B 1.2(a)(b)(c) and (d) of the City Code establishes a method of deferring public street improvements under the following situations: (a) where incompatible grades exist; (b) where there are inadequate or a lack of connecting facilities; (c) where construction of the improvement would not immediately function for its intended use; or (d) where such improvement would be replaced by a planned future project. The developer is required to post a certificate of deposit with the City in a special account to be used with a future paving project or at such time as development occurs adjacent to the property. Staff has observed over the years that gap paving or "piecemeal" paving has been a detriment to arterial streets. There have been times over the years where paving improvements have been constructed and then replaced because they did not fit in the overall design of the arterial street. Because this final plat includes a short length of pavement on Indian Hills Road, staff is recommending deferral until future development occurs or until the City initiates improvement to Indian Hills Road.

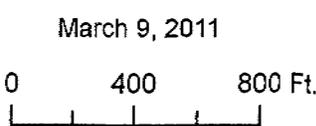
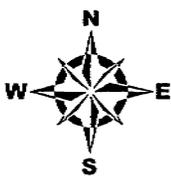
RECOMMENDATION: The final plat is consistent with the approved preliminary plat except for the above mentioned minor lot dimensions. Based upon the above information, staff recommends acceptance of the public dedications, approval of the final plat and filing of the final plat subject to completion of public improvements. The City Development Committee will ensure completion of all required public improvements or bonds and will recommend that the Mayor sign the final plat and bonds subject to receipt of a Certificate of Deposit in the amount of \$65,233 for deferral of paving, drainage and sidewalks in connection with Indian Hills Road within ten days, traffic impact fee in the amount of \$4,263.58, and a warranty deed for private park land to the Property Owners Association.



Location Map



Map Produced by the City of Norman
 Geographic Information System.
 (405) 366-5316
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



-  Subject Tract
-  Zoning

FINAL PLAT

ITEM NO. 4

STAFF REPORT

ITEM: Consideration of a Final Plat for GLENRIDGE ADDITION, a PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located on the south side of Indian Hills Road and approximately 1,300 feet east of 48th Avenue N.W.

INFORMATION:

1. Owner. L & S Development II, LLC
2. Developer. L & S Development II, LLC
3. Engineer. SMC Consulting Engineers P.C.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1320 annexing this property into the City of Norman.
2. December 19, 1961. Planning Commission recommended that this property be placed in the A-2, rural agricultural zoning classification.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2 zoning classification.
4. April 7, 2011. The Norman Board of Parks Commissioners, on a vote of 6-0, recommended a private park be deeded to the Property Owners Association for Glenridge Addition, a Planned Unit Development.
5. April 14, 2011. Planning Commission, on a vote of 7-0, recommended to City Council amending the NORMAN 2025 Land Use and Transportation Plan from Future Urban Service Area to Current Service Area.
6. April 14, 2011. Planning Commission, on a vote of 7-0, recommended to City Council that this property be placed in the Planned Unit Development and removed from A-2 Rural Agricultural District.

HISTORY (cont'):

7. April 14, 2011. Planning Commission, on a vote of 7-0, recommended to City Council that the preliminary plat for Glenridge Addition, a Planned Unit Development be approved.
8. June 21, 2011. City Council amended the NORMAN 2025 Land Use and Transportation Plan removing this property from Future Urban Service Area to Current Service Area.
9. June 21, 2011. City Council adopted Ordinance No. O-1011-49 placing this property in the Planned Unit Development and removing it from A-2 zoning classification.
10. June 21, 2011. City Council approved the preliminary plat for Glenridge Addition, a Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Fencing. Fencing (screening) will be installed adjacent to Indian Hills Road for the residential lots siding to this arterial designated street.
2. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.
4. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy. Staff is recommending deferral of the sidewalks adjacent to Indian Hills Road.
5. Drainage. Storm sewers and appurtenant drainage structures will be installed in accordance with plans and City drainage standards. Detention facility will be constructed. It will be maintained by a Property Owners Association.
6. Streets. Streets will be constructed in accordance with approved plans and City paving standards. Indian Hills Road will be built as a five (5) lane arterial street in this location. Staff is recommending deferral of street improvements for Indian Hills Road.

7. Water Mains. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. An off-plat twelve-inch (12") water main has been extended and connected to an existing twenty-four inch (24") main parallel to 36th Avenue N.W.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat, final site development plan, final plat, and memorandum for deferral of street improvements for Indian Hills Road are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: This property consists of 40 single-family residential lots and several open space lots that will be maintained by a mandatory Property Owners' Association. Staff recommends approval of the final plat for Glenridge Addition, a Planned Unit Development.

ACTION NEEDED: Recommend approval or disapproval for deferral of paving and sidewalk improvements for Indian Hills Road to City Council and approve or disapprove the final plat for Glenridge Addition, a Planned Unit Development.

ACTION TAKEN: _____

office memorandum



Date: August 1, 2012
To: Andy Sherrer, Chairman Planning Commission
From: Shawn O'Leary, Director of Public Works *SES*
Subject: Deferral of Street and Sidewalk Improvements
Glenridge Addition, a Planned Unit Development

The Glenridge Addition, a Planned Unit Development is generally located 1,300 feet east of 48th Avenue NW on the south side of Indian Hills Road. As part of the required improvements, the developer would construct street and sidewalk improvements in connection with West Indian Hills Road.

It is recommended that the construction of these improvements be deferred under the provisions of Section 19-602B1,2(b)(c)(d) of the City Code. My recommendation for deferral is based on the fact these improvements would not immediately function due to the lack of connecting facilities and these improvements would more than likely be replaced by a future project.

If you need additional information, please feel free to contact me.

KID

cc: Steve Lewis, City Manager
Susan Connors, Director of Planning and Community Development
Angelo Lombardo, Transportation Engineer
Scott Sturtz, City Engineer *SES*

SMC

Your Civil Engineering Solution

Consulting Engineers, P.C.
815 West Main
Oklahoma City, OK 73106
405-232-7715
FAX 405-232-7858
www.smoc.com

*Civil Engineering
Land Development
Storm Water Management*

Tom L. McCaleb
Terence L. Haynes
Christopher D. Anderson
Ole M. Marcussen

September 19, 2013

Todd McLellan, P.E.
Development Engineer
City of Norman
P.O. Box 370
Norman, Oklahoma 73070

Re: Glenridge Addition Section One
Final Plat
SMC No. 5174.00

Dear Mr. McLellan:

The Developer of the parcel of land submitted as Glenridge Addition Section 1 is submitting the Engineer's estimate for Deferred Construction. Therefore, please find enclosed the Engineer's Estimate for work requiring deferral for construction. Please review and process administrative approval. The Developer understands the cost is 100% of the Engineer's Estimate. Please process the administrative approval.

Sincerely,

SMC Consulting Engineers, P.C.



Tom L. McCaleb, P.E.

cc: Sassan Moghadam

**MATERIALS ESTIMATE FOR GLENRIDGE ADDITION SECTION 1
DEFERRED COST OF IMPROVEMENTS
NORMAN, OKLAHOMA**

September 19, 2013

Grading, Paving & Erosion Control

<u>Item</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
2" Type "S5" Asphalt	928	S.Y.	\$ 12.50	\$ 11,600.00
4" Type "S3" Asphalt	928	S.Y.	\$ 17.50	\$ 16,240.00
3" Type "S3" Asphalt	1041	S.Y.	\$ 15.00	\$ 15,615.00
6" Modified Subgrade	1041	S.Y.	\$ 5.00	\$ 5,205.00
6" Curb and Gutter	211	L.F.	\$ 15.00	\$ 3,165.00
5' Concrete Sidewalk	281	L.F.	\$ 23.00	\$ 6,463.00
Saw-Cut Existing Pavement	339	L.F.	\$ 5.00	\$ 1,695.00
Excavation & Grading	1	L.S.	\$ 2,000.00	\$ 2,000.00
Erosion Control	1	L.S.	\$ 1,000.00	\$ 1,000.00
Traffic Control	1	L.S.	\$ 1,000.00	\$ 1,000.00
Construction Staking	1	L.S.	\$ 1,250.00	\$ 1,250.00
Total				\$ 65,233.00
<u>TOTAL FOR DEFERRED CONSTRUCTION</u>				<u>\$ 65,233.00</u>

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

AUGUST 9, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9th day of August 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <http://www.normanok.gov/content/boards-commissions> at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Dave Boeck
Jim Gasaway
Diana Hartley
Curtis McCarty
Roberta Pailles
Chris Lewis
Andy Sherrer

MEMBERS ABSENT

Cindy Gordon
Tom Knotts

A quorum was present.

STAFF MEMBERS PRESENT

Susan Connors, Director, Planning &
Community Development
Jane Hudson, Principal Planner
Ken Danner, Subdivision Development
Manager
Roné Tromble, Recording Secretary
Leah Messner, Asst. City Attorney
Larry Knapp, GIS Analyst
Terry Floyd, Development Coordinator

Item No. 2, being:

CONSENT DOCKET

Chairman Sherrer announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. The Consent Docket consisted of the following items:

Item No. 3, being:

APPROVAL OF THE JULY 12, 2012 REGULAR SESSION MINUTES

Item No. 4, being:

FP-1213-5 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY L&S DEVELOPMENT II, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR GLENRIDGE ADDITION, A PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD AND 1,318 FEET EAST OF 48TH AVENUE N.W.

Item No. 5, being:

FP-1213-6 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY LOHMAN INVESTMENTS, L.L.C. (POLLARD & WHITED SURVEYING, INC.) FOR COTTONWOOD CREEK ADDITION, FOR PROPERTY LOCATED ON THE EAST SIDE OF 24TH AVENUE N.W. APPROXIMATELY ¼ MILE SOUTH OF INDIAN HILLS ROAD.

Item No. 6, being:

PP-1213-2 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY HARVEST CHURCH (CARDINAL ENGINEERING, INC.) FOR HARVEST CHURCH ADDITION, FOR PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF 36TH AVENUE N.W. APPROXIMATELY 1,600 FEET NORTH OF THE INTERSECTION WITH WEST INDIAN HILLS ROAD.

*

Chairman Sherrer asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, he asked whether any member of the audience wished to remove any item. There being none, he asked for discussion by the Commission.

Chris Lewis moved to place approval of Item Nos. 3 through 6 on the Consent Docket and approve by one unanimous vote. Dave Boeck seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Jim Gasaway, Diana Hartley, Curtis McCarty, Roberta Pailles, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Cindy Gordon, Tom Knotts

Ms. Tromble announced that the motion, to place approval of Item Nos. 3 through 6 on the Consent Docket and approve by one unanimous vote, passed by a vote of 7-0.

Item No. 4, being:

FP-1213-5 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY L&S DEVELOPMENT II, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR GLENRIDGE ADDITION, A PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF INDIAN HILLS ROAD AND 1,318 FEET EAST OF 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Final Plat
3. Staff Report
4. Deferral Memo
5. Preliminary Plat

The Final Plat for GLENRIDGE ADDITION, A Planned Unit Development was approved on the Consent Docket by a vote of 7-0, with deferral of street and sidewalk improvements.



City of Norman, OK

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

Master

File Number: **GID-1314-38**

File ID: GID-1314-38	Type: Donation	Status: Consent Item
Version: 1	Reference: Item No. 15	In Control: City Council
Department: Police Department	Cost:	File Created: 09/23/2013
File Name: Donations for the Animal Welfare Center Memorial for Sara Maisano		Final Action:

Title: CONSIDERATION OF THE ACCEPTANCE OF DONATIONS IN THE AMOUNTS OF \$250 FROM SOONER VETERINARY HOSPITAL; \$250 FROM DENISE SWAROWSKY; \$300 FROM BELINDA SNEED; \$325 FROM DANIELLE BROWN; \$500 FROM LYNN ROSE; \$500 FROM BARRETT WILLIAMSON ARCHITECTS, INC.; AND \$5,000 FROM AN ANONYMOUS DONOR TO BE USED BY THE CITY OF NORMAN ANIMAL WELFARE CENTER.

Notes: ACTION NEEDED: Motion to accept or reject donations in the amount of \$250 from Sooner Veterinary Hospital; \$250 from Denise Swarowsky; \$300 from Belinda Sneed; \$325 from Danielle Brown; \$500 from Lynn Rose; \$500 from Barrett Williamson Architects, Inc.; and \$5,000 from an anonymous donor to be used by the City of Norman Animal Welfare Center; and, if accepted, increase Animal Control Liability (010-0000-227.24-31) by \$7,125.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 15

Attachments: Text File Donations, Donation Receipts

Project Manager: John Bowman, Animal Welfare Supervisor

Entered by: kathy.lamar@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File GID-1314-38

Body

BACKGROUND: The following five individuals and two businesses presented the City of Norman Animal Welfare Center with donations totaling \$7,125. In accordance with the City Code, Section 8-111, any donation in excess of \$250 must be accepted by the City Council. The items are being brought forward for that purpose.

- Sooner Veterinarian Hospital - \$250
- Denise Swarowsky - \$250
- Belinda Sneed - \$300
- Danielle Brown - \$325
- Lynn Rose - \$500

Barrett Williamson Architects, Inc. - \$500
Anonymous - \$5,000

TOTAL AMOUNT OF DONATION \$7,125

DISCUSSION: These are private donations for the memorial of Sara Maisano. Ms. Maisano was a past volunteer at the Norman Animal Welfare Center prior to her demise. Her father, Deputy Police Chief Jim Maisano, has spoken regarding Sara's love for animals and his interest in seeing that enough funds are generated, either by him personally, and/or others collectively to fund the reinstatement of the cat porch that was designed into the Norman Animal Welfare Center renovation project. The transmittal information with the donations does specify use for the Cat Porch. Since the Norman Animal Welfare Center is currently in the process of remodeling, these funds could be combined with other donations. This would assist during the remodel by having additional funds available if needed during this project.

Although the City would not be required to use these funds in that manner, if enough funds are collected for that purpose, Staff intends to bring an item back to Council for consideration of reinstating the Cat Porch into the Animal Shelter renovation project, so Council can make that decision at the appropriate time.

STAFF RECOMMENDATION: It is recommended that donations totaling \$7,125 be accepted and deposited into Animal Control Liability (account 010-0000-227-24-31). The funds could then be used as needed during the remodeling of the Norman Animal Welfare Center. The funds have been deposited into this account pending Council's approval.

Norman Animal Welfare

3428 JENKINS AVE NORMAN, OK 73072
(405) 292-9736

Receipt Number: R13-002323

Receipt Date: Tuesday, September 03, 2013

Person Information: SOONER VET HOSPITAL
107 VICKSBURG AVE
NORMAN, OK 73071

PID: P001020

Received From: SOONER VET HOSPITAL

Check No: 7751

Phone: (405) 364-2107

Item:	Animal ID:	Reference No:	Price:	Qty:	Amount:
DONATION			\$250.00	1	\$250.00
Total Fees Due:					\$250.00
Payments:					
Cash:					\$0.00
Check:					\$250.00
Credit Card:					\$0.00
Total Payments Received:					\$250.00
Thank You!					
Change:					\$0.00
Balance Due:					\$0.00

Shelter Hours

Monday - Friday Saturday

Shelters CLOSED Sundays and Holidays

Clerk: HOLLY SHELTER

Transaction Date: 09/03/13

Print Date: 09/03/13 are\Chameleon\Crystal\Receipt2.rpt

Norman Animal Welfare
 3428 JENKINS AVE NORMAN, OK 73072
 (405) 292-9736

Receipt Number: R13-002498

Receipt Date: Thursday, September 19, 2013

Person Information: DENISE SWAROWSKY
 9724 LILLY LN
 NORMAN, OK 73026

PID: P005522

Received From: DENISE SWAROWSKY

Check No: 7247

Phone: (405) 447-2617

Item:	Animal ID:	Reference No:	Price:	Qty:	Amount:
DONATION			\$250.00	1	\$250.00
					Total Fees Due: \$250.00
Payments:					Cash: \$0.00
					Check: \$250.00
					Credit Card: \$0.00
					Total Payments Received: \$250.00
Thank You!					
					Change: \$0.00
					Balance Due: \$0.00

Shelter Hours

Monday - Friday Saturday

Shelters CLOSED Sundays and Holidays

Clerk: HOLLY SHELTER

Transaction Date: 09/19/13

Print Date: 09/19/13 are\Chameleon\Crystal\Receipt2.rpt

Norman Animal Welfare

3428 JENKINS AVE NORMAN, OK 73072
(405) 292-9736

Receipt Number: R13-002453

Receipt Date: Monday, September 16, 2013

Person Information: BELINDA SNEED
1709 PLUMB DR
OKLAHOMA CITY, OK 73130

PID: P005462

Received From: BELINDA SNEED

Check No: 4086

Phone: (405) 732-4964

Item:	Animal ID:	Reference No:	Price:	Qty:	Amount:
DONATION			\$300.00	1	\$300.00
Total Fees Due:					<u>\$300.00</u>
Payments:					
Cash:					\$0.00
Check:					\$300.00
Credit Card:					\$0.00
Total Payments Received:					<u>\$300.00</u>
Thank You!					
Change:					\$0.00
Balance Due:					\$0.00

Shelter Hours

Monday - Friday Saturday

Shelters CLOSED Sundays and Holidays

Norman Animal Welfare
 3428 JENKINS AVE NORMAN, OK 73072
 (405) 292-9736

Receipt Number: R13-002479

Receipt Date: Tuesday, September 17, 2013

Person Information: DANIELLE BROWN
 1712 ORIOLE CT
 NORMAN, OK 73071

PID: P005498

Received From: DANIELLE BROWN

Check No: 3246

Phone: (000) 000-0000

Item:	Animal ID:	Reference No:	Price:	Qty:	Amount:
DONATION			\$325.00	1	\$325.00
Total Fees Due:					\$325.00
Payments:					
Cash:					\$0.00
Check:					\$325.00
Credit Card:					\$0.00
Total Payments Received:					\$325.00
Thank You!					
Change:					\$0.00
Balance Due:					\$0.00

Norman Animal Welfare

3428 JENKINS AVE NORMAN, OK 73072
(405) 292-9736

Receipt Number: R13-002380

Receipt Date: Saturday, September 07, 2013

Person Information: LYNN ROSE
P.O.BOX 3029
NORMAN, OK 73070

PID: P005328

Received From: LYNN ROSE

Check No: 3033

Phone: (405) 366-2144

Item:	Animal ID:	Reference No:	Price:	Qty:	Amount:
DONATION			\$500.00	1	\$500.00

Total Fees Due: **\$500.00**

Payments: Cash: \$0.00

Check: \$500.00

Credit Card: \$0.00

Total Payments Received: **\$500.00**

Thank You!

Change: \$0.00

Balance Due: \$0.00

Norman Animal Welfare

3428 JENKINS AVE NORMAN, OK 73072
(405) 292-9736

Receipt Number: R13-002338

Receipt Date: Thursday, September 05, 2013

Person Information: BARRETT WILLIAM ARCHITECTS, INC
219 W BOYD ST 203
NORMAN, OK 73069

PID: P005279

Received From: BARRETT WILLIAMSON
ARCH

Check No: 4568

Phone: (405) 360-1566

Item:	Animal ID:	Reference No:	Price:	Qty:	Amount:
DONATION			\$500.00	1	\$500.00

Total Fees Due: **\$500.00**

Payments: Cash: \$0.00

Check: \$500.00

Credit Card: \$0.00

Total Payments Received: **\$500.00**

Thank You!

Change: \$0.00

Balance Due: \$0.00

Saved for Person

Shelter Hours

Monday - Friday Saturday

Shelters CLOSED Sundays and Holidays

Clerk: HOLLY SHELTER

Transaction Date: 09/05/13

Print Date: 09/05/13 are\Chameleon\Crystal\Receipt2.rpt

Norman Animal Welfare
3428 JENKINS AVE NORMAN, OK 73072
(405) 292-9736

Receipt Number: R13-002488

Receipt Date: Wednesday, September 18, 2013

Person Information: [REDACTED]
[REDACTED]
NORMAN, OK 73072

PID: P005506

Received From: [REDACTED]

Check No: 8292

Phone: (405) [REDACTED]

Item:	Animal ID:	Reference No:	Price:	Qty:	Amount:
DONATION			\$5000.00	1	\$5000.00
Total Fees Due:					\$5000.00
Payments:					
Cash:					\$0.00
Check:					\$5000.00
Credit Card:					\$0.00
Total Payments Received:					\$5000.00
Thank You!					
Change:					\$0.00
Balance Due:					\$0.00

Shelter Hours

Monday - Friday Saturday

Shelters CLOSED Sundays and Holidays

Clerk: HOLLY SHELTER

Transaction Date: 09/18/13

Print Date: 09/18/13 are\Chameleon\Crystal\Receipt2.rpt



City of Norman, OK

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

Master

File Number: LL-1314-7

File ID: LL-1314-7	Type: Limited License	Status: Consent Item
Version: 1	Reference: Item No. 16	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 09/24/2013
File Name: Limited License YMCA Fall Festival		Final Action:

Title: LIMITED LICENSE NO. LL-1214-7: A LIMITED LICENSE TO PLACE THREE (3) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE CLEVELAND COUNTY FAMILY YMCA FOR THE YMCA FREE FALL CARNIVAL EVENT TO BE HELD ON OCTOBER 25 , 2013.

Notes: ACTION NEEDED: Motion to approve or reject Limited License No. LL-1314-7 to place three (3) ground banners within the public rights-of-way pursuant to a request from Cleveland County Family YMCA; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 16

Attachments: Text File YMCA Fall Festival, Limited License Application, YMCA

Project Manager: Wayne Stenis, Planner II

Entered by: Ellen.Usry@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File LL-1314-7

Body

BACKGROUND: Section 18-308 authorizes the issuance of a Limited License under certain circumstances:

Signs announcing specific events or promotions that are of a legitimate public benefit to the community at large may be erected within the public right-of-way when authorized by a limited license granted by the City Council. The size, number, type, and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION: The Cleveland County Family YMCA has requested permission to install three large (4' by 10') vinyl banners at designated locations in the community announcing their free Fall Carnival on October 25th.

The signs will be in use from October 18 to October 26.

A copy of the letter of request with the specified locations is attached for reference. The locations are acceptable.

RECOMMENDATION: Staff supports this request with the condition that the signs not be utilized for more than the specified time period, they are not placed in a sight triangle and do not otherwise create a traffic hazard. Staff has prepared the license in accordance with the request, and presents it to the Council for consideration. Conditions may be attached, if the Council desires.

**APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT
BANNER/SIGN**

Date: 8/31/2013

Name of Applicant: Cleveland County Family YMCA

Address: 1350 Lexington Avenue, Norman, OK 73069

Phone: 364-9622 ext. 131

Number of banners: 3

Location of Banners/Signs (if list is lengthy you may attach separate sheet or map)

1. Lindsey & Ed Noble Parkway – South side of Lindsey facing Ed Noble Parkway
2. Alameda & 12th Ave. SE *NW CORNER*
3. Main St./ 24th NW *NW CORNER*

*We still have our maps from planning department from previous years.

Banner/Sign size: 4x10

Working of Banner/Sign:

YMCA Free Fall Carnival
 Friday, Oct. *25th*
 Free Inflatables & Fun Activities

Duration of Use: October 18 – October 26, 2013

**LIMITED LICENSE TO PLACE THREE (3) GROUND
BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY
PURSUANT TO A REQUEST FROM THE CLEVELAND
COUNTY FAMILY YMCA FOR THE YMCA FREE FALL
CARNIVAL EVENT TO BE HELD ON FRIDAY,
OCTOBER 25, 2013.**

An Application has been filed by the Cleveland County Family YMCA for a Limited License to place three (3) ground banners within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the application which is incorporated herein and made a part hereof

License limited to an 9-day period from October 18 through 26, 2013.

Any special conditions which may be outlined in the Staff memorandum or imposed by the City Council.

Further, any breach of the conditions as above set forth shall be grounds for immediate revocation of this license and further that the City Council may revoke this limited license at will and for any cause whatsoever upon the giving of thirty (30) days notice authorized by the City Council to the application.

Approved this 8th day of October, 2013.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk



City of Norman, OK

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

Master

File Number: LL-1314-8

File ID: LL-1314-8	Type: Limited License	Status: Consent Item
Version: 1	Reference: Item No. 17	In Control: City Council
Department: Planning and Community Development Department	Cost:	File Created: 09/25/2013
File Name: Limited License Downtown Fall Festival	Final Action:	

Title: LIMITED LICENSE NO. LL-1314-8: A LIMITED LICENSE TO PLACE SIX (6) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM DOWNTOWN NORMAN FALL FESTIVAL, L.L.C., FOR THE DOWNTOWN NORMAN FALL FEST MAIN STREET EVENT TO BE HELD ON OCTOBER 25, 2013.

Notes: ACTION NEEDED: Motion to approve or reject Limited License No. LL-1314-8 to place six (6) ground banners within the public rights-of-way pursuant to a request from Downtown Norman Fall Festival, L.L.C., and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 17

Attachments: Text File Downtown Fall Fest, Downtown Norman Fall Festival, Downtown Fall Festival Limited License, Photograph Downtown Fall Festival Banner

Project Manager: Wayne Stenis, Planner II

Entered by: Ellen.Usry@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File LL-1314-8

Body

BACKGROUND: Section 18-308 authorizes the issuance of a Limited License under certain circumstances:

Signs announcing specific events or promotions that are of a legitimate public benefit to the community at large may be erected within the public right-of-way when authorized by a limited license granted by the City Council. The size, number, type, and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION: Downtown Norman Fall Fest L.L.C., a non-profit organization, has requested permission to install six large (6' by 3') vinyl banners at designated locations in the community announcing their Downtown Norman Fall Fest Main Street event on October 25th from 6 p.m. to 9 p.m. This is the first year for this event. The signs will be in use from October 9 to October 26.

A copy of the application with six specified locations is attached for reference. One location is on the wall of the Financial Center building and permission has been granted. Other locations are in the public rights-of-way and the applicant is contacting adjacent property owners. The locations are acceptable and the applicant has been advised of placement so they do not create a traffic hazard.

RECOMMENDATION: Staff supports this request with the following conditions: signs not be utilized for more than the specified time period, they are not placed in a sight triangle and they do not otherwise create a traffic hazard. Staff has prepared the license in accordance with the request, and presents it to the Council for consideration. Conditions may be attached, if the Council desires.

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER/SIGN

Date 9-23-13

Name of Applicant Ashley Adair-Garner
or behalf of DOWNTOWN NORMAN FALL FESTIVAL LLC

Address 111 N. Peters Ste. 101 Telephone Number 405-321-8984
Norman, OK 73069

Number of Banners — 5 — or 6 possibly

Location of Banners/Signs (If list is lengthy you may attach separate sheet or map)

NE corner of Lindsey/Berry (Robert Castleberry + Assoc.)

SE corner of main/24th (Shell)

NW corner of Alameda/12th (Walgreens)

* NW corner of Robinson/24th

* NW corner of main/Ed Noble Pruy
NE corner of main/Peters (Financial Center bldg.)

Banner/Sign Size 6 x 3

Type of Banner/Sign Vinyl

Wording of Banner/Sign 6 TO 9 PM Friday, October 25
Downtown Norman Fall Fest Mainstreet

Duration of Use Oct. 9 - Oct. 25

* still seeking permission, so locations not guaranteed

LIMITED LICENSE NO. LL- 1314-8

**LIMITED LICENSE TO PLACE SIX (6) GROUND
BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY
PURSUANT TO A REQUEST FROM DOWNTOWN
NORMAN FALL FESTIVAL, L.L.C., FOR THE
DOWNTOWN NORMAN FALL FEST MAIN STREET
EVENT TO BE HELD FRIDAY, OCTOBER 25, 2013.**

An Application has been filed by Downtown Fall Festival, L.L.C., for a Limited License to place six (6) ground banners within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the application which is incorporated herein and made a part hereof

License limited to an 17-day period from October 9 through 25, 2013.

Any special conditions which may be outlined in the Staff memorandum or imposed by the City Council.

Further, any breach of the conditions as above set forth shall be grounds for immediate revocation of this license and further that the City Council may revoke this limited license at will and for any cause whatsoever upon the giving of thirty (30) days notice authorized by the City Council to the application.

Approved this 8th day of October, 2013.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk



6 TO 9 P.M.
FRIDAY, OCTOBER 25
DOWNTOWN NORMAN
FALL FEST
Main Street



City of Norman, OK

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

Master

File Number: K-1213-168 Final

File ID: K-1213-168 Final	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 18	In Control: City Council
Department: Parks and Recreation Department	Cost:	File Created: 10/08/2013
File Name: McGeorge Park Closing	Final Action:	

Title: CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-1213-168 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND REX PLAYGROUND EQUIPMENT FOR THE MCGEORGE PARK PLAYGROUND EQUIPMENT PROJECT.

Notes: ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$3,500 to Rex Playground Equipment.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 18

Attachments: Text File McGeorge Park, McGeorge Park map and picture

Project Manager: Mitch Miles, Park Planner

Entered by: mitch.miles@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-168 Final

Body

BACKGROUND: On March 12, 2013, City Council approved Contract No. K-1213-168 with Rex Playground Equipment in the amount of \$70,000 for the McGeorge Park Playground Replacement Project.

DISCUSSION: This project included the replacement of older play equipment with a new modular unit which included climbing components and slides, swings (belt and tot), a see-saw, a climbing dome, and padded synthetic grass safety surfacing.

On September 18, 2013, Parks and Recreation staff inspected this project and found it to be complete as per specifications.

RECOMMENDATION: It is recommended that City Council accept the McGeorge Park Playground Replacement Project as complete and authorize final payment in the amount of \$3,500.

Funding is available in the following Community Development Block Grant Fund accounts:

McGeorge Playground Replacement

CDBG 2009 - Parks and Recreation (account 021-4059-463.61-03); \$25,000

CDBG 2010 - Parks and Recreation (account 021-4062-463.61-03); \$20,000

CDBG 2011 - Parks and Recreation (account 021-4067-463.61-03); \$20,000

CDBG 2012 - Parks and Recreation (account 021-4071-463.61-03); \$5,000

Budget Total - \$70,000





City of Norman, OK

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

Master

File Number: K-1213-197 Final

File ID: K-1213-197 Final **Type:** Contract **Status:** Consent Item

Version: 1 **Reference:** Item No. 19 **In Control:** City Council

Department: Parks and Recreation Department **Cost:** **File Created:** 09/24/2013

File Name: Final Payment of Woodslawn Park Playground Project **Final Action:**

Title: CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-1213-197 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ACS PLAYGROUND ADVENTURES, INC., FOR THE WOODSLAWN PARK PLAYGROUND EQUIPMENT PROJECT.

Notes: ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$1,726.65 to ACS Playground Adventures.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 19

Attachments: Text File Woodslawn Park, Woodslawn Park map and picture, PO ACS Playground Equipment

Project Manager: Mitch Miles, Park Planner

Entered by: mitch.miles@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1213-197 Final

Body

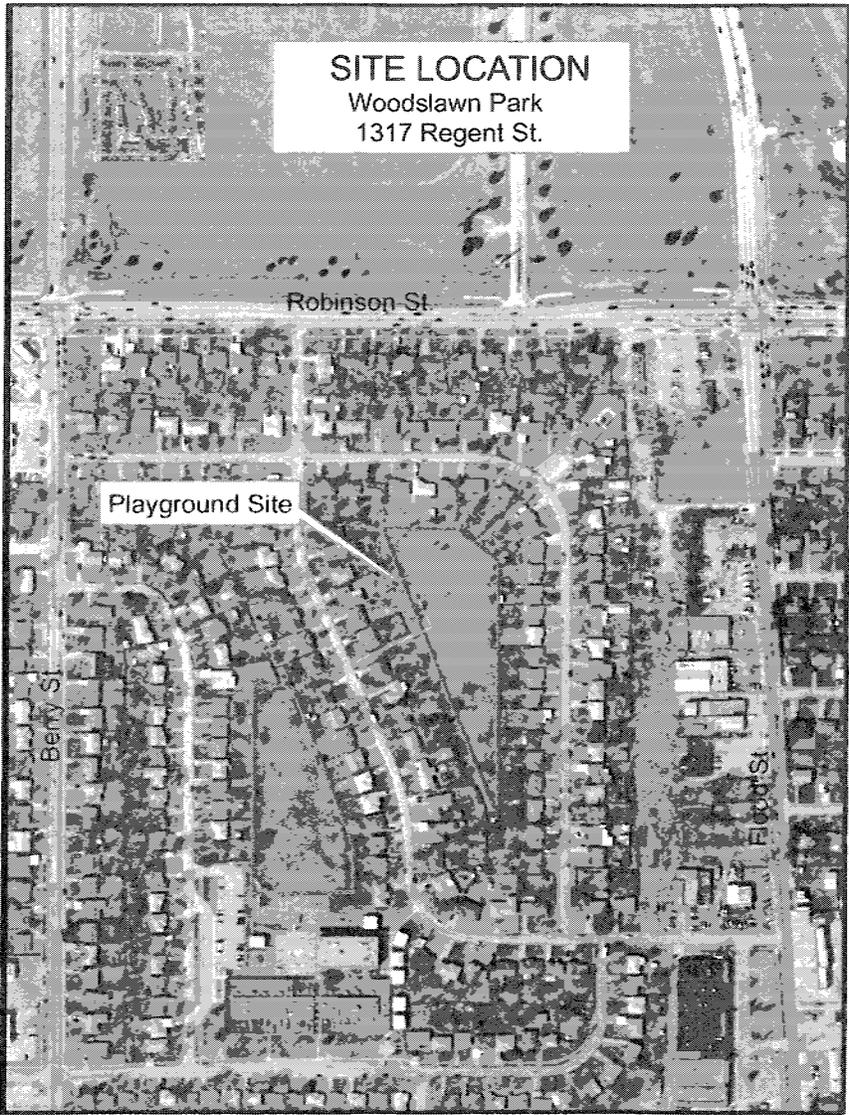
BACKGROUND: On May 9, 2013, City Council approved Contract No. K-1213-197 with ACS Playground Adventures in the amount of \$34,533 for the Woodslawn Park Playground Project.

DISCUSSION: This project replaced playground equipment which was vandalized. The new playground equipment was designed for 2-5 year old age children. The new playground includes climbing components, a slide, interactive play panels, tot swing and padded synthetic grass safety surfacing.

On September 18, 2013, Parks and Recreation staff inspected this project and found it to be complete as per specifications.

RECOMMENDATION: It is recommended that City Council accept the Woodslawn Park Playground Project as complete and approve final payment in the amount of \$1,726.65 to ACS Playground Adventures.

Funding is available for the project in Woodslawn Park Improvements, Construction (account 050-9673-452.61-01; project PR0143)





The City of
NORMAN

INVOICE TO:
City of Norman
PARKS AND RECREATION
201-C WEST GRAY STREET
NORMAN, OK 73070

P.O. #: 232903

DATE: 06/13/13

VENDOR #
10277

ACS PLAYGROUND ADVENTURE INC
8501 MANTEL AVE
OKLAHOMA CITY, OK 73132

SHIP TO:
City of Norman
PARKS AND RECREATION
201-C WEST GRAY STREET
NORMAN, OK 73070

DELIVER BY: 05/29/13
SHIP VIA: BEST WAY

F.O.B. DESTINATION

TERMS NET

CONFIRM BY

FREIGHT

ACCOUNT NO.
05096734526101

REQUISITIONED BY
TERRY-FOSTER

REQ. NO.
217787

REQ. DATE
05/29/13

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	34533.00	EA	WOODSLAWN PARK PLAYGROUND EQUIPMENT, COUNCIL6-11-13 CONFIRMING QUOTES, COUNCIL AGENDA 6-11-13 ACCT#050-9673-452.6101-PR0143 VENDOR ITEM NO. - CONTRACT#K-1213-197	1.0000	34533.00

SUB-TOTAL 34533.00

TOTAL 34533.00

8.30.13 Receipted in 95% of INV.#1278 32,806.30

Balance \$1,726.65



City of Norman, OK

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

Master

File Number: K-1213-78 AMD#1

File ID: K-1213-78 AMD#1 **Type:** Contract **Status:** Consent Item

Version: 1 **Reference:** Item No. 20 **In Control:** City Council

Department: Finance Department **Cost:** **File Created:** 09/20/2013

File Name: Sales Tax Compliance Audit Services **Final Action:**

Title: AMENDMENT NO. ONE TO CONTRACT NO. K-1213-78: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRA GOVERNMENT SERVICES, L.L.C., D/B/A REVENUE DISCOVERY SYSTEMS (RDS) EXTENDING THE TERM OF THE CONTRACT UNTIL OCTOBER 8, 2014, TO PERFORM COMPLIANCE AUDIT SERVICES.

Notes: ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-1213-78 with RDS extending the term of the contract until October 8, 2014; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 20

Attachments: Text File RDS, Amendment No. 1 K-1213-78, K-1213-78

Project Manager: Suzanne Krohmer, Municipal Accountant

Entered by: suzanne.krohmer@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1213-78 AMD#1

Body

BACKGROUND: Businesses in Oklahoma that sell taxable goods are required to collect applicable state and municipal sales taxes from the purchasers of such goods. Those state and municipal taxes collected from the purchasers are then required to be remitted by the retailer to the Oklahoma Tax Commission. The Oklahoma Tax Commission then sends the taxes paid by the purchasers to the taxing entities. Historically, the OTC has been responsible for pursuing retailers that fail to remit the taxes collected from the purchasers to the OTC. Senate Bill (SB) 750 relating to the collection of sales tax was amended on May 26, 2011 to authorize municipalities to "engage in compliance activities, either directly or through contract with private persons or entities, to augment the collection of the municipal tax by the Tax Commission". The Oklahoma Municipal League states that under the amended bill "municipalities will now have greater leeway to contact local merchants about compliance with the local sales tax ordinance."

DESCRIPTION: The City of Norman could benefit financially from the implementation of more effective delinquent sales, use and franchise tax collection programs, through in-house staff collection efforts on behalf

of the Oklahoma Tax Commission and through the efforts of external audit firms. These collection efforts are supplemental to the collection efforts performed on the City's behalf by the Oklahoma Tax Commission under the master contract with OTC to collect the City's sales and use tax (Contract K-1213-77).

On November 13, 2012, City Council entered into a one-year contract with PRA Government Services, L.L.C., D/B/A Revenue Discovery Systems (RDS), a company that provides compliance auditing and revenue enhancement services to perform compliance auditing services. We would like to amend the contract to extend for contract for one additional year expiring October 8, 2014. These services will be billed at an hourly rate and based on all time recorded by RDS personnel performing auditing services for the City of Norman. The City of Norman would not authorize RDS to pursue audits that would not potentially generate sufficient revenue to offset the costs of the audit.

RECOMMENDATION: Staff recommends that Council approve Amendment #1 to Contract No. K-1213-78 with PRA Government Services, L.L.C. d/b/a Revenue Discovery Systems to extend the term of the agreement until October 8, 2014. Funds for RDS' services are available in Consultant (account 010-3001-415.40-09).

AMENDMENT #1 to Contract K-1213-78

This Amendment is made effective as of the ___ day of October ___, by and between PRA Government Services, LLC, a Delaware limited liability company d/b/a RDS ("RDS"), and the City of Norman, and Oklahoma Municipal Corporation ("Client").

RECITALS

1. Client and RDS entered into an Agreement dated November 13, 2012 whereby RDS agreed to perform certain compliance Auditing Services related to various tax and fee revenues on behalf of and as designated by the Client.
2. RDS and Client desire to amend the Agreement to extend the term of the Agreement.

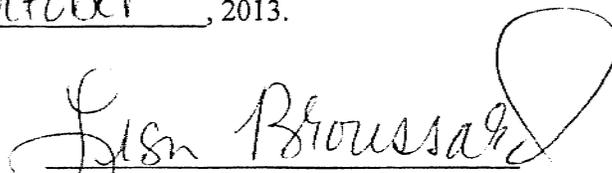
AGREEMENT

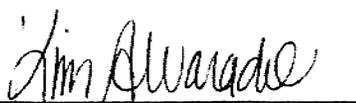
In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The Agreement will commence on the Effective Date and end on the date that is one year following the Effective Date.
2. All other terms and conditions of the Agreement shall remain in full force and effect and shall in no way be affected by this Agreement.

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized signatures below as of the dates there set out.

APPROVED by RDS this 2nd day of October, 2013.


RDS

ATTEST: 
Secretary

APPROVED by The Council of the City of Norman this ____ day of _____, 2013.

THE CITY OF NORMAN

MAYOR

ATTEST:

CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2013.

CITY ATTORNEY

COMPLIANCE AUDIT AGREEMENT

THIS COMPLIANCE AUDIT AGREEMENT ("Agreement") is made as of the 1st day of November 2012 (the "Effective Date"), by and between PRA Government Services, LLC, a Delaware limited liability company d/b/a RDS ("RDS"), and City of Norman, an Oklahoma municipal corporation ("CLIENT")(each of RDS and CLIENT a "Party" and together the "Parties").

1. **Designation of Auditing Services to be Performed.** RDS will perform compliance Auditing Services, as defined below, on behalf of the CLIENT related to revenues as designated by the CLIENT. These auditing services may relate to the following types of revenue, among others: Sales & Use Tax, Rental (Lease) Tax, Lodgings Tax, Transient Occupancy Tax, Hotel/Motel Tax, Alcohol Tax, Tobacco Tax, Business License Tax, Business Occupation Tax, Employer Occupational Tax, Motor Fuels Tax, Gasoline/Diesel Tax, Severance Tax, and other taxes and fees.
2. **Information Provided.** CLIENT represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
3. **Compliance with Laws.** Each Party accepts responsibility for and agrees to comply with all federal, state, and local laws (statutory and judicial), regulations, ordinances, and directives that are applicable to it in relation to the performance of its obligations under and in relation to this Agreement.
4. **Audit Procedures & Methodology.** RDS will comply with any Taxpayer Bill of Rights, including review and appeals processes, statutory guidelines or administrative procedures as outlined in applicable authoritative sources. Authoritative documentation related to services as provided for in this agreement is outlined in Oklahoma Administrative Code Title 710.
5. **Auditing Services, Fees, and Expenses.**
 - i. **RDS Compliance Auditing Services.** "Auditing Services" to be performed by RDS for CLIENT under this Agreement include all services undertaken by RDS personnel in auditing for compliance with payment obligations for the taxes and fees designated by CLIENT hereunder, including without limitation all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if applicable), and all services related to closing an audit.
 - ii. **RDS Fees and Reimbursable Expenses.** CLIENT agrees to pay RDS fees ("Fees") based on all time recorded by RDS personnel performing Auditing Services for CLIENT at an hourly rate of eighty-five dollars (\$85.00). There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 3%.
 1. **Travel Expenses:** Client will be billed for reasonable travel expenses, including mileage, hotel fees and per diem in accordance with federally approved travel guidelines.
 2. **Billing Increments in Computing Fees:** Time will be recorded in 6-minute intervals (.1 hours).
 3. **Shared Audit Fees:** When audits for CLIENT overlap with audits for other RDS clients or clients of RDS affiliates, the time is billed according to actual auditing time spent working for each client. Travel time and expenses are distributed evenly among the applicable clients. In no event will time or expenses be billed at more than 100% of the total.
 4. **No Tie to Recovery:** Client agrees to pay all Fees and reimbursable expenses when due, regardless of any recovery.

5. **Payment Terms:** RDS will invoice CLIENT monthly for Fees and reimbursable expenses. CLIENT agrees to pay RDS in full for all amounts invoiced within 30 days of RDS's invoice date, and agrees to pay a late fee of \$25 plus interest on any amounts not paid within 30 days of RDS's issuance of an invoice at a monthly rate of 1.5%. CLIENT agrees to reimburse RDS for all expenses, including without limitation reasonable attorneys' fees and legal expenses, associated with the collection of amounts due to RDS under this Agreement.
6. **Reporting to CLIENT.**
- i. RDS will provide CLIENT with monthly reports which may include, without limitation, a detail of monthly audit activity related to Audit Services, data regarding current audits in progress, findings to date, and Oklahoma Tax Commission acceptances of findings. These reports will be provided by the 10th of the month following each calendar month.
 - ii. CLIENT AGREES TO EXAMINE ALL INVOICES AND REPORTS IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO RDS WITHIN 60 DAYS OF CLIENT'S RECEIPT, SUCH INVOICES AND REPORTS WILL BE DEEMED ACCURATE AND CORRECT.
7. **Company Audit.** Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SAS 70 Type II report and will be made available upon request.
8. **Term of the Agreement; Termination.** The term of this Agreement shall commence on the Effective Date and end on the date that is one year following the Effective Date (as modified by the next sentence, the "Term"), unless this Agreement is earlier terminated pursuant to this Section 8 below, provided funds have been made available through the City of Norman budget process. Notwithstanding the foregoing, either party may terminate this Agreement prior to the end of the Term upon 90 days' advance written notice in the event that the other party materially breaches the terms of this Agreement and such breach is not remedied within 60 days after the non-breaching party's written notice setting forth in reasonable detail the facts and circumstances claimed to provide a basis for such breach.
9. **Effect of Termination.** Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. The CLIENT shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
10. **Insurance.** RDS will maintain in force throughout the term of this Agreement insurance coverage that includes, at a minimum, the following:
- (a) Worker's Compensation Insurance in an amount that is in accordance with applicable laws;
 - (b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - (c) Business Automobile Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage;
 - (d) Comprehensive Crime Insurance with a limit of \$1,000,000; and
 - (e) Professional Liability Insurance (Errors and Omissions) with a limit of \$1,000,000.

The Comprehensive General Liability Insurance and Business Automobile Liability Insurance specified above shall name the CLIENT and its agents, officers, and employees as additional insureds. The coverage specified in this Section 10 may be in the form of a direct policy or combination of direct and excess/umbrella policies. Certificates of Insurance shall be delivered to CLIENT prior to RDS's commencement of Auditing Services. Each certificate shall provide that insurer will endeavor to provide no less than thirty (30) days prior written notice to CLIENT in the event of cancellation of the coverage (10 days for nonpayment of premium)

evidenced by such certificate at its address. The insurance specified in this Section 10 shall be acquired from insurance companies properly licensed by the State of Oklahoma.

11. Confidentiality. The Parties agree to execute, immediately upon execution of this Agreement, a Confidentiality Agreement substantially in the form attached here to Exhibit A. In addition, all information designated as confidential by either Party and given or delivered to the other Party shall be held by the recipient in confidence and shall not be used except for internal business purposes.
12. No Solicitation. During the Term of this Agreement, and for a period of one year after its termination or expiration, or the date that is one year after entry of final judgment in any action regarding the enforceability of this provision if such date is later, CLIENT shall not directly or indirectly, without the prior, express written approval of RDS, offer or give employment to or retain the services as an independent contractor of any person or entity that was an employee, officer, member, manager, independent contractor, agent, or subcontractor of RDS (each an "RDS Representative") within the one year period preceding the date of termination or expiration of this Agreement if such employment or service shall relate to duties, tasks, responsibilities, or functions similar to those performed by the RDS Representative on behalf of RDS.
13. Notices. All notices, requests, demands and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given:
 - a. When delivered personally (against a signed receipt);
 - b. On the designated day of delivery (other than a weekend or U.S. federal government holiday) after being timely given to an express overnight courier with a reliable system for tracking delivery;
 - c. Four (4) business days after the day of mailing, when mailed to an address in the United States by United States mail, registered or certified mail, return receipt requested and postage prepaid; or
 - d. Ten (10) business days after the day of mailing, when mailed to an address in the continental United States from outside of the continental United States by local mail service, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

In the case of the CLIENT:

City of Norman
Attention: Anthony Francisco, Director of Finance
201 West Gray Street
Norman, OK 73069

With a copy (which shall not constitute notice) to:

City of Norman
Attention: Steve Lewis, City Manager
201 West Gray Street
Norman, OK 73069

In the case of RDS:

PRA Government Services, LLC (d/b/a RDS)
2317 Third Avenue North, Suite 200
Birmingham, Alabama 35203
ATT: Kennon Walthall, SVP Operations
and Chief Operating Officer

With a copy (which shall not constitute notice) to:

Judith S. Scott
Executive Vice President and General Counsel

Portfolio Recovery Associates, Inc.
 140 Corporate Blvd., Suite 100
 Norfolk, VA 23502

Either party may from time to time change its address or designee for notification purposes (so long as in the United States) by giving the other prior notice of the new address or designee and the date upon which it will become effective.

14. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
15. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CLIENT to: (i) any corporation or entity into which or with which RDS has merged or consolidated, (ii) any parent, subsidiary, successor or affiliate of RDS, or (iii) any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
16. Force Majeure. RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
17. Subcontractors. RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
18. Intellectual Property Rights. The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to RDS be deemed included within the Work Product.
19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
20. Invalidity. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original but all of which taken together shall constitute but one and the same Agreement.
22. Survival. The terms and provisions of this Agreement that by their meaning and context are intended to survive the termination or expiration of this Agreement shall so survive the termination or expiration of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Parties has executed and delivered this Compliance Audit Agreement under seal effective as of the date first written above.

CLIENT:

THE CITY OF NORMAN, an Oklahoma municipal corporation

By: Cindy Rosenthal

Print Name: Cindy Rosenthal

Title: Mayor

Dated: November 13, 2012

RDS:

PRA GOVERNMENT SERVICES, LLC, a Delaware limited liability company d/b/a RDS

By: Kennon Walthall

Print Name: Kennon Walthall

Title: COO/SVP of Operations

Dated: November 7, 2012

ATTEST:

Brenda Hall
City Clerk



APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY: [Signature] DATE 11/9/12

EXHIBIT A
CONFIDENTIALITY AGREEMENT

PRA Government Services, LLC, a Delaware limited liability company d/b/a RDS (the "Non-Disclosing Party") has requested information disclosure from the City of Norman, an Oklahoma municipal corporation (the "Disclosing Party") in connection with the Non-Disclosing Party's performance of compliance auditing services related to certain taxes assessed by the Disclosing Party under a Compliance Audit Agreement between Non-Disclosing Party and Disclosing Party dated as of November 1, 2012, as may be amended from time to time (the "Compliance Audit Agreement") (the "Purpose"). The Disclosing Party wishes to protect the confidentiality of certain nonpublic tax information to be provided to the Non-Disclosing Party in connection with the Compliance Audit Agreement (the "Tax Information") and will disclose such information to the Non-Disclosing Party only in accordance with the terms and conditions of this Confidentiality Agreement (the "Agreement"). In pursuit of the above and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Disclosing Party and the Non-Disclosing Party hereby agree as follows:

1. All Tax Information of any kind, in whatever form, that has been or may hereafter be disclosed or furnished, whether in writing or orally, to Non-Disclosing Party by Disclosing Party (or the shareholders, members, equity holders, directors, officers, employees, agents, consultants, independent contractors, affiliates, partners, joint venturers, advisors, or other representatives, including without limitation legal counsel, accountants, and financial advisors of the Disclosing Party (each a "Representative" of the Disclosing Party and collectively, the Disclosing Party's "Representatives")) or which may be learned by the Non-Disclosing Party as a result of such disclosure, shall be treated as the confidential information of Disclosing Party, shall be held in strict confidence, shall not be used by the Non-Disclosing Party other than for the Purpose defined above, and shall not be disclosed by Non-Disclosing Party to any other party without Disclosing Party's prior written consent, provided, however, that such information may be disclosed by Non-Disclosing Party to such of its employees, officers, subcontractors, and agents as reasonably require the same for the aforesaid Purpose and who are bound by obligations to Non-Disclosing Party consistent with Non-Disclosing Party's obligations hereunder.

2. The confidentiality obligations set forth in this Agreement are in addition to any confidentiality obligations imposed by circumstance or underlying law, including without limitation Section 205 of Title 68 of the Oklahoma Statutes. The Non-Disclosing Party's obligations pursuant to this Agreement shall remain in full force and effect and shall survive the termination or expiration of the Compliance Audit Agreement for so long as information continues to meet the definition of Tax Information set forth herein. Once the Disclosing Party's activities related to the Purpose have been completed, or at any time upon the request of the Disclosing Party, the Non-Disclosing Party agrees to return to the Disclosing Party all Tax Information disclosed by the Disclosing Party hereunder, including without limitation all physical embodiments, electronic embodiments, photocopies or reproductions thereof.

3. The Non-Disclosing Party shall not disclose any Tax Information disclosed hereunder except as is allowed in Section 1 above or (a) to the extent required by law to any government unit or agency which has the right to review the same, (b) to any individual or entity to the extent the Non-Disclosing Party is required to disclose such information pursuant to law or (c) if such information is or becomes available to the public by lawful means and in any way other than as a result of disclosure by the Non-Disclosing Party, its employees, agents or officers. The Non-Disclosing Party shall give the Disclosing Party prior written notice of any such disclosure. Notwithstanding such disclosure pursuant to (a), (b) or (c) above, the Non-Disclosing Party shall not have any right to use the Tax Information for other than the Purpose set forth herein.

4. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Non-Disclosing Party and the Disclosing Party have executed and delivered this Confidentiality Agreement effective as of November 1, 2012.

DISCLOSING PARTY:

THE CITY OF NORMAN, an Oklahoma municipal corporation

By: *Cindy Rosenthal*

Print Name: Cindy Rosenthal

Title: Mayor

Dated: November 13, 2012



NON-DISCLOSING PARTY:

PRA GOVERNMENT SERVICES, LLC, a Delaware limited liability company d/b/a RDS

By: *Kennon Walthall*

Print Name: Kennon Walthall

Title: COO/SVP of Operations

Dated: November 7, 2012

ATTEST:

Brenda Hall
City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY: *[Signature]* DATE: 11/14/12



City of Norman, OK

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

Master

File Number: **GID-1314-40**

File ID: GID-1314-40	Type: Authorization for Purchase	Status: Consent Item
Version: 1	Reference: Item No. 21	In Control: City Council
Department: Finance Department	Cost:	File Created: 10/02/2013
File Name: Authorization to Purchase- VoIP Project		Final Action:

Title: CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF EQUIPMENT FROM CHICKASAW TELECOM, AN AUTHORIZED VENDOR OF CISCO SYSTEMS, INC., AND PROJECT AGENT RESOLUTION R-1314-51 FOR THE CITY-WIDE VOICE-OVER INTERNET PROTOCOL PHONE SYSTEM PROJECT.

Notes: ACTION NEEDED: Motion to approve or reject authorization for the purchase of equipment from Chickasaw Telecome, an authorized vendor of Cisco Systems, Inc.; and, if approved, adopt Resolution No. R-1314-51.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 21

Attachments: R-1314-51

Project Manager: Kari Madden, Network Manager

Entered by: kathryn.walker@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File GID-1314-40

Body

BACKGROUND: The City of Norman's FYE 2014 budget included an item to implement a Citywide Voice-Over Internet Protocol (VoIP) phone system at the City's Municipal Complex and 27 remote facilities (recreation centers, fire stations, water and water reclamation facilities, etc.) over a three-year period. The VoIP phone system will replace the existing analog Private Branch Exchange (PBX) telephone and voice mail systems with digital systems that will be compatible with computer networking systems, enabling enhanced communications capabilities in the future. The approved budget amount for the project is \$795,000 to be paid out over 3 years, in payments of \$265,000 per year (subject to future budget appropriations). The project is being presented on a three (3) year, no interest lease proposal through De Lage Landen Public Finance, LLC. The Information Technology Division (IT) researched solutions, contacted other agencies employing similar equipment, and participated in on-site evaluations of the two leading vendors for this solution, Cisco Systems and Avaya.

DESCRIPTION: The City's present campus phone system is a PBX system that is 35 years old and does not have many of the capabilities of VoIP systems. The proposed VoIP system is a network-based solution that will standardize IT support requirements, as recommended in the recently-completed IT Simplification Assessment. The recommended Voice-Over Internet Protocol (VoIP) solution includes equipment purchases and vendor

installation of hardware and software, and training of IT staff to support the systems. The project also includes the replacement of all phones, necessary cabling, end-user training on the new phones, a three-year maintenance agreement, redundant file server capabilities, video and on-line conferencing capability, integrated electronic mail and voice mail capabilities, smartphone and/or mobile device synchronization capability, enhanced reporting capability, on-hold announcement, customer queuing and music capability, and other features. Some applications of the VoIP technology in use in other agencies or that have been discussed include video conference capabilities to support future video job applicant interviewing, remote briefings from headquarters to satellite locations for the Police and Fire Departments, remote training sessions, enhanced vendor conferencing and on-line training capabilities.

The full deployment of the VoIP telephone system will enable integrated ("4-digit") dialing capabilities for all City facilities, resulting in the reduction of the number of required telephone lines and significant savings in ongoing telephone costs. Initial savings of \$36,000 per year from remote site phone systems have already been identified. Additional analysis will be done as the project progresses and it is expected that further savings will be identified.

The fiscal year FYE 2013 Public Safety Sales Tax Fund budget included funding to renovate the Joe Smalley Center for City of Norman use as the Police and Fire Investigations Facility. This location is planned to be deployed with the VoIP system. During the installation of VoIP phone systems at Fire Station 9, it became evident that we will be required to implement the core servers for the VoIP project at the City campus before we can provide voice mail capability to the Police and Fire Investigations Facility or to Fire Station #9. This will be critical for operations at the Investigations Facility, and has created a priority to begin implementation of this project to prevent delays in occupying the new Investigations Facility.

The first phases of the VoIP phone system were installed as a part of the construction of Fire Station #9, which is currently operating as a stand-alone system until the file server support solution is operational. A base system for a remote office or small deployment and 15 phones were installed at Fire Station 9. Once the stand-alone system at Fire Station 9 is connected to the campus system, the Station will have voice mail, video and telephone conferencing capability, integrated dialing capability with all City of Norman facilities, as well as all other features afforded by the VoIP solution.

All of the recommended VoIP equipment and maintenance, as well as installation and professional services are available on State Contract ITSW1006C. The Norman City Code, Section 8-204.b(3) exempts purchases on approved state contract from competitive bidding requirements. Chickasaw Telecom, Inc. is approved under the above referenced state contract as a Cisco vendor and for installation and maintenance services. De Lage Landen Public Finance processes the lease for these services. Payments for the services included in this project will not commence until after the equipment has been purchased and installed by Chickasaw Telecom to the City's satisfaction. Additionally, the equipment will be protected by a three year maintenance agreement. This project has three related components: an authorization to purchase Cisco equipment from the reference State Contract; Resolution R-1314-51 granting tax-exempt status to Chickasaw Telecom for the purchase of equipment for this project; and Contract K-1314-63 with De Lage Landen Public Finance for the annual lease payments.

RECOMMENDATION: It is recommended that the City Council approve the authorization to purchase Cisco equipment from State Contract ITSW1006C; Resolution R-1314-51 granting tax-exempt status to Chickasaw Telecom, Inc. of Norman, Oklahoma; and Contract K-1314-63 with De Lage Landen Public Finance for lease payments. The contract in the amount of \$795,000 is proposed for approval, with the first payment of \$265,000 to be paid out of budgeted FYE 14 allocations, and future payments to be made subject to annual budget appropriations.

FYE 2014 funds for the project are available in the following Capital Fund accounts, with appropriate cost shares to be transferred and/or paid from the Police/Fire Investigations Facility and Fire Station projects:

Buildings and Grounds (account 050-9365-419.61-01; project BG0040): \$203,430

Smalley Center Renovations (account 050-9540-419.61-01; project EF1001): \$44,000

Fire Station No. 8, Construction (account 050-9377-419.61-01; project FT0002): \$ 11,200;

Fire Station No. 9, Construction (account 050-9377-419.61-01; project FT0003): \$6,370.

Resolution

R-1314-51

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING CHICKASAW TELECOM, INC., AS PROJECT AGENT FOR THE VOICE-OVER INTERNET PROTOCOL PHONE SYSTEM PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Chickasaw Telecom, Inc., for the Voice-Over Internet Protocol Phone System Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Chickasaw Telecom, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Chickasaw Telecom, Inc., to purchase materials which are in fact used for the Voice-Over Internet Protocol Phone System Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Chickasaw Telecom, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

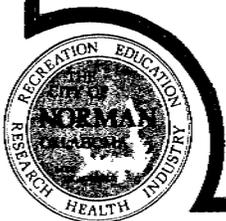
- § 4. That the City of Norman, Oklahoma, on the 8th day of October, 2013, did appoint Chickasaw Telecom, Inc., who is involved with the Voice-Over Internet Protocol Phone System Project for the City of Norman, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Voice-Over Internet Protocol Phone System Project for the City of Norman.

PASSED AND ADOPTED THIS 8th day of October, 2013.

Mayor

ATTEST:

City Clerk





City of Norman, OK

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

Master

File Number: K-1314-63

File ID: K-1314-63	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 22	In Control: City Council
Department: Finance Department	Cost: \$795,000.00	File Created: 09/26/2013
File Name: Voice Over Project	Final Action:	

Title: CONTRACT NO. K-1314-63: A FINANCING AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DE LAGE LANDEN PUBLIC FINANCE, L.L.C., IN THE AMOUNT OF \$265,000 PER YEAR TO PROVIDE FOR A PERIOD OF THREE YEARS FOR THE CITY OF NORMAN VOICE OVER INTERNET PROTOCOL PHONE SYSTEM PROJECT AND BUDGET TRANSFERS.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1314-63 with De Lage Landen Public Finance, L.L.C., in the amount of \$265,000 per year for a period of three years; and, if approved, authorize execution thereof and transfer \$44,000 from Project EF1001, Smalley Center Renovations (050-9540-419.61-01); \$11,200 from Project No. FT0002, Fire Station No. 8, Construction (050-9377-419.61-01); and \$6,370 from Project FT0003, Fire Station No. 9, Construction (050-9377-419.61-01) to Project No. BG0040, City Phone System Replacement, Construction (050-9365-419.61-01).

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 22

Attachments: Text File De Lage, K-1314-63

Project Manager: Kari Madden, Network Manager

Entered by: kari.madden@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1314-63

Body

BACKGROUND: The City of Norman's FYE 2014 budget included an item to implement a Citywide Voice-Over Internet Protocol (VoIP) phone system at the City's Municipal Complex and 27 remote facilities (recreation centers, fire stations, water and water reclamation facilities, etc.) over a three-year period. The VoIP phone system will replace the existing analog Private Branch Exchange (PBX) telephone and voice mail systems with digital systems that will be compatible with computer networking systems, enabling enhanced communications capabilities in the future. The approved budget amount for the project is \$795,000 to be paid out over 3 years, in payments of \$265,000 per year (subject to future budget appropriations). The project is being presented on

a three (3) year, no interest lease proposal through De Lage Landen Public Finance, LLC. The Information Technology Division (IT) researched solutions, contacted other agencies employing similar equipment, and participated in on-site evaluations of the two leading vendors for this solution, Cisco Systems and Avaya.

DESCRIPTION: The City's present campus phone system is a PBX system that is 35 years old and does not have many of the capabilities of VoIP systems. The proposed VoIP system is a network-based solution that will standardize IT support requirements, as recommended in the recently-completed IT Simplification Assessment. The recommended Voice-Over Internet Protocol (VoIP) solution includes equipment purchases and vendor installation of hardware and software, and training of IT staff to support the systems. The project also includes the replacement of all phones, necessary cabling, end-user training on the new phones, a three-year maintenance agreement, redundant file server capabilities, video and on-line conferencing capability, integrated electronic mail and voice mail capabilities, smartphone and/or mobile device synchronization capability, enhanced reporting capability, on-hold announcement, customer queuing and music capability, and other features. Some applications of the VoIP technology in use in other agencies or that have been discussed include video conference capabilities to support future video job applicant interviewing, remote briefings from headquarters to satellite locations for the Police and Fire Departments, remote training sessions, enhanced vendor conferencing and on-line training capabilities.

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All of the recommended VoIP equipment and maintenance, as well as installation and professional services are available on State Contract ITSW1006C. The Norman City Code, Section 8-204.b(3) exempts purchases on approved state contract from competitive bidding requirements. Chickasaw Telecom, Inc. is approved under the above referenced state contract as a Cisco vendor and for installation and maintenance services. De Lage Landen Public Finance processes the lease for these services. Payments for the services included in this project will not commence until after the equipment has been purchased and installed by Chickasaw Telecom to the City's satisfaction. Additionally, the equipment will be protected by a three year maintenance agreement. This project has three related components: an authorization to purchase Cisco equipment from the reference State Contract; Resolution No. R-1314-51 granting tax-exempt status to Chickasaw Telecom for the purchase of equipment for this project, and Contract No. K-1314-63 with De Lage Landen Public Finance for the lease payments.

RECOMMENDATION: It is recommended that the City Council approve the authorization to purchase Cisco equipment from State Contract ITSW1006C, Resolution No. R-1314-51 granting tax-exempt status to Chickasaw Telecom, Inc. of Norman, Oklahoma and Contract No. K-1314-63 for lease payments. The contract in the amount of \$795,000 is proposed for approval, with the first payment of \$265,000 to be paid out of budgeted FYE 14 allocations, and future payments to be made subject to annual budget appropriations.

FYE 2014 funds for the project are available in the following Capital Fund accounts, with appropriate cost shares to be transferred and/or paid from the Police/Fire Investigations Facility and Fire Station projects:

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Fire Station No. 8, Construction (account 050-9377-419.61-01; project FT0002): \$ 11,200;

Fire Station No. 9, Construction (account 050-9377-419.61-01; project FT0003): \$6,370.

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

Equipment Lease Purchase Agreement

DATED: December 1, 2013

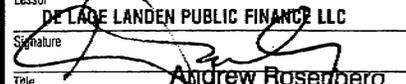
LESSEE	Full Legal Name THE CITY OF NORMAN, OKLAHOMA		Phone Number	
	DBA Name (if any)			
	Billing Address 201 W GRAY ST	City NORMAN	State OK	Zip 73069

EQUIPMENT INFORMATION	Quantity	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary) See Equipment Description Attached as Exhibit B
Equipment Location (if not same as above)		City	State	Zip

VENDOR	Vendor Name CHICKASAW TELECOM INC		RENTAL PAYMENTS Rental Payment Periods: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input checked="" type="checkbox"/> Annually Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.	
	Address 5 N MCCORMICK ST			
	City OKLAHOMA CITY	State OK		

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FOLLOWING PAGES, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE. IN WITNESS OF, Lessor and Lessee have caused this Agreement to be executed in their name by their duly authorized representatives as of the date written above.

LESSOR	Lessor DE LAGE LANDEN PUBLIC FINANCE LLC
	Signature 
	Title Andrew Rosenberg Director, Operations
	Lease Number PUB 12631

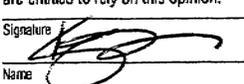
LESSEE SIGNATURE	Lessee THE CITY OF NORMAN, OKLAHOMA
	Signature
	Title Mayor
	(Seal)
	Attest Title City Clerk

(Terms and Conditions continued on the reverse side of this Agreement.)

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that the officer of Lessee who execute the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee.

SIGNATURE _____ TITLE City Clerk DATE _____

OPINION OF COUNSEL	As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.			
	Signature 	Date 10/2/13		
	Name	Phone Number		
	Address	City	State	Zip

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"**Code**" means the Internal Revenue Code of 1966, as amended.

"**Commencement Date**" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited by Lessor for that purpose with an escrow agent.

"**Equipment**" means the property described on the front of this Agreement, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"**Event of Default**" means an Event of Default described in Section 12.01.

"**Issuance Year**" is the calendar year in which the Commencement Date occurs.

"**Lease Term**" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"**Lessee**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Lessor**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Maximum Lease Term**" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"**Net Proceeds**" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"**Original Term**" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"**Payment Schedule**" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"**Purchase Price**" means the amount set forth on the Payment Schedule as the Purchase Price for the Equipment.

"**Renewal Terms**" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"**Rental Payment Period**" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"**State**" means the state in which Lessee is located.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended through-out by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement

or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has never failed to appropriately or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Equipment under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01, or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be

used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any

such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the then applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

Section 13.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

AMENDMENT TO EQUIPMENT LEASE/PURCHASE AGREEMENT

This Amendment to that certain Equipment Lease/Purchase Agreement (together with all Exhibits and this Amendment, the "Agreement") dated as of December 1, 2013, between De Lage Landen Public Finance LLC (together with its successors and assigns, "Lessor"), and The City of Norman, Oklahoma (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions are hereby made to the Agreement:

- 1. Article I, Section 1.01, the definition of "Commencement Date" is deleted and replaced in its entirety with the following:

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01.

- 2. Article II, Section 2.02 is deleted in its entirety.

- 3. Article V, Section 5.01 is deleted and replaced in its entirety with the following:

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall accept the Equipment at its own discretion, and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor, the date of which acceptance shall be the Commencement Date as specified in Section 1.01. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Except as specifically set forth in this Amendment, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: THE CITY OF NORMAN, OKLAHOMA

BY:  AUTHORIZED SIGNATURE

BY: X _____ AUTHORIZED SIGNATURE

BY: Andrew Rosenberg
DIRECTOR OF OPERATIONS

BY: Cindy Rosenthal, Mayor
PRINTED NAME AND TITLE

ADDRESS: _____

ADDRESS: Post Office Box 370

DATE: 9/27/13

Norman, OK 73070

DATE: _____

ATTEST: _____
Brenda Hall, City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY:  DATE: 10/2/13

EXHIBIT A

EQUIPMENT LEASE PURCHASE AGREEMENT

Payment Schedule

LESSOR: De Lage Landen Public Finance LLC LEASE NUMBER: PUB 12631
 LESSEE: THE CITY OF NORMAN, OKLAHOMA LEASE DATE: December 1, 2013

Rental Payment Number	Rental Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	12/01/2013	\$0.00	\$0.00	\$0.00	\$794,888.78	\$810,786.56
1	12/01/2013	\$264,962.92	\$0.00	\$264,962.92	\$529,925.86	\$540,524.38
2	12/01/2014	\$264,962.92	\$0.00	\$264,962.94	\$264,962.92	\$270,262.18
3	12/01/2015	\$264,962.92	\$0.00	\$264,962.92	\$0.00	\$0.00
Grand Totals		\$794,888.76		\$794,888.78	\$0.00	\$0.00

Sales tax of \$0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. The Lessor will make every reasonable effort to maintain the payment terms presented above, however certain of these terms may need to be revised prior to closing. The interest rate offer made by Lessor to Lessee is subject to indexation and may need to be adjusted in the event financial market conditions change. If any such revisions are deemed necessary by Lessor (in its sole discretion), it is understood and agreed that a revised version of the amortization schedule reflecting these changes will be executed prior to closing.

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$746,399.23 AND THAT SUCH AMOUNT, NET OF ANY ADVANCE PAYMENTS, IS THE ISSUE PRICE FOR FEDERAL INCOME TAX PURPOSES. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 6.643%. SUCH ISSUE PRICE AND YIELD WILL BE STATED IN THE APPLICABLE IRS FORM 8038-G.

The Equipment comprises acquisition and implementation of an integrated hardware and/or software system which may include the perpetual, nonexclusive, nontransferable license of software and capitalizable support functions customarily provided and essential for proper utilization of such a system.

Lessee Signature: _____ Date: _____

Print Name: Cindy Rosenthal Title: Mayor

De Lage Landen Public Finance LLC

- Check here if your billing or Equipment Location has changed or is incorrect.
Please note changes on the reverses side.
Payment sent without a copy of this invoice may be subject to a delay in processing.
- > Please do not send correspondence to this address.
- > Make check payable to:

De Lage Landen Public Finance LLC
REF# PUB 12631
LOCKBOX PO BOX 41602
PHILADELPHIA, PA 19101

INVOICE #: 07112013
 REFERENCE #: PUB 12631
 CUSTOMER #: _____
 DUE DATE: 12/01/2013
 TOTAL DUE: \$264,962.92

INVOICE

INVOICE DATE	INVOICE #	REFERENCE #	CUSTOMER
	07112013	PUB 12631	
P.O. NUMBER		EQUIPMENT DESCRIPTION	
		SEE BELOW	
EQUIPMENT LOCATION			

CUSTOMER SERVICE 800-935-9439

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
SEE EXHIBIT B	12/01/2013	264,962.92
TOTAL		\$264,962.92

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT.

11PFDDC193v1

EXHIBIT B

**EQUIPMENT LEASE PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: THE CITY OF NORMAN, OKLAHOMA

LEASE NUMBER: PUB 12831

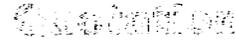
LEASE DATE: December 1, 2013

Quantity	Description/Serial No./Model No.	Location
See attached Chicksaw Telecom, Inc. Quote No. 13-06210830 Dated June 20, 2013. (pages 1-52)		

LESSEE SIGNATURE	Legal Name of Lessee <u>THE CITY OF NORMAN, OKLAHOMA</u>
	Signature _____ Date _____
	Print Name <u>Cindy Rosenthal</u> Title <u>Mayor</u>
	<small>(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)</small>

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____ Title _____
	Lease Number _____

10PFDOC170V2



Date: June 20, 2013
 Quotation #: 13-06210830
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Building Maintenance

Product	Product Description	Qty	Unit Price	Ext. Price	Customer Reference	Product Code	Product Name	Product Description
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L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1						
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1						
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1						
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1						
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1						
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1						
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Gov/Edu	6						
CON-ESW-STD/SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	6						
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	6						
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	6						
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	6						
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1						
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1						
L-GUCM-UWL	Unified Communications Manager UWL DLU Bundle	60						
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1						
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1						
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	6						
L-CUVA-UWL-RTU	CUVA UWL RTU	1						
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1						
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	6						
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	6						
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	6						
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1						
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	6						
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	6						
VG204XM	Cisco VG204XM Analog Voice Gateway	1						
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1						
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1						
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1						
PWR-30W-AC	Power Supply 30 Watt AC	1						
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE 2 x Dual Uplink IP Base	1						
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1						
PWR-CLP	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	1						

CON-SNT-VG204XM	SMARTNET 8X5XN8D Cisco VG204 Analog V	1						
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1						
CON-ESW-STD/SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	6						
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	6						
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	6						

NDP-CAB	CAT 5e Cable Run	6						
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Quotation

Date: June 20, 2013
 Quotation #: 13-06202034
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 945-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Tranfer Station

Item #	Description	Qty	Unit Price	Total Price
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	4		
CON-ESW-STDSDL	ESSENTIAL SW Unified Workspace Licensing STD 1 User	4		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	40		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	4		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	4		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	4		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	4		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	4		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	4		
VG204XM	Cisco VG204XM Analog Voice Gateway	1		
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1		
PWR-30W-AC	Power Supply 30 Watt AC	1		
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE 2 x Dual Uplink IP Base	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
PWR-CLP	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	1		
CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	1		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-STDSDL	ESSENTIAL SW Unified Workspace Licensing STD 1 User	4		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	4		
NDP-CAB	CAT 5e Cable Run	4		



Quotation

Date: June 20, 2013
Quotation #: 13-06202034
Customer #:

5 N. McCormick Street
Oklahoma City, OK 73127
Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:
Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number
E-mail Address Kari Madden

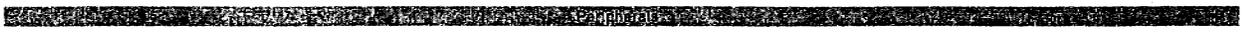
Quotation valid until: July 20, 2013
Prepared by: Aaron McIntyre
Payment Terms: Due upon receipt of goods

Special Comments: Eresponder

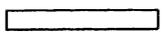


R-EMRGNCY-RSPNDR	EMRGNCY RSPNDR ESD	1
ER90-SW-LIC	EMRGNCY RSPNDR 90 SW LIC	2
ER90-SW-MED-K9	EMRGNCY RSPNDR 90 SW MEDIA	1
ER90-SW-NEW-K9	EMRGNCY RSPNDR 90 SW NEW	2
ER90-USR-10-NEW	EMRGNCY RSPNDR 90 USR LIC 10 PHNS NEW	70
UCSS-U-ER-3-10	UCSS Emergency Responder - 10 Users 3 Year Sub	70
ER90-USR-10	EMRGNCY RSPNDR 90 USR LIC 10 PHNS	70

CON-ESW-EMRGNCY	ESSENTIAL SW EMRGNCY RSPNDR	1
CON-ESW-ER90USR0	ESSENTIAL SW EMRGNCY RSPNDR 90 US	70



CTH-NST-LBR Freight, Shipping and Handling
Installation, Configuration and Training 20
THANK YOU FOR YOUR BUSINESS



Ship To Information:
Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number
E-mail Address Kari Madden

If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre
Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 1190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698

* Lead time is a Cisco estimate in business days plus shipping.
All Sales are final. No returns without Manufacturer's approval.



Quotation

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 945-1200 Fax (405) 945-9599

Date: June 20, 2013
 Quotation #: 13-06202034
 Customer #:

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
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 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Rec Center 4

Products	Description	Qty	Unit Price	Total Price	Part No.	Part Name	Part Desc
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L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1					
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1					
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1					
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1					
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1					
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	4					
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4					
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4					
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L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1					
L-CUVA-UWL-RTU	CUVA UWL RTU	1					
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	4					
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	4					
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1					
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	4					
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1					
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	4					
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1					
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	4					
WS-C2960C-8PC-L	Catalyst 2960C Switch 8 FE PoE 2 x Dual Uplink Lan Base	1					
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1					
VG204XM	Cisco VG204XM Analog Voice Gateway	1					
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1					
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1					
PWR-30W-AC	Power Supply 30 Watt AC	1					
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1					

CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	1					
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1					
CON-ESW-STDLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	4					
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4					
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	4					

NDP-CAB	CAT 5e Cable Run	4					
---------	------------------	---	--	--	--	--	--

CTH-INST-LBR
 Freight, Shipping and Handling
 Installation, Configuration and Training
THANK YOU FOR YOUR BUSINESS

Ship To Information:

Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number

E-mail Address Kari Madden

** Lead time is a Cisco estimate in business days plus shipping.
All Sales are final. No returns without Manufacturer's approval.*

If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre
Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 1190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698



Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Rec Center 3

Part No.	Description	Qty	Unit Price	Total Price
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	4		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	40		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	4		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	4		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	4		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	4		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	4		
WS-C2960C-8PC-L	Catalyst 2960C Switch 8 FE PoE 2 x Dual Uplink Lan Base	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
VG204XM	Cisco VG204XM Analog Voice Gateway	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1		
PWR-30W-AC	Power Supply 30 Watt AC	1		
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1		
CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	1		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-STDLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	4		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	4		
NDP-CAB	CAT 5e Cable Run	4		
CTH-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training	8		

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Ship To Information:

Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number

E-mail Address Kari Madden

**Lead time is a Cisco estimate in business days plus shipping.
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If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre
Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 1190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698



Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:
 Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-365-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Rec Center 2

Product	Description	Quantity	Unit Price	Total Price
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L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	4		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	40		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	4		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	4		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	4		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	4		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	4		
WS-C2960C-8PC-L	Catalyst 2960C Switch 8 FE PoE 2 x Dual Uplink Lan Base	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
VG204XM	Cisco VG204XM Analog Voice Gateway	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1		
PWR-30W-AC	Power Supply 30 Watt AC	1		
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1		

Product	Description	Quantity	Unit Price	Total Price
CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	1		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	4		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	4		

NDP-CAB	CAT 5e Cable Run	4		
---------	------------------	---	--	--

CTH-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training THANK YOU FOR YOUR BUSINESS	8		
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Ship To Information:

Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number

E-mail Address Kari Madden

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Account Manager: Aaron McIntyre
Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 11190
ONEnet Contract # C070015
OSF # ITS01006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698



CONFIDENTIAL

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Westwood Golf

Product	Description	Qty	Unit Price	Total Price
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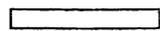
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	7		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment Is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	64		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	7		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	7		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	7		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	7		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	7		
WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W 4 x SFP LAN Base	1		
CAB-16AWG-AC	AC Power cord 16AWG	1		
PWR-CLIP	Power retainer clip for compact switches	1		
VG204XM	Cisco VG204XM Analog Voice Gateway	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1		
PWR-30W-AC	Power Supply 30 Watt AC	1		
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1		

CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	1		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	7		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	7		

NDP-CAB	CAT 5e Cable Run	7		
---------	------------------	---	--	--

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 Installation, Configuration and Training 8

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Ship To Information:

Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number
E-mail Address Kari Madden

If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre Email: amcintyre@chickasawtel.com Direct Telephone #: 1-405-946-1200 Fax #: 1-405-943-2341 Oklahoma State License # 1190 ONEnet Contract # C070015 OSF # ITSW1006 Federal Identification #: 73-1354410 Service Provider ID (SPIN) #: 143028698
--

**Lead time is a Cisco estimate in business days plus shipping.
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5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari Madden

Special Comments: Water Transfer

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Product	Product Description	Qty	Unit Price	Total Price	Unit of Measure	Part Number	Manufacturer
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1					
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4					
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4					
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1					
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1					
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1					
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1					
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	15					
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1					
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1					
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	128					
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1					
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1					
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	15					
L-CUVA-UWL-RTU	CUVA UWL RTU	1					
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1					
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	15					
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	15					
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1					
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	15					
CP-8941-K9#	Cisco Unified Phone 8941 Phantom Grey Standard Handset	15					
WS-C2960S-48FPS-L	Catalyst 2960S 48 GgE PoE 740W 4 x SFP LAN Base	1					
CAB-16AWG-AC	AC Power cord 16AWG	1					
PWR-CLIP	Power retainer clip for compact switches	1					
CISCO2901-V/K9	Cisco 2901 UC Bundle PVD3-16 UC License PAK	1					
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1					
FL-SRST	Cisco Survivable Remote Site Telephony License	1					
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1					
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1					
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DiD	1					
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1					
PWR-2901-AC	Cisco 2901 AC Power Supply	1					
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1					
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	1					
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1					
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1					
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1					
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1					
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1					
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1					
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1					
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4					
CON-ESW-STDLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	15					
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	15					

NDP-CAB CAT 5e Cable Run 15

CTH-INST-LBR Freight, Shipping and Handling
Installation, Configuration and Training 11
THANK YOU FOR YOUR BUSINESS



Ship To Information:

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Contact Name Kari Madden
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Telephone Number 1-405-366-5361
Fax Number
E-mail Address Kari Madden

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Fax #: 1-405-943-2341
Oklahoma State License # 1190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698

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5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 945-1200 Fax (405) 945-9599

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Waste Water

Product	Description	Qty	Unit Price	Total Price
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	20		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	168		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	20		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	20		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	20		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	20		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	20		
CISCO2901-VK9	Cisco 2901 UC Bundle PVDM3-16 UC License PAK	1		
FL-SRST	Cisco Survivable Remote Site Telephony License	1		
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seal ilicense	1		
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1		
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1		
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1		
PWR-2901-AC	Cisco 2901 AC Power Supply	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	1		
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1		
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1		
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1		
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1		
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1		
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1		
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-STDLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	20		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	20		
NDP-CAB	CAT 5e Cable Run	20		



Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: UCS Blades

Product	Description	Qty	Unit Price	Total Price	Part Number	Manufacturer
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UCSB-B200-M3-U

UCSB-B200-M3-U	UCS B200 M3 Blade Server w/o CPU mem HDD mLOM/mezz	2				
CON-SNTP-B200M3-U	SMARTNET 24X7X4 UCS B200 M3 Blade Se	2				
UCS-CPU-E5-2680	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	4				
UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	16				
UCSB-MLOM-40G-01	Cisco UCS VIC 1240 modular LOM for M3 blade servers	2				
N20-BBLKD	UCS 2.5 inch HDD blanking panel	4				
UCSB-HS-01-EP	CPU Heat Sink for UCS B200 M3 and B420 M3	4				

CON-SNTP-B200M3-U

CON-SNTP-B200M3-U	SMARTNET 24X7X4 UCS B200 M3 Blade Se	2				
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CTI-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training	16				
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THANK YOU FOR YOUR BUSINESS

Ship To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari Madden

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Account Manager: Aaron McIntyre
 Email: amcintyre@chickasawtel.com
 Direct Telephone #: 1-405-946-1200
 Fax #: 1-405-943-2341
 Oklahoma State License # 1190
 ONEnet Contract # C070015
 OSF # ITSW1006
 Federal Identification #: 73-1354410
 Service Provider ID (SPIN) #: 143026698



Confidential

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-365-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: PD Range

Product	Quantity	Unit Price	Total Price	Part Number	Description	Customer Reference
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Equipment

L-CUWL-ADDON-STDK9	1				Unified Workspace Licensing - Top Level for STD	
L-CUP-ONPREM-OPT	1				Included Cisco Unified Presence On Premise	
L-CUP-86-UWLA	1				Cisco Unified Presence Add-On 8.6 for CUWL only	
L-JAB9-DSK-UWL	1				Jabber for Desktop 9.x for CUWL Only	
L-CUVA-CLIENT-UWL	1				Unified Video Advantage Client for CUWL only	
L-LIC-UWL-STD-SLED	7				Unified Workspace Licensing STD 1 User Govt/Edu	
L-ANLG-DEV-UWL	4				Analog non-app device add-on for UWL	
UCSS-U-ANLG-3-1	4				UCSS for Analog Devices - 1 user 3 Year Sub	
L-UNITYCN8-UWLA	1				Unity Connection 8.0 for CUWL Addon only	
L-EXST-DEP-UNDER1K	1				Total Deployment is Under 1000 users	
L-CUCM-UWL	64				Unified Communications Manager UWL DLU Bundle	
L-CUCM-UWL-PAK	1				Unified Communications Manager UWL PAK	
L-CUVA-UWL-RTU	1				CUVA UWL RTU	
L-LIC-UWL-S-SLED-A	7				Services Mapping SKU Under 1K UWL STD users	
UCSS-U-UWL-STD-3-1	7				Cisco UWL STD UCSS - 1 user 3 Year Sub	
L-UNCN8-UWLA-PAK	1				Unity Connection 8.x Addon PAK for CUWL	
L-UNITYCN8-UWL-USR	7				Unity Connection 8.x Users	
L-CUP-86-UWLA-PAK	1				Unified Presence 8.6 PAK	
L-CUP-86-UWLA-USR	7				Unified Presence 8.6 Users	
L-JAB9-DSK-UWL-RTU	1				Jabber for Desktop Right to Use Certificate	
CP-8941-K9=	8				Cisco Unified Phone 8941 Phantom Grey Standard Handset	
CP-PWR-CUBE-3=	8				IP Phone power transformer for the 7900 phone series	
CP-PWR-CORD-NA=	8				7900 Series Transformer Power Cord North America	
VG204XM	1				Cisco VG204XM Analog Voice Gateway	
SVG2XIPV-15302T	1				Cisco VG20X Series IOS IP VOICE	
CAB-AC	1				AC Power Cord (North America) C 13 NEMA 5-15P 2.1m	
CAB-ETH-S-RJ45	1				Yellow Cable for Ethernet Straight-through RJ-45 6 feet	
PWR-30W-AC	1				Power Supply 30 Watt AC	

Smartnet Services

CON-ESW-LCUWLADD	1				ESSENTIAL SW Unified Workspace Licensing - Top Level	
CON-ESW-DEVUWL	4				ESSENTIAL SW Analog non-app device add-on for UWL	
CON-ESW-STD-SLED	8				ESSENTIAL SW Unified Workspace Licensing STD 1 User	
CON-ESW-SSLEDA	8				ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	
CON-SNT-VG204XM	1				SMARTNET 8X5XNBD Cisco VG204 Analog V	

Repairs

NDP-CAB	8				CAT 5e Cable Run	
---------	---	--	--	--	------------------	--

CTH-INST-LBR 8
 Freight, Shipping and Handling
 Installation, Configuration and Training
THANK YOU FOR YOUR BUSINESS

Ship To Information:

Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
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Oklahoma State License # 1190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698



Quotation #

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Streets

Product	Description	Qty	Unit Price	Total Price	Customer	Unit of Measure	Comments
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Equipment - S/W

L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1					
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4					
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4					
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1					
L-EXST-DEP-UNDER1K	Total Deployment Is Under 1000 users	1					
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	184					
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1					
L-CUVA-UWL-RTU	CUVA UWL RTU	1					
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	22					
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	22					
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1					
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	22					
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1					
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1					
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1					
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1					
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Gov/Wedu	22					
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1					
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	22					
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1					
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	22					
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W 4 x SFP LAN Base	1					
CAB-16AWG-AC	AC Power cord 16AWG	1					
PWR-CLIP	Power retainer clip for compact switches	1					
WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W 4 x SFP LAN Base	1					
CAB-16AWG-AC	AC Power cord 16AWG	1					
PWR-CLIP	Power retainer clip for compact switches	1					
C2901-CME-SRST/K9	2901 UC Bundle w/ PVDM3-16 FL-CME-SRST-25 UC License PA	1					
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1					
FL-SRST	Cisco Survivable Remote Site Telephony License	1					
VIC3-4FXO	Four-port Voice Interface Card - FXO (Universal)	1					
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1					
PVDM3-16	16-channel high-density voice and video DSP module	1					
PWR-2901-AC	Cisco 2901 AC Power Supply	1					
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1					
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1					
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1					
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1					
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1					
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1					
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1					
PVDM3-16	16-channel high-density voice and video DSP module	1					

CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1					
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4					
CON-ESW-STDLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	22					
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	22					

CON-SNT-2901CMST SMARTNET 8X5XNBD 2901 Voice Bundle w/ UC License PAK 1

NDP-CAB CAT 5e Cable Run 22

CT-INST-LBR Freight, Shipping and Handling
Installation, Configuration and Training 18
THANK YOU FOR YOUR BUSINESS

Ship To Information:

Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number
E-mail Address Kari Madden

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Email: amcintyre@chickasawtel.com
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OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698

**Lead time is a Cisco estimate in business days plus shipping.
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Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Karl Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Karl Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McInlyre
 Payment Terms: Due upon receipt of goods

Special Comments: Smalley

Product	Description	Qty	Unit Price	Customer Price	Discount	Material Reference
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Smartnet Services						
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L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1				
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1				
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1				
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1				
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1				
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	60				
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4				
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4				
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1				
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1				
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	488				
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1				
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1				
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	60				
L-CUVA-UWL-RTU	CUVA UWL RTU	1				
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1				
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	60				
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	60				
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1				
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	60				
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	60				
VG204XM	Cisco VG204XM Analog Voice Gateway	1				
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1				
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1				
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1				
PWR-30W-AC	Power Supply 30 Watt AC	1				

Smartnet Services						
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CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1				
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4				
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	20				
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	20				
CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	1				

NDP-CAB	CAT 5e Cable Run	60				
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CTH-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training	18				
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THANK YOU FOR YOUR BUSINESS

Ship To Information:

Customer Name City of Norman
 Contact Name Karl Madden
 Street Address 201 W. Gray

If you have a project deadline please let us know when you place the order.

City, State & Zip Code Norman, OK 7306
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 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7305
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Rec Center 1

Products

Hardware/Software

L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Gov/Edu	4
CON-ESW-STDLSLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	4
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	40
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1
L-CUVA-UWL-RTU	CUVA UWL RTU	1
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	4
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	4
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	4
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	4
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	4
WS-C2960C-8PC-L	Catalyst 2960C Switch 8 FE PoE 2 x Dual Uplink Lan Base	1
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1
VG204XM	Cisco VG204XM Analog Voice Gateway	1
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1
PWR-30W-AC	Power Supply 30 Watt AC	1

Shipping/Service

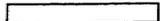
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4
CON-ESW-STDLSLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	4
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	4
CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	1

Material

NDP-CAB	CAT 5e Cable Run	4
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CTI-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training	8
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 Fax Number
 E-mail Address Karl Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Parks Maintenance

Part Number	Description	Quantity	Unit Price	Total Price
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L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	3		
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	3		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment Is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	32		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	3		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	3		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	3		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	3		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	3		
WS-C2960C-8PC-L	Catalyst 2960C Switch 8 FE PoE 2 x Dual Uplink Lan Base	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
VG204XM	Cisco VG204XM Analog Voice Gateway	1		
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1		
PWR-30W-AC	Power Supply 30 Watt AC	1		

CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	20		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	20		
CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	1		

NDP-CAB	CAT 5e Cable Run	3		
---------	------------------	---	--	--

CTI-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training	18		
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Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 1190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698



Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Karl Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Karl.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: OPS Center

Product	Description	Qty	Unit Price	Total Price	Material	Quantity	Unit Price	Total Price
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L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1						
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1						
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1						
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1						
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1						
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	20						
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4						
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4						
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1						
L-EXST-DEP-UNDER1K	Total Deployment Is Under 1000 users	1						
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	168						
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1						
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1						
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	20						
L-CUVA-UWL-RTU	CUVA UWL RTU	1						
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1						
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	20						
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	20						
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1						
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	20						
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	20						
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W 4 x SFP LAN Base	1						
CAB-16AWG-AC	AC Power cord 16AWG	1						
PWR-CLIP	Power retainer clip for compact switches	1						
VG204XM	Cisco VG204XM Analog Voice Gateway	1						
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1						
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1						
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ45 6 feet	1						
PWR-30W-AC	Power Supply 30 Watt AC	1						

CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1						
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4						
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	20						
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	20						
CON-SNT-VG204XM	SMARTNET 6X5XNBD Cisco VG204 Analog V	3						

NDP-CAB	CAT 5e Cable Run	20						
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CTH-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training	19						
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Ship To Information:

Customer Name City of Norman
Contact Name Karl Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number

E-mail Address Karl Madden

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Account Manager: Aaron McIntyre Email: amcintyre@chickasawtel.com Direct Telephone #: 1-405-946-1200 Fax #: 1-405-943-2341 Oklahoma State License # 11190 ONEnet Contract # C070015 OSF # ITSW1006 Federal Identification #: 73-1354410 Service Provider ID (SPIN) #: 143028698



Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
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 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

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 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: North Base

Product	Description	Qty	Unit Price	Total Price	Remarks
---------	-------------	-----	------------	-------------	---------

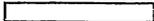
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1			
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1			
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1			
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	45			
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1			
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1			
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1			
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1			
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Gov/Edu	45			
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	45			
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	16			
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	16			
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	16			
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1			
L-EXST-DEP-UNDER1K	Total Deployment Is Under 1000 users	1			
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	392			
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1			
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1			
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	45			
L-CUVA-UWL-RTU	CUVA UWL RTU	1			
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1			
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	45			
CON-ESW-S-SLED-A	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	45			
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	45			
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	45			
WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W 4 x SFP LAN Base	2			
CAB-16AWG-AC	AC Power cord 16AWG	2			
PWR-CLIP	Power retainer clip for compact switches	2			
CISCO2901-VK9	Cisco 2901 UC Bundle PVD3-16 UC License PAK	1			
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1			
FL-SRST	Cisco Survivable Remote Site Telephony License	1			
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1			
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1			
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1			
PVD3-16U32	PVD3 16-channel to 32-channel factory upgrade	1			
PWR-2901-AC	Cisco 2901 AC Power Supply	1			
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1			
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	1			
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1			
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1			
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1			
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1			
MEM-CF-256MB	256MB Compact Flash for Cisco 1800 2900 3900 ISR	1			
VG204XM	Cisco VG204XM Analog Voice Gateway	3			
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	3			
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	3			
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	3			
PWR-30W-AC	Power Supply 30 Watt AC	3			

Essential Services		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	16
CON-ESW-STDLSLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	45
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	45
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1
CON-SNT-2960S2PS	SMARTNET 8X5XNBD Catalyst 2960S Stack	2
CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	3

Essential Services		
NDP-CAB	CAT 5e Cable Run	45

CTI-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training	34
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THANK YOU FOR YOUR BUSINESS



Ship To Information:

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 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
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 Oklahoma State License # 1190
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 OSF # ITSW1006
 Federal Identification #: 73-1354410
 Service Provider ID (SPIN) #: 143028698



06/20/2013

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
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 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: FS8

Part	Description	Quantity	Unit Price	Total Price
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Equipment - Standard

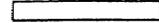
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment Is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	168		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Gov/Edu	8		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	5		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	8		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	7		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	8		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	8		
CISCO2901-V/K9	Cisco 2901 UC Bundle PVD3-16 UC License PAK	1		
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1		
FL-SRST	Cisco Survivable Remote Site Telephony License	1		
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1		
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1		
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1		
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1		
PWR-2901-AC	Cisco 2901 AC Power Supply	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	1		
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1		
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1		
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1		
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1		
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1		

CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	8		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	8		
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1		

NDP-CAB	CAT 5e Cable Run	8		
---------	------------------	---	--	--

CTI-INST-LBR Freight, Shipping and Handling
 Installation, Configuration and Training
 THANK YOU FOR YOUR BUSINESS

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Ship To Information:

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Contact Name Kari Madden
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City, State & Zip Code Norman, OK 7306
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Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: FS7

Product	Description	Qty	Unit Price	Total Price
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	168		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	20		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	20		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	20		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	20		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	20		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	20		
CISCO2901-V/K9	Cisco 2901 UC Bundle PVD3-16 UC License PAK	1		
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1		
FL-SRST	Cisco Survivable Remote Site Telephony License	1		
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1		
VIC2-4FXD	Four-port Voice Interface Card - FXO (Universal)	1		
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1		
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1		
PWR-2901-AC	Cisco 2901 AC Power Supply	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	1		
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1		
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1		
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1		
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1		
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	20		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	20		
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1		
NDP-CAB	CAT 5e Cable Run	20		

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 Payment Terms: Due upon receipt of goods

Special Comments: FS6

Product	Product Description	Qty	Unit	Price	Total Price	Extended Price
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Equipment

L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1				
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1				
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1				
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	64				
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1				
L-CUVA-UWL-RTU	CUVA UWL RTU	1				
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	7				
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	7				
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1				
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	7				
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1				
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	7				
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1				
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4				
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4				
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L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	7				
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	7				
CISCO2901-V/K9	Cisco 2901 UC Bundle PVD3-16 UC License PAK	1				
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1				
FL-SRST	Cisco Survivable Remote Site Telephony License	1				
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1				
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1				
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1				
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1				
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CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1				
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	1				
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1				
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1				
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1				
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1				
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR					

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CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	4				
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	1				
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	1				
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1				
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4				
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	7				

NDP-CAB	CAT 5e Cable Run	7				
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CT-INST-LBR Freight, Shipping and Handling
 Installation, Configuration and Training
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8



Ship To Information:
Customer Name City of Norman
Contact Name Karl Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number

E-mail Address Karl Madden

If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre
Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 11190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification # : 73-1354410
Service Provider ID (SPIN) # : 143028698

** Lead time is a Cisco estimate in business days plus shipping.
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5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Karl Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Karl.Madden

Special Comments: FS5

Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Part Number	Description	Quantity	Unit Price	Total Price
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	64		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	7		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	7		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	7		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	7		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	7		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	7		
CISCO2901-VK9	Cisco 2901 UC Bundle PVD3-16 UC License PAK	1		
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1		
FL-SRST	Cisco Survivable Remote Site Telephony License	1		
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1		
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1		
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1		
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1		
PWR-2901-AC	Cisco 2901 AC Power Supply	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	1		
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1		
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1		
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1		
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1		
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-STD1SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	4		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	1		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	1		
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	7		
NDP-CAB	CAT 5e Cable Run	7		

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Ship To Information:

Customer Name City of Norman
Contact Name Karl Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number

E-mail Address Karl Madden

If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre
Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 1190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification # : 73-1354410
Service Provider ID (SPIN) #: 143028698

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Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Fire Administration

Product	Description	Qty	Unit Price	Total Price	Part No	Part Name	Part Desc	Part Price	Part Qty	Part Total
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Product	Description	Qty	Unit Price	Total Price	Part No	Part Name	Part Desc	Part Price	Part Qty	Part Total
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L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1								
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1								
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1								
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1								
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	10								
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	4								
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	1								
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	88								
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1								
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1								
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	10								
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	10								
L-CUVA-UWL-RTU	CUVA UWL RTU	1								
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	10								
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	10								
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1								
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users									
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	10								
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users									
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1								

CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	10								
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WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W 4 x SFP LAN Base	1								
CAB-16AWG-AC	AC Power cord 16AWG	1								
PWR-CLIP	Power retainer clip for compact switches	1								

C2901-CME-SRST/K9	2901 UC Bundle w/ PVDM3-16 FL-CME-SRST-25 UC License PA	1								
PVDM3-16	16-channel high-density voice and video DSP module	1								
PWR-2901-AC	Cisco 2901 AC Power Supply	1								
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1								
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1								
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1								
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1								
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1								
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1								
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1								
PVDM3-16	16-channel high-density voice and video DSP module	1								
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1								
FL-SRST	Cisco Survivable Remote Site Telephony License	1								
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1								
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1								

CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	3								
CON-ESW-STDLSLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	12								
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	3								
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	3								
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	10								
CON-SNT-2901CMST	SMARTNET 8X5XNBD 2901 Voice Bundle w/ UC License PAK	1								

NDP-CAB	CAT 5e Cable Run	10
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CTI-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training THANK YOU FOR YOUR BUSINESS	12
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Ship To Information:
Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
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E-mail Address Kari Madden

If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre
Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 1190
ONENet Contract # C070015
OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698

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Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Karl Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Karl.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Animal Control

Product	Description	Qty	Unit Price	Total Price
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1		
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1		
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1		
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Gov/Edu	10		
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1		
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	88		
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	10		
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	10		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	10		
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1		
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	10		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	10		
VG204XM	Cisco VG204XM Analog Voice Gateway	1		
SVG2XIPV-15302T	Cisco VG20X Series IOS IP VOICE	1		
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ETH-S-RJ45	Yellow Cable for Ethernet Straight-through RJ-45 6 feet	1		
PWR-30W-AC	Power Supply 30 Watt AC	1		
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	3		
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	10		
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4		
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	10		
CON-SNT-VG204XM	SMARTNET 8X5XNBD Cisco VG204 Analog V	1		
NDP-CAB	CAT 5e Cable Run	10		
CTI-INST-LBR	Freight, Shipping and Handling Installation, Configuration and Training	13		

THANK YOU FOR YOUR BUSINESS

Ship To Information:

Customer Name City of Norman

Contact Name Karl Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number

E-mail Address Karl Madden

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Oklahoma State License # 1190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028898



Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

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 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5381
 Fax Number
 E-mail Address Kari Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: Main Site

Product	Description	Qty	Unit Price	Total Price	Part Number	Manufacturer
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L-CUWL-ADD-PRO-K9	Unified Workspace Licensing - Top Level for PRO	1				
L-WXSS-UWL-OP	WebEx Social Server Add-On Option	1				
L-CUP9-ONPREM-OPT	Included Cisco Unified Presence On Premise	1				
L-WBXMTSVR1-UWLA	Webex Meeting Server 1.x Add-on	1				
L-ADD-UWL-PRO-SLED	New CUWL Professional Edition Usr SLED/Govt/Edu Only 1 Usr	50				
L-ADR-USR-LIC-UWL	Cisco Jabber for Mobile for Android	1				
L-CUCICON-CLNT-UWL	Cisco Unified Comm Integration for WebEx Connect - CUWL only	1				
L-JAB8MAC-CLNT-UWL	Jabber for Mac 8.x for CUWL Only	1				
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1				
L-JAB9-IPAD-UWL	Cisco Jabber for iPad	1				
L-VOIP-IPH-UWL	Cisco Mobile Voice Client for iPhone	1				
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1				
L-EXST-DEP-1KTO10K	Total Deployment Is between 1000 and 10000 users	1				
L-ADR-UWL-RTU	Cisco Jabber for Mobile Android RTU	1				
L-CCX-90-S-ST1-UWL	CCX 9.0 STD Add-on Seal Qty 1 (agent or supervisor) for UWL	1				
L-CCX-90-S-UWL-PAK	CCX 9.0 STD PAK for UWL	1				
L-CUCICONN-UWL-RTU	UC Integrations for WebEx Connect Right to Use Certificate	1				
L-CUVA-UWL-RTU	CUVA UWL RTU	1				
L-IPAD-UWL-RTU	Jabber for iPad Right to Use Certificate	1				
L-JAB8-MAC-UWL-RTU	Jabber for Mac Right to Use	1				
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1				
L-LIC-UWL-P-SLED-B	Services Mapping SKU 1K-10K UWL PRO users	50				
UCSS-U-UWL-PRO-3-1	Cisco UWL PRO UCSS - 1 user 3 Year Sub	50				
L-UCM-9X-UWL-PRO	UC Manager 9.x CUWL PRO Users	50				
L-UCXN-9X-UWL-PRO	Unity Connection 9.x CUWL PRO Users	50				
L-UWL-PRO-PAK	CUWL PRO 9.x PAK	1				
L-VOIP-IPH-UWL-RTU	Cisco Mobile Voice RTU	1				
L-WBX-MC1-P-UWL	WebEx MC/MTGS Ports Included In CUWL (1 Year Term)	3				
L-WBXMTSVR1-UWLUSR	WebEx Meeting Server 1.x Users	50				
L-WBXS-OP-UWL-RTU	WebEx Social Server RTU	1				
L-WXSS-UWL-USR	WebEx Social Server Users	50				
L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1				
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1				
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1				
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1				
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1				
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	500				
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	96				
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	96				
L-PUB-IP-DEV-UWL	Public Space non-app phone add-on for UWL	20				
UCSS-U-PUB-3-1	UCSS for Public Space Devices - 1 user 3 Year Sub	20				
L-UNITYCNB-UWLA	Unity Connection 8.0 for CUWL Addon only	1				
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1				
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	4292				
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1				
L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK	1				
L-CUP-86-UWLA-USR	Unified Presence 8.6 Users	500				
L-CUVA-UWL-RTU	CUVA UWL RTU	1				
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1				
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	500				
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	500				
L-UNCNB-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1				

L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	500
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	450
CP-6921-C-K9=	Cisco UC Phone 6921 Charcoal Standard Handset	5
CP-7937G=	Cisco UC Conference Station 7937 Global	15
CISCO2921-V/K9	Cisco 2921 UC Bundle PVDM3-32 UC License PAK	2
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	2
VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	2
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	2
PVDM3-64	64-channel high-density voice and video DSP module	2
PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	2
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	2
RPS-ADPTR-2921-51	Cisco 2921/2951 RPS Adapter for use with External RPS	2
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	2
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	2
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	2
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	2
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	2
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	2
PVDM3-32	32-channel high-density voice and video DSP module	2
PWR-RPS2300	Cisco Redundant Power System 2300 and Blower No Power Supp	2
CAB-RPS2300-E	RPS Cable for Cat 3K-E 2950 PoE Switches and ISR G2 Routers	2
BLNK-RPS2300	Bay Insert for Cisco Redundant Power System 2300	2
C3K-PWR-750WAC	Catalyst 3750-E / 3560-E 750WAC power supply	2
CAB-L620P-C13-US	Power Cord 250VAC 15A NEMA L6-20 to C13 US	2
L-CUACE9X-U-AC=	Cisco Unified Att Console Enterprise Upg to 9.x - eDelivery	3
VG224-4PACK	4 Pack of VG224 High Density Analog Gateway	1
VG224-MP	VG224 for MultiPack	4
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4
SVGVG-12424T	Cisco VG200 Series IP SUBSET/VOICE	4
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	4
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	4
CP-8945-K9=	Cisco Unified Phone 8945 Phantom Grey Standard Handset	30

CON-ESW-LCUWLAPR	ESSENTIAL SW Unified Workspace LI	3
CON-ESW-PSLEDB	ESSENTIAL SW Services Mapping SKU 1K-10K UWL PRO use	150
CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	3
CON-ESW-STDSDLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	500
CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	96
CON-ESW-IPDEVUWL	ESSENTIAL SW Public Space non-app phone add-on for UWL	60
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	500
CON-SNTP-2921V	SMARTNET 24X7X4 Cisco 2921 Voice Bundle	2
CON-ESW-CUACE9XU	ESSENTIAL SW Cisco Unified Att Co	9
CON-SNTE-VG224-MP	SMARTNET 8X5X4 VG224 for MultiPack	1

CTI-INST-LBR Freight, Shipping and Handling
 Installation, Configuration and Training 190
THANK YOU FOR YOUR BUSINESS

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 City, State & Zip Code Norman, OK 7306
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 E-mail Address Kari Madden

If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre Email: amcintyre@chickasawtel.com Direct Telephone #: 1-405-946-1200 Fax #: 1-405-943-2341 Oklahoma State License # 1190 ONEnet Contract # C070015 OSF # ITSW1008 Federal Identification #: 73-1354410 Service Provider ID (SPIN) #: 143028698
--

** Lead time is a Cisco estimate in business days plus shipping.
 All Sales are final. No returns without Manufacturer's approval.*



Quotation

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: FS3

Product	Description	Qty	Unit Price	Total Price	Part No	Part Desc	Part Price
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Standard Software

L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1					
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1					
L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only	1					
L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1					
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1					
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	5					
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4					
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4					
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1					
L-EXST-DEP-UNDER1K	Total Deployment is Under 1000 users	1					
L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle	48					
L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1					
L-CUVA-UWL-RTU	CUVA UWL RTU	1					
L-LIC-UWL-S-SLED-A	Services Mapping SKU Under 1K UWL STD users	5					
UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	5					
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1					
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CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	5					
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CISCO2901-VK9	Cisco 2901 UC Bundle PVD3-16 UC License PAK	1					
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1					
FL-SRST	Cisco Survivable Remote Site Telephony License	1					
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1					
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1					
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1					
PVD3-16U32	PVD3 16-channel to 32-channel factory upgrade	1					
PWR-2901-AC	Cisco 2901 AC Power Supply	1					
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1					
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	1					
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1					
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1					
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1					
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1					
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1					

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CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	4					
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	5					
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1					

Hardware

NDP-CAB	CAT 5e Cable Run	5					
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CTI-INST-LBR Freight, Shipping and Handling
 Installation, Configuration and Training
 THANK YOU FOR YOUR BUSINESS

8



Ship To Information:

Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-365-5361
Fax Number

E-mail Address Kari Madden

If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre
Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 11190
ONEnet Contract # C070015
OSF # ITSW1008
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698

**Lead time is a Cisco estimate in business days plus shipping.
All Sales are final. No returns without Manufacturer's approval.*

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for De Lage Landen Public Finance LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: City of Norman
 Billing Address: P.O. Box 370
Norman, OK 73070
 Attention: Kari Madden
(Name of individual who will process payments)
 Telephone Number: (405) 366-5361
 Email Address: Kari.madden@normanok.gov
 FEDERAL ID#: 73-6005350

Primary Contact Name: Kari Madden
 Primary Contact Number: (405) 366-5361

INSURANCE INFORMATION

Insurance Agent: Self-Insured
 Policy Number: _____
 Telephone Number: _____
 Fax Number: _____

This form completed by: Clint Mercer, Chief Accountant
(Name and Title)

CONTACT INFORMATION FOR 8038 FILINGS

Contact Name: Clint Mercer
 Title: Chief Accountant
 Contact Address: P.O. Box 370, Norman OK 73070
 Contact Telephone Number: (405) 217-7720
 Email Address: Clint.mercer@normanok.gov

08PFDDC086v2

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: Equipment Lease Purchase Agreement dated as of December 1, 2013, between **De Lage Landen Public Finance LLC**, as Lessor, and THE CITY OF NORMAN, OKLAHOMA, as Lessee.

In accordance with the Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee <u>THE CITY OF NORMAN, OKLAHOMA</u>
	Signature _____ Date _____
	Print Name <u>Cindy Rosenthal</u>
	Title _____

07PFDOC052V1

TAX DESIGNATIONS AND COVENANTS

1. The covenants and designations hereinafter set forth are intended to be, and hereby are, incorporated into the Equipment Lease Purchase Agreement, dated December 1, 2013 (the "Agreement"), between De Lage Landen Public Finance LLC ("Lessor") and THE CITY OF NORMAN, OKLAHOMA ("Lessee"), and except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning herein as in the Agreement. The Commencement Date of the Agreement is or will be in the calendar year 2013 (the "issuance Year").

2. Bank Qualification. Lessee initial here if this provision is applicable: _____
 Lessee initial here if this provision is NOT applicable: _____

(a) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year, including the Agreement, is not reasonably expected to exceed \$10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of "qualified tax-exempt obligations" (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

3. Small Issue Arbitrage Rebate Exception. Lessee initial here if this provision is applicable: _____
 Lessee initial here if this provision is NOT applicable: _____

(a) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected.

LESSEE	Lessee Name THE CITY OF NORMAN, OKLAHOMA	
	Signature	Date
	Title Mayor	

Attest Signature: _____
 Title: City Clerk

(SEAL)

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that (i) the foregoing Tax Designations and Covenants were adopted and approved by action of the governing body of Lessee at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, (ii) the officer of Lessee who executed the foregoing Tax Designation and Covenants on behalf of Lessee and whose genuine signature appears thereon is the duly qualified and acting officer of Lessee as stated beneath his or her signature, and (iii) said officer has been authorized to execute the foregoing Tax Designations and Covenants on behalf of Lessee.

SIGNATURE _____ TITLE City Clerk DATE _____

07PFD0C051v4



Quotation

Date: June 20, 2013
 Quotation #: 13-06241526
 Customer #:

5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Bill To Information:

Customer Name City of Norman
 Contact Name Kari Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari.Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: FS1

Part No	Description	Qty	Unit Price	Total Price	Part No	Description	Qty	Unit Price	Total Price
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L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1		
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L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1		
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L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4		
UCSS-U-ANLG-3-1	UCSS for Analog Devices - 1 user 3 Year Sub	4		
L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only	1		
L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL	1		
L-UNITYCN8-UWL-USR	Unity Connection 8.x Users	5		
L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1		
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L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK	1		
L-CUVA-UWL-RTU	CUVA UWL RTU	1		
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UCSS-U-UWL-STD-3-1	Cisco UWL STD UCSS - 1 user 3 Year Sub	5		
CP-8941-K9=	Cisco Unified Phone 8941 Phantom Grey Standard Handset	5		
CISCO2901-V/K9	Cisco 2901 UC Bundle PVDM3-16 UC License PAK	1		
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1		
FL-SRST	Cisco Survivable Remote Site Telephony License	1		
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1		
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VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1		
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CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1		
CAB-ADSL-RJ11	Lavender Cable for xDSL Straight-through RJ-11 6 feet	1		
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1		
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1		
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1		
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1		
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CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1		
CON-ESW-STDLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	5		
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CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	5		
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1		

NDP-CAB	CAT 5e Cable Run	5		
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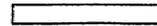
Freight, Shipping and Handling

CTI-INST-LBR

Installation, Configuration and Training

8

THANK YOU FOR YOUR BUSINESS



Ship To Information:

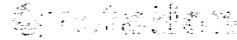
Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number

E-mail Address Kari Madden

If you have a project deadline please let us know when you place the order.

Account Manager: Aaron McIntyre
Email: amcintyre@chickasawtel.com
Direct Telephone #: 1-405-946-1200
Fax #: 1-405-943-2341
Oklahoma State License # 11190
ONEnet Contract # C070015
OSF # ITSW1006
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698

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5 N. McCormick Street
 Oklahoma City, OK 73127
 Telephone (405) 946-1200 Fax (405) 945-9599

Date: June 20, 2013
 Quotation #: 13-06201350
 Customer #:

Bill To Information:

Customer Name City of Norman
 Contact Name Karl Madden
 Street Address 201 W. Gray
 City, State & Zip Code Norman, OK 7306
 Telephone Number 1-405-366-5361
 Fax Number
 E-mail Address Kari Madden

Quotation valid until: July 20, 2013
 Prepared by: Aaron McIntyre
 Payment Terms: Due upon receipt of goods

Special Comments: FS2

Product	Description	Qty	Unit Price	Total Price	Notes
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Equipment

L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD	1			
L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise	1			
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L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1			
L-CUVA-CLIENT-UWL	Unified Video Advantage Client for CUWL only	1			
L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD 1 User Govt/Edu	5			
CON-ESW-STD-SLED	ESSENTIAL SW Unified Workspace Licensing STD 1 User	5			
L-ANLG-DEV-UWL	Analog non-app device add-on for UWL	4			
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SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1			
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1			
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1			
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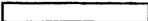
Smartnet Licenses

CON-ESW-LCUWLADD	ESSENTIAL SW Unified Workspace Licensing - Top Level	1			
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CON-ESW-DEVUWL	ESSENTIAL SW Analog non-app device add-on for UWL	3			
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	5			
CON-SNT-2901V	SMARTNET 8X5XNBD Cisco 2901 Voice Bun	1			

NDP-CAB	CAT 5e Cable Run	5			
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CTI-INST-LBR Freight, Shipping and Handling
 Installation, Configuration and Training
 THANK YOU FOR YOUR BUSINESS

8



Ship To Information:

Customer Name City of Norman
Contact Name Kari Madden
Street Address 201 W. Gray
City, State & Zip Code Norman, OK 7306
Telephone Number 1-405-366-5361
Fax Number

E-mail Address Kari Madden

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OSF # ITSW1006
Federal Identification # : 73-1354410
Service Provider ID (SPIN) # : 143028698



City of Norman, OK

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

Master

File Number: R-1314-50

File ID: R-1314-50	Type: Resolution	Status: Consent Item
Version: 2	Reference: Item No. 23	In Control: City Council
Department: Public Works Department	Cost: \$30,630.00	File Created: 09/25/2013
File Name: Traffic Signal Reappropriation of Funds		Final Action:
Title: RESOLUTION NO. R-1314-50: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$30,630 FROM THE GENERAL FUND BALANCE TO REPLACE TRAFFIC SIGNAL EQUIPMENT THAT WAS DAMAGED DURING CONSTRUCTION AND TRAFFIC COLLISIONS.		

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1314-50.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 23

Attachments: Text File R-1314-50, R-1314-50

Project Manager: David Riesland, City Traffic Engineer

Entered by: michelle.rudder@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 R-1314-50

Body

BACKGROUND: The City's Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using \$85,000 in the Division's operating budget (approximately \$500 per signalized intersection per year). These funds are used for the purchase of the various replacement traffic signal system components necessary for the safe and efficient operation of our traffic signals.

On February 8, 2013, B&H Construction was working in an area near the southeast corner of the Lindsey Street and Pickard Avenue intersection. As a result of this work, a pedestrian signal head was damaged. B&H Construction accepted responsibility for those damages. City forces repaired the damage to the traffic signal.

On February 18, 2013, a traffic collision at the intersection of Jenkins Avenue and Imhoff Road resulted in damages to the pedestrian crossing equipment at this signalized intersection. The responsible driver was identified and the insurance company information obtained for collection purposes. City forces repaired the damage at the intersection.

On August 10, 2013, a traffic collision at the intersection of Classen Boulevard and Imhoff Road resulted in severe damage to the traffic signal cabinet at this new traffic signal installation. The responsible driver was

identified and the insurance company information obtained for collection purposes. City forces repaired the damage at the intersection utilizing the last spare cabinet in our inventory.

On April 30, 2013, a \$566.16 check was collected from the insurance company for the responsible party for the collision at the Jenkins Avenue intersection with Imhoff Road. On August 5, 2013, a \$339.66 check was collected from B&H Construction for the damage sustained at the Lindsey Street intersection with Pickard Avenue. On September 17, 2013, a \$29,723.66 check was collected from the insurance company for the responsible party for the collision at the Classen Boulevard intersection with Imhoff Road. All three checks, totaling \$30,629.48 were deposited into account 043-0000-367.12-64, Miscellaneous Risk Management.

DISCUSSION: The recent and unusually high number of traffic collisions involving damage to traffic control signal equipment has depleted the City's inventory of spare units. Replacement units are necessary in order to address future emergency situations. The Division does not have adequate funding in its operating budget to purchase the two replacements units and needs to access the funds collected from the insurance companies in order to do so.

STAFF RECOMMENDATION: Staff recommends approval of a \$30,629.48 (from all three settlements) appropriation of funds from Risk Management Fund Balance (account 043-0000-253.20-00) to General Fund Traffic Signal Parts (account 010-5023-429.32-12). These funds will be used for the purchase of a traffic signal controller cabinet assembly, video detection camera equipment, and miscellaneous traffic signal equipment.

Resolution

R-1314-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$30,630 FROM THE GENERAL FUND BALANCE TO REPLACE TRAFFIC SIGNAL EQUIPMENT THAT WAS DAMAGED DURING CONSTRUCTION AND TRAFFIC COLLISIONS.

- § 1. WHEREAS, on February 8, 2013, a construction company was working in an area near the southeast corner of the Lindsey Street and Pickard Avenue intersection, damaged a pedestrian signal head, and submitted payment in the amount of \$339.66 for damages which was deposited into the General Fund; and
- § 2. WHEREAS, on February 18, 2013, a traffic collision at the intersection of Jenkins Avenue and Imhoff Road resulted in damages to the pedestrian crossing equipment at this signalized intersection and the responsible driver submitted payment in the amount of \$566.16 for damages which was deposited into the General Fund; and
- § 3. WHEREAS, On August 10, 2013, a traffic collision at the intersection of Classen Boulevard and Imhoff Road resulted in severe damage to the traffic signal cabinet at this new traffic signal installation and the insurance company for the responsible driver has submitted payment in the amount of \$29,723.66 which was deposited into the General Fund; and
- § 4. WHEREAS, the recent and high number of traffic collisions involving damage to traffic control signal equipment has depleted the City's inventory of spare units and the Traffic Control Division does not have adequate funding to purchase additional equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 5. That the following appropriation be made for reasons as stated above:

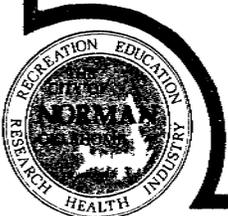
Account Name	Losing Account	Gaining Account	Amount
Traffic Signal Parts	010-0000-253.20-00	010-5023-429.32-12	\$30,629.48

PASSED AND ADOPTED this 8th day of October, 2013.

Mayor

ATTEST:

City Clerk





City of Norman, OK

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

Master

File Number: R-1314-16

File ID: R-1314-16	Type: Resolution	Status: Non-Consent Items
Version: 1	Reference: Item No. 24	In Control: City Council
Department: Jayme Rowe	Cost:	File Created: 07/10/2013
File Name: R-1314-16 closing public storm shelters	Final Action:	

Title: RESOLUTION NO. R-1314-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AFFIRMING THE RECOMMENDATION OF THE CENTRAL REGION OF OKLAHOMA EMERGENCY MANAGEMENT ASSOCIATION TO DEVELOP PERSONAL SAFETY PLANS, TO STAY INFORMED, AND TO SHELTER IN PLACE IN THE EVENT OF SEVERE WEATHER AND CLOSING PUBLIC STORMS SHELTERS IN CONFORMANCE WITH THIS RECOMMENDATION.

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1314-16.

ACTION TAKEN: _____

Agenda Date: 10/08/2013

Agenda Number: 24

Attachments: Text File Closing Public Storm Shelters, R-1314-16,
Pert Excerpts February 19 SS Minutes, August 7
Oversight Minutes

Project Manager: James Fullingim, Fire Chief

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 R-1314-16

Body

BACKGROUND: The Central Region of the Oklahoma Emergency Management Association has developed a position paper regarding best practices for citizens in the event of severe weather. The Association is made up of emergency managers from cities and counties in Central Oklahoma and is supported by the Red Cross and the National Weather Service. The recommendations in the position paper include: encouraging citizens to develop personal safety plans; to stay informed; and to shelter in place where possible in the event of severe weather.

The Central Region of the Oklahoma Emergency Management Association made these recommendations for several reasons. First, individuals are encouraged to develop a personal safety plan in order to predetermine where family members should go within a structure or outside of a structure if the structure has no safe place within it, for, during, and after a severe weather event. An important piece of this safety plan should be to stay informed regarding the potential for severe weather, and individuals should strongly consider purchasing a

weather radio for this purpose.

Second, standard residential construction (except mobile homes and manufactured housing) typically provides survivable protection for approximately ninety-eight percent of the tornadoes in Oklahoma if those potentially impacted see shelter early by moving to the lowest possible level in a small interior room or closet away from external openings such as doors and windows. Because of this, sheltering in place is a safer option than traveling to a public facility, operated as a storm shelter, immediately prior or during a severe weather event because it exposes individuals to the very hazards they are attempting to avoid and increases the risk that they will be injured or harmed in the process of seeking shelter.

The City of Norman has historically opened four facilities during severe weather for the purpose of providing shelter to residents. From interviews with long time and retired employees, it is understood that these facilities began to open to the community after two new middle schools were built in the early 1970's. Previous to that, there were no City operated severe weather shelters. Residents were allowed access to the University of Oklahoma Memorial Stadium, along the east side. The University ended the accessibility to the stadium during the expansion process and currently is unavailable as a severe weather shelter to the general public. The following is general information regarding the shelters:

1. Shelters are expected to open approximately one hour before anticipated severe weather.
2. There is effective means to advise citizens that the shelters are open.
3. If citizens choose to utilize a shelter, they leave where they are to go to a shelter. This places them in the storm to get to a shelter and places them in harm's way.
4. These shelters are opened and staffed by the Fire Department and there are no current means provided to screen citizens or to provide civil control upon entry into the shelters.
5. The expectation is the City of Norman will open and operate shelters during periods of severe weather. The intent being, these shelters will be available should residents have no other safe location to utilize.
6. Two of the shelters are located in schools, Cleveland Elementary and Little Axe High School. The other two are in the recreation centers on school property at Irving and Whittier Middle Schools.
7. The shelter locations may not be adequate to meet federal requirements regarding survivability (FEMA 361), NFPA Life Safety Code and the Pets Evacuation and Transportation Standards Act of 2006 (PETS Act).

During a City Council Study Session in February 2013, the City Council was briefed on the above information. For that reason, City Council directed staff to cease operation of the facilities as storm shelters effective July 1, 2013.

DISCUSSION: In conformance with that direction, City Staff has prepared the attached Resolution for Council consideration. The City of Midwest City has approved a similar Resolution. The Resolution incorporates many of the findings, as discussed above, of the Central Region of Oklahoma Emergency Management Association including: the risk of traveling to a public shelter; the often equivalent level of construction safety standards in a private house and public safety; the lack of readily available or functionally feasible public shelters in the City of Norman; and the fact that the City of Norman facilities do not meet the FEMA guidelines for storm shelters.

Instead, the Resolution encourages citizens to develop personal or family safety plans to be implemented in the case of severe weather. These plans should include staying informed regarding inclement weather and choosing a safe location to shelter during a storm. If the Resolution is approved by Council, the City will discontinue use of public facilities as storm shelters within the City of Norman.

RECOMMENDATION: Staff recommends adoption of Resolution No. R-1314-16 supporting the practices of personal pre-planning and sheltering in place and discontinuing the practice of opening public and school facilities as severe weather shelters.

Resolution

R-1314-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AFFIRMING THE RECOMMENDATION OF THE CENTRAL REGION OF OKLAHOMA EMERGENCY MANAGEMENT ASSOCIATION TO DEVELOP PERSONAL SAFETY PLANS, TO STAY INFORMED, AND TO SHELTER IN PLACE IN THE EVENT OF SEVERE WEATHER AND CLOSING PUBLIC STORMS SHELTERS IN CONFORMANCE WITH THIS RECOMMENDATION.

- § 1. WHEREAS, the Central Region of Oklahoma Emergency Management Association recommends that individuals and families develop a personal safety plan, which should include where family members should go within a structure or outside of a structure if the structure has no safe place within it, for, during, and after a severe weather event; and
- § 2. WHEREAS, the Central Region of the Oklahoma Emergency Management Association also recommends that individuals and families stay informed in order to stay safe during a severe weather event.
- § 3. WHEREAS, standard residential construction (except mobile homes and manufactured housing) typically provides survivable protection for approximately ninety-eight percent of the tornadoes in Oklahoma if those potentially impacted seek shelter early by moving to the lowest possible level in a small interior room or closet away from external openings such as doors and windows; and
- § 4. WHEREAS, traveling to a public storm shelter immediately prior to or during a severe weather event exposes citizens to the very hazards they are attempting to avoid and increases the risk that they will be injured or harmed in the process of seeking shelter during a severe weather event; and
- § 5. WHEREAS, the City of Norman does not have enough readily available or functionally feasible public storm shelters to accommodate more than a small percentage of its population and building sufficient storm shelters to accommodate a majority of its population would be cost prohibitive; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

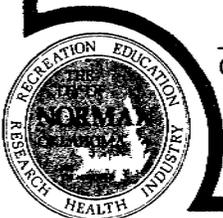
- § 6. THAT, according to the recommendation of the Central Region of Oklahoma Emergency Management Association, the best practices for safety during severe weather events is for citizens to stay informed; to shelter in place where possible; and to develop personal safety plans.
- § 7. THAT the City Council of the City of Norman hereby ceases to authorize the opening of public facilities to serve as storm shelters as of the date of the adoption of this Resolution and recommends that individuals and families stay informed; shelter in place and install personal storm shelters if at all possible, and develop a personal safety plan as critical elements in staying safe during severe weather events.

PASSED AND ADOPTED this _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk



CITY COUNCIL STUDY SESSION MINUTES

February 19, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Conference Room on the 19th day of February, 2013, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Castleberry, Gallagher, Griffith, Kovach, Lockett, Williams, and Mayor Rosenthal

ABSENT: Councilmembers Jungman and Spaulding

Item 1, being:

CONTINUED DISCUSSION REGARDING THE REGIONAL OUTDOOR WARNING SYSTEM POLICY AND SHELTER REQUIREMENTS.

In a Study Session on January 15, 2103, Mr. James Fullingim, Fire Chief, updated City Council on the Regional Outdoor Warning System (OWS) Policy and shelter requirements. He said, at that time, Council had questions and he would like to provide follow-up on those questions. He said one question was whether or not the current City sponsored storm shelters at Irving Recreation Center, Whittier Recreation Center, Cleveland Elementary School, and Little Axe Recreation Center are effective when considering safety in terms of the buildings' construction and travel time for the public. He said research indicated Whittier Recreation Center provides a higher level of safety for citizens living in a nearby mobile home park and is within reasonable traveling distance of that park. He said the other shelters do not really have a higher level of safety within the Federal Emergency Management Association (FEMA) recognized eight minute walk time to the shelter.

Chief Fullingim said it would be difficult to open Whittier Recreation Center that can hold 300 or 400 people and say it is only to be used by mobile home park residents and not expect other people to show up wanting to use the facility. He said Council could create a credentialing program, but people that do not have a badge would have to stand outside and that would not be good. He did not know how to control only mobile home park residents being allowed entrance or ensure there would be adequate room for everyone. He said people as far away as Moore drive to the Norman sponsored shelters during storms because they believe it is better than what they currently have as shelter. He said he is not sure Whittier Recreation Center is a viable solution and believes it is better for individuals to have their own emergency plan that does not include everyone going to the same place.

Another issue was how to get the word out to people that the shelters will be closed and will no longer be an option. He said immediately closing the shelters is not a good idea as the City cannot get the word out to citizens quickly enough. He said literature could be provided to people coming to the shelters during the 2013 storm season letting them know the shelters will no longer be available after the 2013 storm season. He said there needs to be an aggressive public education campaign before the City decides to no longer operate the shelters.

Chief Fullingim said he spoke to Dr. Roger Brown, Superintendent of Norman Public Schools, and Dr. Brown was not willing to say the schools would not provide shelter to someone seeking refuge from the storm, but he did not like the idea of the schools becoming a shelter location due to security issues. During the day when students are in attendance, there are areas within the schools designated as the safest part of the school during a storm, but those areas are for students and teachers, not the general public. Dr. Brown said having people randomly entering the schools is a concern and compromises the security of the school. Chief Fullingim said letting people believe the schools are a shelter option is misleading because that gives people the false sense of security that the school is always open, which is not the case. After school hours, the buildings are locked.

Item 1, continued:

Chief Fullingim recommended the City move towards accepting the nationally recognized idea of sheltering in place or preparing your own plan for shelter. He said other cities that provide shelters are slowly moving away from that due to overcrowding issues. He said it is difficult for governments to provide citizens individual protection against natural occurrences.

Councilmember Kovach asked how long the City will be handing out literature at the shelters and Chief Fullingim said he recommends the City not close the shelters until after July 1, 2013, in order to have the entire storm season to educate the community.

Councilmember Kovach asked what the City can do to contact and help people develop a personal emergency plan, especially vulnerable areas such as mobile home communities. Chief Fullingim said the Fire Department will be visiting all of the mobile home parks in Norman on March 9, 2013, to distribute smoke detectors so fire personnel will be knocking on every door to distribute a smoke detector. He said the Fire Department will include a severe weather preparedness aspect as well and can help individuals prepare personal emergency plans.

Councilmember Kovach asked if the City will be distributing literature to multi-family housing areas as well and Chief Fullingim said the Fire Department annually inspects apartment complexes so town hall type meetings can be held in conjunction with those inspections to give tenants ideas and help on formulating a personal plan. He said the Fire Department has a large volunteer group that helps distribute smoke detectors and this would be a great opportunity to involve the community.

Councilmember Kovach asked what kind of public education programs have been put in place in other communities and how much money would be needed. Chief Fullingim said most communities do not offer a public education program. He said the City of Norman can distribute FEMA publications, which are free, and print literature in-house as well using grant money so additional funding would not be needed.

Councilmember Gallagher asked if there is a legal liability if the City kept the shelters at schools open and a wall or roof collapsed and someone is injured. Mr. Jeff Bryant, City Attorney, said he did not believe the City would be liable because schools are not City buildings and damages would be caused by a severe weather event, not something the City did. Councilmember Gallagher said he supports closure of the shelters as of July 1st and, in the meantime, aggressively educating the community on the closures and developing their own emergency plan. Councilmember Williams said Whittier and Irving Recreation Centers are City buildings and asked if that changes the liability issue and Mr. Bryant said the "act of God" (a severe weather event) will keep the City from being liable. Councilmember Williams is concerned that citizens believe the buildings are storm shelters when they are not and Mr. Bryant said the City needs to make it clear that these buildings are not certified storm shelters built to withstand tornadic events. Councilmember Williams asked if opening the building as a shelter would be an admission that they are certified shelters and Mr. Bryant said he did not believe the City would be culpable because of the nature of the damage and if it is an "act of God" the City would not responsible.

Mayor Rosenthal said there is a pretty clear recommendation from the Fire Chief and the transition of closing shelters as of July 1st gives the City time to get information to citizens. She said she is impressed with the outreach plans of the Fire Department and is supportive of the recommendations. She felt the City should move in that direction.

Councilmember Lockett suggested the Fire Department develop a program similar to their program on what to do during a fire and make that program available to civic groups, church groups, etc.

Items submitted for the record

1. Memorandum dated February 14, 2013, from James Fullingim, Fire Chief, to Honorable Mayor and City Council

Participants in discussion

1. Mr. James Fullingim, Fire Chief
2. Ms. Joy Hampton, The Norman Transcript

Item 2, being:

DISCUSSION REGARDING AN AGREEMENT WITH THE CITY OF DEL CITY AND CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT FOR THE PURCHASE OF WATER.

Mr. Ken Komiske, Director of Utilities, said 62% of the City's water comes from Lake Thunderbird and the remainder comes from the Garber-Wellington Aquifer, which is being renamed the Central Oklahoma Aquifer. He said Norman obtains water from Oklahoma City (OKC) during emergency circumstances during the hotter periods of the summer. He said Norman, Midwest City, and Del City receive an allocation of water from Lake Thunderbird and, in the past, Norman was always below their total allocation, but for the past 16 years we have been over. He said Del City has decreased usage of their allocation because they are depending more on wells so they have surplus water that Norman could use. He said the availability of using Del City's water is not going to get Norman more water when it is needed in the summer, but it will help Norman to stay under their allocation in the long term.

Ms. Kathryn Walker, Assistant City Attorney, highlighted the terms of the contract with Del City. She said Del City chronically underuses their allocation. She said the contract would be for a five year term beginning May 1, 2013, with a renewal option for an additional five year term. Norman will pay thirty-three cents per 1,000 gallons and 300 million gallons will be available annually at a total cost of \$99,000. She said the contract has an option for the potential provision of 500 million gallons at the same rate. If Del City institutes water rationing, Norman would have to do that as well. If Del City loses four or more of their wells, they do not have to provide the water to Norman.

Councilmember Castleberry asked what the City of Norman charges customers per thousand gallons of water and Mr. Komiske said \$2.00 for the first 2,000 gallons and commercial businesses pay a flat rate of \$2.10 per thousand gallons. Councilmember Castleberry said basically the base rate is \$2.00 and the City will pay thirty-three cents to Del City and Ms. Walker said the thirty-three cents buys raw water and the City charges customers for potable water. Councilmember Castleberry asked the cost for treating raw water and Mr. Komiske said costs depend on an economy of scale and ranges from \$1.20 to \$1.50.

Councilmember Gallagher asked if Norman had to purchase a minimum amount of water and Ms. Walker said no. He asked Del City's growth rate where they might approach their allocation needs and Ms. Walker said she did not know, but she did not believe they have a lot of room to grow.

Councilmember Kovach said since OKC cannot tap into the Atoka Pipeline yet, will that affect Norman's ability to obtain the 2% water per their agreement with OKC and Mr. Komiske said that is a possibility. He said the 2% comes into play during Norman's peak usage and is purchased on an emergency basis so if it is available OKC is happy to sell it to Norman. Mayor Rosenthal asked what the last communication was from OKC on the availability of emergency water this summer and Mr. Komiske said it depends on OKC's demand. If demand is

Item 2, continued:

high and they do not have water available, they will not sell to Norman. Councilmember Kovach said based on the fact that OKC will not sell Norman water from the Atoka pipeline, Council can assume OKC may not have the 2% available and that is something Council should discuss and plan for.

Councilmember Kovach asked if Midwest City is interested in selling their unused allocated water to Norman and Mr. Steve Lewis, City Manager, said Del City has been the primary City willing to sell their water.

Councilmember Castleberry asked if the City has anywhere to store water other than Lake Thunderbird and Mr. Komiske said no. Mayor Rosenthal said part of the Strategic Water Supply Plan update includes looking at alternative storage.

Mayor Rosenthal said she is pleased a contract has been negotiated and wants to place the item on an agenda as soon as possible.

Items submitted for the record

1. Memorandum dated February 14, 2013, from Kathryn L. Walker, Assistant City Attorney, through Jeff H. Bryant, City Attorney, to Honorable Mayor and Councilmembers
2. Letter dated February 8, 2013, from Randy Worden, General Manager, Central Oklahoma Master Conservancy District, to Steven D. Lewis, City Manager
3. Agreement for Purchase of Surplus Municipal Water
4. PowerPoint presentation entitled, "Agreement for Purchase of Water," City Council Study Session, February 19, 2013

Participants in discussion

1. Mr. Ken Komiske, Director of Utilities
2. Ms. Kathryn Walker, Assistant City Attorney

Item 3, being:

FOLLOW-UP DISCUSSION REGARDING THE CURBSIDE RECYCLING PROGRAM.

Mr. Bryant said at the February 5, 2013, Study Session regarding recycling, Councilmember Kovach expressed concern that a change in service from weekly to bi-weekly would require an election since voters approved weekly curbside recycling. He said the ballot language used to approve the curbside recycling measure imposed a mandatory \$3.00 assessment to all residential customers and after reviewing that language and constitutional provisions for the State of Oklahoma, it is Staff's legal opinion that changing the frequency of collection does not require voter approval. He said a Charter provision allows voters to weigh in on a change in rates, but the rates will not change, only the frequency of collection. Mayor Rosenthal asked Mr. Bryant to elaborate on the legal opinion for the public in attendance because he cited a number of prior instances where there was a change of service without an election and the opinion draws a clear distinction between voters' approval of a tax versus an Enterprise Fund.

Mr. Bryant said the provision most often quoted regarding an initiative, referendum, or ballot language requiring usage in accordance to language in the ballot is the section of the Constitution that deals with imposition of a tax. That section clearly states that any tax imposed will be used only for the purposes for which it is imposed and although that section is quoted most often for imposition of a tax it does not apply to this situation. He said this situation is imposition of a rate. The Constitution also states that municipalities are given the right to operate and administer utilities so there is more latitude for a municipality to operate a public utility as a business. He said under the Oklahoma Constitution, public utilities are normally allowed to set their rates without voter approval; however, Norman changed the Charter in 1975 and has to get voter approval for a utility rate increase. He said that makes it a little more challenging to operate a utility in Norman so while Norman cannot adjust the rate, they

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES

August 7, 2013

The City Council Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the City Council Conference Room on the 7th day of August, 2013, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmember Holman and Chairman Miller

ABSENT: Councilmembers Jungman and Kovach

STAFF PRESENT: Councilmember Robert Castleberry, Ward Three
Mr. Terry Floyd, Development Coordinator
Mr. James Fullingim, Fire Chief
Mr. David Grizzle, Emergency Preparedness Coordinator
Mr. Steve Lewis, City Manager
Ms. Leah Messner, Assistant City Attorney
Ms. Syndi Runyon, Administrative Assistant IV

Item 1, being:

DISCUSSION REGARDING SEVERE WEATHER PREPAREDNESS.

Mr. James Fullingim, Fire Chief, provided a brief history of the City of Norman providing public shelters during severe weather. He said since the 1970's the City has operated public storm shelters at Cleveland Elementary, Little Axe High School, Irving Middle School, and Whittier Middle School. He said the University of Oklahoma (OU) provided public shelter at the Oklahoma Memorial Stadium for many years, but ended accessibility to the general public after the stadium's expansion.

Chief Fullingim said schools do not meet federal requirements regarding survivability and the Norman School Administration has safety concerns regarding the public having access into the schools during the hours classes are being conducted.

Chief Fullingim said Council is updated on the severe weather preparedness policy each year and the last update was in January 2013, with a follow-up in February 2013. He said, at that time, Council made a decision to close all public shelters as of July 1, 2013, and an article was placed in the local newspaper. He said the Fire Department has a community outreach program regarding severe weather and will talk to anyone at any time regarding the sheltering in place philosophy, which is the nationally recognized philosophy. He said once the City has issued a tornado warning, it is too late to make a plan so citizens are encouraged to have a personal plan for sheltering in place whether they are at work, home, school, shopping, etc. He said the Fire Department distributes information during the Medieval Fair and other special events as well as at Sooner Mall, schools, etc. He said each year the Fire Department distributes and installs free smoke detectors to an area in Norman and will distribute information on severe weather preparedness as well. He said the Fire Department will assist citizens in making a personal plan if they desire.

Chief Fullingim said closing the public shelters was an administrative decision and if there is a situation where panic strikes, Council or the City Manager could decide to reopen the shelters. Councilmember Miller asked if there had been many calls regarding the news article and Chief Fullingim said the Fire Department received no comments, but there were a couple of letters to the editor in support of closing the public shelters.

Chief Fullingim highlighted some of the items currently in place that help the City during and after a severe weather event. He said the City of Norman has a debris removal plan and contract in place, which allows for a larger reimbursement from the Federal Emergency Management Agency (FEMA) and quicker removal of debris. The City also has a Community Volunteer Program consisting of a few professional Ham Radio operators that provide help and information during severe weather events. He said many citizens believe the City should make use of the local National Weather Center (NWC), but they do not understand that the NWC serves a different function and does not make decisions for local jurisdictions; however, the City does utilize their expertise in making decisions. He said since the May 1999 tornado, the City has administered three Safe Room Rebate Programs and another program has been submitted to the State, but is yet to be funded. He said there are currently 500 active applications from citizens for the rebate program.

Chief Fullingim said a new Outdoor Warning System (OWS) was recently installed to provide coverage to the entire city limits. He said the old system installed in the 1950's and 1960's was very unreliable, had continuous maintenance issues, and was inconsistent in its coverage. The Fire Department is able to run multiple silent tests on the new system and an audible test on Saturdays at noon to let citizens know the system is functioning.

Councilmember Castleberry said Norman Public Schools has a notification system they use to notify parents of emergencies, bus delays, etc., and asked if the City has looked at this type of system. Chief Fullingim said it is generally known as the Reverse 911 System and the City has seen many presentations on the system and it can be used for a number of things including tornado warnings, but it is not a cure all. He said if the notifications could be narrowed down to a small area the messages would get out quicker, but one problem is people want to be contacted through multiple phone numbers, which bogs down the notification process. He felt the system would be beneficial as an additional tool to inform citizens about what has occurred and what to expect next after an event. He said with enough lead time, the system would work for tornado warnings, but sometimes there is no lead time with tornadoes. For example, in 2011, there were two tornadoes on the ground before the NWS issued a tornado warning and the City of Norman activated their warning system one minute before the NWS issued their warning. He said this is known as negative lead time. Councilmember Castleberry asked the cost of the system and Chief Fullingim said the initial investment is approximately \$100,000 and there would be an annual expense for maintenance. Chief Fullingim said he is an advocate for the system, but would not like to sell it as a way to alert citizens of a tornado because tornadoes are so unpredictable. Mr. Steve Lewis, City Manager, said multiple phone banks around the world would be needed because you could not depend on one local exchange to handle the volume of calls for 50,000 households that have multiple numbers to notify. Councilmember Castleberry asked if Chief Fullingim is more comfortable using only the OWS and Chief Fullingim said he would be comfortable with the OWS and the Reverse 911 System (not for tornado warnings) because people need to have multiple warning systems. He said he encourages people to purchase National Oceanic and Atmospheric Association (NOAA) Weather Radios and would love to find a way to give those away. He said the City has applied for several grants over the years to purchase NOAA radios to give them away, but discount coupons are the best thing the City has been able to offer citizens.

Chief Fullingim said Norman follows the Regional OWS Policy Guidelines developed through a collaborative effort by participants from Norman; Canadian County; Del City; Edmond; Midwest City; Moore; Oklahoma City; Oklahoma County; Yukon; and the NWS. He said the guidelines were developed after unprecedented severe hail storms in 2010, and people felt they should have been warned about hail storms. He said this started the conversation on how to do that, but the NWS said it would be extremely difficult to predict the ferocity of hail storms so participants agreed the OWS should be used to warn people about tornadoes so the warnings are not so overused that people begin to ignore them. He said another discussion topic was an "all clear" warning so people would know when it was safe to go outside and it was decided that no local jurisdiction would have an all clear signal. He said sirens tell people to go inside and gain further information

about the weather and the theory is that if you went inside to gain further information about the weather there would be no need to be told when it was clear because you have gained that information and as long as there is a tornado coming toward your area, you need to stay in shelter and when that threat is gone you can come out of the shelter. He said the concern about an all clear signal was that when there were multiple storms coming through it is important for people to listen to local weather to make sure it is clear enough for them to come out of shelter.

Chief Fullingim said people have the perception that the sirens mean "go dig a hole and climb in it," but Norman is 196 square miles so there is a good chance that while it may be bright and sunny where you are, Little Axe could have a tornado on the ground. Councilmember Miller asked if the sirens go off all over town when they are activated and Chief Fullingim said the City has the ability to activate sirens in zones and the zones are commonly broken down to the east side of town and the west side of town because it is difficult to narrow the scope more than that. He said a tornado could suddenly begin moving north or south and those citizens would not be warned in time to seek shelter. Councilmember Holman asked if the all clear sound could be a different tone than the warning siren and Chief Fullingim he would not feel comfortable issuing an all clear until he was 100% sure there were no further storms that could affect Norman, which could be up to 24 hours. He said no local jurisdiction issues an all clear under the Regional OWS guidelines.

Chief Fullingim said people seeking shelter at City sponsored public shelters seem to be what to expect during storms, but that is not what the City wants people to do. He said during the May 31, 2013, storm event, the sirens went off and people got into their vehicles to drive to a public shelter causing traffic gridlock and leaving them exposed to the weather. He said people have called or traveled from Del City, Midwest City, and Edmond seeking shelter in Norman because they do not have public shelters in their communities. He said the public shelters are schools and schools are not constructed to withstand the storm any better than most homes. He said if 1,000 to 1,500 people seek shelter at the schools, there is a real problem. He said the Fire Department opens and staffs shelters with a goal to open them one hour prior to an expected tornadic event; however, that is not always possible and there is not always enough lead time. He said many times the storm dissipates and the shelter is not occupied by the public or the storm comes up so suddenly that Staff has to go out in the middle of the storm to open the shelter placing them at risk. He said people need to be concerned about what is above them when they seek shelter. Many times they believe basements are safe, but ceilings fall into basements and most of the people killed by tornadoes are killed by falling or flying debris or being sucked into the tornado. He said if you do not have a substantial roof or ceiling structure above you then you are no safer in that building than you would be at home.

Chief Fullingim said Central Oklahoma Emergency Managers discourage public shelters. He said Shawnee and Newcastle are the only communities researched that offer public shelters and although Norman is under administrative action relative to the opening/closing of public shelters and Staff is seeking a resolution from Council because once closing the public shelters becomes a Council action it is more difficult to change. It provides citizens more clarity on the issue and allows them time to get their emergency plan in place prior to next year's storm season. He said Shawnee is discussing ways to discontinue their public shelters and Newcastle's population is so small they believe their shelters are adequate. He said a small town with a population of 1,200 consisting of eight square blocks has a better chance of sponsoring public shelters than a town of 100,000 with 196 square miles.

Chief Fullingim highlighted the posted shelter rules that include no pets allowed; no alcohol or intoxicated person allowed; no smoking on facility property; no firearms or weapons; being respectful to others; no loitering outside shelter; and no leaving the shelter until the storm has dissipated and it is deemed safe. Anyone who does not follow the rules/regulations will be asked to leave the premises. Chief Fullingim said many times the public shelters have been filled to capacity and physical violence has occurred when arguments break out due to high tension when people are enclosed in close proximity to each other. He said

any time there is overcrowding, there is civil unrest and many police officers will come to assist in these instances; however, when the police leave problems arise again. He said people will bring their pets which causes problems. He said Norman Regional Hospital was so overrun with people seeking shelter during the May tornado they feared they would not be able deal with any influx of patients injured during the tornado. He said this is a real problem and the cultural mindset needs to be changed regarding getting into a vehicle and driving to a shelter. He said most of them are leaving a perfectly safe place in comparison to where they are going. He said big buildings look substantial because of all the concrete, but that concrete just holds the roof up, it is not meant to withstand tornadic winds.

Chief Fullingim said residential shelters are the best option for residents. He said the City has offered shelter rebate grants in the past, has currently applied for a shelter rebate grant, and will continue to seek grants in the future. The City has a shelter registration program and that registry has doubled in the last two months from 1,500 to 3,000. He said some people are concerned about disclosing the location of their shelter because it is a public document and they fear people will panic and take over their shelter if they are able to find the locations. Councilmember Castleberry asked if there has been a request for those records and Chief Fullingim said not to date and there has been debate about some portions of the information not being available through the Open Records Act (ORA), but the addresses would be subject to the ORA. Mr. Lewis said most people are afraid the information could be disclosed on the City's website and they do not want to advertise they have a shelter because it is possible that people will try to commandeer a shelter. He said the property owner may be out of town or gone and someone could use your shelter.

Chief Fullingim said mobile homes or the third floor of an apartment complex are not safe places to be, but there are no answers for that except to have a plan that works for you. He said it is all about personal preparedness and each individual needs to make a plan and while the City can assist with guidelines, we cannot make a plan for 100,000 people. He said most homes are considered to be a substantial structure, but if a person is truly concerned they need to think about installing a certified storm shelter. Councilmember Miller asked if apartments or mobile home managers are required to notify residents of a safe place to shelter and Chief Fullingim said there is no specific legislation that requires that.

Chief Fullingim asked Council to consider adopting a resolution officially eliminating the public shelters. He said the City would also work closely with OU and Cleveland County to see how they are handling discouraging the use of their buildings as public shelters. He said OU will continue to allow students into the Student Union because they cannot close the Student Union down and lock students out, but how do they intend to discourage the public from utilizing that as a shelter? Councilmember Castleberry said if Council does not adopt a resolution, can the City Manager direct Staff to open the public shelters and Mr. Lewis said yes, there is nothing in writing that formalizes the Council's administrative instructions to close the public shelters. Mr. Lewis said Midwest City adopted a resolution to close their shelters, but does not know if other cities have done that formally or not. Chief Fullingim said most of the cities never offered public shelters in the first place.

Chief Fullingim said could also consider more stringent construction regulations. He said Joplin, Missouri, began requiring wind resistant construction after their last huge tornado destroyed a large portion of town and wind resistant construction is a common practice in Florida where hurricanes are experienced. He said wind resistant construction will allow a home a better chance of surviving an F2 or F3 tornado, but it is not tornado proof. He asked for Council input as to whether there was a desire to discuss the value of such a requirement or other requirements such as requiring new mobile home parks to have provisions for storm shelters before the project is approved, requiring storm shelters for new apartment complexes over two stories, or requiring new residential construction to include storm shelters, etc.

Chief Fullingim said the City of Moore is reassessing their building standards for the rebuilding process in the aftermath of the May tornado. He said one proposal would require homes to have 60% brick coverage and a garage. He said many houses did not meet that criteria before the tornado and one Moore Councilmember felt it could place an unfair burden on residents whose homes did not meet the requirements prior to the tornado as their insurance checks would not cover the cost of the additional requirements to rebuild. Chief Fullingim said Norman is a different looking community than Moore in that Norman has a lot of historical areas and the older section of Norman is a much larger area. He said there are areas of Norman where the City will not want garages built, but it is worth discussing what standards Norman would like to have in those areas and have regulations in place before disaster strikes so insurance companies will cover those expenses for citizens. Chief Fullingim said the City of Moore assembled a committee consisting of builders and stakeholders to review building construction code changes, but the committee is hesitant to recommend a requirement for storm shelters in new residential areas, mobile home parks, or apartment complexes.

Chairman Miller asked whether Staff researched best practices in other communities that deal with extreme weather conditions such as tornados or hurricanes and Chief Fullingim said not at this time, but communities can affordably guard against hurricanes and F-2 tornadoes through stringent building standards. He said hurricanes are more like an F2 tornado, which is not the same as an F5 tornado and it would not be cost effective to build a community to withstand an F5 tornado. He said storm shelters or safe rooms are the best solution to surviving that type of event. Chairman Miller felt it would be difficult to require residents or schools to install storm shelters and did not know what type of incentives could be offered to encourage this; however, she does have a problem with mobile home parks not providing shelters because it is so dangerous. Mr. Lewis said there has been legislation that targets certain requirements for mobile home parks so there are types of legislation that do happen, but nothing has been adopted to date. Mr. Terry Floyd, Development Coordinator, said he researched areas hit by tornados and hurricanes and very few required storm shelters, but most did make changes to construction building codes.

Chairman Miller said the Oversight Committee should propose a resolution to Council as recommended by the Fire Department and Emergency Management to close the public shelters. She felt the City might be putting citizens in more danger by not closing the public shelters. She said public education would be needed to let people know the public shelters are no longer going to be available and they need a shelter in place plan. She is concerned about what to do if people show up at the public shelters at the next big storm and Chief Fullingim suggested placing police officers at the shelters to stop the public from entering. He felt closing the shelters and getting the word out to the public would force them to make a personal plan. Councilmember Holman suggesting partnering with Norman Public Schools in getting the information to the public that the shelters are no longer available and how to make a personal plan. The Fire Department accepted a grant in June to purchase storm preparedness literature to distribute and Chief Fullingim said that information is included in students' Thursday folders.

Councilmember Holman was concerned about people showing up at the recreation centers and wandering into the school when a storm occurs and Chairman Miller said things changed after the Columbine incident and schools are more secure today than ever before; however, the idea of having 500 people in your gymnasium while you have a school full of students is frightening and would be a security issue.

Chairman Miller felt it would be impossible to provide public shelters for the entire City and Chief Fullingim agreed. Chairman Miller said she would like to talk with builders regarding storm shelters in new residential construction and Chief Fullingim said perhaps the City could offer incentives on the cost of building permits to encourage builders to install storm shelters. Councilmember Castleberry felt having a residential storm shelter would be a selling feature for homes right now. Mr. Lewis said due to high demand, a shelter ordered today would probably not be installed until spring.

Chairman Miller asked Staff to draft the resolution for Council's review. Mr. Lewis said the timing of the resolution is important and suggested waiting until fall to adopt the resolution. Chairman Miller agreed and felt after school started and before the holidays would be a good time. Councilmember Holman suggested the City have some type of outreach to apartment complexes with more than two stories to let residents know they need to find shelter on the first floor or leave the area at least an hour before an expected storm event. Mr. David Grizzle, Emergency Preparedness Coordinator, said the City already reaches out to all apartment complexes and mobile home parks providing information on many emergency issues. Chairman Miller felt continuous outreach and education would be the best way to get people to understand they need to have a personal plan.

Items submitted for the record

1. Memorandum dated July 29, 2013, from James Fullingim, Fire Chief, to Steve Lewis, City Manager
2. Central Oklahoma Emergency Management Association Regional Outdoor Warning System Guidelines
3. PowerPoint presentation entitled, "Severe Weather Preparedness," presented by James Fullingim, Fire Chief

Item 2, being:

MISCELLANEOUS DISCUSSION.

Chairman Miller promised a constituent she would mention putting computer chips in pets so they can be identified and reunited with their owners faster. This would have been very helpful after the Moore tornado since so many animals were displaced. She said Animal Welfare or Second Chance could sponsor clinics where animals could be chipped for a small fee to encourage people to have this done.

ADJOURNMENT.

The meeting adjourned at 6:55 p.m.