City of Norman, OK

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

City Council Meeting

Tuesday, June 12, 2012

6:30 PM

Municipal Building Council Chambers

City Council

Mayor Cindy Rosenthal
Council Member Roger Gallagher
Council Member Tom Kovach
Council Member Hal Ezzell
Council Member Carol Dillingham
Council Member Dave Spaulding
Council Member Jim Griffith
Council Member Linda Lockett
Council Member Dan Quinn

City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority Agenda

1 **Roll Call**

2 **Pledge of Allegiance**

3 GID-1112-93 CONSIDERATION OF THE APPROVAL OF MINUTES AS FOLLOWS

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES OF MAY 3, 2012
COMPRESSED NATURAL GAS FUELING FACILITY GRAND OPENING MINUTES OF MAY 4, 2012
CITY COUNCIL STUDY SESSION MINUTES OF MAY 8, 2012
CITY COUNCIL STUDY SESSION MINUTES OF MAY 22, 2012
CITY COUNCIL MINUTES OF MAY 22, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF MAY 22, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF MAY 22, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MAY 22, 2012
CITY COUNCIL FINANCE COMMITTEE MINUTES OF MAY 23, 2012
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF MAY 23, 2012
CITY COUNCIL PUBLIC FORUM MINUTES OF MAY 29, 2012

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:

Attachments: May 3 BACA Minutes
May 4 CNG Grand Opening Minutes
May 8 SS Minutes
May 22 CC Minutes
May 22 CC Minutes
May 23 Finance Committee minutes
May 23 CPT Minutes
May 29 Public Forum Minutes

Awards and Presentations

4 P-1112-27 PROCLAMATION NO. P-1112-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 22, 2012, AS DUMP THE PUMP DAY IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-25 proclaiming Thursday, June 21, 2012, as Dump the Pump Day in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Dump the Pump Day

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 30 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:

6 O-1112-39 CONSIDERATION OF ORDINANCE NO. O-1112-39 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 NORTHWEST QUARTER OF SECTION 23, 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 C-1, LOCAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE WEST SIDE OF NORTH INTERSTATE DRIVE BETWEEN ROBINSON STREET AND ROCK CREEK ROAD AT THE INTERSECTION WITH STONEY BROOK DRIVE)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-39 upon First Reading by title.

ACTION TAKEN: _____

Attachments: Text File O-1112-39
O-1112-39 Hudimax
Hyundai Site Plan
Hudimax Rezone Location Map
Hyundai Addition PUD Narrative Annotated 5-23-12
Hudimax PUD Staff Report
Protest Map 6-7-12
Protest Letters - Hudimax
Protest received June 7 2012
Artman Appraisal letter for Hudimax
5-10-12 PC Minutes - Hudimax

Motion to recommend adoption failed on a vote of 3-5

7 O-1112-46 CONSIDERATION OF ORDINANCE NO: O-1112-46 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADJUSTING THE SALARY OF PRESIDING JUDGE OF THE MUNICIPAL CRIMINAL COURT AS PROVIDED BY ARTICLE VI, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND AMENDING SECTION 14-208(C) OF CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN ADJUSTING THE SALARY OF THE ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT; AND SECTION 14-301(B) ADJUSTING THE FEE FOR COURT-APPOINTED COUNSEL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-46 upon First Reading by title.

ACTION TAKEN: _____

Attachments: Text File O-1112-46
O-1112-46
O-1112-46 Annotated 5-25-12.doc
Survey
May 23 Finance Committee minutes

8 AP-1112-16 SUBMISSION OF THE PROPOSED NOMINATIONS FOR REAPPOINTMENT OF DAVID POARCH AS PRESIDING JUDGE, GAIL BLAYLOCK AND DREW NICHOLS AS ASSOCIATE JUDGES, AND CHRISTI CHESLEY AS ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT EACH FOR A TERM BEGINNING JULY 1, 2012, AND ENDING JUNE 30, 2014.

ACTION NEEDED: Motion to acknowledge receipt of the nominations and schedule an Agenda Item on June 26, 2012, for confirmation.

ACTION TAKEN: _____

Attachments: Text File - Judge Nomination

9 AP-1112-22 CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

FLOOD PLAIN COMMITTEE
TERM: 06-12-12 TO 06-12-15: NEIL SUNESON, 1803 PETER PAN STREET

PUBLIC SAFETY OVERSIGHT COMMITTEE
TERM: 06-12-12 TO 02-10-13: EDDIE SIMS, 1021 GOLDEN EAGLE DRIVE (WARD 7)

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Neil Suneson will replace Marion Hutchinson and Eddie Sims will fill the unexpired vacancy left by Emily Meazell who has resigned.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

10 R-1112-150 CONSIDERATION OF THE MAYOR'S APPOINTMENT AS FOLLOWS AND ADOPTION OF RESOLUTION NO. R-1112-150:

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
TERM: 06-28-12 TO 06-28-16: MARILYN GEIGER, 984 PINEBROOKE COURT

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Marilyn Geiger is a reappointment. The accompanying resolution has been drawn and is submitted for City Council's consideration as required by State Statute. After adoption, the resolution will be forwarded to the Cleveland County District Court.

ACTION NEEDED: Motion to confirm or reject the appointment; and, if confirmed, adopt Resolution No. R-1112-150 and direct the submission thereof to the Cleveland County District Court.

ACTION TAKEN: _____

Attachments: Text File - COMCD Appointment
COMCD Reappointment Resolution

11 RPT-1112-42 SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE CITY MANAGER'S CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Text File Change Order Report
Memo Change Order Lift Station D
Change Order 2 K-0910-34

12 RPT-1112-41 SUBMISSION OF THE PIONEER LIBRARY SYSTEM FYE 2013 ANNUAL BUDGET.

ACTION NEEDED: Motion to acknowledge receipt of the document; and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Letter from Anne Masters
PLS Budget

13 K-1112-129 CONSIDERATION OF AWARDING BID NO. 1112-52, CONTRACT NO. K-1112-129 WITH CENTRAL CONTRACTING SERVICES, INC., IN THE AMOUNT OF $524,273, PERFORMANCE BOND NO. B-1112-47, STATUTORY BOND NO. B-1112-48, AND MAINTENANCE BOND MB-1112-41 FOR THE HALL PARK WATER LINE PROJECT AND THE HALL PARK GREENBELT DRAINAGE PROJECT AND BUDGET APPROPRIATION.

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 $524,273 to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-1112-129, Performance Bond No. B-1112-47 Statutory Bond No. B-1112-48, and Maintenance Bond No. MB-1112-41 and the Norman Utilities Authority as part of the contract to pay subcontractors for equipment and supplies for the Hall Park Water Line Project; authorized the execution of the contract and bonds; and appropriate $86,200 from the Water Fund Balance (031-0000-253.00-00) to Project No. WA0149, Hall Park Water Line Replacement, Construction (031-9683-462.61-01).

ACTION TAKEN: _____

Attachments: Text File K-1112-129
Engineers Estimate 052412
Garver Recommendation to Award
K-1112-129 Signed
Perf B-1112-47 signed
Stat B-1112-48
MB-1112-41
PR Central Contracting

14 K-1112-132 CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1112-53, CONTRACT NO. K-1112-132 WITH ACS PLAYGROUND ADVENTURES, INC., IN THE AMOUNT OF $151,500; PERFORMANCE BOND NO. B-1112-61; STATUTORY BOND NO. B-1112-62, MAINTENANCE BOND NO. MB-0001-65, RESOLUTION NO. R-1112-148 FOR THE MONROE PARK PLAYGROUND EQUIPMENT PROJECT AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1112-53 from ACS Playground Adventures, Inc., for the Monroe Park Playground Equipment Project; and, if accepted, approve Contract No. K-1112-132 in the amount of $151,500 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; adopt Resolution No. R-1112-148; and appropriate $250,000 from the Neighborhood Park Land Fund Balance (052-0000-253.20-00) to Project No. PR0255, Monroe Park Playground Equipment, Construction (052-9543-452.61-01)

ACTION TAKEN: _____

Attachments: Text File Monroe Park
RFP 1112-53 Tabulation
K-1112-132
Perf B-1112-61
Stat B-1112-62
MB-1112-65
R-1112-148
PR ACS
August 16 Special Session Minutes

15 BID-1112-54 CONSIDERATION AND AWARDING OF BID NO. 1112-54 FOR THE PURCHASE OF ONE (1) NEW AND UNUSED COMPRESSED NATURAL GAS 64,000 GVWR TRUCK CHASSIS WITH AN AUTOMATED SIDE LOADER REFUSE BODY FOR THE SANITATION DIVISION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $296,794 less trade-in allowance of $38,000 for a total bid amount of $258,794 to J and R Equipment as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Text File Bid 1112-54
Bid No. 1112-54 Bid Tabulation

16 BID-1112-55 CONSIDERATION AND AWARDING OF BID NO. 1112-55 FOR THE PURCHASE OF ONE (1) NEW AND UNUSED COMPRESSED NATURAL GAS REAR LOADER WITH A 25 CUBIC YARD REAR-LOADER REFUSE BODY FOR THE SANITATION DIVISION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $250,746 less trade-in allowance of $12,000 for a total bid amount of $238,746 to J and R Equipment as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Text File Bid 1112-55
Bid No. 1112-55 Bid Tabulation

17 BID-1112-56 CONSIDERATION AND AWARDING OF BID NO. 1112-56 FOR THE PURCHASE OF ONE (1) NEW AND UNUSED COMPRESSED NATURAL GAS 64,000 GVWR TRUCK CHASSIS WITH ONE (1) 32-35 CUBIC YARD FRONT LOADING REFUSE BODY FOR THE SANITATION DIVISION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $282,699 less trade-in allowance of $24,000 for a total bid price of $258,699 to J and R Equipment as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Text File Bid 1112-56
Bid No. 1112-56 Bid Tabulation

18 COS-1112-7 CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1112-7 FOR TRITTEN ACRES AND ACCEPTANCE OF EASEMENT NO. E-1112-51. (GENERALLY LOCATED AT THE NORTHWEST CORNER OF TECUMSEH ROAD AND 96TH AVENUE N.E.)

ACTION NEEDED: Motion to approve or reject Norman Rural Certificate of Survey No. COS-1112-7 for Tritten Acres; and, if approved, accept Easement No. E-1112-51 and direct the filing of the certificate of survey and easement with the Cleveland County Clerk.

ACTION TAKEN: _____

Attachments: Text File COS Tritten
Tritten Acres Location Map
Tritten Acres COS
Tritten Acres Staff Report
GBC 12-09_Tritten Acres CoS_Comments to PC
GBC App Tritten Acres
5-10-12 PC Minutes - Tritten Acres

19 FP-1011-15 CONSIDERATION OF A FINAL PLAT FOR HIGHLAND VILLAGE ADDITION, SECTION 6, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ONE-HALF MILE NORTH OF ROCK CREEK ROAD AND ONE-QUARTER MILE WEST OF NORTH PORTER AVENUE).

ACTION NEEDED: Motion to approve or reject the final plat for Highland Village Addition, Section 6; and, if approved, accept the public dedications contained within the plat; 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 direct the filing of the final plat.

ACTION TAKEN: _____

Attachments: Text File Highland Village
Location Map - Highland Village 6
Final Plat - Highland Village 6
Staff Report - Highland Hills
Prelim Plat - Highland Village 6
12-9-10 Minutes - Highland Village 6

20 FP-1011-21 CONSIDERATION OF A FINAL PLAT FOR TECUMSEH MEADOWS ADDITION, SECTION 3, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ONE-QUARTER MILE SOUTH OF TECUMSEH ROAD AND ONE-HALF MILE WEST OF NORTH PORTER AVENUE)

ACTION NEEDED: Motion to approve or reject the final plat for Tecumseh Meadows Addition, Section 3; and, if approved, accept the public dedications contained within the plat; 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 $1,255.40 in lieu of park land dedication requirements, and direct the filing of the final plat.

ACTION TAKEN: _____

Attachments: Text File - Final Plat Tecumseh Meadows
Location Map - Tecumseh Meadows 3
Tecumseh Meadows 3 Final Plat
Stf-rept final-plat-Tecumseh Meadows, Sec 3 5-2-11
Tecumseh Meadows 3 Prelim Plat
Tecumseh Meadows FP Minutes

21 GID-1112-96 CONSIDERATION OF THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF $25,350 FROM THE OFFICE OF HOMELAND SECURITY TO BE USED BY THE OFFICE OF EMERGENCY MANAGEMENT TO PURCHASE EQUIPMENT AND TRAINING AIDS FOR CITIZENS CORPS PROGRAM VOLUNTEERS AND THE COMMUNITY AND ADOPTION OF RESOLUTION NO. R-1112-151 APPROPRIATING FUNDS.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $25,350 from the Office of Homeland Security to be used to by the Office of Emergency Management to purchase equipment and training aids for Citizens Corps Program volunteers and the community; and, if accepted, adopt Resolution No. R-1112-151 appropriating funds.

ACTION TAKEN: _____

Attachments: Text File Grant
Listing of Accounts that money should be transferred into
Grant Documents
R-1112-151

22 SC-1112-9

SPECIAL CLAIM NO. SC-1112-9: A CLAIM IN THE REDUCED AMOUNT OF $3,969 SUBMITTED BY THOMAS FARRELL FOR INJURIES RECEIVED FROM HANDCUFFS PLACED BY NORMAN POLICE OFFICERS.

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1112-9; and, if approved, direct payment in the amount of reduced amount of $3,969 contingent upon obtaining a Release and Covenant Not to Sue from Thomas Farrell.

ACTION TAKEN: _____

Attachments: City Clerk Memo Farrell
Letter from Attorney - Farrell

23 LL-1112-15

LIMITED LICENSE NO. LL-1112-15: LIMITED LICENSE TO PLACE FOUR (4) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FIREHOUSE ART CENTER FOR THE MIDSUMMER NIGHT'S FAIR TO BE HELD JULY 13 AND 14, 2012, AT LION'S PARK.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-15 to place four (4) signs within the public rights-of-way pursuant to a request from the Firehouse Art Center for the Midsummer Night's Fair; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Attachments: Text File Limited License
Firehouse Application
Midsummer Nights' Fair license

24 GID 1112-97 CONSIDERATION OF ACCEPTANCE OF A QUITCLAIM DEED FROM THE UNITED STATES ARMY CORPS OF ENGINEERS TO THE CITY OF NORMAN FOR THE ARMY RESERVE CENTER PROPERTY LOCATED AT 1507 WEST LINDSEY STREET TO BE USED BY THE POLICE DEPARTMENT.

ACTION NEEDED: Motion to accept or reject a quitclaim deed from the United States Army Corps of Engineers; and, if accepted, authorize the Mayor to execute all associated documentation related thereto and direct the filing of the deed with the Cleveland County Clerk.

ACTION TAKEN: _____

Attachments: Text File Army Reserve Center
Quitclaim Deed

25 K-1112-111 CONTRACT NO. K-1112-111: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY WITH THE WATER RESEARCH FOUNDATION IN THE AMOUNT OF $50,000 TO PARTICIPATE IN A COLLABORATIVE PROJECT WITH THE CITIES OF LOUISVILLE, KENTUCKY; SAN JOSE, CALIFORNIA; MADISON, WISCONSIN; AND TULSA OKLAHOMA, REGARDING THE TREATMENT OF HEXAVALENT CHROMIUM AND BUDGET APPROPRIATION.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to adopt or reject Contract No. K-1112-111 with the Water Research Foundation in the amount of $50,000; and, if approved, authorize the execution thereof and appropriate $50,000 from the Water Fund Balance (031-0000-253.00-00) to Project No. WA0176, Chromium VI Study, Design (031-9942-462.62-01).

ACTION TAKEN: _____

Attachments: Text File K-1112-111
K-1112-111
Chromium 6 Working Group Meeting

26 K-1112-121 Final

CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-1112-121 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SHAWNEE LIGHTING SYSTEMS, INC., FOR THE ROTARY SPORTS FIELD LIGHTING UPGRADE PROJECT.

ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of $3,437.95 to Shawnee Lighting Systems, Inc.

ACTION TAKEN: _____

Attachments: Text File Final Acceptance K-1112-121
Purchase Order Shawnee Lighting

27 K-1112-123

CONTRACT NO. K-1112-123: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND E.F. JOHNSON COMPANY TO ASSIST IN THE BETA TEST PROGRAM IN A LIVE ENVIRONMENT OF SIX (6) NEW PORTABLE HAND-HELD RADIOS RECENTLY RELEASED ON THE MARKET AT NO COST TO THE CITY.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-123 with E.F. Johnson Company; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: K-1112-123

28 R-1112-149

RESOLUTION NO. R-1112-149: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN EMPLOYEES RETIREMENT SYSTEM PLAN DOCUMENT.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-149.

ACTION TAKEN: _____

Attachments: Text File NERS
R-1112-149 NERS
Exhibit A - NERS Plan Document

29 GID-1112-95 CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE TOTAL AMOUNT OF $48,388.66 REGARDING DERRALD KIZZIA VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2012-00606X.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and if approved, authorize compliance with the Workers' Compensation Order and direct payment of claims in the total amount of $48,388.66 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Text File WCC Kizzia
Court Order
Payment Schedule
Requisitions

30 GID-1112-98 CONSIDERATION OF A RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT VS. THE CITY OF NORMAN, CLEVELAND COUNTY DISTRICT COURT CASE NO. CJ-2010-406, AND OKLAHOMA SUPREME COURT CASE NO. SD-108847 IN THE AMOUNT OF $79,443.70.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize the City Attorney's Office to effectuate the settlement in the amount of $79,443.70.

ACTION TAKEN: _____

Attachments: Letter 4-9-12

Non-Consent Items

31 RPT-1112-34 CONSIDERATION OF ADOPTION OF THE FYE 2013 CITY OF NORMAN PROPOSED OPERATING AND CAPITAL BUDGETS AND THE NORMAN CONVENTION AND VISITORS BUREAU, INC., BUDGET WITH DETAILED ANNUAL PLAN OF WORK.

ACTION NEEDED: Motion to adopt or reject the FYE 2013 City of Norman Budget and the Norman Convention and Visitors Bureau, Inc., Budget with Detailed Annual Plan of Work.

ACTION TAKEN: _____

Attachments: Text File Budget
FY13 Legal Publication
Memo re FYE 2013 Destination Management Plan and Budget
2012 Destination Management Plan
Media Buy Calendar
Sales Department 2012 Action Plan Summary

32 O-1112-31 ORDINANCE NO. O-1112-31: 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 GRANT SPECIAL USE FOR A RECREATIONAL CAMP ON PROPERTY CURRENTLY ZONED A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY, LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, SO AS AND PROVIDING FOR THE SEVERABILITY THEREOF. (4606 EAST ROCK CREEK ROAD)

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-31 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-31 upon Final Reading as a whole.

ACTION TAKEN: _____

Attachments: Text File O-1112-31
O-1112-31 Rock Creek Camp
CampRockCreek Location Map
Rock Creek Camp Plat
Rock Creek Youth Camp Staff Report
Rock Creek Camp Letter
Rock Creek Camp Description
4-12-12 PC Minutes - Rock Creek Camp

33 PP-1112-12 CONSIDERATION OF A PRELIMINARY PLAT FOR INDEPENDENCE VALLEY ADDITION. (GENERALLY LOCATED SOUTH OF CEDAR LANE ROAD ONE-HALF MILE WEST OF 12TH AVENUE S.E.)

ACTION NEEDED: Motion to approve or reject the preliminary plat for Independence Valley Addition.

ACTION TAKEN: _____

Attachments: Text File Independence Valley
Attachment A-Traffic Table
IndependenceValley Location
Independence Valley Prelim Plat
Independence Valley Staff Report
GBC 12-12 Independence Valley Addition - Comments to PC
GBC App Independence Valley
Shaz Investment Group PD 12-13.pdf
5-10-12 PC Minutes - Independence Valley

34 K-1011-148 Amd #1

AMENDMENT NO. ONE TO CONTRACT NO. K-1011-148: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY $3,687,000 TO PROVIDE PRELIMINARY DESIGN, FINAL DESIGN, AND BIDDING SERVICES FOR PHASE 2 OF THE WATER RECLAMATION FACILITY IMPROVEMENTS AND BUDGET APPROPRIATION.

Option 1

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. One to Contract No. K-1011-148 with Garver, LLC; increasing the contract amount by $3,687,000; and, if approved, authorize the execution thereof and appropriate $1,268,300 from the Wastewater Fund Balance (032-0000-253.00-00) to Project No. WW0065, Phase 2 South WRF Improvements, Design (032-9048-432.62-01).

ACTION TAKEN: _____

or

Option 2

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. One to Contract No. K-1011-148 with Garver, LLC; increasing the contract amount by $3,687,000; and, if approved, authorize the execution thereof and appropriate $2,186,400 from the Wastewater Fund Balance (032-0000-253.00-00) to Project No. WW0065, Phase 2 South WRF Improvements, Design (032-9048-432.62-01).

ACTION TAKEN: _____

Attachments: Garver Text File
Amend K-1011-148 Text File
Amendment to K-1011-148
Amend #1 - App. A, Scope
Amend #1 - App. B, Fee Summary
Amend #1 - App. B, Fee By Phase
Amend #1 - Exhibit 1, ER
Funding Summary 041712
Components of the 2001 WWMP 5-31-12

35 R-1112-139 RESOLUTION NO. R-1112-139: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AFFIRMING THE INTENT OF THE COUNCIL TO APPROVE AND ACCEPT A BENEFICIAL INTEREST IN THE TRUST INDENTURE CREATING THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY ("NEDA"), AND REQUESTING THE MAYOR OF THE CITY OF NORMAN, THE BOARD OF DIRECTORS OF THE NORMAN ECONOMIC DEVELOPMENT COALITION AND THE EXECUTIVE COMMITTEE OF THE NORMAN CHAMBER OF COMMERCE TO SUBMIT THEIR NOMINATIONS FOR TRUSTEES IN ACCORDANCE WITH SAID PROPOSED TRUST INDENTURE. (5-08-12 - non-Councilmembers as Trustees))

or alternatively

RESOLUTION NO. R-1112-139: A RESOLUTION ACCEPTING BENEFICIAL INTEREST IN THE TRUST CREATED BY A TRUST INDENTURE CREATING THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY FOR AND ON BEHALF OF THE CITY OF NORMAN, OKLAHOMA, IN ALL RESPECTS IN ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE. (6-07-12 - Councilmembers as Trustees)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-139 dated _____.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject a beneficial interest in the Trust Indenture dated _____ (5-15-12 draft or 6-07-12 draft) creating the Norman Economic Development Authority.

ACTION TAKEN: _____

Attachments: Staff Report submitted on 6-7-12
Resolution Accepting NEDA 6-7-2012
June 7th Trust Indenture - Clean Copy
June 7th Trust Indenture - Annotated
Staff Report submitted on 5-8-12
R-1112-139 NEDA 5-8-12
May 8th Indenture version
May 15th Revised draft indenture
8-4-11 BACA Minutes
9-15-11 BACA Minutes
10-6-11 BACA Minutes
11-3-11 BACA Minutes
12-01-11 BACA Minutes
1-5-12 BACA Minutes
2-2-12 BACA Minutes
3-1-12 BACA Minutes
March 27 Special Session Minutes

36 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.

37 Adjournment

City of Norman, OK

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

Master

File Number: GID-1112-93

File ID:	GID-1112-93	**Type:**	Minutes	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 3	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	05/17/2012
File Name:	Minutes			**Final Action:**	

Title: CONSIDERATION OF THE APPROVAL OF MINUTES AS FOLLOWS

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES OF MAY 3, 2012
COMPRESSED NATURAL GAS FUELING FACILITY GRAND OPENING MINUTES OF MAY 4, 2012
CITY COUNCIL STUDY SESSION MINUTES OF MAY 8, 2012
CITY COUNCIL STUDY SESSION MINUTES OF MAY 22, 2012
CITY COUNCIL MINUTES OF MAY 22, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF MAY 22, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF MAY 22, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MAY 22, 2012
CITY COUNCIL FINANCE COMMITTEE MINUTES OF MAY 23, 2012
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF MAY 23, 2012
CITY COUNCIL PUBLIC FORUM MINUTES OF MAY 29, 2012

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: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 3

Attachments: May 3 BACA Minutes, May 4 CNG Grand Opening Minutes, May 8 SS Minutes, May 22 CC Minutes, May 22 CC Minutes, May 23 Finance Committee minutes, May 23 CPT Minutes, May 29 Public Forum Minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

May 3, 2012

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 3rd day of May 2012, 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 Quinn, Spaulding, and Chairman Ezzell
ABSENT:	Councilmember Lockett
OTHERS PRESENT:	Councilmember Roger Gallagher, Ward One Councilmember Tom Kovach, Ward Two Ms. Megan Benson, interested citizen Mr. Roger Brown, Norman Public Schools Mr. Bill Hickman, Attorney Mr. Tony Tyler, Tyler Outdoor Signs Mr. Don Wood, Norman Economic Development Coalition Executive Director Mr. John Woods, Chamber of Commerce Director
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Director of Planning and Community Development Mr. Terry Floyd, Development Coordinator Ms. Leah Messner, Assistant City Attorney Mr. Shawn O'Leary, Director of Public Works Mr. Wayne Stenis, Planner II Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

CONTINUED DISCUSSION REGARDING ON PREMISE SIGN CODE REGULATIONS AND REGULATIONS AND RELOCATION OF NON-CONFORMING BILLBOARDS.

Ms. Susan Connors, Director of Planning and Community Development, said the Business and Community Affairs Committee (BCAC), in previous meetings, had reviewed language regarding on-premise digital electronic signs. The BCAC had directed Staff to remove language that any illuminated signs be turned off no later than 11:00 p.m. or thirty minutes after close of business. This language, which is also in the current Sign Code will be removed from that as well. She highlighted the proposed regulations as follows:

- Digital signs would only be allowed within commercial and industrial categories as well as certain institutional uses such as schools and churches;
- An individual business would be allowed either a wall sign or a freestanding ground sign;
- In areas utilizing joint use signs, if the joint identification sign were digital, each business within that area could still opt to install a digital wall sign;
- Because of the potential for visual distraction the location of digital signs would be restricted near signalized intersections to be no closer than fifty feet to the edge of the pavement;
- Digital on-premise signs cannot have "visual movement" but must simply project one or more "static" images with a dwell time of twelve seconds;

Item 1, continued:

- Illumination levels will be 5000 NITs in daytime and 300 NITS at night ~~with signs being extinguished within one half hour after the business closes~~;
- Devices must be installed with an adjustment device for ambient light levels and to be able to free the image in case of a malfunction; and
- Due to many businesses being located near residential areas, the ordinance seeks to require a separation of 200 feet between the sign and any nearby residential districts to limit potential impact.

Ms. Connors said Mr. Bill Hickman, attorney, had submitted proposed language to allow non-conforming billboards acquired ("taken") for a road project to be relocated if certain conditions are met. Mr. Hickman requested relocated signs be allowed on any property as long as the property is not zoned for residential use; be no less than 100 feet from a residential structure; no less than 50 feet from any residentially zoned property boundary; not have a surface area larger than the sign that was "taken"; and allow the sign to be upgraded to digital. Ms. Connors said Staff prepared alternate language that is more restrictive and more closely reflects existing off-premise sign language, specifically that the new location site must be zoned C-1, Commercial Zoning District, or I-2, Industrial Zoning District; the sign be 50 feet from a residentially zoned area or 100 feet from a dwelling, the sign cannot be located within 300 feet of a church, school or government facility on the same road; the sign must be the same size and height as the sign which was "taken"; and the sign cannot be converted to a digital electronic sign as that would be a unique monopoly that would not be granted to owners of other non-conforming signs along arterial roads.

Chairman Ezzell asked how many non-conforming signs are in the City of Norman and Ms. Connors said she did not believe there were more than ten. She said only one has ever been removed due to a public road project and she felt that a public road project should continue to be the reason for when signs are taken; however, Mr. Hickman requests language be changed to "any public project." She said if the City changes the language, "public" would need to be defined. She said the University of Oklahoma (OU) could be considered a public entity. She said another concern is who would be responsible for acquiring and purchasing the site for the relocated sign and felt the City should not be responsible. She said Staff has reservations regarding allowing non-conforming signs to be relocated. Chairman Ezzell asked what other concerns Staff had besides who acquires the site and Ms. Connors said the definition of "public." Chairman Ezzell said as this is a City ordinance it would only be applicable to the City and Mr. Jeff Bryant, City Attorney, said Staff wants to ensure that gets clarified. He said if it is a public roadway project, then obviously the City made the decision to move forward on that project; however, if the project is being done by another public entity, such as OU, and is not limited to roadway projects, then problems could arise. Councilmember Kovach suggested substituting public for municipal and Mr. Bryant felt that would work.

Ms. Leah Messner, Assistant City Attorney, said the ordinance needs to clarify where signs can be located and whether or not they could be installed in City rights-of-way. She said it also should clarify whether or not the sign company would be required to find and purchase a site for relocation. Councilmember Kovach said the amended language is addressing the situation on Robinson Street where a billboard was removed by the City due to a roadway project and asked what discussions with the sign company had entailed. Mr. Bryant said the City of Norman owned the property where the sign was located so the City was not required to compensate the sign company, but the sign company sued the City because they wanted compensation or the ability to relocate the sign, which was not allowed by ordinance. Mr. Bryant said the City won the litigation; however, the Oklahoma Department of Transportation (ODOT) became involved in the situation through the Federal Highway Commission and ODOT advised the City that they should compensate the sign company or funding

for the Robinson Street Project could be affected. Mr. Bryant said the sign company had offered to relocate the sign with no compensation but, the sign was non-conforming and the ordinance does not allow relocation. He said if signs are allowed to be relocated, it should be the sign company's responsibility to find a location and purchase or lease the site. He said the broader topic is whether or not the City really wants to go down the path of allowing relocation of non-conforming signs. He said the purpose of having a non-conforming provision in the ordinance is so that when the useful life of the non-conforming sign ends, the sign is removed not to be replaced. Chairman Ezzell said he is inclined to agree with concerns raised by Staff in regards to clarifying and tightening language of whose obligation it is to find another site and what circumstances would trigger that allowance.

Chairman Ezzell asked what concerns would Staff have regarding placing restrictions on where signs could be relocated and would that even be feasible. Ms. Connors said off-premise signs are restricted to certain zoning categories and Mr. Hickman is suggesting adding C-3 and I-1 zoning districts.

Chairman Ezzell asked Mr. Hickman his opinion on discussions and Mr. Hickman said the removal of the sign on Robinson Street was unique in that the sign was on property the City acquired 20 years ago for a roadway project that never occurred. He said, eventually, the sign lease expired, but the sign remained. He said, under most circumstances, the entity acquiring the land for a project would compensate the sign company for removal of the sign or allow relocation of the sign so the sign company felt they should have been compensated in some form. Mr. Bryant said the City compensated them at the urging of ODOT from money left over from the project. Mr. Hickman said he is trying to establish a mechanism in which a sign can be relocated if that scenario happens again. He said ODOT is adding a provision to future roadway projects that allows a billboard acquired as part of a roadway project to be relocated. He said he would also like a more intense level of zoning utilized such as C3 and I-1, which would give sign companies more options for a site.

Chairman Ezzell said Mr. Hickman's language states that the advertising display surface of the relocated signs may not be digital, but if only one-half of the advertising display surface is being relocated, the relocated sign may be upgraded to digital. He asked how one-half of a sign could be relocated and Mr. Hickman said the display surface would be half the size of a normal billboard display surface, which is 350 square feet and would be unique by allowing digital technology.

Chairman Ezzell asked Mr. Hickman's reason for requesting a 30 foot height maximum and Mr. Hickman said it is mainly for flexibility, if needed, in case of high trees, overpass, etc. Chairman Ezzell asked Staff if they had concerns regarding a 30 foot height maximum as well as the half-size size being digital and Ms. Connors said if you allow non-conforming signs to become digital there will be other non-conforming signs companies that will not have the same right so there may be some push back from those sign owners. She said she had not considered the 30 foot issue as she had considered replacing like sign with like sign, but Staff could consider that as discussions move forward.

Councilmember Kovach asked if there would be any review by Council or Staff as to what the final permitted relocation would be. He said his concern is that there would be nearby businesses in I-1 or C-3 that would not want a billboard in their area. Ms. Connors said it would just require a building permit and she urged the Committee to seriously reconsider allowing signs in C-3 as there are only a couple of areas under that zoning and one area is Campus Corner.

Chairman Ezzell asked Mr. Brown, Norman Public Schools, how the on-premise sign amendment would affect the schools and Mr. Brown said the school system has wanted to place digital signs in front of schools for a long time so he fully approves of the on-premise regulations. Ms. Megan Benson, interested citizen, said

she lives across the street from a school and there are several churches in the area as well. She asked the Committee to be aware of safety issues as well as aesthetics. She felt parents would be distracted by the digital signs when picking up their children and felt the original intent of the ordinance was safety oriented to avoid distractions to drivers. She said she believes having flashing, digital signs along busy roadways such as Boyd and Lindsey would be a bigger distraction for the young and elderly drivers trying to read a sign that changes its display every 12 seconds. Chairman Ezzell felt aesthetics are a matter of opinion and, in regards to safety, there had been well vetted studies on the 12 second static time. Ms. Benson said she would be interested in reading those studies and Chairman Ezzell asked Ms. Connors to get copies of the studies to Ms. Benson.

Councilmember Kovach said the intent of grandfathering in businesses and non-conforming signs is that eventually they will go away. He questioned whether or not the Council should even consider the ordinance for non-conforming signs. He said he did not believe this was a direction he would be comfortable in heading.

Councilmember Quinn said he did not like billboards in town and was also concerned about the infiltration of digital signs near residential areas. He said he does like the idea of smaller billboards. Councilmember Gallagher said he was concerned about illumination problems near residential areas as well as proliferation of signs for businesses. Chairman Ezzell said the regulator of the number of digital signs will be expense and he did not believe many small businesses and churches would be able to invest the expense so he did not believe signs would become prolific. Councilmember Gallagher said the University North Park Tax Increment Finance District (UNPTIF) would be a prime example of where digital sign prolifery could be a potential problem. Councilmember Gallagher asked Mr. Hickman if he knew the percentage of digital signs in other communities and Mr. Hickman said approximately 20% of businesses in Oklahoma City have digital signs. He said the largest business using digital signs is Sonic Restaurants.

Chairman Ezzell said he would like on-premise sign regulations to go forward to Council in a Study Session and indefinitely table discussion of non-conforming signs.

Mr. Tony Tyler, Tyler Outdoor Signs, asked if the Committee planned to address allowing digital signs at the tops of buildings. Chairman Ezzell said the Committee could consider that at a later time, but those types of requests could be reviewed on a case by case basis.

Councilmember Kovach asked if the ordinance could require digital signs in residential areas be turned off at a certain time and Ms. Connors said yes, there could be a timeline placed in the ordinance. Mr. Brown said Norman Public Schools would have no problem turning off signs in residential neighborhoods before dusk.

Items submitted for record

1. Memorandum dated May 3, 2012, from Susan Connors, AICP, Director of Planning and Community Development, to Business and Community Affairs Committee, with Exhibit A, On-Premise Electronic Digital Signs – Permits, Plans, Fees, and Inspections, and Exhibit B, Draft Proposed Amendment to City of Norman's Sign Ordinance
2. City of Norman Water and Sewer Connection Fees (as amended 05/11/07)
3. City of Norman Permit Fee Summary for Permits Other Than One and Two-Family Dwellings (For Industrial, Commercial, and Multi-Family Developments)
4. Wastewater System New Development Excise Tax for Residential and Commercial
5. Proposed amendments to Section 18-802 of the Code of Ordinances

Item 2, being:

MISCELLANEOUS DISCUSSION.

Ms. Connors said she had included water and sewer fee schedules with the Committee's agenda for future discussion on incentives for the installation of light emitting diodes (LED) in parking lots and other cost saving items in new construction projects.

The meeting adjourned at 9:55 a.m.

ATTEST:

City Clerk

Mayor

CITY OF NORMAN CNG FUELING FACILITY

GRAND OPENING CEREMONY

2351 Goddard Avenue
Norman, Oklahoma 73069

Friday, May 4, 2012
11:00 a.m. – 1:00 p.m.

Minutes

PRESENT:	Mayor Cindy Rosenthal
CITY STAFF PRESENT:	Steve Lewis, City Manager Shawn O'Leary, Director of Public Works
COUNCILMEMBERS PRESENT:	Councilmember Gallagher Councilmember Griffith Councilmember Quinn Councilmember Kovach
LEGISLATIVE GUESTS:	Senator John Sparks Senator Tom Coburn Representative-Craig Smith Representative Scott Martin Representative Emily Virgin

City Manager, Steve Lewis, opened the ceremony by recognizing distinguished guests in the audience (Councilmembers and Legislators) and welcoming everyone in attendance. Mr. Lewis went on to share the significance of the CNG facility, not only for the City of Norman fleet vehicles, but also to serve the citizens of Norman. Upon completion of his remarks, Mr. Lewis then introduced Mayor Cindy Rosenthal for opening remarks.

Mayor Rosenthal thanked everyone for their attendance and recognized and thanked the Event Sponsors who assisted with the financing of this event (Norman Chamber of Commerce, Chesapeake Energy and Republic Bank and Trust). The Mayor went on to share the history regarding the implementation process of the CNG facility and thanked all the stakeholders and City staff for their hard work and offered congratulations on their success.

She then recognized the key project stakeholders (Association of Central Oklahoma Governments, the U.S. Department of Energy, and the Oklahoma Department of Commerce) who sponsored and supported the City of Norman in this effort. A representative from each organization addressed the audience and shared what their role in this process was and offered their congratulations.

Shawn O'Leary took this opportunity to recognize the Project Team stakeholders who were instrumental in the success of this endeavor. Mr. O'Leary went on to share that this endeavor was a collaborative effort which involved many entities. He also expressed his gratitude and appreciation for all their support.

Mr. O'Leary then recognized Mike White, Fleet Superintendent, and his staff for their dedication to this project and facilitating the implementation thereof. He went on the thank Public Works staff for their assistance with coordinating the grand opening ceremony event.

In closing, formal remarks and recognitions concluded at this time and Mr. Lewis invited the key officials for the Ribbon Cutting Ceremony which took place at the station site of the facility. All attendees were invited to stay for a light lunch and enjoy a tour of the facility.

Event concluded at 1:00 p.m.

ATTEST:

_____ _____

City Clerk Mayor

CITY COUNCIL STUDY SESSION MINUTES
May 8, 2012

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 8th day of May, 2012, 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 Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
ABSENT	None

Item 1, being:

DISCUSSION REGARDING THE FYE 2013 CITY OF NORMAN BUDGET – CAPITAL FUND.

Ms. Linda Price, Revitalization Manager, provided background for the Capital Improvements Plan (CIP) stating the CIP represents the multi-year scheduling of public infrastructure improvements and expansion. She said benefits of adopting a CIP include:

- Offers a vital link between the Comprehensive Plan and the actual construction of public improvements to support the Plan;
- Ensures that plans for community facilities are carried out;
- Improves coordination and scheduling of public improvements that require more than one year to construct;
- Provides an opportunity for residents and community interest groups to participate in decisions that impact their quality of life;
- The CIP acts as a public information document to advise residents of how the City plans to address significant capital needs over the next five (5) years;
- The CIP is a flexible plan that can be altered as conditions, funding, priorities, and regulations change; and
- Each year projects are reassessed for financial feasibility, environmental impact, conformance to previously adopted plans, and priorities from citizen input processes.

The Capital Budget includes the following 14 Funds with fund summaries, project tables, and detailed project forms:

- Special Grants Fund
- Campus Corner TIF Fund
- Westwood Fund
- Water Fund
- Wastewater Fund
- Sewer Maintenance Fund
- New Development Excise Tax Fund
- Sewer Sales Tax Capital Fund
- Sanitation Fund
- Capital Fund
- Park Land and Development Fund
- Hall Park Fund
- University North Park TIF District Fund
- Arterial Road Recoupment Fund

Capital Sales Tax is the largest source of funds for the FYE 2013 Capital Budget at 34.0% or $17,784,874, and next is the General Obligation (GO) Bonds 23.8% or $12,481,721. Other sources of funds for the FYE 2013 Capital Budget include User Fees (19.2%); Sewer Maintenance Rate (6.8%); Tax Increment Financing (4.1%); Sewer Excise Tax (3.8%); Capital Improvement Charge (3.4%); Public Safety Sales Tax

(4.08%); Grant (1.4%); Sewer Replacement Charge (1.1%); and Community Park Fee (0.2%). Expenditures in the Capital Budget total $52,355,227 and are categorized as follows:

▪ Capital Outlay	$ 3,096,988	5.9%
▪ Maintenance of Existing Facilities	$ 492,500	0.9%
▪ Personnel and Services	$ 902,648	1.7%
▪ Street Maintenance	$ 5,415,032	10.3%
▪ Transportation	$ 5,182,179	9.9%
▪ Buildings and Grounds	$ 3,688,797	7.0%
▪ Parks and Recreation	$ 560,000	1.1%
▪ Sanitation	$ 0	0.0%
▪ Stormwater	$ 235,000	0.4%
▪ Wastewater	$27,204,792	52.0%
▪ Water	$ 5,577,291	10.6%
TOTAL	$52,355,227	100.00%

The proposed FYE 2013 Capital Fund Budget is $16,206,802 and the Capital Fund expenditures by category include Capital Outlay, Street Maintenance, Maintenance of Existing Facilities, Other Capital Projects, Salaries and Benefits, Transfers, and Bond Projects.

Since FYE 2009, Staff has updated Council on projects related to intense construction on streets, bridges, signalization, traffic calming, sidewalks, and trails by both the City and Oklahoma Department of Transportation (ODOT). Ms. Price said these projects have a large impact on the public and provided an overview of the status of the 2005 General Obligation (GO) Bond projects as follows:

Proposition 1:
- Duffy Railroad Crossing and Realignment – complete
- Robinson Street Underpass – construction began in June 2010; paving on Robinson Street is close to being completed; paving on Stubbeman Avenue will be done next; and expected completion date is August 2012.

Proposition 2:
- Main Street and 36th Avenue N.W. Signal and Intersection Improvement - complete
- 24th Avenue S.E., Imhoff Road to Lindsey Street widening – complete
- Lindsey Street: Oakhurst Avenue to 24th Avenue S.E. widening – complete
- Main Street: Carter Avenue to 12th Avenue N.E. widening – complete
- Rock Creek Road: Porter Avenue to Queenston Avenue widening – complete
- Jenkins Avenue and Imhoff Road Signal – complete
- Lindsey Street: Jenkins Avenue to Classen Boulevard widening – expected completion date in early summer 2012

Proposition 3:
Rural Road Improvements:
- Post Oak Road: 108th Avenue S.E. to 132nd Avenue S.E. – complete
- 132nd Avenue S.E.: Post Oak Road to Cedar Lane – complete
- Tecumseh Road: 156th Avenue S.E. to 168th Avenue S.E. – complete

Street Maintenance – Urban Asphalt and Urban Concrete:
- Completed

Proposition 4:

- Fire Station 3 relocation – complete

Ms. Price provided a status update for the 2010 G.O. Bond Projects as follows:

Proposition 1:

- Street Maintenance – year one/2011
  - Urban Asphalt Pavement – complete
  - Urban Concrete Pavement – complete
  - Rural Road Reconstruction – complete
  - Road Reconstruction – 35% complete; two remaining locations under contract
- Street Maintenance – year two/2012
  - Urban Asphalt Pavement – 75% complete
  - Urban Concrete Pavement – start construction May 2012
  - Rural Road Reconstruction – 75% complete
  - Road Reconstruction – 50% complete

Proposition 2:

- Outdoor Emergency Warning System – complete

Ms. Price said there are a number of impact projects currently underway and highlighted those projects as follows:

Underway:

- Fire Station No. 9 construction
- Main Street LED Lighting
- Robinson Street Underpass
- Roofs, HVAC and Lighting in Municipal Buildings
- State Highway 9 Pedestrian Signals
- State Highway 9 widening 24th Avenue S.W. to 36th Avenue S.E.
- Lindsey Street: Jenkins Avenue to Classen Boulevard reconstruction
- 60th Avenue N.W.: Tecumseh Road to Indian Hills Road Widening
- Robinson Street: 12th Avenue N.E. Signal and Intersection
- Robinson Street and I-35 N.E. ramp
- Classen Boulevard/Imhoff Street Intersection Improvements and Signalization
- I-35 South – Main Street to Canadian River Bridge (ODOT) – including sound walls
- Porter Avenue: Rock Creek to north of Tecumseh Road gap paving
- Flashing yellow arrow upgrades at 57 intersections

Upcoming:

- Cedar Lane Reconstruction
- Main Street Bridge
- Franklin Road Bridge
- 1-35 Main Street Interchange
- State Highway 9 Widening from 36th Avenue S.E. to 84th Avenue S.E.

Residential area projects include residential street overlay and reconstruction projects; sidewalks; accessibility modifications; new neighborhood park development; and playground equipment upgrades in neighborhood parks. Mr. Shawn O'Leary, Director of Public Works, said 14 sidewalk projects are unfunded; however, Council could designate specific dollars where sidewalks could be added.

Project assumptions included in the FYE 2013 Capital Budget including decreases in costs and postponements are as follows: Use PSST funding for Smalley Center ($1,056,950); postpone Fire apparatus/equipment storage building ($730,000); postpone Bridge Replacement at Franklin Road, ½ mile west of 12th Avenue N.W. ($250,000); postpone Bridge Replacement at Main Street, ½ mile west of 36th Avenue S.W. ($122,000); postpone Rock Creek Road and 12th Avenue N.E. signal for two years ($113,600); postpone Classen Boulevard signals for two years ($200,000); postpone Indian Hills Road signals for 1 year ($200,000); postpone Creston Way drainage improvements for 2 years ($15,000); postpone Asphalt Pavement Maintenance on Robinson Street from 24th Avenue N.E. to 60th Avenue N.E. ($365,000); postpone Asphalt Pavement Maintenance North Base Facility Paving ($120,000); Split Audio/Visual for Chambers into two years ($350,000); reduce community/neighborhood improvements ($50,000); and delete funds for one year for – Traffic Calming ($100,000), Alley Repair Program ($190,000), Greenbelt Acquisition ($50,000), and Concrete Valley Gutter ($75,000).

Proposed new infrastructure projects include:

- Transportation Master Plan - $300,000
- Building C Generator/UPS - $200,000;
- Replacement of Reaves Park Softball Building - $175,000;
- Downtown Parking Lot - $100,000;
- Highway 9 utility relocation – 24th Avenue S.E. to 36th Avenue N.W. - $43,710;
- Highway 9 utility relocation – 36th Avenue N.E. to 72nd Avenue N.E. - $36,169;
- Replacement of Lightning Detection System at three (3) parks - $73,000;
- ODOT audit adjustments - $100,000;
- Replacement of deficient natural gas line at Fleet Division - $15,000;
- Traffic signalization of Tecumseh Road and 48th Avenue N.W. - $20,000; and
- Replacement of vent hood and fire suppression system for Westwood Grille - $10,000

Other projects recommended by the Council Planning and Transportation Committee (CPTC) include: Traffic Calming (non-physical – solar powered speed feedback signs) - $40,000; Porter Avenue sidewalk from Acres Street to Johnson Street (replace 775 feet; replace six ramps, and add two ramps) - $50,000; and Porter Avenue/Acres Street Pedestrian Crossing (design only) - $20,000. Mayor Rosenthal asked if the $20,000 is for the Porter/Acres Pedestrian Crossing was for design only and Ms. Price said yes in order to determine the best solution and present a proposal for Council consideration. Councilmember Dillingham said the May 1, 2012, Study Session discussions regarding the Porter/Acres Pedestrian Crossing was a little unclear about the projected costs of inverse condemnation for the parking spots and the controlled access. She felt a lot more work would need to be done to figure out what that design might even look like before the costs could be determined, but hoped Council could commit to at least repairing the sidewalks along Porter Avenue from Acres Street to Johnson Street because they are in such terrible condition. Councilmember Kovach felt that doing a design only for the Porter and Acres intersection will hold up the construction until 2014, further delaying a very important project. He asked what the estimate would be for doing not only the design but implementing the crossing at Porter and Acres and Mr. O'Leary said there are basically two concepts. The first concept is a signalized pedestrian crosswalk south of the intersection of Acres costing approximately $80,000, and this concept would have a number of impacts on adjacent properties such as closing driveways, which has not been factored into the costs. The second concept is a fully signalized intersection at Porter and Acres for $1 million, also having significant impact on property and/or buildings in the area which would result in property/building acquisitions. Mr. O'Leary said Staff simply does not have information regarding the property impact at this time and felt taking FYE 2013 to properly explore the impact, as well as fine-tuning the costs would be helpful. He said it would also help Staff to gain a sense from the property-owners of their willingness to participate if and when a future project is approved by Council. Councilmember Kovach did not want to spend $20,000 on a design if it

would never be used and Mr. O'Leary said it is Staff's intention to do a concept analysis such as talking to property owners and doing all the footwork that needs to be completed prior to a set of designed plans. Mr. O'Leary said the scoping and exploration of either option can be done by Staff or an outside contractor and requested direction from Council as to whether or not either concept should be done at all. He said a Porter/Acres signalization project may also be eligible for federal funding, thus changing the City's cost share.

Other additional recommended projects would be an additional $557,500 cost and include: Aerial Photographs and Mapping; Bridge Maintenance Program; Police Department Fencing for Generator and Property Custody; New Fire Bay Doors for Fire Stations No. 2 and No. 4; Griffin Park Bleachers; Griffin Park Sprinkler System Improvements; Building C Cashier Area Safety Project; and Police Range Lighting.

Other potential projects could include: sidewalks; west side Library Rehabilitation; I-35/Main Street Interchange Enhancements; Norman 2025 Land Use and Transportation Plan Update; Street Sweepers; Park Projects; Demolition of the Granary and 1 West Gray; Storm Water Projects; and repairs to damaged City buildings and facilities from the April 13, 2012, tornado. Ms. Price said the damages from the tornado total approximately $150,000 to Park facilities and the Municipal Complex.

Other projects included in the Capital Improvements Plan (CIP) include neighborhood park improvements, sidewalk and accessibility projects, and the maintenance of existing facilities, i.e., Police Communications, Council Chambers Audio/Visual Upgrades, HVAC Replacements, Roof Replacements, and Building A Remodel.

Ms. Price highlighted federal funds received between FYE 2007 and 2011, as well as those anticipated for Federal Fiscal Years 2013 through 2016. She said the figures are dependent on the City's readiness points and a lot of budget considerations are dependant upon making sure readiness points are geared up so that the City is able to garner as many federal funds as possible for City projects, thus reducing the City's share.

The GO Bond Funding Proposal, scheduled for a vote on August 28, 2012, has a cost estimate of $89,066,625 with the City share at $42,138,945, and if passed would free up $1,299,500 in FYE 2013. The GO Bond proposal includes many street widening and drainage projects to include:

- 24th Avenue East: Lindsey Street to Robinson Street
- 36th Avenue N.W.: Tecumseh Road to Indian Hills Road
- Cedar Lane: 12th Avenue S.E. – ½ mile east of 24th Avenue S.E.
- 12th Avenue S.E. – Cedar Lane to Highway 9
- Franklin Road Bridge ½ mile west of 12th Avenue N.W.
- Main Street Bridge ½ mile east of 36th Avenue West
- West Lindsey: I-35 to Berry Road roadway and drainage improvements
- Alameda Safety Project

GO Bond funding would provide several advantages, i.e., projects would be supplemented with federal transportation funds, developer fee, and recoupment fee in excess of fifty percent; needs could be met more quickly on major corridors; major storm water improvements could be provided using federal transportation funds; and collaboration with ODOT on I-35 for Lindsey Street project.

Staff said the following projects are on the horizon for Norman:

- State Highway 9 winding from 24th Avenue S.E. to 84th Avenue S.E.
- I-35 ODOT Improvements
- Replacement of waterline on Berry Road from Robinson Street to Lindsey Street
- University North Park transportation projects
- Legacy Park development
- I-35 and Indian Hills interchange
- Pending Storm Water Master Plan projects

Councilmember Dillingham asked Staff whether or not the project assumptions (decreases an/or postponements) would free up monies for other projects and Ms. Price said the projects recommended to be postponed and/or decreased in costs were projects that Staff felt were not as critical and could be easily move out of the 2013 budget. Councilmember Dillingham felt that the City needed to give attention to bridges because they are in terrible shape.

Mayor Rosenthal requested Staff talk more about the potential sidewalk projects and Ms. Price said Staff did not propose a specific dollar amount for sidewalk improvements, but typically funding is depleted every year for the sidewalk improvements program. Mr. O'Leary said in the identified unfunded projects there are currently 14 specific sidewalk projects that various councilmember(s) and/or citizens have requested in excess of $1 million. He said Council could designate specific dollar(s) and sidewalks and/or accessibility details could be added. Mr. O'Leary said the sidewalks would be 100% City funded and would be installed on missing segments/gaps of sidewalk(s) primarily in the older neighborhoods. Councilmember Kovach asked if one of the unfunded projects included the sidewalk gap on Berry Road from Vine Street to Lindsey Street or on the south side of Main Street across from the Norman High School area. Mr. O'Leary said those two particular locations are not currently on the proposed project list and may need to be further discussed by Council. He said new sidewalks are 100% funded by new developments per requirement and the sidewalk gaps in question were developments built prior to 1970. He said some cities with similar situations have started a 50-50 cost share program with those neighborhoods and could be another consideration for Council. Councilmember Gallagher asked about the Sidewalk Participation Program and Mr. O'Leary said most requests come to the City via the homeowner. Mr. O'Leary said the requests come to Staff from a number of different means, i.e., can be generated due to the homeowner's desire and willingness to have a sidewalk repaired or by the Code Enforcement Division because of potential hazards.

Councilmember Kovach asked if a Property Owners Association (POA) could self fund traffic calming for the speed feedback signs if they so choose and Mr. O'Leary said yes, stating that partial funding is an element of the current Traffic Calming Program.

Councilmember Ezzell asked if Staff was currently working on a list of Storm Water Master Plan (SWMP) projects and Mr. O'Leary said there are 60 SWMP projects ranging from million dollar projects to much smaller projects. He requested Council guidance in reference to what scale of project(s) would be envisioned when moving forward with SWMP project recommendations. Mayor Rosenthal said the SWMP includes a prioritized list of storm water project based on a variety of criteria.

Mayor Rosenthal asked about the West Side Library rehabilitation costs and Mr. Anthony Francisco, Finance Director, said Council approved the proposal in anticipation that a portion of the five (5) to ten (10) year lease payment would include approximately $500,000 worth of improvements. Councilmember Gallagher asked Staff if there is a breakdown of what the $500,000 will be used for and Ms. Brenda Hall, City Clerk, said Staff does not have a breakdown at this stage. She said the project team for the West Side

Library Branch has met a couple of times and will meet again on May 22, 2012, with the public forum group in order to gain additional input on the final design. Ms. Hall said the final design should be completed by mid-summer 2012 and Staff will have a better estimate of what the actual cost(s) will be at that time, stating the $500,000 was a maximum cost.

Mayor Rosenthal asked for an update regarding the I-35 and Main Street interchange enhancements and Mr. O'Leary said ODOT has asked the City of Norman to fund a portion of betterments, which has always been the concept, in the amount of $350,000, i.e., improved aesthetics, landscaping, retaining walls, etc. He said the total replacement of the entire I-35 and Main Street interchange will go to bid in October 2012 and construction will begin in January 2013. Mr. O'Leary said ODOT will finish a concept design in July 2012, and has given the City a cost estimate for the betterments. He said Staff will bring an ODOT agreement for Council consideration in the near future. Councilmember Ezzell asked whether ODOT made a decision regarding excess acreage resulting in a new design and Mayor Rosenthal said there has been a number of discussions, but to date no decisions. Mr. O'Leary said the new interchange should be a much smaller footprint than the existing/current interchange and each of the four (4) quadrants will have available real estate/land that will not be used for transportation purposes. He said the question has been what the available real estate/land could be used for, i.e., landscaping, release to private parties, etc. Mayor Rosenthal said the long-term expectation is the City of Norman will be maintaining this interchange right-of-way (ROW); therefore, an annual increase for maintenance will be needed. She said the same scenario will present itself when ODOT constructs the I-35 and Lindsey Street interchange, as well as the I-35 and Highway 9 interchange.

Mr. O'Leary said the entire I-35 interchange improvements corridor program will take five (5) or six (6) years and may not affect FYE 2013. He said the I-35 and Main Street interchange is the first of three I-35 interchanges and ODOT is looking to the City for a commitment regarding the betterments as well as the maintenance of those betterments. Mayor Rosenthal said the Norman Convention and Visitors Bureau (NCVB) advised her that they have been in discussions with the State of Oklahoma Department of Tourism and Recreation about the possibility of a visitor's center along the I-35 corridor, to be located at one of Norman's interchanges.

Councilmember Dillingham asked about the cost(s) for the demolition of the granary and 1 West Gray and Ms. Price said it will cost approximately $125,000 to demolish the granary and $75,000 to demolish 1 West Gray.

Councilmember Kovach asked whether the proposed street sweepers are additional or replacement equipment and Mr. O'Leary said a proposal for three (3) new street sweepers are included in the CIP, but the operational costs are not; therefore, Staff recommended the operational costs be included in the other potential projects operating budget.

Mayor Rosenthal felt Council needed to give Staff direction regarding the "Other Potential Projects" and Councilmember Dillingham felt very strongly about the Porter and Acres Intersection crossing. Councilmember Dillingham said the neighborhood has asked for improvements at the intersection crossing for a long time and again stated that Council should at least commit to sidewalk improvements in the area as well as moving forward in regard to working with the property owners to determine how complex or straight-forward a future project in the area might be. Councilmember Dillingham felt the SWMP projects, sidewalk improvements within the City, and the Norman 2025 LUP update are also top priorities.

Councilmember Kovach said sidewalks and the Norman 2025 LUP update are priorities. He felt that some of the *minor* SWMP projects needed to be programmed and said if a G.O. Bond program is approved by the voters, the savings from those bond projects should go towards SWMP. Mayor Rosenthal agreed the

savings should go towards SWMP projects and requested Staff prioritize the sidewalks around schools and Americans with Disabilities Act (ADA) issues as well as any gap sidewalk areas.

Councilmember Ezzell did not disagree with prioritizing sidewalks and the SWMP projects, but felt the street sweepers are not a top priority since there are alternatives such as hiring private contractors. He said if the City is expending money on the Granary to keep it properly secured it needed to be demolished sooner than later. Mayor Rosenthal agreed that the Granary needed to be demolished if it is costing the City money. She also added that the April 13, 2012, tornado damage to Andrews and Rotary Parks was significant and felt repairs to both parks should be a priority. Councilmember Ezzell asked Staff whether a replanting plan was part of the repair strategy and Mr. Jud Foster, Director of Parks and Recreation, said the City will apply for a tree grant in the amount of $25,000, which should replace approximately 75 trees that were lost during the tornado.

Councilmember Gallagher felt the Griffin Park bleachers were in poor condition and needed to be repaired and Mr. Foster said the bleachers were damaged due to a previous storm, but are not a safety issue. Councilmember Griffith asked if the $58,000 was an accurate figure to repair/replace the Griffin Park bleachers and Staff said yes.

Councilmember Spaulding said he recalled the components of the SWMP kept stressing the pollution coming from the streets and felt the purchase of street sweepers should be a top priority. He also felt the Little Axe Recreation Center should be added to the list of Other Potential Projects because it is need of restrooms, water to disc golf area, and possibly the construction of a pavilion.

Councilmember Lockett agreed the City should take care of what we have and felt the purchase of additional street sweepers, SWMP, and repairs to city buildings, facilities, and parks from the April 13, 2012, tornado should be top priorities. Mayor Rosenthal felt the General Fund is so tight she was not sure whether the purchase of additional street sweepers could and/or should be done at this time. She asked Staff the estimated amount of the damage from the April 13, 2012, tornado, specifically the effect it would have on the Fund Balance and Mr. Francisco said approximately $380,000 has been taken from City reserves for the tornado related expenses.

Mayor Rosenthal requested Staff bring back a refined list of potential projects to the May 22, 2012, Council Conference, and felt that would give Council a better opportunity to look at the I-35 and Main Street interchange enhancement project(s) and cost(s).

Items submitted for the record

1. PowerPoint presentation entitled, "FYE 2013 Capital Improvements Projects Budget and FYE 2014-2017 Capital Improvements Plan (CIP)"

The meeting adjourned at 6:20 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

May 22, 2012

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 22nd day of May, 2012, 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 Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
ABSENT:	None

Item 1, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1112-56: WITH RON WALTERS CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY $37,383.80 FOR THE FIREHOUSE ART CENTER IMPROVEMENTS PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

Mr. Jud Foster, Director of Parks and Recreation, said the Firehouse Art Center Improvement Project included replacing the store front entry on the west side of the building, re-roofing the entire building, and replacing the existing exterior vinyl siding with new Hardie System cement fiberboard siding. Based on previous projects, Staff expected to find water damage, but did not know the extent of that damage. In preparing specifications for the project, an add-alternate was included that called for a per square foot price to repair any water damage to the building framing, sheathing, and/or interior surfaces. Using an add-alternate allowed the flexibility to make necessary repairs based on the agreed upon change in the scope of work with the contractor. As anticipated, water damage was found on all sides of the building and Staff agreed that the Contractor should continue with the project and wait until all the damage had been uncovered before requesting a single payment for additional work. Contract No. K-1112-56 for exterior repairs was awarded to Ron Walters Construction Company in the amount of $84,942. Change Order No. One covers additional costs due to water damage in the amount of $37,383.80 for a total contract amount of $122,326.40.

Items submitted for the record

1. Text File No. K-1112-56, Change Order No. One, dated April 24, 2012, by Suzanne Terry, Program Coordinator
2. Change Order No. One to Contract No. K-1112-56
3. Request for change order from Ron Walters Construction Services, Inc.

Item 2, being:

CONTINUED DISCUSSION REGARDING THE FYE 2013 CITY OF NORMAN BUDGET – CAPITAL FUND.

Ms. Linda Price, Revitalization Manager, said Council had requested recommendations from Staff on additional projects for the FYE 2013 Capital Budget not-to-exceed a total cost of $1,100,000. She said Staff project recommendations are as follows:

▪ Repairs to damaged parks and City buildings from April 13 tornado	$150,000
▪ Bridge Maintenance program	$150,000
▪ Demolition of Granary north of Acres and west of the railroad tracks	$125,000
▪ Aerial photographs (regional fly over every 2-3 years)	$100,000
▪ Sidewalks	$100,000

Item 2 continued;

- I-35/Main Street Interchange Enhancements (first year of a three year program) $100,000
- Parking lot expansion at Griffin Park $ 85,000
- Griffin park bleacher replacement $ 58,000
- Replant a portion of landscaping in medians on Highway 77 and Main Street $ 50,000
- Treasury Area Safety Project $ 30,000
- Griffin Park Irrigation System Improvements $ 25,000
- Replace fire bay door for Fire Stations 2 and 4 $ 12,000
- Installation of a new water fountain at Little Axe $ 2,500

Ms. Price said proposed sidewalk project locations include 24th Avenue N.W. - Robinson Street to University North Park (UNP) shopping area; Brooks Street from Jenkins Avenue to Classen Boulevard; a gap on 48th Avenue S.W. in front of 535 48th Avenue S.W.; and Elmwood Avenue – Brookside Drive to Pickard Avenue. She said all sidewalk projects would improve connectivity and provide safe access to shopping and/or schools. Councilmember Kovach asked why sidewalks were being considered near the UNP shopping areas and not schools. Ms. Price said the City had agreed to place the Legacy Trail sidewalk on the east side and no sidewalk on the west side; however, there is a bus stop on the west side making it problematic for pedestrians walking and those in wheelchairs traveling from the bus stop to the shopping areas. She said there is money already set aside for school sidewalks and Staff felt these locations where sidewalk gaps exist should be considered. Councilmember Kovach said he would rather spend money on sidewalks near schools rather than on Brooks Street from Jenkins Avenue to Classen Boulevard. He felt having sidewalks for elementary school children is more important for their safety. Councilmember Gallagher said, in the vicinity of elementary schools, some of the sidewalks are so badly deteriorated they cease to be sidewalks and asked how far from the schools Staff looks at sidewalks. He agreed with Councilmember Kovach that the emphasis should be schools. Mr. Shawn O'Leary, Director of Public Works, said there is a program for replacement of existing sidewalks. Councilmember Kovach said he would like more sidewalks rather than replanting landscaping of medians on Highway 77 and Main Street. Mayor Rosenthal felt that Staff had done a good job putting together projects, but was agreeable to Council meeting about sidewalk project priorities if that was the consensus.

Councilmember Ezzell said Mr. Steve Lewis, City Manager, had stated earlier in the meeting that the sidewalk project on 48th Avenue S.W. was removed from the list and replaced with Elmwood Drive from Brookside Drive to Pickard Avenue. He said the property at 535 48th Avenue S.W. has a path worn across the ground because people walk from sidewalk to sidewalk making it look like a cattle path. He said a number of people walk that street and he is concerned that the project was dropped off the list. Councilmember Kovach suggested using half of the landscaping money for the 48th Avenue S.W. project and placing the project back on the list. Mayor Rosenthal suggested Staff look at that option as a possible trade and refine the list.

Councilmember Kovach said he is supportive of Griffin Park improvements, but the City has owned Ruby Grant Park for many years and asked why no money is being put into Ruby Grant. Mr. Jud Foster, Director of Parks and Recreation, said the Griffin Park projects are addressing ongoing, existing problems of immediate need. He said Staff has applied for grant money for trails to begin a trail project in Ruby Grant Park and had planned to open the park once there is a funding stream. Mayor Rosenthal said construction of a trail for the circumference of Ruby Grant Park was estimated at over $1 million. Mr. James Briggs, Park Planner, said trail grants are usually only a few thousand dollars maximum so trails in Ruby Grant Park will be done a little at a time. Mr. Foster said a trail grant would allow for construction in a small area in the northwest corner of the park as a beginning. Councilmember Kovach said he would like to see some effort made to turn the vacant land into a park.

Item 2 continued;

Councilmember Gallagher asked which part of Highway 77 needed re-landscaping and Mr. Foster said the medians north of Flood Avenue and south of Highway 9. He said this project would fill in the gaps where plants have died, not replant the entire medians. Councilmember Gallagher asked if the City was responsible for maintaining grass along the curb on Highway 77 and Mr. Foster said yes. Councilmember Gallagher felt edging along the curbs would be an improvement as grass is growing onto the roadway.

Councilmember Gallagher asked who would do the aerial photography and who would pay for the service. Ms. Susan Connors, Director of Planning and Community Development, said the City collaborates regionally with other cities to hire a flying consultant every two to three years.

Mr. O'Leary said the Oklahoma Department of Transportation (ODOT) is moving forward with widening of I-35 to six lanes and replacing the existing cloverleaf interchange at I-35 and Main Street with a Single Point Urban Interchange in 2012/2013. He said the proposed $100,000 put aside in the Capital Budget for portions of the project will not be enough to pay for the project, but Staff wanted to get the project on the list. He said during discussions with ODOT, the City requested interstate enhancements or "betterments" where possible. Some of the betterments include overhead lighting; fencing; sidewalks; trails; and enhanced concrete bridge elements.

Mr. O'Leary said in 2008, Council appointed a citizen committee to work closely with Oklahoma Art in Public Places, a State agency that assists in the public art process throughout the State. He said the committee was tasked with developing a thematic approach to five new bridges and two retrofit bridges in Norman as well as another new bridge at I-35 and Highway 9 West, just south of Norman. He said each bridge was to have a theme that relates to the history and geography of that particular area of Norman with aesthetics consistent with that theme. He said bridge themes include Prairie at I-35/Highway 77 Interchange; Tecumseh and the Shawnee on Tecumseh Road; Horses in Motion on Rock Creek Road; Railroad on Robinson Street; the Oklahoma Land Run of 1889 at Main Street; University of Oklahoma at Lindsey Street; Lake Thunderbird at Highway 9 East; and Agriculture at Highway 9 West.

Mr. O'Leary said "betterments" are better features such as decorative fencing, wider sidewalks, and decorative street lighting. He said betterments cost more, but are more aesthetic and provide better safety features. Councilmember Kovach asked if light emitting diode (LED) lighting will be used for street lights and Mr. O'Leary said yes, that is one of the betterment options. He said ODOT will pay for features on the main structures, but the City will have to pay for upgraded decorative features, landscaping, additional drainage systems, and irrigation systems. He said the I-35/Main Street Interchange Project betterment costs are estimated at $350,000. He said ODOT is requesting the City maintain the betterments on all of the projects, which is something the City does not normally do as there is usually no landscaping on bridge projects. He said landscaping along interstates is maintained by the State. He said this will be the first time the City of Norman would be entering into such an agreement and maintenance would probably fall under the responsibility of the Parks and Recreation Maintenance Division.

Councilmember Kovach said the City needs to have a policy on xeriscaping. He said the City encourages citizens to use low impact, low maintenance, drought resistant landscaping and the City should follow suit. He said he would like to see that in the contract and Mr. O'Leary said that could be done. Mayor Rosenthal felt the bridge projects are a "front door" of the Norman community and need to have better features than concrete, but agreed that future maintenance costs need to be minimized. She said ODOT has already made some changes at the City's request to save costs. Councilmember Dillingham said this is an opportunity for the City to take the lead in demonstrating to the citizens what xeriscaping can look like and possibly place information on the website regarding what types of plants and trees citizens can plant. Councilmember Kovach said this would be a great opportunity to have a welcome sign as well. Mr. O'Leary said a welcome sign could integrate with the wayfinding process Council will be discussing in tonight's regular Council meeting.

Item 2, continued:

Mr. Terry Floyd, Development Coordinator, said in its May 8th meeting, Council had requested Staff provide a list of sites and costs for a temporary eastside library branch. He said City Staff worked with Pioneer Library Systems Staff and the Norman Public Library Board to develop criteria for a potential eastside location that consisted of benefits and challenges to various sites such as the number of users that could be served; parking; access to a building where limited library programs could be conducted; accessibility for users via public transportation or bicycles; available utilities for the site; and the ability to monitor a 24 hour automated library machine. Mr. Floyd said Pioneer Library Board will discuss purchasing an automated library machine in their May 29th meeting. He said the automated machine would require internet connection and 120 volt power.

Mr. Floyd said potential sites include Irving Recreational Center/Irving Middle School; Fire Station No. 6; storefront at 24th Avenue S.E. and Lindsey Street; and Ronald Reagan Elementary School. He highlighted the benefits and challenges to each site as well as preliminary costs.

Mr. Floyd said the Norman Public Library Board supports Irving Recreation Center as the best possible site and the Norman Public School System is very supportive as well. Councilmember Quinn said he had heard that Irving Recreation Center is the central location for most library cardholders and Mr. Floyd said demographics do confirm that. He said the location also has several established amenities. Councilmember Quinn said traffic patterns at Ronald Reagan have yet to be established and the City would need to make sure a library site at that location would not be an impediment to changes the school system may need to make.

Items submitted for the record

1. Recommended Additional Projects, Proposed Sidewalks, and New Projects
2. Memorandum dated May 17, 2012, from Shawn O'Leary, Director of Public Works, to Honorable Mayor and Councilmembers, with Norman I-35 Corridor Widening Project
3. Memorandum dated May 18, 2012, from Terry Floyd, Development Coordinator, to City Council
4. PowerPoint presentation entitled, "Temporary East Side Library Service Point," Norman City Council Study Session, May 22, 2012
5. E-mail dated May 21, 2012, from Simm Rudnick, Pioneer Library System, to Brenda Hall, City Clerk

The meeting adjourned at 6:28 p.m.

ATTEST:

City Clerk

Mayor

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

May 22, 2012

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 22nd day of May, 2012, 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 Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
ABSENT:	None

The Pledge of Allegiance was led by Mayor Rosenthal.

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Item 3, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 4 through Item 21 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Spaulding; and the question being upon the placement on the consent docket by unanimous vote of Item 4 through Item 21, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Item 4 through Item 21 were placed on the consent docket by unanimous vote.

* * * * *

Item 4, being:

APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL PUBLIC FORUM MINUTES OF MARCH 15, 2012
CITY COUNCIL STUDY SESSION MINUTES OF APRIL 17, 2012
CITY COUNCIL PUBLIC FORUM MINUTES OF APRIL 17, 2012
CITY COUNCIL FINANCE COMMITTEE MINUTES OF APRIL 25, 2012
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF APRIL 25, 2012
CITY COUNCIL STUDY SESSION MINUTES OF MAY 1, 2012
JOINT OVERSIGHT COMMITTEE/NORMAN ELECTION COMMISSION MINUTES OF MAY 2, 2012
CITY COUNCIL MINUTES OF MAY 8, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF MAY 8, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF MAY 8, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MAY 8, 2012
CITY COUNCIL STUDY SESSION MINUTES OF MAY 15, 2012

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 Quinn;

Item 4, continued:

Items submitted for the record

1. Text File No. GID-1112-88 dated May 22, 2012, by Brenda Hall, City Clerk
2. City Council Public Forum minutes of March 15, 2012
3. City Council Study Session minutes of April 17, 2012
4. City Council Public Forum minutes of April 17, 2012
5. City Council Finance Committee minutes of April 25, 2012
6. City Council Community Planning and Transportation Committee minutes of April 25, 2012
7. City Council Study Session minutes of May 1, 2012
8. Joint Oversight Committee/Norman Election Commission minutes of May 2, 2012
9. City Council minutes of May 8, 2012
10. Norman Utilities Authority minutes of May 8, 2012
11. Norman Municipal Authority minutes of May 8, 2012
12. Norman Tax Increment Finance Authority minutes of May 8, 2012
13. City Council Study Session minutes of May 15, 2012

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

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

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

* * * * *

Item 5, being:

ORDINANCE NO. O-1112-31 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 GRANT SPECIAL USE FOR A RECREATIONAL CAMP ON PROPERTY CURRENTLY ZONED A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY, LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, SO AS AND PROVIDING FOR THE SEVERABILITY THEREOF. (4606 EAST ROCK CREEK ROAD)

Councilmember Kovach moved that the ordinance be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. O-1112-31 dated February 8, 2012, from Susan Connors, Director of Planning and Community Development
2. Ordinance No. O-1112-31
3. Plat of survey
4. Staff Report dated April 12, 2012, recommending approval
5. Letter dated February 6, 2012, from Sean Paul Rieger, Attorney at Law – Architect, to City of Norman Planning Department
6. Rock Creek Youth Camp description
7. Pertinent excerpts from Planning Commission minutes of April 12, 2012

and the question being upon the Introduction and adoption of the ordinance upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the ordinance was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 6, being:

CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BICYCLE ADVISORY COMMITTEE
TERM: 05-22-12 TO 02-13-14: LEE KRUMHOLZ, 832 SOUTH LAHOMA AVENUE
TERM: 05-22-12 TO 02-13-13: STEVEN VASILOFF, 1200 BEVERLY HILLS STREET

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. TWO
TERM: 05-22-12 TO 04-10-15: JANESE COX, 2720 CIMARRON DRIVE
TERM: 04-10-12 TO 04-10-15: GAIL POOLE, 705 TIFFIN AVENUE
TERM: 04-10-12 TO 04-10-15: JOE SIANO, 131 SOUTH FLOOD AVENUE

LIBRARY BOARD
TERM: 05-22-12 TO 05-01-15: TOM COOPER, 1316 CHERRY LAUREL DRIVE
TERM: 05-22-12 TO 05-01-15: BRENT SYKES, 3209 RIVERWALK DRIVE
TERM: 05-22-12 TO 05-01-15: LINDA FORD, 3514 SHADOW STREET

NORMAN REGIONAL HOSPITAL AUTHORITY
TERM: 05-22-12 TO 10-31-14: ELIZABETH GUNN, 1007 LINCOLN GREEN

TREE BOARD
TERM: 05-14-12 TO 05-14-15: DON MENZIE, 4202 BRIARCREST DRIVE
TERM: 05-14-12 TO 05-14-15: SONJA PULVINO, 2720 POPLAR LANE
TERM: 05-22-12 TO 05-14-15: SUSAN GRISSO, 607 MORNINGSIDE DRIVE

Councilmember Kovach moved that the appointments be confirmed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File AP-1112-21 dated May 14, 2012

and the question being upon confirming the appointments, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the appointments were confirmed.

* * * * *

Item 7, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF APRIL 30, 2012, 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 Quinn;

Items submitted for the record
1. Text File No. RPT-1112-36 dated May 7, 2012, by Anthony Francisco, Director of Finance
2. Finance Director's Investment Report of April 30, 2012

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:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

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

* * * * *

Item 8, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF APRIL, 2012, 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 Quinn;

Items submitted for the record
1. Text File No. RPT-1112-37 dated May 7, 2012, by Carol Coles, Administrative Assistant
2. Monthly Departmental Reports for the month of April, 2012

Participants in discussion
1. Mr. Jeff Bryant, City Attorney

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

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

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

* * * * *

Item 9, being:

CONSIDERATION OF CONSENT TO ENCROACHMENT NO. 1112-9 IN LOT 1, BLOCK 2, BROCE INDUSTRIAL PARK, SECTION 3 (3405 AND 3213 BART CONNOR DRIVE) AND ACCEPTANCE OF EASEMENT NO. E-1112-50.

Councilmember Kovach moved that Consent to Encroachment No. EN-1112-9 be approved, Easement No. E-1112-50 be accepted, and the filing of the consent to encroachment and the easement with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. EN-1112-9 dated May 8, 2012, by Leah Messner, Assistant City Attorney
2. Consent to Encroachment No. EN-1112-9
3. Easement No. E-1112-50 with Exhibit "A", location map and legal description
4. Memorandum dated January 31, 2012, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Doug Koscinski, Current Planning Manager; Ken Danner, Subdivision Manager; and Ken Komiske, Director of Utilities
5. Letter dated January 25, 2012, from Richard Marcus, Manager, Western Skies Real Estate Investment and Development, to Ken Danner, City of Norman, with attached surveys
6. Memorandum dated February 28, 2012, from Jim Speck, Capital Projects Engineer, to Brenda Hall, City Clerk
7. Memorandum dated February 29, 2012, from Ken Danner, Subdivision Development Manager, to Leah Messner, Assistant City Attorney
8. Email dated February 6, 2012, from Terri L. Hayes, AT&T, to Drew Norlin, Assistant Development Coordinator
9. Letter dated February 9, 2012, from Timothy J. Bailey, Right-of-Way Agent, Oklahoma Gas and Electric Services, to Ken Danner, Development Coordinator
10. Email dated February 13, 2012, from Thad Peterson, Supervisor of Engineering Services, Oklahoma Electric Cooperative, to Ken Danner
11. Letter dated February 27, 2012, from Jodie Finney, Right-of-Way, Cox Communications, to Ken Danner and Drew Norlin
12. Letter of No Objection dated February 16, 2012, from Shannon Davis, Oklahoma Natural Gas Company, to Mr. Norlin or Mr. Danner

Item 9, continued:

and the question being upon approving Consent to Encroachment No. EN-1112-9 and upon the subsequent acceptance and directive, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Consent to Encroachment No. EN-1112-9 approved; Easement No. E-1112-50 was accepted and the filing of the consent to encroachment and the easement with the Cleveland County Clerk was directed.

* * * * *

Item 10, being:

CONSIDERATION OF ALLOWING THE REVITALIZATION DIVISION TO PROCESS APPLICATIONS FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM, THE RENAMED AND AMENDED EMERGENCY SHELTER GRANT PROGRAM, FOR THE HOMELESS FROM QUALIFYING AGENCIES TO BE SUBMITTED TO THE OKLAHOMA DEPARTMENT OF COMMERCE.

Councilmember Kovach moved that the processing of applications from qualifying agencies by the Revitalization Division for the Emergency Solutions Grant Program, the renamed and amended Emergency Shelter Grant Program, for the Homeless be approved; the submission of the City of Norman Applications for the Emergency Solutions Grant Program for the Homeless be directed to ODOC, and upon approval from ODOC, the Mayor be authorized to sign any documentation related to the grant application process contingent upon the City Attorney's approval, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. GID-1112-90 dated May 11, 2012, by Linda Price, Revitalization Manager

and the question being upon approving the processing of applications from qualifying agencies by the Revitalization Division for the Emergency Solutions Grant Program, the renamed and amended Emergency Shelter Grant Program, for the Homeless and upon the subsequent directive and authorization, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the processing of applications from qualifying agencies by the Revitalization Division for the Emergency Solutions Grant Program, the renamed and amended Emergency Shelter Grant Program, for the Homeless approved; the submission of the City of Norman Applications for the Emergency Shelter Grant Program for the Homeless was directed to ODOC and the Mayor was authorized to sign any documentation related to the grant application process contingent upon the City Attorney's approval.

* * * * *

Item 11, being:

LIMITED LICENSE NO. LL-1112-14: LIMITED LICENSE TO PLACE NINE (9) "DESIGNATE NORMAN" GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

Councilmember Kovach moved that Limited License No. LL-1112-14 to place nine (9) "DESIGNATE NORMAN" ground banners within the public rights-of-way pursuant to a request from the United Way of Norman be approved and the issuance thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. LL-1112-14 dated May 14, 2012, by Wayne Stenis, Planner II
2. Letter dated May 8, 2012, from Candice Jones, Vice-President, Resource Development, United Way of Norman, to Ellen Usry
3. Application for Limited License dated May 8, 2012, from United Way of Norman for nine vinyl banners with attached list of locations
4. Limited License No. LL-1112-14

and the question being upon approving Limited License No. LL-1112-14 to place nine (9) "DESIGNATE NORMAN" ground banners within the public rights-of-way pursuant to a request from United Way of Norman and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Limited License No. LL-1112-14 to place nine (9) "DESIGNATE NORMAN" ground banners within the public rights-of-way pursuant to a request from United Way of Norman approved; and the issuance thereof was authorized.

* * * * *

Item 12, being:

AMENDMENT NO. FOUR TO CONTRACT NO. K-0405-131: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND POE AND ASSOCIATES, INC., INCREASING THE CONTRACT AMOUNT BY $30,000 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE EAST LINDSEY STREET WIDENING PROJECT BETWEEN LINCOLN BOULEVARD TO THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY (BNSF) RAILROAD TRACKS.

Councilmember Kovach moved that Amendment No. Four to Contract No. K-0405-131 with Poe and Associates, Inc., increasing the contract amount by $30,000 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-0405-131, Amendment No. Four, dated May 9, 2012, by Scott Sturtz, Capital Projects Engineer
2. Amendment No. Four to Contract No. K-0405-131 with Attachment A1, Compensation
3. Purchase Requisition No. 0000200819 dated May 7, 2012, in the amount of $30,000 to Poe and Associates, Inc.

Participants in discussion
1. Mr. Scott Sturtz, Capital Projects Engineer

and the question being upon approving Amendment No. Four to Contract No. K-0405-131 with Poe and Associates, Inc., increasing the contract amount by $30,000 and upon the subsequent authorization, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Amendment No. Four to Contract No. K-0405-131 with Poe and Associates, Inc., increasing the contract amount by $30,000 approved; and the execution thereof was authorized.

* * * * *

Item 13, being:

CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-0910-134 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PINNACLE MAPPING TECHNOLOGIES, INC., AND THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) FOR AERIAL PHOTOGRAPHY AND PLANIMETRIC MAPPING.

Councilmember Kovach moved that the project be accepted and final payment in the amount of $14,962.50 to Pinnacle Mapping Technologies, Inc., be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-0910-134, Final, dated May 2, 2012, by Joyce Green, GIS Services Manager
2. Invoice No. 25718 dated August 31, 2011, from Pinnacle Mapping Technologies, Inc., in the amount of $59,850 subtracting payments totaling $44,887.50 leaving a balance of $14,962.50

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

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the project accepted; and final payment in the amount of $14,962.50 to Pinnacle Mapping Technologies, Inc., was directed.

* * * * *

Item 14, being:

CONSIDERATION OF FINAL ACCEPTANCE AND PAYMENT OF CONTRACT NO. K-1011-149 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND WEATHERPROOFING TECHNOLOGIES, INC., (WTI) FOR THE MECHANICAL RENOVATION PROJECT AT THE NORMAN PUBLIC LIBRARY AND MUNICIPAL BUILDING B A/K/A POLICE DEPARTMENT AND MUNICIPAL COURT.

Councilmember Kovach moved that the project be accepted and final payment in the amount of $437,500 to Weatherproofing Technologies, Inc., be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-1011-149, Final, dated May 16, 2012, by Matthew Smith, Facility Maintenance Superintendent
2. Purchase Order No. 201970 dated May 25, 2011, to Weatherproofing Technologies, Inc., in the amount of $1,750,000 subtracting payments totaling $1,312,500 leaving a balance due of $437,500

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

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the project accepted; and final payment in the amount of $437,500 to Weatherproofing Technologies, Inc., was directed.

* * * * *

Item 15, being:

CHANGE ORDER NO. ONE TO CONTRACT NO. K-1112-56: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RON WALTERS CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY $37,383.80 FOR THE FIREHOUSE ART CENTER IMPROVEMENTS PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

Councilmember Kovach moved that Change Order No. One to Contract No. K-1112-56 with Ron Walters Construction Company increasing the contract amount by $37,383.80 be approved; the execution thereof be authorized; the project be accepted; and final payment in the amount of $22,148.43 to Ron Walters Construction Company be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-1112-56, Change Order No. One, dated April 24, 2012, by Jud Foster, Director of Parks and Recreation
2. Change Order No. One to Contract No. K-1112-56

and the question being upon approving Change Order No. One to Contract No. K-1112-56 with Ron Walters Construction Company increasing the contract amount by $37,383.80 and upon the subsequent authorization, acceptance, and directive, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Change Order No. One to Contract No. K-1112-56 with Ron Walters Construction Company increasing the contract amount by $37,383.80 approved; the execution thereof was authorized, the project was accepted, and final payment in the amount of $22,148.43 to Ron Walters Construction Company was directed.

* * * * *

Item 16, being:

CONTRACT NO. K-1112-130: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND C.H. GUERNSEY AND COMPANY IN THE AMOUNT OF $40,000 FOR A SIGNAGE AND WAYFINDING PLAN FOR THE CITY OF NORMAN AND BUDGET APPROPRIATION.

Councilmember Kovach moved that Contract No. K-1112-130 with C.H. Guernsey and Company in the amount of $40,000 be approved, the execution thereof be authorized, and $40,000 be appropriated from the Capital Fund Balance (050-0000-253.20-00), to Project No. TR0244, Wayfinding Project, Design (050-9688-431.62-01), which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-1112-130 dated April 30, 2012, by David Riesland, Assistant Traffic Engineer
2. Contract No. K-1112-130 with Attachment A, Scope of Work; Attachment B, Schedule; Attachment C, Compensation; and Attachment D, Owner's Responsibilities
3. Contract No. K-1112-105

Participants in discussion
1. Mr. Jim Stanley, 3922 Pine Tree Circle, asked questions
2. Mr. Angelo Lombardo, Traffic Engineer
3. Mr. Bobby Stevens, Post Office Box 6226, asked questions
4. Mr. Fred Pope, 1501 Navajo Road, made comments
5. Mr. Andrew Blunck, 1638 Cruce Street, asked questions

and the question being upon approving Contract No. K-1112-130 with C.H. Guernsey and Company in the amount of $40,000 and upon the subsequent authorization and appropriation, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

Item 16, continued:

The Mayor declared the motion carried and Contract No K-1112-130 with C.H. Guernsey and Company in the amount of $40,000 approved; the execution thereof was authorized and $40,000 was appropriated from the Capital Fund Balance (050-0000-253.20-00), to Project No. TR0244, Wayfinding Project, Design (050-9688-431.62-01).

* * * * *

Item 17, being:

CONTRACT NO. K-1112-131: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114F(303)AG, STATE JOB NO. 29011(04) FOR THE FLASHING YELLOW ARROW UPGRADES AT 57 INTERSECTIONS AND ADOPTION OF RESOLUTION NO. R-1112-136.

Councilmember Kovach moved that Contract No. K-1112-131 with the Oklahoma Department of Transportation be approved, Resolution No. R-1112-136 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. K-1112-131 Dated April 30, 2012, from David Riesland, Assistant Traffic Engineer
2. Contract No. K-1112-131
3. Resolution No. R-1112-136
4. Location map

Participants in discussion
1. Mr. Angelo Lombardo, Traffic Engineer

and the question being upon approving Contract No. K-1112-131 with the Oklahoma Department of Transportation and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and Contract No. K-1112-131 with the Oklahoma Department of Transportation approved; Resolution No. R-1112-136 was adopted and the execution of the contract and resolution was authorized.

* * * * *

Item 18, being:

RESOLUTION NO. R-1112-137: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING $17,625 FROM THE RISK MANAGEMENT FUND REIMBURSEMENT/REFUND MISCELLANEOUS ACCOUNT TO BE USED TO REPLACE A DAMAGED FOOTING, LIGHT POLE, AND LUMINAIRE ON INTERSTATE 35 NEAR TECUMSEH ROAD.

Councilmember Kovach moved that Resolution No. R-1112-137 be adopted, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. R-1112-137 dated April 30, 2012, by David Riesland, Assistant Traffic Engineer
2. Resolution No. R-1112-137
3. Photographs of damages dated November 9, 2011
4. Official Oklahoma Traffic Collision Report No. AR01298-11 dated August 16, 2011
5. Tabulation of Quotes dated December 9, 2011, to remove and replace barrier wall and light pole on I-35 at Tecumseh on ramp to I-35
6. Quote dated November 21, 2011, from David N. Willis, President, Traffic & Lighting Systems, L.L.C., to Jim Argo, City of Norman, in the amount of $45,000
7. Email Quote dated November 15, 2011, from Len Scantling, Executive Vice President, Midstate Traffic Control, to Brian McNabb, Traffic Control Division

Item 18, continued:

and the question being upon adopting Resolution No. R-1112-137, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1112-137 was adopted.

* * * * *

Item 19, being:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $27,646.01 REGARDING HUGH L. CRAWFORD VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2011-11740K.

Councilmember Kovach moved that the City Attorney's recommendation be approved, compliance with the Workers' Compensation Court Order be authorized, and payment of claims in the amount of $27,646.01 which will constitute judgment against the City of Norman be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. GID-1112-87 dated May 1, 2012, by Jeanne Snider, Assistant City Attorney with attached payment table
2. Workers' Compensation Court Order No. WCC 2011-1174K filed April 27, 2012
3. Purchase Requisition No. 0000200575 dated May 1, 2012, in the amount of $11,789.50 to Hugh L. Crawford and William E. Woodson
4. Purchase Requisition No. 0000200577 dated May 1, 2012, in the amount of $532.95 to Workers' Compensation Administrative Tax Fund
5. Purchase Requisition No. 0000200578 dated May 1, 2012, in the amount of $199.86 to Special Occupational Health and Safety Fund
6. Purchase Requisition No. 0000200579 dated May 1, 2012, in the amount of $140 to Workers' Compensation Court
7. Purchase Requisition No. 0000200580 dated May 1, 2012, in the amount of $125.70 to Cleveland County Court Clerk

and the question being upon approving the City Attorney's recommendation and upon the subsequent authorization and directive, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the City Attorney's recommendation approved; compliance with the Workers' Compensation Court Order was authorized and payment of claims in the amount of $27,646.01 which will constitute judgment against the City of Norman was directed.

* * * * *

Item 20, being:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $38,432.19 REGARDING DARRYL RAY WINES VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC 2011-05553X.

Councilmember Kovach moved that the City Attorney's recommendation be approved, compliance with the Workers' Compensation Court Order be authorized, and payment of claims in the amount of $38,432.19 which will constitute judgment against the City of Norman be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. GID-1112-89 dated May 11, 2012, by Jeanne Snider, Assistant City Attorney with attached payment table
2. Workers' Compensation Court Order No. WCC 2011-05553X filed May 2, 2012
3. Purchase Requisition No. 0000200950 dated May 9, 2012, in the amount of $22,206.25 to Darryl Wines and William E. Woodson
4. Purchase Requisition No. 0000200951 dated May 9, 2012, in the amount of $742.90 to Workers' Compensation Administrative Tax Fund
5. Purchase Requisition No. 0000200952 dated May 9, 2012, in the amount of $278.59 to Special Occupational Health and Safety Fund
6. Purchase Requisition No. 0000200953 dated May 9, 2012, in the amount of $140 to Workers' Compensation Court
7. Purchase Requisition No. 0000200954 dated May 9, 2012, in the amount of $125.70 to Cleveland County Court Clerk

and the question being upon approving the City Attorney's recommendation and upon the subsequent authorization and directive, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the City Attorney's recommendation approved; compliance with the Workers' Compensation Court Order was authorized and payment of claims in the amount of $38,432.19 which will constitute judgment against the City of Norman was directed.

* * * * *

Item 21, being:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF $58,363.12 REGARDING BILLY C. MCCAWLEY VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2011-13900J.

Councilmember Kovach moved that the City Attorney's recommendation be approved, compliance with the Workers' Compensation Court Order be authorized, and payment of claims in the amount of $58,363.12 which will constitute judgment against the City of Norman be directed, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. GID-1112-91 dated May 14, 2012, by Jeanne Snider, Assistant City Attorney with attached payment table
2. Workers' Compensation Court Order No. WCC 2011-13900J filed May 8, 2012
3. Purchase Requisition No. 0000200965 dated May 9, 2012, in the amount of $38,951.50 to Billy C. McCawley and William E. Woodson
4. Purchase Requisition No. 0000200966 dated May 9, 2012, in the amount of $1,30.85 to Workers' Compensation Administrative Tax Fund
5. Purchase Requisition No. 0000200967 dated May 9, 2012, in the amount of $424.07 to Special Occupational Health and Safety Fund
6. Purchase Requisition No. 0000200968 dated May 9, 2012, in the amount of $140 to Workers' Compensation Court
7. Purchase Requisition No. 0000200969 dated May 9, 2012, in the amount of $125.70 to Cleveland County Court Clerk

Item 21, continued:

and the question being upon approving the City Attorney's recommendation and upon the subsequent authorization and directive, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the City Attorney's recommendation approved; compliance with the Workers' Compensation Court Order was authorized and payment of claims in the amount of $58,363.12 which will constitute judgment against the City of Norman was directed.

* * * * *

Item 22, being:

PUBLIC HEARING REGARDING THE FYE 2013 CITY OF NORMAN PROPOSED OPERATING AND CAPITAL BUDGETS AND THE NORMAN CONVENTION AND VISITORS BUREAU, INC., BUDGET WITH DETAILED ANNUAL PLAN OF WORK.

Councilmember Kovach moved that a public hearing be conducted, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. Gld-1112-63 dated March 13, 2012
2. City of Norman, Oklahoma, Fiscal Year Ending 2013 Annual Budget Summary of Fund Balances
3. Norman Convention and Visitors Bureau FY 2013 Budget and Destination Management Plan, dated April 12, 2012, from Stephen Koranda, Executive Director, NCVB, to Steve Lewis, City Manager, and City of Norman City Council with Appendix A, Big XII Conference and Other Compatible Communities and City of Norman Benchmark Communities and Appendix B, Hospitality Personality Program
4. Norman Convention and Visitors Bureau Sales Department 2012 Action Plan Summary
5. Media Buy Calendar

and the question being upon conducting a public hearing, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and a public hearing was conducted.

Thereupon, the following persons addressed City Council:

Participants in discussion
1. Mr. Anthony Francisco, Director of Finance
2. Mr. Steven Tyler Holman, 1030 South College Avenue, made comments
3. Ms. Jeanette Coker, 620 East Main Street, made comments
4. Mr. Bobby Stevens, Post Office Box 6226, made comments

Thereupon, Councilmember Kovach moved that the public hearing be closed, which motion was duly seconded by Councilmember Dillingham; and the question being upon closing the public hearing, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the public hearing was closed.

Item 22, continued:

Thereupon, Councilmember Dillingham moved that an agenda item be scheduled on June 12, 2012, to adopt the FYE 2013 City of Norman Budget and the Norman Convention and Visitors Bureau, Inc., Budget with Detailed Annual Plan of Work, which motion was duly seconded by Councilmember Kovach;

Participants in discussion
1. Mr. Anthony Francisco, Finance Director
2. Mr. Jeff Bryant, City Attorney
3. Mr. Steve Lewis, City Manager

and the question being upon an agenda item being scheduled on June 12, 2012, to adopt the FYE 2013 City of Norman Budget and the Norman Convention and Visitors Bureau, Inc., Budget with Detailed Annual Plan of Work, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and an agenda item will be scheduled on June 12, 2012, to adopt the FYE 2013 City of Norman Budget and the Norman Convention and Visitors Bureau, Inc., Budget with Detailed Annual Plan of Work.

* * * * *

Item 23, being:

CONSIDERATION OF AN AMENDMENT TO THE APPROVED SITE PLAN SO AS TO ALLOW A SEASONAL SNOW CONE STAND FOR HAROLD NAEGELI TO BE LOCATED AT 10808 EAST ALAMEDA STREET.

Councilmember Griffith moved that the site plan amendment for 10808 East Alameda Street be approved, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record
1. Text File No. GID-111269 dated March 20, 2012, from Doug Koscinski, Current Planning Manager
2. Location map
3. Site plan
4. Plat of property
5. Staff Report dated April 12, 2012, recommending approval
6. Letter of permission dated March 12, 2012, from Ike Lalani, Denver Pantry, Inc.
7. Pertinent excerpts from Planning Commission minutes of March 9, 2006
8. Photographs of location and snowcone stand
9. Pertinent excerpts from Planning Commission minutes of April 12, 2012

Participants in discussion
1. Mr. Harold Naegeli, 13701 S.E. 149th Street, Oklahoma City

and the question being upon approving the site plan amendment for 10808 East Alameda Street, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the site plan amendment for 10808 East Alameda Street was approved.

* * * * *

Item 24, being:

CONTRACT NO. K-1112-124: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CAROLLO ENGINEERS IN THE AMOUNT OF $1,546,600 TO PROVIDE DESIGN SERVICES FOR THE PHASE II WATER TREATMENT PLANT IMPROVEMENT PROJECT AND ADOPTION OF RESOLUTION NO. R-1112-133 TRANSFERRING FUNDS FOR THE PROJECT.

Acting as the Norman Utilities Authority, Trustee Dillingham moved that Contract No. K-1112-124 with Carollo Engineers in the amount of $1,546,600 be approved, the execution thereof be authorized, and Resolution No. R-1112-133 transferring funds be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1112-124 dated April 11, 2012, by Chris Mattingly, Utilities Superintendent with attached table of budget transfer account numbers
2. Contract No. K-1112-124 with Task Order No. One, Purpose; Exhibit A to Task Order No. One, Final Scope of Services; Attachment A, Anticipated Pilot Study Equipment; Attachment B, Preliminary Maintenance Barn Layout; Attachment C, Estimated Drawing List (excluding Ozone); Exhibit B, Estimated Fee for Design Related Services
3. Purchase Requisition No. 0000201313 dated May 17, 2012, in the amount of $1,546,600 to Carollo Engineers

Participants in discussion
1. Mr. Ken Komiske, Director of Utilities

and the question being upon approving Contract No. K-1112-124 with Carollo Engineers in the amount of $1,546,600 and upon the subsequent authorization and adoption, a vote was taken with the following result:

YEAS:	Trustees Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Chairman Rosenthal
NAYES:	None

The Chairman declared the motion carried and Contract No.K-1112-124 with Carollo Engineers in the amount of $1,546,600 approved; the execution thereof was authorized and Resolution No. R-1112-133 transferring funds was adopted.

* * * * *

Item 25, being:

ORDINANCE NO. O-1112-25: 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 SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHEAST CORNER OF 36TH AVENUE N.W. AND ROCK CREEK ROAD)

Ordinance No. O-1112-25 having been Introduced and adopted upon First Reading by title in City Council's meeting of May 8, 2012, Councilmember Quinn moved that Ordinance No. O-1112-25 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record
1. Text File No. O-1112-25 dated March 30, 2012, by Jane Hudson, Current Planning Manager
2. Ordinance No. O-1112-25 with Exhibit A, site plan
3. Location map
4. Staff report dated April 12, 2012, recommending approval
5. Letter dated April 2, 2012, from Karen Canavan, Executive Director, Norman Housing Authority, to Mr. Doug Koscinski, Planning Manager
6. Pertinent excerpts from Planning Commission minutes of April 12, 2012

Item 25, continued:

Participants in discussion

1. Mr. Tom McCaleb, SMC Consulting Engineers, 815 West Main Street, Oklahoma City, engineer representing the applicant
2. Ms. Jeanette Coker, 620 East Main Street, asked questions
3. Mr. Stephen Tyler Holman, 1030 South College Avenue, made comments
4. Ms. Kalen Kattestad, 1328 Glen Oaks Court, protestant
5. Mr. Andrew Blunck, 1638 Cruce Street, protestant
6. Mr. Harold Heiple, 218 East Eufaula Street, attorney representing the property owner
7. Mr. Jim Stanley, 3922 Pine Tree Circle, protestant
8. Ms. Brielle King, 426 South Santa Fe Street, protestant
9. Ms. Soley Thrastardotter, 401 Wadsack Drive, protestant
10. Ms. Krysten Marshall, 2102 Park Place, protestant
11. Mr. Jeff Bryant, City Attorney

and the question being upon adopting Ordinance No. O-1112-25 upon Second Reading section by section, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Griffith, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	Councilmembers Gallagher and Kovach

The Mayor declared the motion carried and Ordinance No. O-1112-25 was adopted upon Second Reading section by section.

Thereupon, Councilmember Dillingham moved that Ordinance No. O-1112-25 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Quinn; and the question being upon adopting Ordinance No. O-1112-25 upon Final Reading as a whole, the roll was called with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Griffith, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	Councilmembers Gallagher and Kovach

The Mayor declared the motion carried and Ordinance No. O-1112-25 was adopted upon Final Reading as a whole.

* * * * *

Item 26, being:

CONSIDERATION OF A PRELIMINARY PLAT FOR S & S FAMILY PROPERTIES ADDITION AND A VARIANCE IN THE SPACING OF THE DRIVE APPROACHES SERVING THE SUPERMARKET AND FUELING STATION FOR 36TH AVENUE N.W. AND WEST ROCK CREEK ROAD. (GENERALLY LOCATED AT THE NORTHEAST CORNER OF 36TH AVENUE N.W. AND ROCK CREEK ROAD)

Councilmember Quinn moved that the preliminary plat for S & S Family Properties Addition and a variance in the spacing of the drive approaches serving the supermarket and fueling station for 36th Avenue N.W. and West Rock Creek Road be approved, which motion was duly seconded by Councilmember Ezzell;

Items submitted for the record

1. Text File No. PP-1112-11 dated March 20, 2012, by Ken Danner, Subdivision Manager with Attachment A, Traffic Table
2. Location map
3. Preliminary plat
4. Site plan
5. Staff Report dated April 12, 2012, recommending approval
6. City of Norman Development Review Form Transportation Impacts for Brookhaven No. 41 Addition dated March 29, 2012, conducted by David R. Riesland, P.E., Assistant City Traffic Engineer
7. Letter requesting waiver of the driveway spacing requirements dated March 9, 2012, from Terence L. Haynes, P.E., SMC Consulting Engineers, P.C., to Mr. Andy Sherrer, Chairman, Planning Commission
8. Pertinent excerpts from Planning Commission minutes of April 12, 2012

Item 26, continued:

and the question being upon approving the preliminary plat for S & S Family Properties Addition and a variance in the spacing of the drive approaches serving the supermarket and fueling station for 36th Avenue N.W. and West Rock Creek Road, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Griffith, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	Councilmembers Gallagher and Kovach

The Mayor declared the motion carried and the preliminary plat for S & S Family Properties Addition and a variance in the spacing of the drive approaches serving the supermarket and fueling station for 36th Avenue N.W. and West Rock Creek Road was approved.

* * * * *

Item 27, being:

RESOLUTION NO. R-1112-118: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, LAND USE PLAN AMENDMENT NO. LUP-1112-5, SO AS TO PLACE BLOCK 3 OF STATE UNIVERSITY ADDITION, NORMAN CLEVELAND COUNTY, OKLAHOMA, IN SPECIAL PLANNING AREA 9 AND REMOVE THE SAME FROM THE LOW DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (GENERALLY LOCATED BETWEEN BOYD STREET AND MCCULLOUGH STREET AND BETWEEN MONNETT AVENUE AND THE BNSF RAILROAD RIGHT-OF-WAY)

Councilmember Dillingham moved that Resolution No. R-1112-118, Land Use Plan Amendment No. LUP-1112-5, be rejected and the NORMAN 2025 Land Use and Transportation Plan be amended according thereto, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. R-1112-118 dated March 21, 2012, by Doug Koscinski, Current Planning Manager
2. Resolution No. R-1112-118, Land Use Plan Amendment No. LUP-1112-5
3. Location map
4. Memorandum dated April 5, 2012, from Doug Koscinski, Manager, Current Planning Division, to Chairman and Members, Norman Planning Commission with Exhibit A, Applicant's Proposal Special Planning Area 9, High Density Residential Use; and Exhibit B, Draft prepared by Staff, Special Planning Area 9
5. Pertinent excerpts from Planning Commission minutes of April 12, 2012

Thereupon, Councilmember Kovach moved that Resolution No. R-1112-118, Land Use Plan Amendment No. LUP-1112-5 be postponed until October 23, 2012, which motion was duly seconded by Councilmember Dillingham;

Participants in discussion

1. Mr. Chris Elsey, 2052 Hunting Avenue, Manhattan, Kansas, applicant

and the question being upon postponing Resolution No. R-1112-118, Land Use Plan Amendment No. LUP-1112-5, until October 23, 2012, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1112-118, Land Use Plan Amendment No. LUP-1112-5, was postponed until October 23, 2012.

* * * * *

MISCELLANEOUS DISCUSSION

The Rule of Three. Ms. Mary Francis, 850-C Cardinal Creek Condos, said the Rule of Three causes the normal deliberative process to be aborted. She said citizens do not have enough time to research an issue and most of the time, when an item is added by the Rule of Three, it is a controversial and complicated issue. She said she really believes there is a place for the Rule of Three and suggested that a written request by three Councilmembers be required that would be available to the public and when there had been no response or it had not been resolved after two requests, then the third request would be mandatory for Council action.

Councilmember Kovach read the Norman Code of Ordinances regarding the Rule of Three. He said there has been much discussion about the Rule of Three being used to put items on the agenda and there had been much misinformation about the Rule of Three item requesting the Norman Economic Development Authority (NEDA). He said City Council discussed NEDA in 2010 and 2011 in Council Retreats, committee meetings for at least six months, and in a study session before it was placed on the City Council Agenda. He said the process regarding how an item gets put on the agenda is virtually the same whether it is done by the Rule of Three or Staff. He agreed that complicated items need to be vetted with good discussion in committee meetings and study sessions. He said every item on the agenda has the same notice requirement of 24 hours which is set by state statute unless it is a special meeting which requires 48 hours notice. He said Council receives packets on Thursdays and the City Clerk puts the agenda items on the website either Thursday evening or Friday. He said he has suggested putting out the tentative agendas that Council receives about upcoming agenda items. He encouraged citizens to contact a City Councilmember or City Clerk to find out where to look for all of this information.

*

Tornado Warning System. Ms. Jacy Crosbie, 204 Mountain Oaks Drive, said she came to the last City Council meeting and stated that when the tornado came into Norman on April 13th, the sirens did not alert citizens in a timely manner. She said she had asked how the sirens worked, if there was a backup plan, and had requested the information be placed on the website. She said no response was placed on the website and asked for a response.

Mr. James Fullingim, Fire Chief, said the outdoor warning system that was replaced was outdated and unreliable and did not cover the entire community and the current system does cover all of Norman. He said last Spring the Regional Outdoor Warning System Policy was approved and uses the same activation guidelines as the metropolitan area. He said those guidelines tell us to look at a credible, validated threat for our community. He said the sirens have been late twice during severe storms. He said the recent tornado developed on the edge of our City limits and moved into Norman very rapidly and although the National Weather Service would like to be able to provide warnings when the storm is farther out, it is not always possible. He said the human element is still an aspect with the outdoor warning system. He said there are three people in charge of activating the system and several activation points, one at the Police Department Emergency Communications Dispatch Center, the second at the Emergency Operations Center (EOC), and the third is a mobile activation point that can be put at any location.

Councilmember Gallagher said there was a three-minute gap between the time a tornado warning was issued alerting citizens that a tornado was entering southwest Norman and when the sirens actually sounded. He asked if the sirens sound sequentially or in sectors.

Mr. Fullingim said the sirens sound when the signal reaches the sirens, the same unit does not always go off first, and it is approximately a 30-second process from when the first one until the last one goes off. He said information was received regarding a tornado warning in Newcastle moving east at 25 miles per hour and it took a little time to validate that there was actually a tornado moving into Norman.

Councilmember Gallagher asked if the tornado was difficult to validate because it was rain-wrapped. Mr. Fullingim said the tornado was visible early but quickly became rain-wrapped and when the tornado moved through town, it could not be seen.

Councilmember Spaulding asked what the location of the tornado was when the sirens went off.

Mr. Fullingim said after looking at information from the National Weather Service after the storm, the tornado showed to be slightly east of 24th Avenue and north of Lindsey Street when activation occurred.

*

Miscellaneous Discussion, continued:

Zoning Issues. Ms. Jeanette Coker, 620 East Main Street, said she had been told that the Planning Commission only looks at rules and regulations to be sure that what is presented conforms to all ordinances. She said she had been told City Council sets policy and decides if the application and applicant are beneficial and appropriate for Norman. She asked who is responsible for protecting the citizens and who decides what the citizens want and need. She said she knows many neighborhoods who have protested a zoning request next to their homes and it is questionable how this is beneficial to the present residents.

Ms. Christina Kunz, 3101 Millbury Road, said she was unhappy about how City Council items on the agenda this evening had been handled. She said City Council stopped discussion on Items 25 and 26 regarding the Wal-Mart rezoning and 27 regarding high-density apartments and although Item 27 was postponed for further discussion, Items 25 and 26, which were so important to those who lived closed to the property was not.

Councilmember Dillingham said routine zoning items will not have a study session or committee meeting beforehand to allow discussion. She said this does not mean that there is not plenty of information available about that item especially on the website. She said when the public needs information about a specific item, there will not always be public meetings because they are not always appropriate. She said it is really important for those who have an interest to read the agendas each week and contact City Councilmembers and City staff for information.

Mayor Rosenthal said it was important to note that there is a fundamental difference between Item 27 and Items 25 and 26. She said Council is operating with an absence of policy with respect to High Density Development and it had been inappropriate for Council to proceed with Item 27. She said the postponement of this item was to make sure that Council moves ahead and develops appropriate policies which will take some time. She said there will be plenty of time for public input.

*

Memorial Day Weekend. Mr. Bobby Stevens, Post Office Box 6226, said Memorial Day weekend is coming up and he wanted everyone to remember the sacrifices that have been made to allow citizens to voice their opinions.

Councilmember Dillingham asked everyone to enjoy the Memorial Day weekend. She asked citizens to remember those who made the ultimate sacrifice to allow citizens to enjoy their First Amendment rights.

Mayor Rosenthal wished everyone a happy and safe Memorial Day with their families.

*

Signs on Highway 9. Mr. Bobby Stevens, Post Office Box 6226, said he was glad the "No Outlet" sign had been installed on 108th Avenue S.E. and Highway 9 that is visible by both east and west bound traffic and the signs he had reported that had been knocked down have recently been replaced.

*

Cedar Lane. Mr. Bobby Stevens, Post Office Box 6226, said there the work done at the intersection of Cedar Lane and 36th Avenue S.E. was a great improvement and he thanked Staff.

*

Legal Issues. Mr. Bobby Stevens, Post Office Box 6226, thanked the Legal Department for looking into some Code Enforcement issues.

*

Thanks to City Manager. Mr. Bobby Stevens, Post Office Box 6226, thanked Mr. Steve Lewis, City Manager, for helping resolve some issues. He apologized to Mr. Lewis for accusing him of saying something that he did not say.

*

Community Planning and Transportation Meeting. Ms. Toni Henning, 514 Shawnee Street, asked when and where the meeting would be held tomorrow evening regarding High Density Development. Mayor Rosenthal said it would start at 5:30 p.m. and be held in the Study Session room.

*

Miscellaneous Discussion, continued:

Wal-Mart. Ms. Krysten Marshall, 2102 Park Place, said she understood some of the reasons Council voted in favor of changing the zoning. She said shopping local is important and she votes with her pocketbook and never shops at Wal-Mart. She clarified that shopping at local establishments means shopping at locally owned stores to allow the tax dollars to stay in the community. She provided research and an impact study done on a Neighborhood Wal-Mart Market which is relevant to tonight's discussion.

Items submitted for the record

1. The Economic Impact of a Wal-Mart Store in the Skyway Neighborhood of South Seattle dated April 5, 2012, published by the Puget Sound Sage and various flyers and information about Wal-Mart

*

Citizens Academy. Ms. Ann Gallagher, 1522 East Boyd Street, thanked Mr. Keith Humphrey, Police Chief, and the entire Norman Police Department for the opportunity to participate in the Citizens' Police Academy and invited anyone from the Norman community to apply for the next academy. She said it would be wonderful to have representatives from different neighborhoods throughout Norman to participate in this process and become ambassadors who have some understanding of how the Police Department works and how to serve in community policing aspects. She said the Police Department is now taking applications and urged citizens to apply.

*

Trust Authorities. Mr. Ben Alpers, 208 Chautauqua Avenue, said the UNPTIF was discussed in City Council's meeting of May 8th. He said nearly everyone seemed to agree that it had been oversold and promises made at the time the TIF was set up were not being fulfilled. He said the vast majority of those who felt that way concluded that despite dissatisfaction with the way things had gone, things would only get worse if the City tried to hold the developer to his promises. He said had the TIF not been oversold, it probably would not have passed so overselling was not accidental and necessary to get the citizens to this point. He said he is already hearing discussion about the wonders of the Norman Economic Development Authority (NEDA) and what the NEDA might do for the City. He said he has drawn three tentative conclusions from May 8th discussion of the TIF to allow everyone to think about the NEDA which will be coming forward in the next few weeks. He said the first is the City already has substantial authority to do economic development through the TIF, the second is that economic development does not necessarily help local businesses or prevent poaching of businesses, and the third is be very careful about proponents of economic development selling it, because once you buy the pig in the poke, it can be impossible to get rid of it. The overall conclusion as citizens prepare for community discussion of the NEDA is this is not about whether or not we do economic development, it is about how we do economic development and who makes decisions about economic development. Sometime in the next few weeks, the whole community will have a chance to look at a very complicated legal document describing the NEDA. It will probably be amended, hopefully, not at the last minute, and citizens will talk about how it will be amended. He urged citizens to pay attention to the details because the details will be what matters.

*

Use of Fertilizers. Councilmember Kovach said growing season had come early this year and he is disappointed in the City's efforts to educate the public on the use and misuse of fertilizers. He said the use of fertilizers has been discussed in citizens' committees and in committees of the Chamber of Commerce. He said much information has been gathered and programs from other cities have been studied and the information needs to be provided to citizens as soon as possible. He said the City of Norman's soil is very rich in phosphorous so citizens need to purchase fertilizers with no phosphates.

Councilmember Dillingham said she got her information from the Oklahoma State University (OSU) Extension and suggested citizens look on the OSU Extension website or call them at their office located at the Cleveland County Fairgrounds.

*

Police Officers' Memorial. Councilmember Dillingham said she enjoyed the Police Officers' Memorial on Friday, May 18th.

*

God Bless Norman. Councilmember Spaulding said "God Bless Norman."

*

Miscellaneous Discussion, continued:

Recycling Center. Councilmember Griffith expressed appreciation to Ken Komiske, Director of Utilities, for being receptive to the idea of rearranging a recycling center because a littering hazard was created for a constituent during windy days. He said the problem was taken are of and he appreciates the effort.

*

Tri-City Gun Club. Councilmember Lockett thanked the Tri-City Gun Club for hosting Women on Target. She said the club provided an opportunity on Saturday, May 19th, for women to learn to shoot a number of guns and learn a lot about personal safety.

*

High School Graduations. Councilmember Quinn said Norman North High School Graduation will be Thursday, May 25th, and Norman High School Graduation will be Friday, May 26th. He said he is proud of the time the graduates spent attending school in Norman, hopes they attend the University of Oklahoma, and after they graduate he hoped they would stay and prosper in the City of Norman. He urged graduates to be careful during the weekend because sometimes with graduation comes a little too much celebration.

*

Shop Norman. Councilmember Quinn said "Shop Norman" and he did not say "Shop Local" although that is implied. He said local is also important but it is important for citizens to realize that the sales tax spent in Norman allows this City to run and is used to take care of the streets and to pay for police and fire protection.

*

House Bill No. 3263. Mr. Steve Lewis, City Manager, said he had been advised that House Bill No. 3263, which the City has been working together with the Central Oklahoma Master Conservancy District (COMCD) to get approved, is scheduled to come before the legislature in June. He said this bill will allow all the benefitting parties within the COMCD to transport out of basin water into Lake Thunderbird, which could eventually be used during emergency situations to replenish water.

*

Army Reserve Center. Mr. Steve Lewis said the City began the process of acquisition of the Joseph A. Smalley Army Reserve Center in 2005-2006 to be used for law enforcement purposes. He said the proposed deed has recently been received from the Corps of Engineers in Tulsa and is being reviewed by Staff. He said the item is scheduled to come before City Council on June 12, 2012.

*

Debris Cleanup. Mr. Steve Lewis, City Manager, said the debris cleanup efforts are complete from the tornado on April 13th. He said the debris is being stockpiled on property across from the Water Treatment Plant and the chipping and grinding operation will begin June 3rd and then the City will be looking for beneficial reuse of that material.

*****

ADJOURNMENT

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

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 9:27 p.m.

ATTEST:

City Clerk Mayor

FINANCE COMMITTEE MINUTES

May 23, 2012

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:30 p.m. in the Municipal Building Study Session Room on the 23rd day of May, 2012, 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:	Members Dillingham, Gallagher, Griffith, and Chair Quinn
ABSENT:	Member Ezzell
OTHERS PRESENT:	Linda Lockett, Council Member Steve Lewis, City Manager Suzanne Krohmer, Budget Manager Jeff Bryant, City Attorney Clint Mercer, Chief Accountant Sara Edwards, Manager, Cole & Reed Kevin Marshall, Senior Manager, Cole & Reed Jud Foster, Parks & Rec Director James Briggs, Park Planner Ronda Guerrero, Municipal Court Administrator Mary Sue Schrems, Cleveland County Historical Society Mark Williams, Cleveland County Historical Society Vernon Maddux, Cleveland County Historical Society Mark Campbell, Citizen

DISCUSSION REGARDING SCOPE AND AUDIT CALENDAR OF THE FYE 12 FINANCIAL AUDIT

Kevin Marshall, Senior Manager with Cole & Reed, made presentation.

- Reviewed proposed audit calendar
- Field work will start no later than October 8th; will take 3 to 4 weeks.
- Will meet with Finance Committee on November 28th to discuss final "draft"
- Issue opinions on CAFR and Single Audit on November 28th
- Meeting with City Council on December 18th
- We provide full audit and will do risk based assessment to determine what we audit
- Steve Lewis – Is it possible to have audit to Council earlier without any extraordinary expense?

Items submitted for the record

1. Letter to City Council Finance Committee from Mike Gibson, Partner, Cole & Reed, dated May 1, 2012
2. Proposed Audit Calendar for the City of Norman for FYE 2012, prepared by Cole & Reed

UPDATE FROM THE CLEVELAND COUNTY HISTORICAL SOCIETY REGARDING ACTIVITIES AT THE HISTORICAL HOUSE

Mark Williams made presentation.

- Have reduced Society budget
- Contacted Sarkey's Foundation and asked for Board development training
- Have had dialogue with Cleveland County Commissioners regarding possible location for a Cleveland County Museum
- Publishing contract with Arcadia Press and they will distribute Main Street Series Books
- First book is about history of Norman for the period 1889 – 1949
- Second book is about the World War II time period
- Membership notice letters have been sent
- We were not as successful as we hoped with the membership drive
- Currently have 54 members – more corporate members renewed – some new ones
- Society will present a World War II exhibit as marketing for the new book
- Dan Quinn – Committee really appreciates forward movement group has made

Items submitted for the record

1. Cleveland County Historical Society Report to City Finance Committee, dated May 23, 2012

DISCUSSION REGARDING SALARY INCREASES FOR MUNICIPAL COURT JUDGES AND THE ADDITION OF ONE ASSOCIATE JUDGE

Ronda Guerrero, Municipal Court Administrator, made presentation.

- Salary increase for all judges
- Addition of one Associate Judge
- Will try to present this every 2 years to committee with community comparison salary survey
- Using Acting Judge more as Associate Judge
- Recommendation:
  - Increase salary of Presiding Judge from $32,000 to $36,650
  - Increase salary of Acting Judge from $150 to $250 per session
  - Hire additional Associate Judge
- Norman has highest caseload of all comparative cities
- Total impact to FYE 13 budget is increase of $28,596
- Additional Associate Judge would help balance out calendar and time and then could use Acting Judge as Acting Judge
- Court appointed attorneys used 11 times

- Griffin – City Attorney's office – can they help with the defendants?
- Bryant and Guerrero – They cannot advise the defendant but can counsel with them
- Gallagher – How many are repeat offenders? Guerrero will get information
- Steve Lewis – Even with increases, City will be average or middle of the road for judicial costs
- Consensus of Finance Committee to approve Court Administrator's recommendations

Items submitted for the record

1. Memo to City Council Finance Committee from Ronda Guerrero, Municipal Court Administrator, dated May 17, 2012, Recommendation Concerning Judicial Salaries and Recommendation Concerning Appointment of Counsel

SUBMISSION OF THE REVENUE/EXPENDITURE REPORT AS OF April 30, 2012

Westwood Golf Course is on target for number of rounds (rounds are up). Revenues are on budget, expenditures a little higher (due to personnel costs not budgeted). There have been no issues or comments on $1.50 increase implemented May 1st on regular green fee.

Items submitted for the record

1. Summary of Major Funds-General; Capital; Westwood; Water; Water Reclamation; Sewer Maintenance; New Development Excise; Sewer Sales Tax; and Sanitation Fund Revenue Sources vs. Budget, Financial Report as of April 30, 2012.

SUBMISSION OF THE REPORT ON OPEN POSITIONS

Departments are asking for positions to be opened and filled.

Items submitted for the record

1. City of Norman/Human Resources Department Recruitment and Selection Report dated May 9, 2012

MISCELLANEOUS DISCUSSION

Gallagher asked staff to check 24th Avenue and Rock Creek for mowing.

The meeting adjourned at 5:13 p.m. The next meeting is scheduled for Wednesday, June 20, 2012 at 5:30 pm in the Council Study Session Room.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
COMMUNITY PLANNING AND TRANSPORTATION
COMMITTEE MINUTES

May 23, 2012

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the Multi-Purpose Room on the 23rd day of May, 2012, 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 Gallagher, Kovach, Lockett, and Chairman Dillingham
ABSENT:	None
OTHERS PRESENT:	Councilmember Jim Griffith, Ward Six Ms. Susan Connors, Planning and Community Development Director Mr. Ken Danner, Development Manager Mr. Terry Floyd, Development Coordinator Ms. Jane Hudson, Principal Planner Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Ms. Karla Chapman, Administrative Technician
OTHER GUESTS PRESENT:	Ms. Cheryl Clayton, Citizen Ms. Jayne Crumpley, Citizen Mr. Steve Davis, Citizen Mr. Joe Henning, Citizen Ms. Toni Henning, Citizen Mr. Stephen Tyler Holman, Citizen Ms. Janice Oak, Progressive Independence Mr. Cody Ponder, CART Ms. Bette Maffucci, Citizen Ms. Valli Marti, Citizen Mr. Doug Myers, OU Parking and Transportation Administrator Mr. Eddie Rothermel, Citizen Mr. Ben Southerland, Citizen Mr. Gene Swanson, Citizen Ms. Donna Taffe, Citizen Mr. Charles Wesner, Citizen Ms. Lyntha Wesner, Citizen

DISCUSSION REGARDING HIGH DENSITY RESIDENTIAL DEVELOPMENT.

Chairman Dillingham said the City needs to get a handle on high density because of the current applications that Staff has already received. She said all the high density applications are vastly different but before they can be considered and/or denied; the City needs a consistent high density policy. Councilmember Kovach felt the time has come to begin the 2030 Land Use and Transportation Plan (LUP) Update and realizes it has been on hold to some degree because of the Transportation Plan update, but wondered whether a community dialogue to gain public input on the issue of high density could be done now or in the near future before the 2030 LUP Update. He said whether or not the City chooses to do high density, the discussion will need to include public input. Chairman Dillingham agreed and felt a community dialogue regarding high density would be a great idea. She felt the high density issue can not wait until the City conducts a 2030 LUP Update and Ms. Susan Connors, Planning and Community Development Director, informed the Committee that Staff received another high density application today.

Ms. Connors highlighted High Density Development questions to address the following:

1. Location – Downtown, Campus Corner, Other
   a. Revitalization
   b. How to treat the edge
2. Compatibility
3. Mixed building or not
4. Design Criteria
5. Height of Structures
6. Parking and Traffic
7. Methods to Regulate
   a. Zoning District
   b. Land Use Plan Change
   c. Overlay District
   d. Neighborhood Plans
8. Process and Scheduling

Chairman Dillingham asked Staff how they felt the questions/issues could be broken down into two (2) topics per community dialogue meeting and Ms. Connors felt the first community dialogue could be discussions regarding questions 1 and 2; Location-Downtown, Campus Corner, Other – to include revitalization and how to treat the edge and Compatibility. Ms. Connors said the first community dialogue could be scheduled in the Council Chambers so that Staff and Council can get a feel for how many citizens may attend and then determine the venue for the following three (3) community dialogues, as it will be difficult to conduct round table discussions in the Council Chambers. Chairman Dillingham agreed and felt questions 1 and 2, will also bring the public up to date on the issue of high density, as well as explain the definition for high density. She suggested facilitators from either Sarkey's Foundation and/or Xenia Institute be attained to assist with the community dialogue and requested Staff to check with Norman Public Schools about using their cafeteria for community dialogues 2, 3, and 4.

Chairman Dillingham suggested the public meetings be scheduled during the months of June or July because it would best support any summer vacation(s) while Staff is drafting a possible policy and the Committee agreed. She asked Staff when and/or how quickly the community dialogues could be scheduled and felt alternating different days would be more accommodating to the public, i.e., week one schedule a Monday night meeting, week two schedule a Thursday night meeting, etc. Councilmember Griffith agreed reminding the Committee that the community dialogues can not be scheduled on a Planning Commission (PC) meeting night because the PC members may want to attend. Chairman Dillingham said if the decision to move forward with high density is the concluded, the PC's role will be very important in assisting Staff and Council with getting all the ideas and/or input to an actual policy that the City can utilize. She said a joint CPTC and PC meeting will be scheduled after the community dialogue(s) are completed and questions7 and 8 (Methods to Regulate and Process/Scheduling) will be discussed at that time, but ONLY if it is decided that the City should move forward with a high density plan.

Ms. Connors said Staff will check the meeting calendar and get the specific day(s), whether Monday, Thursday, or Friday to the Committee as soon as possible. The Committee discussed and requested Staff schedule the community dialogue(s) from 6:30 p.m. to 8:30 p.m. as follow:

1. Week of June 11, 2012: Questions 1 and 2 - Location, Downtown, Campus Corner, Other: to include revitalization and how to treat the edge
2. Week of June 25, 2012: Questions 3 & 5 - Mixed building or not and Height of Structures
3. Week of July 9, 2012: Question 6 - Parking and Traffic, as well as discuss infrastructure
4. Week of July 23, 2012: Question 4 - Design Criteria

Councilmember Kovach said he did not want people to feel the high density issue is a "shoe horn" process and felt significant discussion regarding both the pro's and con's of high density is very important. He felt the community dialogues will be very helpful during this process. Chairman Dillingham agreed and said all involved with the community dialogues regarding high density will need to have open minds and not make any decisions until after all community dialogue discussions have been completed.

Mr. Steve Lewis, City Manager, said the Committee could also choose to have special guest(s) to make presentations at each of the community dialogue(s), similar to the Sustainable Water Resource Forums held in the Spring 2010, and Chairman Dillingham said a local architect, Mr. David Boeck, might be a good choice because he is currently working on a project, "Aging in Your Home Town."

Ms. Cheryl Clayton, interested citizen, felt density is needed in Norman, just not *extreme* high density. She does not want to feel like the City is shoving high density down the community's throat and said if it is decided to have guest speakers at the community dialogues, then the City should get neutral speakers who are not in support of and/or against high density. Ms. Jayne Crumpley, interested citizen, agreed with Ms. Clayton regarding special guest speakers and asked Staff whether the dialogues will be extended after the fourth meeting if there are still issues that need to be worked through. Chairman Dillingham said the community dialogues will be extended if/when necessary and felt facilitators would be very critical to this process. She felt guest speaker(s) would not support and/or oppose high density, but merely be providing high density information. Ms. Crumpley asked whether or not the community dialogues could be televised and Chairman Dillingham requested Staff try and make arrangements to do so.

Ms. Clayton asked if information regarding high density and community dialogues could be placed on the front page of the City's website and Chairman Dillingham said yes. Councilmember Kovach requested Staff to place the community dialogue registration information on the website for citizens who are interested in attending. Ms. Valli Marti, interested citizen, asked if Staff would make certain *The Norman Transcript* would print press releases regarding high density community dialogues so that citizens will be informed.

Ms. Crumpley asked the process for getting pertinent community dialogue information to citizens and whether Staff would be responsible to compile all the information. Councilmember Dillingham said Staff will probably have handouts and/or presentations at each community dialogue, pertaining to the scheduled discussion topic. She said typically, after a presentation on the topic has been given – the citizens will be divided up into groups to do assignments with the facilitators. Councilmember Dillingham felt the facilitators will collect information from each community dialogue and present to Staff when the information is assembled. At that time, Staff can upload the compiled information to the City's website so it can be accessed by citizens.

Items submitted for the record
1. City Council Study Session Minutes dated May 1, 2012
2. City Council Community Planning and Transportation Committee, May 23, 2012, High Density Development Discussion – Major Questions to Address.

DISCUSSION REGARDING POSSIBLE RELOCATION OF CLEVELAND AREA RAPID TRANSIT (CART) BUS STOP 21 LOCATED IN THE 200 BLOCK OF NORMAN CENTER COURT.

Mr. Doug Myers, Director Cleveland Area Rapid Transit (CART), said a new Norman Public Library east side branch located at the former Borders Bookstore location has prompted a request for a change in Bus Stop No. 21 on CART's Main Street route. He said it has been recommended that the stop and current bus shelter be moved from the east side to the west side to accommodate library patrons. CART would recommend stopping on both sides of the street to accommodate restaurant and hotel passengers. However, the west side of the street does not allow Americans with Disabilities Act (ADA) accessibility to the building. Councilmember Dillingham felt if funds are available the City should install a sidewalk on the west side of the street and the Committee agreed.

Items submitted for the record
1. E-Mail dated April 9, 2012, from Mr. Tim Mauldin, Library Board Member, to Mr. Steve Lewis, City Manager, and Mr. Doug Myers, Director Cleveland County Area Rapid Transit (CART)

CART RIDERSHIP REPORT INCLUDING SAFERIDE AND EXTENDED SERVICE.

Chairman Dillingham and Councilmember Kovach said they appreciated the new CART monthly report format, stating it was much easier to understand. Chairman Dillingham commended CART and said to keep up the good work.

Items submitted for the record
1. Cleveland Area Rapid Transit Ridership Totals for the Month of April 2012

MISCELLANEOUS DISCUSSION.

Dump the Pump

Mr. Doug Myers, Director of CART, said "Dump the Pump," an event that encourages Norman residents to save money and reduce fuel consumption by riding the bus, is scheduled for Thursday, June 21, 2012. He said CART offers free bus fare, free t-shirts while supplies last, and a free concert that evening from 6:00 p.m. to 7:00 p.m. in Andrews Park. Mr. Myers said two (2) bicycles and other prizes will be given away during the concert.

Bus Transfer Station

President Boren approved the location of CART's new Transfer Station at the Duck Pond parking lot on the south side of Brooks, east of Jenkins. The new Transfer Station is being constructed because a portion of the South Oval is closing to make way for a Scholar's Walk. Mr. Myers said construction is scheduled to begin after the 2012 University of Oklahoma (OU) football season and CART has begun working on stops associated with the new site.

Megabus Route

A new Megabus.com route between Oklahoma City (OKC) and Dallas will stop in Norman at the Lloyd Noble Center with daily departures to Dallas at 8:45 a.m., 1:45 p.m., and 7:45 p.m. and departures to OKC at 10:50 a.m., 4:50 p.m., and 9:50 p.m. Mr. Myers said service will begin June 19, 2012, and fares range from $1.00 to $35.00 per trip, depending on how far in advance you book. He said an announcement about the new route is expected at the end of May.

Norman Regional Hospital Partnership

Mr. Myers said that Norman Regional Hospital Authority will vote Tuesday, May 29, 2012, on $50,000 in CART funding.

Items submitted for the record

1. Cleveland Area Rapid Transit (CART) Update dated 5/23/12

The meeting adjourned at 6:30 p.m.

City Clerk

Mayor

CITY COUNCIL PUBLIC FORUM MINUTES

May 29, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a public forum at 5:30 p.m. in the Municipal Building Council Chambers on the 29th day of May, 2012, 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 Dillingham, Ezzell, Gallagher, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
ABSENT	Councilmember Griffith

Item 1, being:

PRESENTATION AND DISCUSSION REGARDING A TRUST INDENTURE CREATING THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY.

Ms. Kathryn Walker, Assistant City Attorney, said the Norman Economic Development Authority (NEDA) would be a public trust, which is an entity that creates a fiduciary relationship in which trustees hold the title to property and act as authorized in relation to the property for the benefit of another. She said the trust provides a tool to review/vet requests for economic development funds and would provide an avenue to engage in promoting economic development in Norman without putting the City at risk for debts, loss, or liability. She said the City currently has four public trusts, the Norman Municipal Authority (NMA) for the golf course and transfer station; Norman Utilities Authority (NUA) for water and sewer projects; Norman Regional Hospital System Authority (NRHSA) for the hospital; and Norman Tax Increment Finance Authority (NTIFA) for the University North Park infrastructure, Legacy Park, and economic development projects.

Ms. Walker said Oklahoma uses public trusts in a variety of ways and highlighted ways that trusts have been used for economic development in Broken Arrow and Cleveland County. She said in Broken Arrow the largest private employer, Flight Safety International, used a public trust to keep 675 jobs and allow for expansion of up to 1,000 jobs by offering a 17 acre site with a 99 year lease and provided $6.6 million for infrastructure improvements and economic incentive. Cleveland County Industrial Authority provided funds for local companies, Hitachi for expansion and Astellas for facility construction through the issuance of revenue bonds.

Ms. Walker said, in Oklahoma, public trusts exist for the public benefit with enumerative powers, which have all been recognized as a valid exercise of power for the furtherance and accomplishment of a proper public function or purpose. Public trusts exist as legal entities separate and distinct from municipal beneficiaries; act on behalf of and in furtherance of a public function; are created for the purpose of enabling long term financial obligations; and simplify the sale of real or personal property. She said the trustees of a public trust manage and control the daily affairs of the trust including financing, investing, and contracts.

Ms. Walker said, under Oklahoma law, any time a public trust issues debt or enters into financial obligations for real or personal property, the beneficiary, which would be the City of Norman, would be required to provide 2/3 approval of the governing body. The public trust must file an annual financial report with the City of Norman and conduct annual audits to be filed with the State Auditor and City of Norman. The public trust must comply with the Competitive Bidding Act, Open Record Act, and Open Meeting Act.

Ms. Walker said the City of Norman has been discussing the creation of a public trust since August 2011, and provided an overview of those meetings. She said when the trust indenture went to Council on May 8, 2012, it was postponed until June 12, 2012, to allow public discussion. She said the trustee composition in the original draft trust indenture consisted of five voting trustees, one designated by the Norman Economic Development Coalition (NEDC); one designated by the Norman Chamber of Commerce (NCC); and one member at large with a background in banking, commercial finance, law, or accounting and two Councilmembers. All appointments had to be approved by a majority of City Council and bound by the Ethics Policy.

In December 2011, Mr. Marc Nuttle, Economic Development Attorney, shared with the Business and Community Affairs Committee (BACA) his experiences with economic development and economic development trusts and his recommendations were incorporated into the draft trust indenture. His recommendations were to have five trustees with one representative from NEDC and NCC and three members at large with specific expertise related to economic development. In February, BACA met to discuss concerns expressed by BACA members that Councilmember(s) would not serve as trustees, issues regarding trustees' authority for eminent domain, and conflicts of interest issues. A draft trust indenture was reviewed by Council on May 8, 2012, that included two Councilmembers being appointed as ex-officio trustees, additional language requiring eminent domain be approved by a majority of the Council, and additional language requiring trustees to follow the City of Norman Ethics Policy to alleviate conflicts of interest.

The trust indenture was revised on May 15, 2012, as follows:

- Trustees are the members of the Council
- Trustees are advised by the Economic Development Advisory Board
  Seven members – one nominated by NEDC, one nominated by Chamber, and five at large with background in banking, commercial finance, law, or accounting
  All appointments must be approved by a majority of City Council
  Three year terms
  Suitable and appropriate economic, business, financial, legal, and community development expertise
  Advisory Board members subject to same requirements as other appointments (Ethics Policy, removal, cannot miss more than 3 consecutive meetings, etc.)
- Trust purposes modified to exclude powers related to health care services and facilities to address objection raised by the Norman Regional Hospital System Board

Ms. Walker addressed questions about the difference between the NEDC and NEDA. She said the NEDC is a coalition of Moore-Norman Technology Center, City of Norman, University of Oklahoma, and Chamber of Commerce that work together to recruit employers to Norman. NEDA would not recruit employers to Norman, but provide a financing vehicle, if needed, after a project is identified. Another question addressed is why the City cannot use an existing trust authority for the same purpose and Ms. Walker said an existing trust can be used for the same purpose; however, in practice, each of the City's trust authorities have confined their operations to specific purposes. She said, when asked, the City's bond counsel stated that although existing authorities could be used, it could needlessly confuse future financing by expanding operations beyond specified purposes.

Councilmember Kovach confirmed there is a specific project in mind that would benefit from a trust at this time and asked Ms. Walker to explain why the City was discussing this now and Ms. Walker said the process of creating a trust has taken almost a year and the City is discussing it now so a trust would be created if and when a specific project comes forward.

Councilmember Kovach asked Ms. Walker to explain why the City needs NEDA for Norman if Cleveland County has one. Ms. Walker said Cleveland County has been effective for some Norman projects, but Cleveland County is working for the betterment of the County as a whole so they are working with employers who may locate in other cities within Cleveland County and not specifically Norman.

Councilmember Kovach asked why there is no identified funding source and what the implications of that might be and Ms. Walker said an identified funding source would have to be taken care of through the budgeting process or through a voter approval process. She said the City is just trying to establish the trust for future needs of economic development.

Councilmember Dillingham said when Mr. Nuttle spoke to BACA, it was his opinion the trust would function better with the trustees not being members of Council. She asked if there were any types of projects that could be done with the trust if the trustees were not Councilmembers that could not be done with the trustees being Councilmembers. Ms. Walker said no, there would only be the conflict of interest issue, but other than that there is nothing that would prohibit trustees from working on any type of project. She believed Mr. Nuttle's concern was about politicizing the economic development process and insuring that people were in place that had experience in economic development and financing that could analyze costs and benefits of projects.

Councilmember Kovach said, currently, the City has authorized $16 million in economic development incentives in the University North Park Tax Increment Finance District (UNPTIF) and asked if a project were to come forward, what would the Council have to rely on as far as analysis of the quality of the project. Would that information come only from Staff? Ms. Walker said if there are businesses coming into Norman for Tax Increment Finance District (TIF) incentives, they would have to be located in the University North Park (UNP). She said NEDC has purchased 30 acres with an option to purchase an additional 30 acres at a below market rate for that purpose. She said when a business comes forward, NEDC will typically work with that business with City Staff providing support so input could come from NEDC, City Staff, and if outside people were needed, the City could bring those people in as well. Councilmember Kovach asked if businesses coming in under NEDA would be shepherded by NEDC and Ms. Walker said NEDC is the entity that would recruit the businesses and NEDA would be there to facilitate financing, land purchases, etc. Councilmember Kovach said when you are shepherding a project you are working on a deal and may not have the same perspective as someone who is separate and looking at the whole picture. Ms. Walker said the whole idea of the trust is to provide an independent analysis of things such as costs versus benefits and trustees would be people qualified to make those assessments and bring that information forward. Councilmember Kovach said Council has asked for that type of information in the past, but the City does not have the resources to provide an independent analysis of a proposed project or contract and Ms. Walker agreed, and said the City does not have anyone on Staff dedicated to economic development.

Mayor Rosenthal said the NTIFA has overseen the UNPTIF, but the document that sets up the NTIFA makes no specific mention of the UNP or any specific TIF and Ms. Walker said that is correct. Mayor Rosenthal asked if the only reason UNPTIF cannot be used is because it might be confusing. Ms. Walker said, according to the bond counsel, the financing done with NTIFA is based on a certain revenue stream so it could get confusing if used with another revenue stream. Mayor Rosenthal asked if the City would need an authority for every TIF established and Ms. Walker said not necessarily, it was just something the bond counsel urged Staff to be cognizant of when mixing revenue streams. Mayor Rosenthal asked if there was anything the NEDA could do that the NTIFA could not and Ms. Walker said no, the only difference in NEDA would be the additional requirements placed on eminent domain, trustees, and the Ethics Policy but other than that they are basically the same.

Mayor Rosenthal read some questions from the public. How could Council provide both roles of NEDA trustee and Councilmember, as that can include conflicts of duty as well as an overload for the Councilmembers? Ms. Walker said currently City Council acts as trustees of their different authorities on the same agenda at a single meeting, not separate meetings so it would be the same with the NEDA. What is the advantage of a trust over having an Economic Development Advisory Board that would have some powers proposed by the trust, but be more limited and work or interface directly with Council? Ms. Walker said the primary benefit of a trust and why cities often use trusts is that trusts allow you to enter into long-term debt and protect the City if the financing falls through. Councilmember Spaulding said in the event that something were to fall through and the City was insulated from covering those losses, would there be a moral or ethical expectation placed on the City to go ahead and cover those losses and were there any examples of that taking place. Ms. Walker said it has not happened in Norman and in the NTIFA there have been financing deals where the bank wanted the City to guarantee the debt and the City has said no because the Council does not want to put the City at risk for that debt. She said there is not a legal obligation, but Council would have to decide if there is a moral or ethical obligation.

Councilmember Spaulding asked what types of employers NEDC recruits and Ms. Walker said they do not recruit retail. She said they recruit technology and industrial type businesses. She said NEDC has a policy in place that dictates a minimum threshold for companies they recruit. Mr. Don Wood, Director of NEDC, said NEDC looks at what a company does and there are certain types of companies such as heavy industrial that NEDC does not think would fit into Norman's quality of life. He said NEDC looks at a minimum wage of at least $12.50 per hour as an average wage for the company plus they have to pay health benefits. He said NEDC looks at companies hiring college graduates and tries not to recruit one company on top of another to keep diversity in the community. He said you cannot keep a business from coming into the community, but NEDC does not actively recruit them if they do not meet the criteria that fits Norman.

Councilmember Spaulding asked if the Charter was amended to require a super majority vote of Council to execute eminent domain how would that affect the trust and Ms. Walker said it would affect trust actions going forward.

Councilmember Ezzell said the Committee discussed changing the name of NTIFA to NEDA and bond counsel had raised an issue regarding the requirement of obtaining approval from bond holders that currently exist. He asked if that was a significant reason for moving forward with a separate trust authority. Mr. Jeff Bryant, City Attorney, said trust indentures require consent of bond holders if there is outstanding debt to make even moderate changes to the trust indenture including changing the name. Mayor Rosenthal said if there was a new TIF District created under the NTIFA, would there be a requirement in the new district to go to the bond holders of a previous district for approval. Mr. Bryant said if a new district were created, a new authority would probably need to be created. He said if it is a sales tax TIF or ad-valorem TIF then that revenue stream would be a revenue stream of additional tax revenues generated within that TIF. He said the bond counsel's advice is to create a separate public trust to deal with revenue streams from the different TIF district. Mayor Rosenthal said that would mean every TIF district created would require a new authority and Mr. Bryant said it would not be required, but is the advice of the City's bond counsel.

Items submitted for the record

1. Memorandum dated May 15, 2012, from Kathryn L. Walker, Assistant City Attorney II, through Jeff H. Bryant, City Attorney, to Honorable Mayor and Councilmembers
2. Draft Trust Indenture Creating the Norman Economic Development Authority dated May 8, 2012
3. Revised draft Trust Indenture Creating the Norman Economic Development Authority dated May 15, 2012
4. City Council Business and Community Affairs Committee minutes of August 4, September 15, October 6, November 3, and December 1, 2011; and January 5, February 2, and March 1, 2012
5. City Council Special Session minutes of March 27, 2012
6. PowerPoint presentation entitled, "Norman Economic Development Authority Public Forum," May 29, 2012
7. PowerPoint presentation entitled, "NEDA Public Forum," by Stephen Ellis, May 29, 2012
8. PowerPoint presentation entitled, "Perspectives on Proposed Norman Economic Development Authority," by Cynthia Rogers, Ph.D., Associate Professor of Economics
9. PowerPoint presentation entitled, "Norman Economic Development Trust (NEDA) - The Opposing View," by Jim Harvey
10. Petition supporting the Creation of the Economic Development Trust Authority for Norman submitted by John Woods, Director, Norman Chamber of Commerce
11. Amended Trust Indenture Creating and Recreating the Ponca City Development Authority submitted by John Woods, Director, Norman Chamber of Commerce
12. Trust Indenture for Ardmore Industrial Development Corporation submitted by John Woods, Director of Norman Chamber of Commerce
13. Economic Development Trust Authority Position Statement submitted by Stephen Koranda, Director, Norman Convention and Visitors Bureau

Participants in discussion

1. Ms. Kathryn L. Walker, Assistant City Attorney
2. Mr. Don Wood, Director, Norman Economic Development Coalition, proponent
3. Mr. Jeff Bryant, City Attorney
4. Ms. Joy Hampton, Norman Transcript, asked questions
5. Mr. Stephen Ellis, 633 Reed Avenue, NEDA development is not just economics – exclusive focus on business is bad idea – having Councilmembers as trustees makes NEDA more accountable
6. Mr. Mark Campbell, Post Office Box 3053, concerned about meeting structure and format for BACA meetings – access to information
7. Mr. Jim Stanley, 3922 Pine Tree Circle, concerned about how this will affect other businesses. Financial information on UNPTIF and NEDC should be readily available
8. Ms. Cynthia Rogers, 633 Reed Avenue, need to look at cost versus benefit – development goals not well conceived, powers are sweeping and vague and duplicates existing authority
9. Ms. Jacy Crosbie, 204 Mountain Oaks Drive, feels eminent domain should require 2/3 vote of Council – concerned about Article IV – too broad – who is responsible?
10. Mr. Jim Harvey, 321 84th Avenue N.E., trust will have unintended consequences, excessively broad scope, vague terminology – NEDA forms a shadow government
11. Ms. Jeanette Coker, 620 East Main Street, should let economic development develop naturally

Participants in discussion, continued:

12. Ms. Susan Laird, 1417 Garfield Avenue, concerned about Article IV – too vague and too broad – feels Article IV is a statement of values – environmental ethics problems
13. Mr. Trey Bates, 3720 Timberidge Drive, supports creation of trust – good for business
14. Mr. Fred Pope, 1501 Navajo Road, smacks of control – irresponsible spending
15. Mr. John Woods, Executive Director of the Norman Chamber of Commerce, 4104 Castlerock Road, supports creation of trust – provided examples of other cities utilizing economic development trusts – submitted petition from 157 Chamber members supporting the trust
16. Mr. Jerry Lang, 1909 Barrington Drive, NEDA could make it harder to get businesses
17. Mr. Ben Alpers, 208 Chautauqua Avenue, NEDA trust is not the proper tool for economic development – creates tunnel vision – how will it change development in Norman – Council should not approve
18. Mr. Ron Williams, 1732 Crestmont Avenue, protestant
19. Mr. Mike Fowler, 4701 Cloudcroft Drive, supports creation of trust
20. Ms. Mallory Harvey, 381 84th Avenue N.E., unintended consequences – too broad
21. Mr. Edwin Kessler, 1570 Rosemont Drive, unnecessary – does not understand the NEDA directive and why it is needed
22. Ms. Denise Personette, 18661 320th Street, concerned about regulation on businesses
23. Mr. Mark Nanny, 1815 Lakehurst Drive, supports economic growth, but must be planned, organized growth – need more accountability
24. Ms. Robin Allen, 6 Bingham Place, supports creation of trust as small business owner
25. Ms. Mary Francis, 850 C Cardinal Creek Condos, urged Council to check background of Marc Nuttle
26. Mr. Stephen Koranda, 2424 Springer Drive, Director of Norman Convention and Visitors Bureau (NCVB), feels economic growth benefits the community – submitted statement from NCVB Board
27. Mr. Gail Poole, 705 Tiffin Avenue, concerned NEDA discussion made it this far – not sure it is needed
28. Mr. Stephen Tyler Holman, 1030 South College, not convinced NEDA is needed
29. Mr. Mark Herman, 809 Peppertree Court, not opposed to growth but wants smart growth – no blank check

Councilmember Ezzell said he has heard incredible amounts of misinformation and inaccurate statements and he feels some comments need a response. He said some of the common themes are haphazard, rushed, and lack accountability and transparency. He said the trust process was vetted for almost nine months in Committee meetings, was discussed at a City Council Study Session, and is now being discussed in a public hearing. He said he also heard that the NEDA motivations are for diversions of public funds, blank checks, and shadow government, but the true motivation is jobs. He said Norman's single largest employer is government and that is not a diversified economy. He said he wants to see Norman's economy diversified and grow jobs beyond government. He said there is no blank check; the public trust authority is based on a number of other trust authority documents and other public trust authorities within the City of Norman. As far as the lack of accountability, the trust document was modified to allow Councilmembers as trustees to allay those concerns. He said Council always had the ultimate control because approval of any debt required two-thirds vote of Council; however, that was not good enough so the document was modified to make sitting Councilmembers trustees of the authority.

Councilmember Ezzell said the reason to create public trust authorities is to insulate the City and public treasury from economic development projects so that City assets are not responsible for private enterprise. He said revenues of a project are what gets worked out to create a revenue stream for bonds to be sold in the private capital markets. The idea of having an advisory board of trustees with technical backgrounds was purely and solely for the purpose of assembling a panel of capable people who are truly qualified to evaluate the economic and business merits of a project, not quality of life issues. He said everything done by NEDA will go to City Council and the public for comment so there is definitely accountability and transparency. He said the current debate is creation of the trust authority to further economic development, not its funding sources. He said he would like to see the May 15th draft come to Council on June 12th and Councilmember Kovach agreed. Councilmember Kovach suggested adding the City's expectations of NEDC to the trust indenture and said the BACA could discuss those expectations in their next meeting. Councilmember Ezzell said BACA meets June 7th and he would not be opposed to the Committee establishing a list of expectations.

Councilmember Gallagher said he had reservations regarding Article IV and the over-reaching, over-encompassing powers of the trust. He said he would like to see some trimming of Article IV to specifically look at businesses akin to NEDC goals. Mayor Rosenthal said legislatures, in the wake of the Kelough decision, are considering prohibiting communities from taking property for housing purposes and she would like Council to keep State laws in mind during discussions.

Councilmember Spaulding said, in the event a government entity were to purchase property and provide a lease back, would the ad valorem taxes on that property be paid and Councilmember Ezzell said, typically, a public trust authority created by the City of Norman does not pay ad valorem tax. If the public trust authority remains the owner of the property and leases it to a company, property taxes would not be paid; however, if the lease has a bargain purchase option (the company has the option to purchase the property at fair market value at the expiration of the lease) then that would require payment of ad valorem taxes.

Councilmember Spaulding agreed with Councilmember Gallagher about the need for cleanup of language in Article IV, specifically references to low income housing. Mayor Rosenthal asked that BACA re-examine the expertise requirements of trustees and who appoints them under Article IV. She said there is no reference in the trust indenture that the advisory board is subject to the Open Records Act or Open Meetings Act and requested language be included to make that clear.

Councilmember Gallagher said the Norman Regional Hospital Board has stated they do not have to record their open meetings and asked Mr. Bryant to find out why they are not required to record meetings.

Councilmember Lockett said she would like more discussion on appointing Councilmembers as trustees as she feels that would cause conflicts of interest and should be explored more thoroughly. She felt it would be difficult for Councilmembers to make the best decisions for the trust while dealing, as a Councilmember, with constituents strongly against those decisions. She said being a trustee would also be time consuming and Councilmembers have a full plate already. Councilmember Quinn agreed that further discussion is needed regarding the role of Councilmembers as trustees.

Councilmember Spaulding said he was concerned there was not a lot of time for the public to review changes that may be made by BACA on June 7th then placed on Council's agenda on June 12th for consideration. Mayor Rosenthal said the draft trust indenture was postponed on May 12th to June 12th so it has to be on the agenda, but can be postponed if Council feels the public has not had adequate time to review the draft. Councilmember Kovach said citizens should have time to review items; however, there is a process and the draft trust indenture can be tweaked at the June 12 meeting based upon BACA recommendations and public comments. Councilmember Ezzell suggested posting the May 15th version of the draft trust indenture on the website, and then post any red line version after the BACA meeting.

The meeting adjourned at 8:53 p.m.

ATTEST:

City Clerk

Mayor

City of Norman, OK

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

Master

File Number: P-1112-27

File ID:	P-1112-27	**Type:**	Proclamation	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 4	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	05/21/2012
File Name:	Dump the Pump Day Proclamation			**Final Action:**	

Title: PROCLAMATION NO. P-1112-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 22, 2012, AS DUMP THE PUMP DAY IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1112-25 proclaiming Thursday, June 21, 2012, as Dump the Pump Day in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 4

Attachments: Dump the Pump Day

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 P-1112-27

Proclamation

P-1112-25

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, JUNE 21, 2012, AS NATIONAL DUMP THE PUMP DAY IN THE CITY OF NORMAN.

§ 1. WHEREAS, June 21, 2012, marks the seventh annual National Dump the Pump Day to raise public awareness about public transportation and its environmental benefits by encouraging people to ride Cleveland Area Rapid Transit (CART); and

§ 2. WHEREAS, by "dumping the pump" and taking CART instead of a car, people can make a difference, help improve the environment and save money, consuming less gasoline while reducing our nation's overall dependence on foreign oil; and

§ 3. WHEREAS, CART plays an important role in protecting air quality by reducing smog-producing pollutants and greenhouse gases; and

§ 4. WHEREAS, CART is committed to alternative fuels, boasting 11 vehicles using domestically produced compressed natural gas (CNG); and

§ 5. WHEREAS, U.S. public transportation use saves 4.2 billion gallons of gasoline per year – the equivalent of 900,000 million cars filling up in a year; and

§ 6. WHEREAS, for every $1 invested in public transportation, $6 is generated in economic returns; and

§ 7. WHEREAS, CART is an important part of our city's transportation system, providing opportunity, access, choice and freedom, all of which contribute to an improved quality of life.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

§ 8. Do hereby proclaim Thursday, June 21, 2012, as NATIONAL DUMP THE PUMP DAY in the City of Norman and encourage all citizens of Norman to join CART along with other transit agencies across the country in participating in the seventh annual National Dump the Pump Day to encourage transit ridership.

PASSED AND APPROVED this 12th day of June, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

RECREATION EDUCATION THE CITY OF NORMAN OKLAHOMA RESEARCH HEALTH INDUSTRY

City of Norman, OK

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

Master

File Number: O-1112-39

File ID:	O-1112-39	**Type:**	Zoning Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 6	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	04/17/2012
File Name:	O-1112-39 Hudimax Rezone			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1112-39 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 NORTHWEST QUARTER OF SECTION 23, 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 C-1, LOCAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE WEST SIDE OF NORTH INTERSTATE DRIVE BETWEEN ROBINSON STREET AND ROCK CREEK ROAD AT THE INTERSECTION WITH STONEY BROOK DRIVE)

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-39 upon First Reading by title.

ACTION TAKEN: _____

Notes: Steve 6/4

Agenda Date: 06/12/2012

Agenda Number: 6

Attachments: Text File O-1112-39, O-1112-39 Hudimax, Hyundai Site Plan, Hyundai Addition PUD Narrative Annotated 5-23-12, Hudimax Rezone Location Map, Hudimax PUD Staff Report, Protest Map 6-7-12, Protest Letters - Hudimax, Protest received June 7 2012, Artman Appraisal letter for Hudimax, 5-10-12 PC Minutes - Hudimax

Project Manager: Jane Hudson, Current Planning 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	05/10/2012					
1	Planning Commission	05/10/2012	Recommended for Rejection	City Council			Fail

Action Text: Recommended for Rejection to the City Council
Notes: *Motion to recommend adoption failed on a vote of 3-5*

Text of Legislative File O-1112-39

body

BACKGROUND: Hudimax Norman Holdings, LLC is requesting a zone change from C-1, Local Commercial District to Planned Unit Development (PUD) for an auto dealership for 6.27 acres located at the southwest corner of North Interstate Drive and Stoney Brook Drive. This property was rezoned from Industrial to Commercial (C-1) in 1985 when the abutting residential development was approved. The site presents development constraints because it is bisected by easements and pipelines that restrict building locations. This PUD, however, addresses those constraints.

There was a previous zone change request in 2007. That request was for a larger 12.56-acre site to be rezoned to PUD to include an auto dealership, residential development, C-1 commercial uses and open space. This application was indefinitely postponed before final action by City Council. The current owner of the subject application has submitted a letter withdrawing the previous application on their 6.27 acres.

The entire east side of the tract fronts on the frontage road of Interstate 35, and the site is a short distance south of the new Rock Creek Road overpass. To the north of the site are uses of a commercial retail and office center, and then an apartment complex. To the south of the site is another grass field that is currently zoned C-1, Local Commercial District. Further to the south is the three-story Dillard office building and parking lot.

DISCUSSION: The particulars of this PUD include:

USE: The purpose for the PUD is to continue all permitted uses under the existing zoning Section 423.2, C-1, Local Commercial District, onto the property, and apply those C-1 provisions from the City of Norman zoning code, unless as amended by the PUD standards.

In addition, this PUD allows for one additional use (beyond the already existing C-1 uses) of new and pre-owned automobile sales and services, and automobile service and repair so long as such service and repair activities are conducted wholly within a completely enclosed building. The PUD Narrative restricts the height of the building on site to one story.

OPEN SPACE: Approximately 41,950 square feet or 15.4% of the site is shown as open space on the site plan. The majority of the green space will be located at the exterior edges of the property. The applicant will install a solid decorative masonry wall on the west side of the site. The wall will be ten feet high behind the building and eight feet high elsewhere. This wall is intended to provide an acoustic, visual and passage barrier around much of the perimeter of the site. Outside the wall on the west side of the site will be located several pocket parks to include benches. On the north side of the

site where the 8-foot high wall ends, there will continue a 3-foot tall evergreen hedge extending to North Interstate Drive. There will be landscaped areas along the entire perimeter of the site and also landscaped islands interior to the site. The PUD Narrative identifies the owner as the responsible party to maintain all landscaping on the site and in the adjacent right-of-way.

PARKING: All employee and visitor parking for the use will be within the boundaries of the lot "and shall not occur off site or on any adjacent streets". Unloading of vehicles will occur on the site or on the east side of the site within the extended deceleration lane. Any testing of vehicles from any automobile uses shall not occur in any residential streets of the Prairie Creek Addition to the west of the property. The PUD Narrative indicates that the property owner would like to work with the City and the citizens in perhaps posting Stoney Brook Drive to prohibit parking and access by certain types of vehicles.

Screening: The applicant will install a solid decorative masonry wall on the west side of the site that separates the commercial area from the residential uses. Behind the dealership there will be a wall ten feet high, and drop to eight feet for the remaining area around the site. Rooftop mechanical equipment will be screened from any abutting street, as will any outdoor storage areas (other than automobiles).

Lighting: All exterior lighting will comply with the adopted City of Norman Commercial Outdoor Lighting Standards. In addition, the light levels on the western roughly 1/3 of the property (more specifically shown on the submitted site plan) shall be a maximum of no more than 1.5 foot-candles per square foot average, by way of sharp cut-off luminaries only. Therefore, this self-imposes a further restraint of low level lighting across the western roughly 1/3 of the property.

Noise/Exterior Speakers or Intercom Prohibited: The PUD Narrative prohibits exterior loud speakers, intercoms, or sound systems in all areas of the site. No amplification of any music, announcements, persons' voices, or any other sounds shall occur on the exterior of the building on the property.

ACCESS: Access to the site will be on North Interstate Drive only. There will be a new deceleration lane constructed for access into the site.

SITE PLAN: The buildings will be located at the west end of the site with no overhead doors exiting to the west. The service entrance is on the east side of the building with the exit on the north.

The applicant has submitted changes to the PUD Narrative since the Planning Commission public hearing to address neighborhood concerns with the development. The changes are shown on the attached Annotated version of the PUD Narrative. A clean copy of the PUD Narrative is also attached.

STAFF RECOMMENDATION: With the development of University North Park across the Interstate, and the construction of the Rock Creek Road bridge, circumstances have changed in this area where more activity and an increase of commercial development makes the area more suitable for development. Impacts on nearby residences from the proposed commercial use are addressed in the PUD requirements. This PUD offers more controls and protection than the existing C-1 zoning

district regulations would provide. The adoption of the PUD standards will ensure a better transition from the Interstate to the existing residential area. Staff supports this PUD request. The Planning Commission, at their meeting of May 10, 2012, voted to deny a motion for approval by a vote of 3-5.

O-1112-39

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 NORTHWEST QUARTER OF SECTION 23, 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 C-1, LOCAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE WEST SIDE OF NORTH INTERSTATE DRIVE BETWEEN ROBINSON STREET AND ROCK CREEK ROAD AT THE INTERSECTION WITH STONEY BROOK DRIVE)

§ 1. WHEREAS, Hudimax Norman Holdings, L.L.C., the owner of the hereinafter described property, has made application to have the same placed in the PUD, Planned Unit Development District, and to have the same removed from the C-1, Local Commercial 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 place the following described property in the PUD, Planned Unit Development District, and to have the same removed from the C-1, Local Commercial District, to wit:

A tract of land lying in the NW/4 of Section 23, T9N, R3W, of the Indian Meridian, Cleveland County, Oklahoma, and being partially within Lot 1, Block 1, PRAIRIE CREEK ADDITION, SECTION 7, and an addition to the City of Norman, recorded in Book 15, Page 154, being more particularly described as follows:

COMMENCING at the SE/C of said NW/4; THENCE South 89°37'43" West along the South line of said NW/4 a distance of 145.50 feet;
THENCE North 00°02'02" West a distance of 278.43 feet to the intersection of the West right-of-way line of Interstate Highway 35 and the Northerly right-of-way line of Dove Crossing Drive;

THENCE North 00°02'02" West along said West right-of-way line of Interstate Highway 35, a distance of 822.45 feet to the POINT OF BEGINNING of the herein described tract;
THENCE North 89°37'43" West a distance of 391.36 feet to a point on the Westerly right-of-way line of Stoney Brook Drive;
THENCE Northerly and Easterly with the right-of-way line of Stoney Brook Drive the following six (6) courses:
1) North 07°32'19" West a distance of 457.58 feet to a point of curvature;
2) Northeasterly on a curve to the right having a radius of 126.64 feet (said curve subtended by a chord which bears North 31°03'36" East with a chord length of 157.98 feet) an arc distance of 170.59 feet to a point of tangency;
3) North 69°38'35" East a distance of 254.90 feet to a point of curvature;
4) Easterly on a curve to the right having a radius of 332.85 feet (said curve subtended by a chord which bears North 78°10'08" East with a chord length of 98.63 feet) an arc distance of 98.99 feet;
5) South 51°18'23" East a distance of 38.32 feet;
6) South 11°20'38" East a distance of 20.89 feet to a point on the West right-of-way line of Interstate Highway 35;
THENCE South 00°02'02" East along said West right-of-way line a distance of 655.73 feet to the POINT OF BEGINNING.

.

Said tract contains 273,645 square feet or 6.2820 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 PUD Narrative as revised and resubmitted May 23, 2012, the Site Development Plan contained therein, and supporting documentation submitted by the applicant and made a part hereof.

§ 6. 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

_____, 2012.

_____
Mayor

NOT ADOPTED this _____day of

_____, 2012.

_____
Mayor

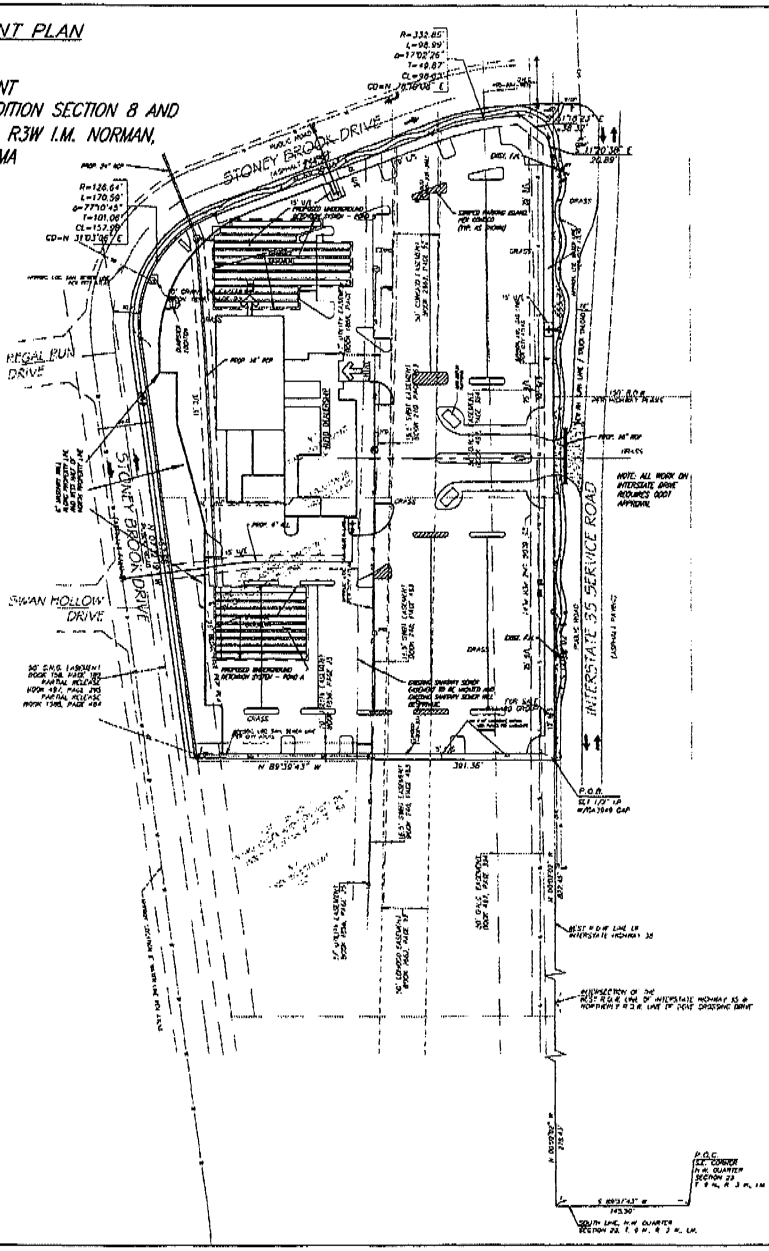
ATTEST:

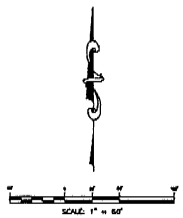
_____
City Clerk

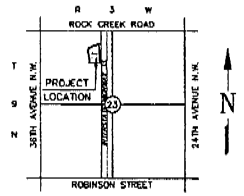
PRELIMINARY SITE DEVELOPMENT PLAN

HYUNDAI

A PLANNED UNIT DEVELOPMENT
A REPLAT OF A PORTION OF PRAIRIE CREEK ADDITION SECTION 8 AND
A PART OF THE N.W. 1/4, SECTION 23, T9N, R3W I.M. NORMAN,
CLEVELAND COUNTY, OKLAHOMA







LOCATION MAP
NOT TO SCALE

NOTES:

1. FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS. FIRE HYDRANTS WILL BE LOCATED WITHIN 2 TO 6 FEET OF CURB.
2. ALL SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
3. ALL PUBLIC UTILITIES SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF NORMAN STANDARDS.
4. ALL PUBLIC UTILITIES WILL BE IN DEDICATED EASEMENTS.
5. BUILDINGS WILL BE REQUIRED TO BE PROTECTED WITH AN AUTOMATIC SPRINKLER SYSTEM. THE TYPE WILL BE SHOWN ON FINAL PLAT SITE PLAN AND CONSTRUCTION PLANS IN A PUBLIC EASEMENT.

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) IN THE PLAT OF LOCATED. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE CONCERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

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HYUNDAI
INTERSTATE DR. & ROCK CREEK RD.
NORMAN, OKLAHOMA

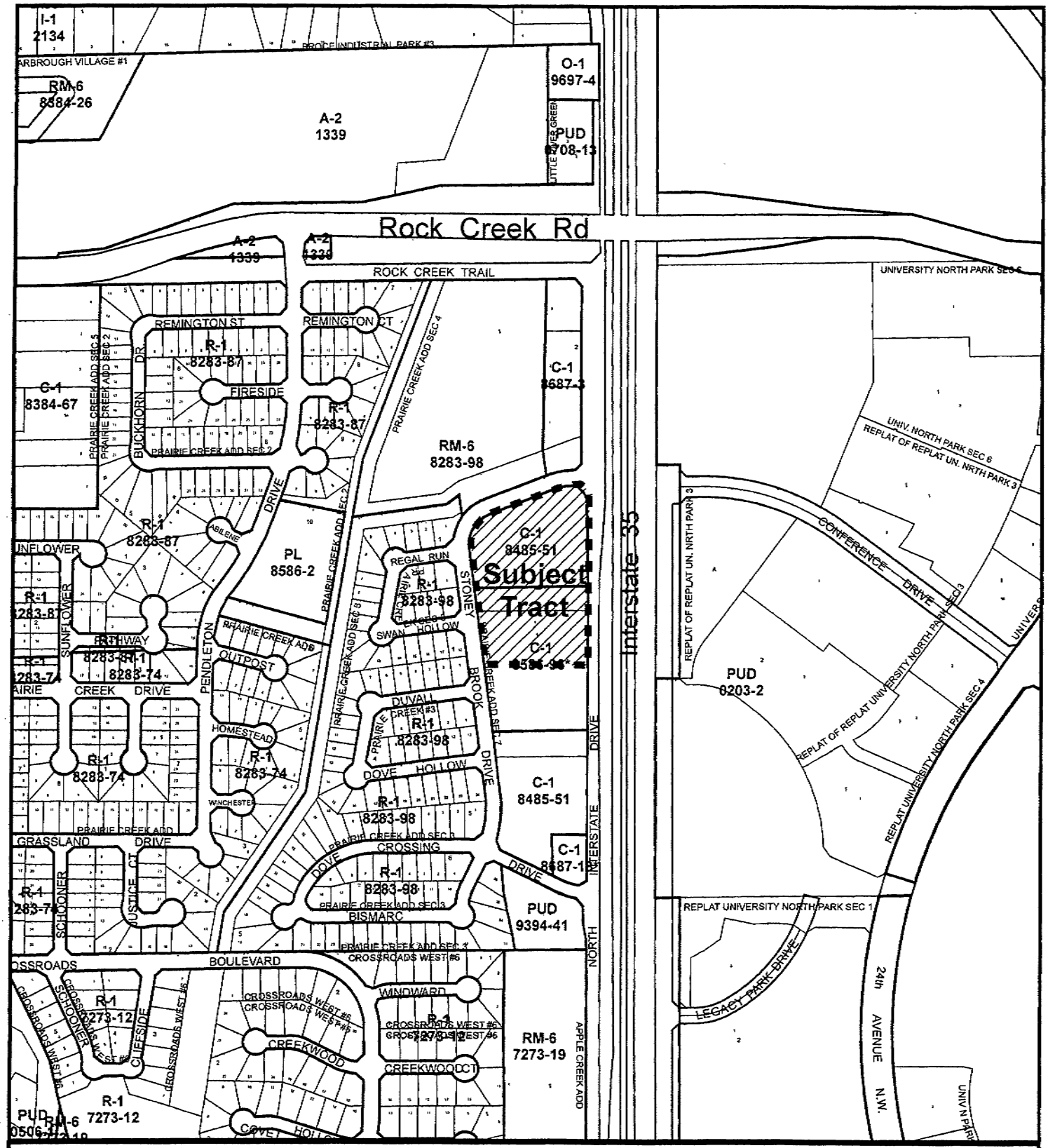
SMC
SMC Consulting Engineers, P.C.
115 Park Avenue, Oklahoma City, OK 73102
Ph: (405) 235-3535 Fax: (405) 235-3534
www.smcokc.com

No.	Revisions	Date
1	PLANNING COMMISSION	8/28/2013

PROJECT NO.: 5300.00
DATE: 6/19/13
SCALE: 1" = 60'
DRAWN BY: BVDA
CHECKED BY: K. L. MCCALEB
P.E. NUMBER: 13418

PRELIMINARY SITE DEVELOPMENT PLAN

SHEET NO. 1



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.

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S

April 17, 2012

0 250 500 Ft.

Subject Tract

Zoning

HYUNDAI ADDITION

NORMAN, OKLAHOMA

A PROJECT BY HUDIMAX NORMAN HOLDINGS, L.L.C.

PLANNED UNIT DEVELOPMENT
APPLICATION FOR PUD REZONING AND
PRELIMINARY PLAT

9 April 2012
Revised and resubmitted 4 May 2012
Revised and resubmitted 23 May 2012

PREPARED BY:

THE RIEGER LAW GROUP
Attn: Sean Paul Rieger
S.P. Rieger, PLLC
136 Thompson Drive
Norman, Oklahoma 73069-5245

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I. INTRODUCTION

This HYUNDAI ADDITION project (the "**Addition**") is proposed as a Planned Unit Development of roughly 6.27 acres, in Ward 8 of the City of Norman (see attached **EXHIBIT A**). The Addition lies on the west side of North Interstate Drive, at the Southwest corner of the intersection of North Interstate Drive and Stoney Brook Drive.

This Application is intended to put forth the parameters for which an automobile dealership may be developed on the Property, with careful controls so as to address the concerns of neighboring properties owners. Through the use of this PUD, the Addition may be developed in a far more restrictive manner than the property would develop under the existing C-1 Local Commercial zoning district.

II. PROPERTY DESCRIPTON/GENERAL SITE CONDITIONS

A. Location

The Addition lies on the west side of North Interstate Drive, at the Southwest corner of the intersection of North Interstate Drive and Stoney Brook Drive.

B. Existing Land Use and Zoning

The property is currently zoned C-1 Local Commercial District, which provides for many intense commercial uses such as restaurants (may also include live entertainment and/or dance floors), hotels, motels, liquor stores, appliance stores, automobile supply stores, dry cleaning and laundry plants, furniture stores, grocery stores, pet shops, indoors and outdoor recreational ball fields, pet shops, laundromats, offices, and more. In addition, the current C-1 zoning offers the possibility of special uses of activities such as funeral homes and automobile service stations. The current zoning allows for uses to a height of 35 feet or 2-1/2 stories. Moreover, the current zoning would allow multiple curb cuts and would not provide many of the unique protections put forth in this request.

The existing site is one of the few pieces of undeveloped Interstate 35 frontage left in Norman. The entire east side of the tract fronts on the frontage road of Interstate 35, and the site is just south a short distance from the new Rock Creek Road overpass. To the north of the site are uses of a commercial retail and office center, and then an apartment complex. To the south of the site is another grass field that is currently zoned C-1 Local Commercial District and is not owned by this applicant. Further to the south is the three story Dillard office building and its parking lot.

C. Elevation and Topography

The site consists generally of very low slope unimproved land, and is more or less a mowed field. No portion of the site is in the FEMA 100-year flood plain.

D. Drainage

A Drainage Impact Analysis has been prepared to illustrate the detention requirements that are required and the solutions planned. The Developer proposes storm water management in a substantially enhanced manner as compared to what is required under the current C-1 zoning on the already platted Property. Such enhanced controls are further stated below.

E. Utility Services

Many of the required utility systems for the project (including water, sewer, gas, telephone and electric) are currently located adjacent to, or in near proximity to, the boundaries of the Addition.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by Owner provided building sprinkler systems where required by building codes in individual structures.

G. Traffic Circulation and Access

The only vehicular access to the site would be provided by way of North Interstate Drive along the east side of the property. No other access points will be provided to the site, and no access points for vehicles will be provided along Stoney Brook Drive.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Addition shall be developed as depicted on the site plans and development plans as submitted with this application. The intent of this submittal is that the development shall be required to develop the site in substantial conformance to the preliminary site development plan submitted herewith. Therefore, the Exhibits attached hereto are incorporated herein by reference and further depict the development criteria for the Addition.

A. Commercial District Uses Permitted.

The purpose for the PUD is to allow all permitted uses under the existing zoning Section 423.2, C-1, Local Commercial District, on the Property, and apply those C-1 provisions from the City of Norman zoning code, unless as amended herein (in the event of any contradiction between the provisions of this PUD and the City Zoning Ordinance, this PUD controls).

In addition, this PUD allows for one additional use (beyond the already existing permitted C-1 uses) of new and pre-owned automobile sales and services, and automobile service and repair so long as such service and repair activities are conducted wholly within a completely enclosed building.

The Area Requirements of C-1 Local Commercial District are retained herein, unless conflicted with the site plan submitted herewith and in such case the site plan will control, although the site plan submitted herewith generally provides larger setbacks and much more restrictive edge treatment than the C-1 Zoning District. The Preliminary Site Development Plan is incorporated herein by reference and forms an integral part of this PUD request. The project shall be developed substantially in accordance with the Preliminary Site Development Plan and the drawings presented to the City Council for approval.

B. Miscellaneous Development Criteria

1. Sanitation

All dumpsters shall be located so as to be shielded from any residential uses, and shall be shielded from view from Stoney Brook Drive, and shall be located such that the perimeter solid masonry wall shall diminish sound transmission from the dumpsters to the nearby residential areas.

2. Exterior Speakers or Intercoms prohibited

Exterior loud speakers, intercoms, or sound systems are prohibited in all areas of the site. No amplification of any music, announcements, persons' voices, or any other sounds shall occur on the exterior of the buildings on the property.

3. Signage

All signage shall be in conformance with the City of Norman's Sign Code, as such Sign Code is amended from time to time by the City, and ~~comply~~ complies with applicable district regulations.

4. Perimeter Wall; Pocket Parks and Landscaping Buffer

A solid decorative masonry wall shall extend around most of the western perimeter of the site, as shown and located on the Preliminary Site

Development Plan provided herewith and as shown on attached Exhibits B and C. The wall will be ten (10') feet tall behind the west side of the building and transition to eight (8') feet tall elsewhere. This solid wall will provide an acoustic, visual, and passage barrier around much of the perimeter of the site as the property is across the street from the residences to the west. In addition, pocket parks with seating, indirect lighting, and substantial landscaping shall be installed on the Stoney Brook side of the masonry wall in substantial conformity and in an amount as shown on the Preliminary Site Development Plan submitted herewith. In addition, the balance of the site perimeter and interior shall be landscaped in excess of City Code. A solid evergreen hedge shall be installed along the north side of the property along Stoney Brook Drive per the Site Development Plan.

All landscaping in the pocket parks, along the masonry wall, throughout the interior of the site, and within all public rights-of-way shall be irrigated with an automatic sprinkler systems and shall be maintained in a first class appearance with regular pruning and care. Any landscaping that may die shall be promptly replaced with new landscaping of like quality and character.

~~A solid decorative masonry wall shall extend around most of the perimeter of the site, as shown and located on the preliminary site development plan provided herewith. The wall will be eight (8) feet tall behind the building and six (6) feet tall elsewhere. This solid wall will provide an acoustic, visual, and passage barrier around much of the perimeter of the site as the property is across the street from the residences to the west. In addition, pocket parks and substantial landscaping shall be required on the Stoney Brook side of the masonry wall as shown on the Preliminary Site Development Plan submitted herewith.~~

5. Traffic access/circulation/parking and sidewalks

The access to the PUD will be from North Interstate Drive. No access to the site may occur on any other right of way, except North Interstate Drive. Landscape buffers will accommodate all City of Norman traffic sight triangle requirements.

All public sidewalks will be at least five feet (5') wide, constructed to City of Norman Standards.

A widened, improved, and paved shoulder deceleration lane will be added to the north of the main entry, along the Interstate Drive frontage, as installed pursuant to this development

6. Parking; Automobile Unloading

All employee parking and visitor parking shall be provided wholly within the improved pavement within the site and shall not occur off site or on any adjacent streets. Any testing of vehicles from any automobile uses shall not occur in any residential streets of the Prairie Creek Addition to the west of the Property.

All parking and circulation of vehicle transport trucks and the unloading of all vehicles shall occur wholly within the site as shown on the Preliminary Site Development Plan. No service vehicles or delivery vehicles of any kind will be allowed to enter onto Stoney Brook Drive.
~~All unloading of vehicles shall occur wholly within the site, or within the widened, improved, extended, and paved shoulder lane that will be added to the north of the main entry, along the Interstate Drive frontage, as installed pursuant to this development to accommodate further car loading and unloading. No service vehicles or delivery vehicles of any kind will be allowed to enter onto Stoney Brook Drive.~~

The Applicant agrees that, subject to successful approval of this PUD Application by the City Council, Applicant will cooperate with residential neighbors in requesting City to post the Stoney Brook Drive right of way with traffic signs that read: No Parking; No Test Driving of Vehicles; and No Heavy Truck Traffic. (Currently, Stoney Brook Drive is not restricted in any such manner).

7. Lighting

All exterior lighting shall comply with the City of Norman lighting ordinance. In addition, the light levels on the western roughly 1/3 of the Property (an area as more specifically shown on the submitted site plans hereto) shall be a maximum of no more than 1.5 footcandles per SF average, by way of full cut-off luminaires only. Therefore, this self-imposes a further restraint of low level lighting across the western roughly 1/3 of the property – a restraint that does not currently exists under the C-1 zoning on the Property.

8. Open Space

The site plan submitted offers 41,950 SF of green space, within the roughly 273,258 SF property. Therefore the amount of green space on the property computes to roughly 15.4%.

9. Storm Water Management

As a further enhancement to the zoning of the Property being offered by the Applicant herein, the Applicant commits to provide substantially enhanced storm water management on the Property as compared to the

storm water controls that currently govern the Property under straight C-1 zoning on the existing plat. Specifically, the post construction storm water runoff from the paved areas will be treated for storm water quality by separating and trapping the debris, sediment, oil and grease from first flush by using the storm water quality best management practices in accordance with the current standard procedures as cited in various regional storm water ordinances; such as, the City of Wichita/Sedgwick County Storm Water Manual. First flush is the initial surface runoff of a rainstorm. During this phase, water pollution entering storm drains in areas with high proportions of impervious surfaces is typically more concentrated compared to the remainder of the storm. The City of Norman recognizes the use of this manual for the treatment of the post construction storm water runoff.

EXHIBIT A
Proposed Preliminary Plat

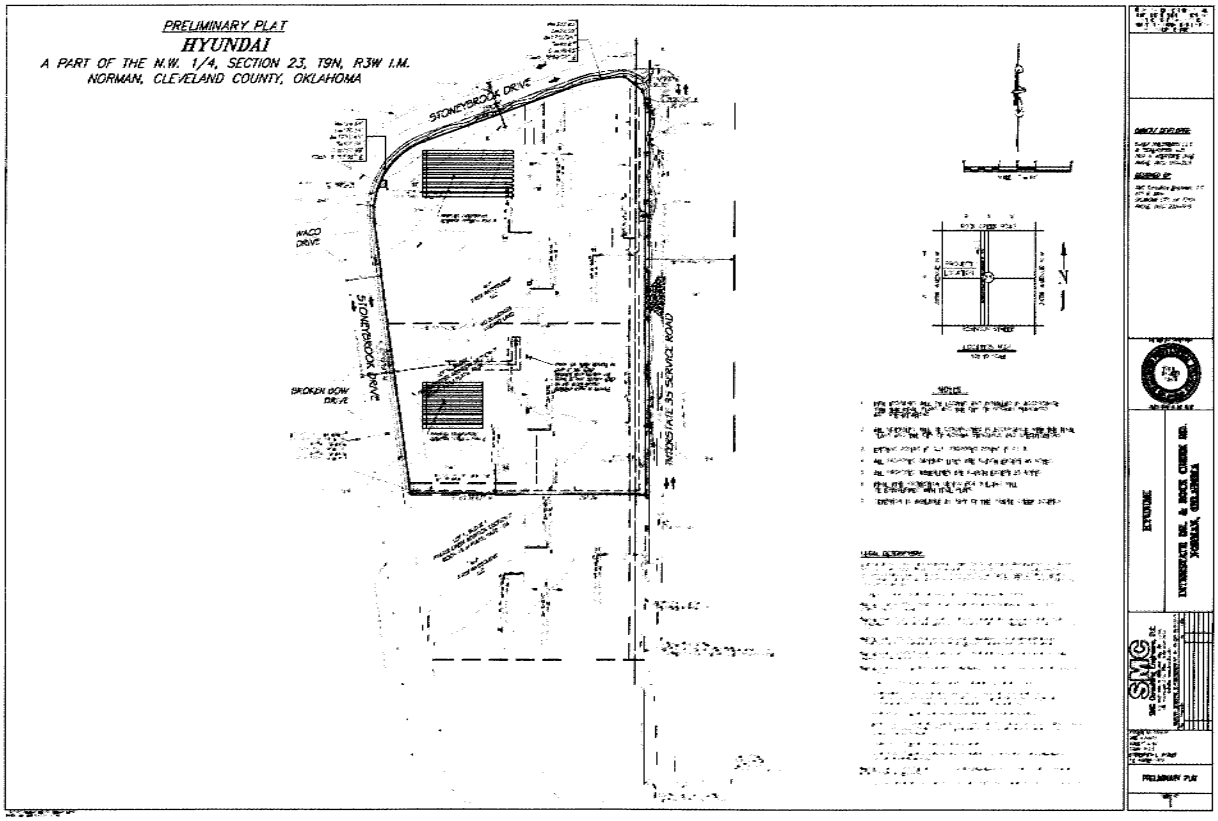


EXHIBIT B

Proposed Preliminary Site Development Plan

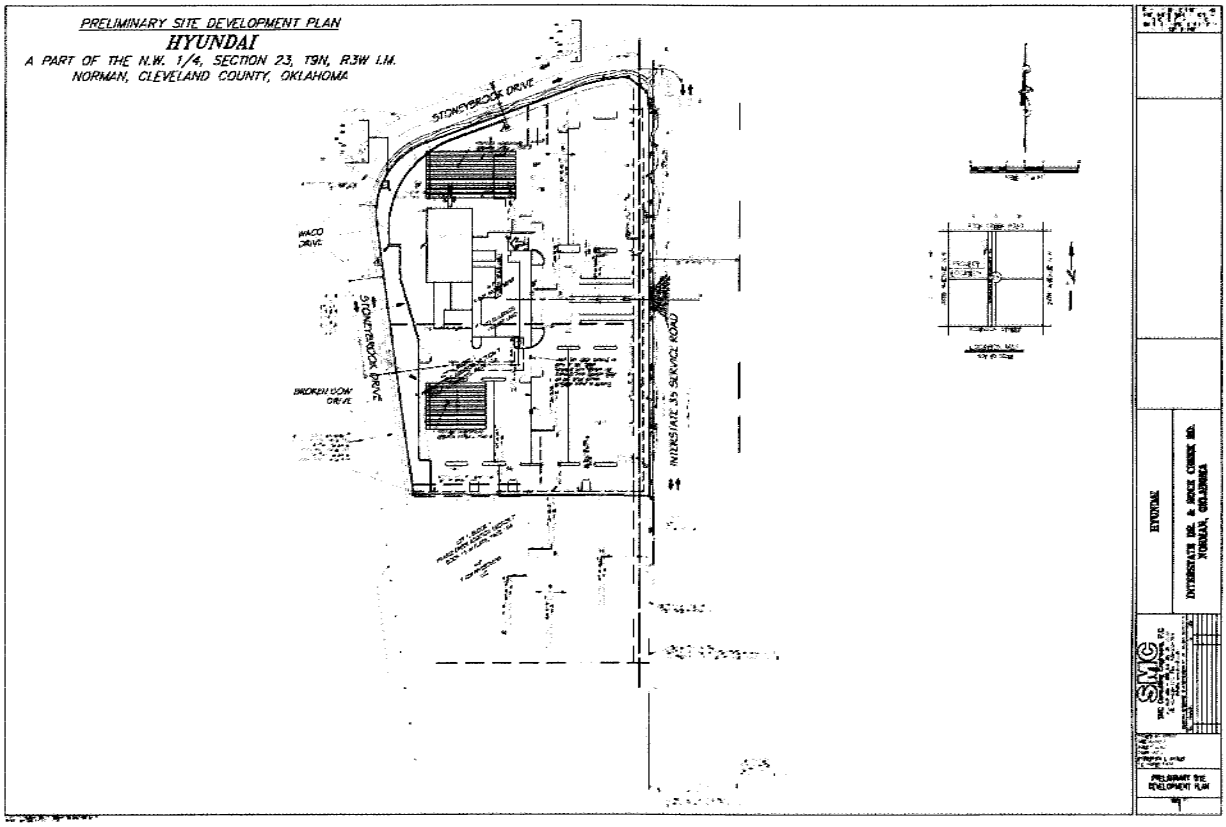
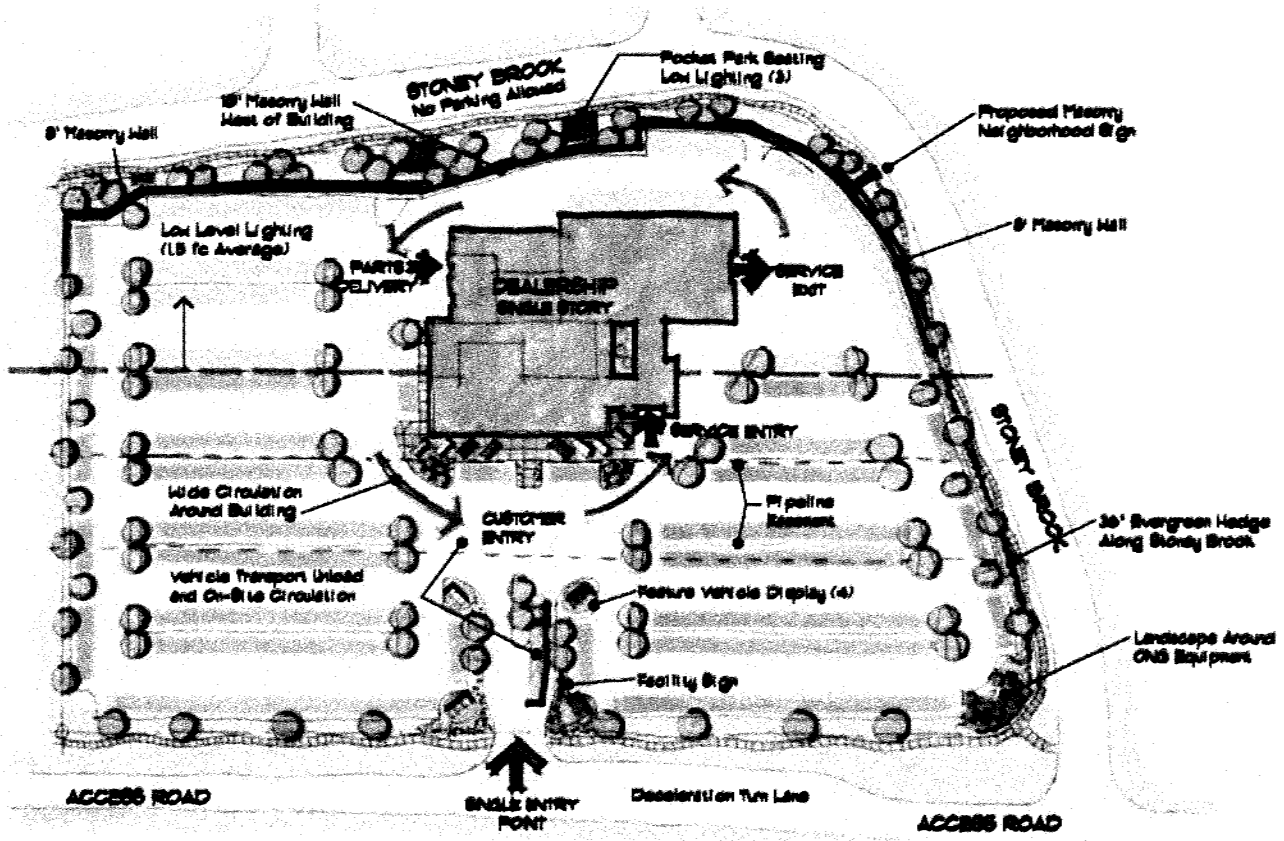
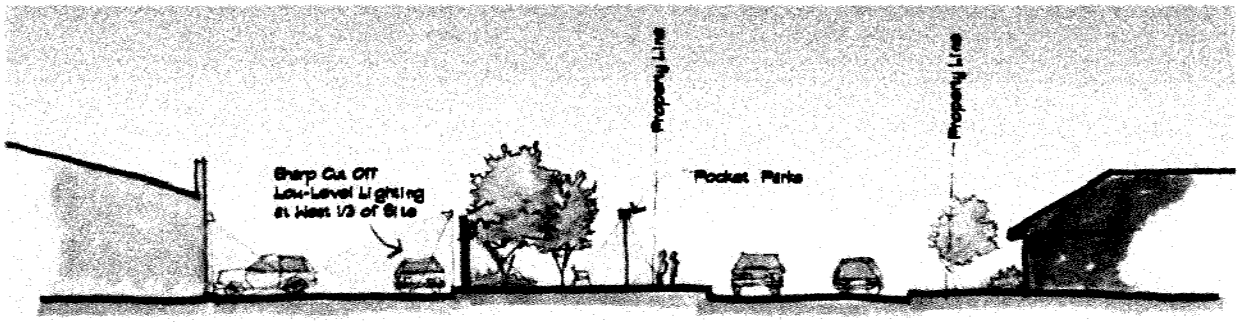


EXHIBIT C

Architectural Preliminary Site Development Plans





WEST SECTION THRU REAR WALL AT STONEY BROOK

HYUNDAI ADDITION

NORMAN, OKLAHOMA

A PROJECT BY HUDIMAX NORMAN HOLDINGS, L.L.C.

PLANNED UNIT DEVELOPMENT
APPLICATION FOR PUD REZONING AND
PRELIMINARY PLAT

9 April 2012
Revised and resubmitted 4 May 2012
Revised and resubmitted 23 May 2012

PREPARED BY:

THE RIEGER LAW GROUP
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Norman, Oklahoma 73069-5245

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I. INTRODUCTION

This HYUNDAI ADDITION project (the "**Addition**") is proposed as a Planned Unit Development of roughly 6.27 acres, in Ward 8 of the City of Norman (see attached **EXHIBIT A**). The Addition lies on the west side of North Interstate Drive, at the Southwest corner of the intersection of North Interstate Drive and Stoney Brook Drive.

This Application is intended to put forth the parameters for which an automobile dealership may be developed on the Property, with careful controls so as to address the concerns of neighboring properties owners. Through the use of this PUD, the Addition may be developed in a far more restrictive manner than the property would develop under the existing C-1 Local Commercial zoning district.

II. PROPERTY DESCRIPTON/GENERAL SITE CONDITIONS

A. Location

The Addition lies on the west side of North Interstate Drive, at the Southwest corner of the intersection of North Interstate Drive and Stoney Brook Drive.

B. Existing Land Use and Zoning

The property is currently zoned C-1 Local Commercial District, which provides for many intense commercial uses such as restaurants (may also include live entertainment and/or dance floors), hotels, motels, liquor stores, appliance stores, automobile supply stores, dry cleaning and laundry plants, furniture stores, grocery stores, pet shops, indoors and outdoor recreational ball fields, pet shops, laundromats, offices, and more. In addition, the current C-1 zoning offers the possibility of special uses of activities such as funeral homes and automobile service stations. The current zoning allows for uses to a height of 35 feet or 2-1/2 stories. Moreover, the current zoning would allow multiple curb cuts and would not provide many of the unique protections put forth in this request.

The existing site is one of the few pieces of undeveloped Interstate 35 frontage left in Norman. The entire east side of the tract fronts on the frontage road of Interstate 35, and the site is just south a short distance from the new Rock Creek Road overpass. To the north of the site are uses of a commercial retail and office center, and then an apartment complex. To the south of the site is another grass field that is currently zoned C-1 Local Commercial District and is not owned by this applicant. Further to the south is the three story Dillard office building and its parking lot.

C. Elevation and Topography

The site consists generally of very low slope unimproved land, and is more or less a mowed field. No portion of the site is in the FEMA 100-year flood plain.

D. Drainage

A Drainage Impact Analysis has been prepared to illustrate the detention requirements that are required and the solutions planned. The Developer proposes storm water management in a substantially enhanced manner as compared to what is required under the current C-1 zoning on the already platted Property. Such enhanced controls are further stated below.

E. Utility Services

Many of the required utility systems for the project (including water, sewer, gas, telephone and electric) are currently located adjacent to, or in near proximity to, the boundaries of the Addition.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by Owner provided building sprinkler systems where required by building codes in individual structures.

G. Traffic Circulation and Access

The only vehicular access to the site would be provided by way of North Interstate Drive along the east side of the property. No other access points will be provided to the site, and no access points for vehicles will be provided along Stoney Brook Drive.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Addition shall be developed as depicted on the site plans and development plans as submitted with this application. The intent of this submittal is that the development shall be required to develop the site in substantial conformance to the preliminary site development plan submitted herewith. Therefore, the Exhibits attached hereto are incorporated herein by reference and further depict the development criteria for the Addition.

A. Commercial District Uses Permitted.

The purpose for the PUD is to allow all permitted uses under the existing zoning Section 423.2, C-1, Local Commercial District, on the Property, and apply those C-1 provisions from the City of Norman zoning code, unless as amended herein (in the event of any contradiction between the provisions of this PUD and the City Zoning Ordinance, this PUD controls).

In addition, this PUD allows for one additional use (beyond the already existing permitted C-1 uses) of new and pre-owned automobile sales and services, and automobile service and repair so long as such service and repair activities are conducted wholly within a completely enclosed building.

The Area Requirements of C-1 Local Commercial District are retained herein, unless conflicted with the site plan submitted herewith and in such case the site plan will control, although the site plan submitted herewith generally provides larger setbacks and much more restrictive edge treatment than the C-1 Zoning District. The Preliminary Site Development Plan is incorporated herein by reference and forms an integral part of this PUD request. The project shall be developed substantially in accordance with the Preliminary Site Development Plan and the drawings presented to the City Council for approval.

B. Miscellaneous Development Criteria

1. Sanitation

All dumpsters shall be located so as to be shielded from any residential uses, and shall be shielded from view from Stoney Brook Drive, and shall be located such that the perimeter solid masonry wall shall diminish sound transmission from the dumpsters to the nearby residential areas.

2. Exterior Speakers or Intercoms prohibited

Exterior loud speakers, intercoms, or sound systems are prohibited in all areas of the site. No amplification of any music, announcements, persons' voices, or any other sounds shall occur on the exterior of the buildings on the property.

3. Signage

All signage shall be in conformance with the City of Norman's Sign Code, as such Sign Code is amended from time to time by the City, and complies with applicable district regulations.

4. Perimeter Wall; Pocket Parks and Landscaping Buffer

A solid decorative masonry wall shall extend around most of the western perimeter of the site, as shown and located on the Preliminary Site

Development Plan provided herewith and as shown on attached Exhibits B and C. The wall will be ten (10') feet tall behind the west side of the building and transition to eight (8') feet tall elsewhere. This solid wall will provide an acoustic, visual, and passage barrier around much of the perimeter of the site as the property is across the street from the residences to the west. In addition, pocket parks with seating, indirect lighting, and substantial landscaping shall be installed on the Stoney Brook side of the masonry wall in substantial conformity and in an amount as shown on the Preliminary Site Development Plan submitted herewith. In addition, the balance of the site perimeter and interior shall be landscaped in excess of City Code. A solid evergreen hedge shall be installed along the north side of the property along Stoney Brook Drive per the Site Development Plan.

All landscaping in the pocket parks, along the masonry wall, throughout the interior of the site, and within all public rights-of-way shall be irrigated with an automatic sprinkler systems and shall be maintained in a first class appearance with regular pruning and care. Any landscaping that may die shall be promptly replaced with new landscaping of like quality and character.

5. Traffic access/circulation/parking and sidewalks

The access to the PUD will be from North Interstate Drive. No access to the site may occur on any other right of way, except North Interstate Drive. Landscape buffers will accommodate all City of Norman traffic sight triangle requirements.

All public sidewalks will be at least five feet (5') wide, constructed to City of Norman Standards.

A widened, improved, and paved shoulder deceleration lane will be added to the north of the main entry, along the Interstate Drive frontage, as installed pursuant to this development

6. Parking; Automobile Unloading

All employee parking and visitor parking shall be provided wholly within the improved pavement within the site and shall not occur off site or on any adjacent streets. Any testing of vehicles from any automobile uses shall not occur in any residential streets of the Prairie Creek Addition to the west of the Property.

All parking and circulation of vehicle transport trucks and the unloading of all vehicles shall occur wholly within the site as shown on the Preliminary Site Development Plan. No service vehicles or delivery vehicles of any kind will be allowed to enter onto Stoney Brook Drive.

6-21

The Applicant agrees that, subject to successful approval of this PUD Application by the City Council, Applicant will cooperate with residential neighbors in requesting City to post the Stoney Brook Drive right of way with traffic signs that read: No Parking; No Test Driving of Vehicles; and No Heavy Truck Traffic. (Currently, Stoney Brook Drive is not restricted in any such manner).

7. Lighting

All exterior lighting shall comply with the City of Norman lighting ordinance. In addition, the light levels on the western roughly 1/3 of the Property (an area as more specifically shown on the submitted site plans hereto) shall be a maximum of no more than 1.5 footcandles per SF average, by way of full cut-off luminaires only. Therefore, this self-imposes a further restraint of low level lighting across the western roughly 1/3 of the property – a restraint that does not currently exists under the C-1 zoning on the Property.

8. Open Space

The site plan submitted offers 41,950 SF of green space, within the roughly 273,258 SF property. Therefore the amount of green space on the property computes to roughly 15.4%.

9. Storm Water Management

As a further enhancement to the zoning of the Property being offered by the Applicant herein, the Applicant commits to provide substantially enhanced storm water management on the Property as compared to the storm water controls that currently govern the Property under straight C-1 zoning on the existing plat. Specifically, the post construction storm water runoff from the paved areas will be treated for storm water quality by separating and trapping the debris, sediment, oil and grease from first flush by using the storm water quality best management practices in accordance with the current standard procedures as cited in various regional storm water ordinances; such as, the City of Wichita/Sedgwick County Storm Water Manual. First flush is the initial surface runoff of a rainstorm. During this phase, water pollution entering storm drains in areas with high proportions of impervious surfaces is typically more concentrated compared to the remainder of the storm. The City of Norman recognizes the use of this manual for the treatment of the post construction storm water runoff.

EXHIBIT A
Proposed Preliminary Plat

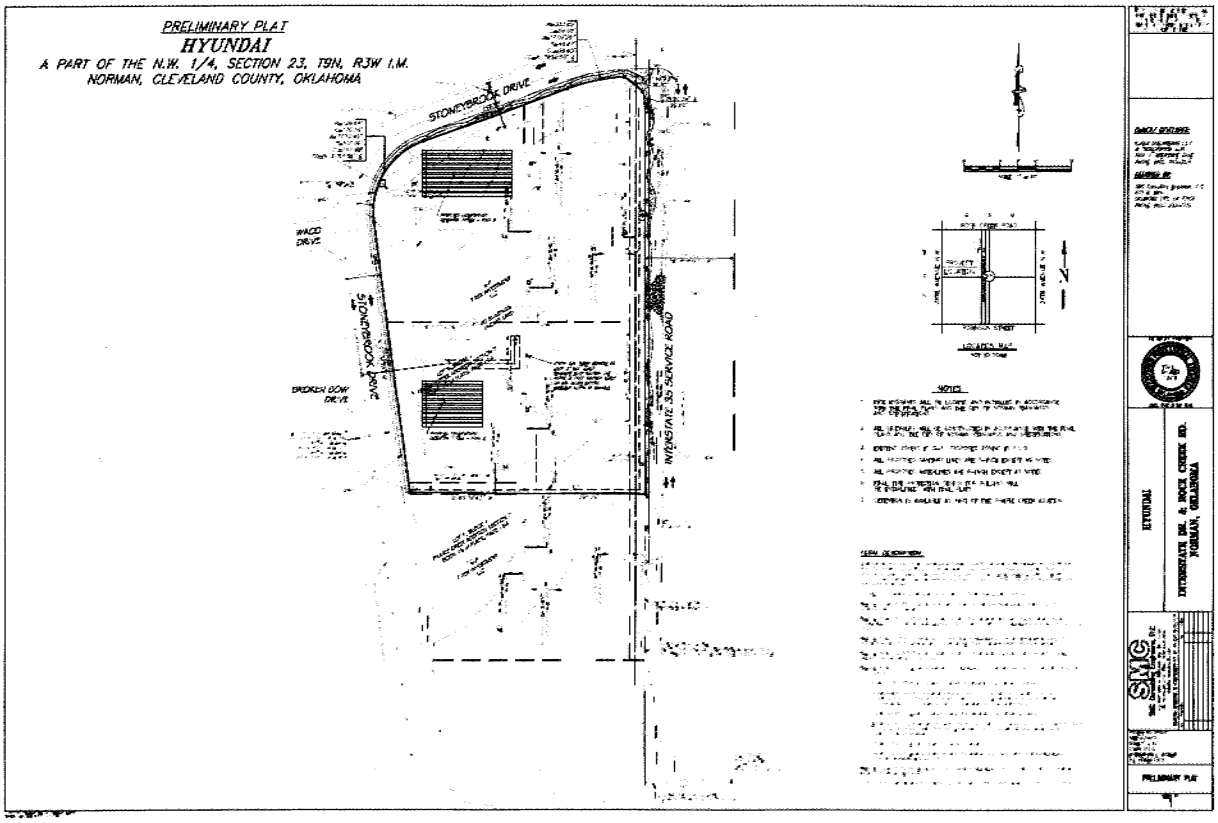


EXHIBIT B

Proposed Preliminary Site Development Plan

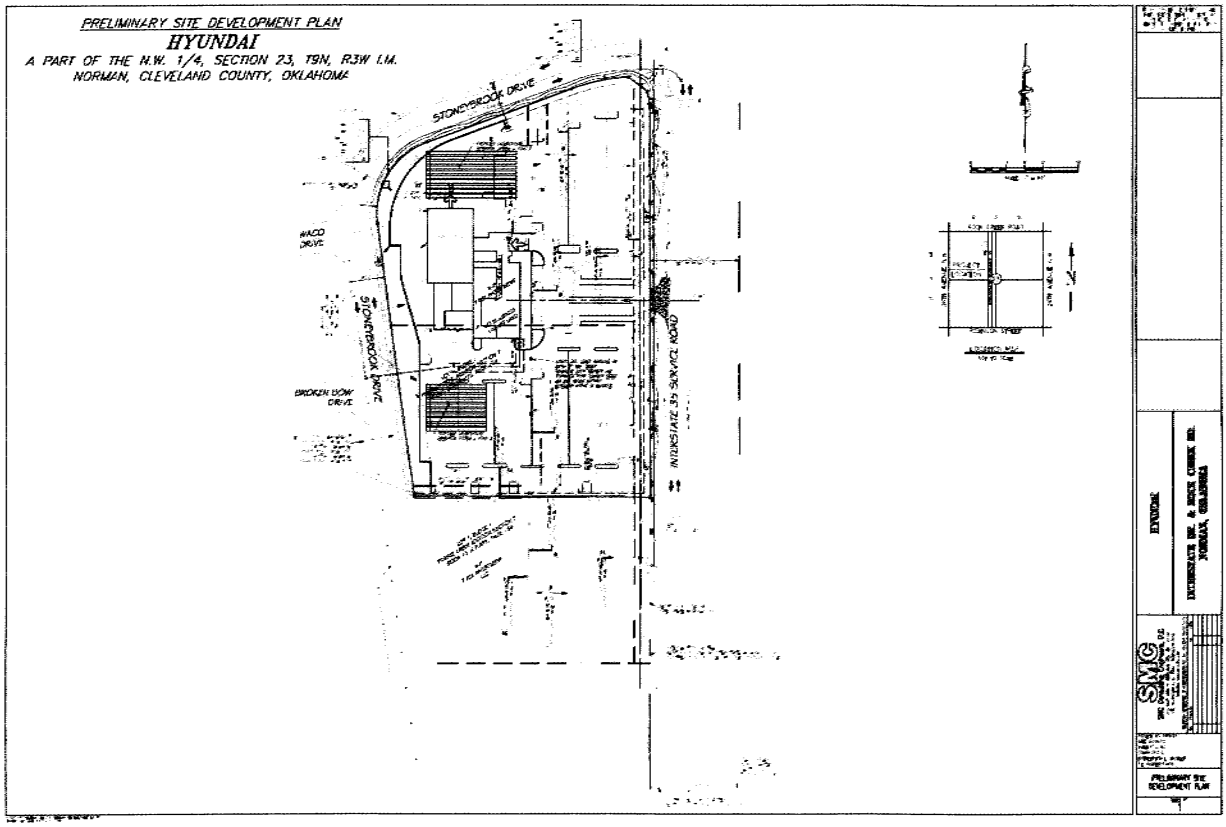
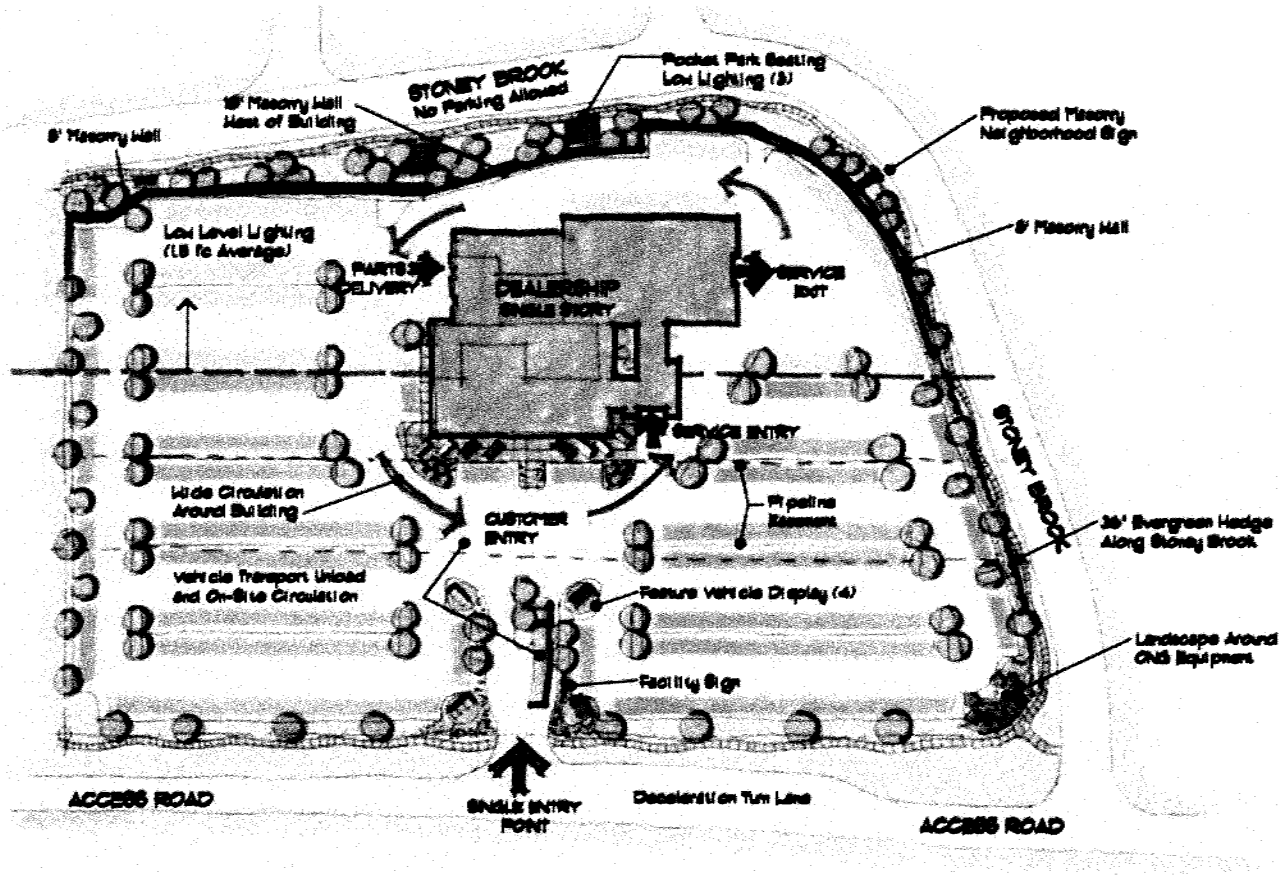
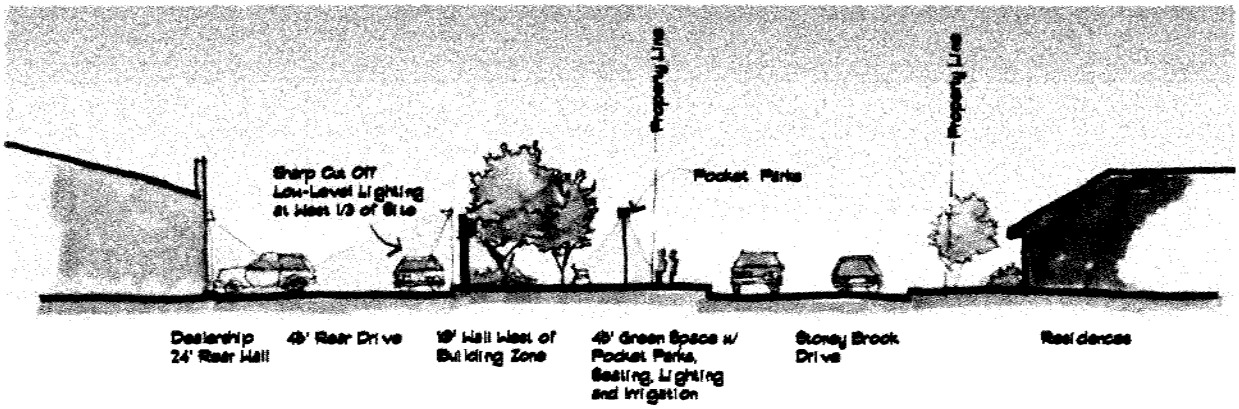


EXHIBIT C

Architectural Preliminary Site Development Plans





WEST SECTION THRU REAR WALL AT STONEY BROOK

ORDINANCE NO. O-1112-39 ITEM NO. 11b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Hudimax Norman Holdings, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	C-1, Local Commercial District
SURROUNDING ZONING	North: C-1 and RM-6 East: I-35 and PUD South: C-1 West: R-1
LOCATION	West of North Interstate Drive at Stoney Brook Drive
SIZE	6.282 acres more or less
PURPOSE	Auto Dealership
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Commercial, Office and Multi-Family East: I-35 and University North Park South: Vacant West: Single-Family

SYNOPSIS: Hudimax Norman Holdings, LLC is requesting a zone change from C-1, Local Commercial District to Planned Unit Development (PUD) for an auto dealership for 6.27 acres located at the southwest corner of North Interstate Drive and Stoney Brook Drive. This property was rezoned from Industrial to Commercial (C-1) in 1985 when the abutting residential development was approved. The site presents several development difficulties as it is bisected by easements and pipelines that restrict building locations. This PUD, however, addresses those constraints.

There was a previous zone change request in 2007. That request was for a larger 12.56 acre site to be rezoned to PUD to include an auto dealership, residential development, C-1

commercial uses and open space. This application was withdrawn before final action by City Council.

The entire east side of the tract fronts on the frontage road of Interstate 35, and the site is just south a short distance from the new Rock Creek Road overpass. To the north of the site are uses of a commercial retail and office center, and then an apartment complex. To the south of the site is another grass field that is currently zoned C-1 Local Commercial District. Further to the south is the three story Dillard office building and its parking lot.

ANALYSIS: The particulars of this PUD include:

1. **USE:** The purpose for the PUD is to continue all permitted uses under the existing zoning Section 423.2, C-1, Local Commercial District, onto the Property, and apply those C-1 provisions from the City of Norman zoning code, unless as amended by the PUD standards.

In addition, this PUD allows for one additional use (beyond the already existing C-1 uses) of new and pre-owned automobile sales and services, and automobile service and repair so long as such service and repair activities are conducted wholly within a completely enclosed building.

2. **OPEN SPACE:** Approximately 41,950 square feet or 15.4% of the site is shown as open space on the site plan. The majority of the green space will be located at the exterior edges of the property. The applicant will install a solid decorative masonry wall on the west side of the site. The wall will be eight feet tall behind the building and six feet tall elsewhere. This wall is intended to provide an acoustic, visual and passage barrier around much of the perimeter of the site. Outside the wall on the west side of the site will be located several pocket parks to include benches. On the north side of the site where the 6-foot tall wall ends, there will continue a 3-foot tall evergreen hedge extending to North Interstate Drive. There will be landscaped areas along the entire perimeter of the site and also landscaped islands interior to the site.

3. **PARKING:** All employee and visitor parking for the use will be within the boundaries of the lot "and shall not occur off site or on any adjacent streets". Unloading of vehicles will occur on the site or on the east side of the site within the extended deceleration lane. Any testing of vehicles from any automobile uses shall not occur in any residential streets of the Prairie Creek Addition to the west of the property.

4. **SCREENING:** The applicant will install a solid decorative masonry wall through the entire site that separates the commercial area from the residential uses. Behind the dealership there will be a wall eight feet high, and drop to six feet for the remaining area around the site. Rooftop mechanical equipment will be screened from any abutting street, as will any outdoor storage areas (other than automobiles).

5. **LIGHTING:** All exterior lighting will comply with the adopted City of Norman Commercial Outdoor Lighting Standards. In addition, the light levels on the western roughly 1/3 of the property (more specifically shown on the submitted site plan) shall be a maximum of no more than 1/5 foot-candles per square foot average, by way of sharp cut-off luminaries only. Therefore, this self-imposes a further restraint of low level lighting across the western roughly 1/3 of the property.

6. NOISE/EXTERIOR SPEAKERS OR INTERCOM PROHIBITED: The PUD Narrative prohibits exterior loud speakers, intercoms, or sound systems in all areas of the site. No amplification of any music, announcements, person's voices or any other sounds shall occur on the exterior the building on the property.

ALTERNATIVES/ISSUES:

- **IMPACTS:** Previously this tract carried an industrial designation, but was rezoned to commercial in 1985 when the abutting residential area was included. That ordinance did restrict vehicular access to the residential streets and provided for an evergreen screen behind the business. The site presents several development difficulties, as it is bisected by easements and pipelines that restrict building locations. This PUD appears to address those constraints.

- **ACCESS:** Access to the site will be on North Interstate Drive only. There will be a new deceleration lane constructed for access into the site.

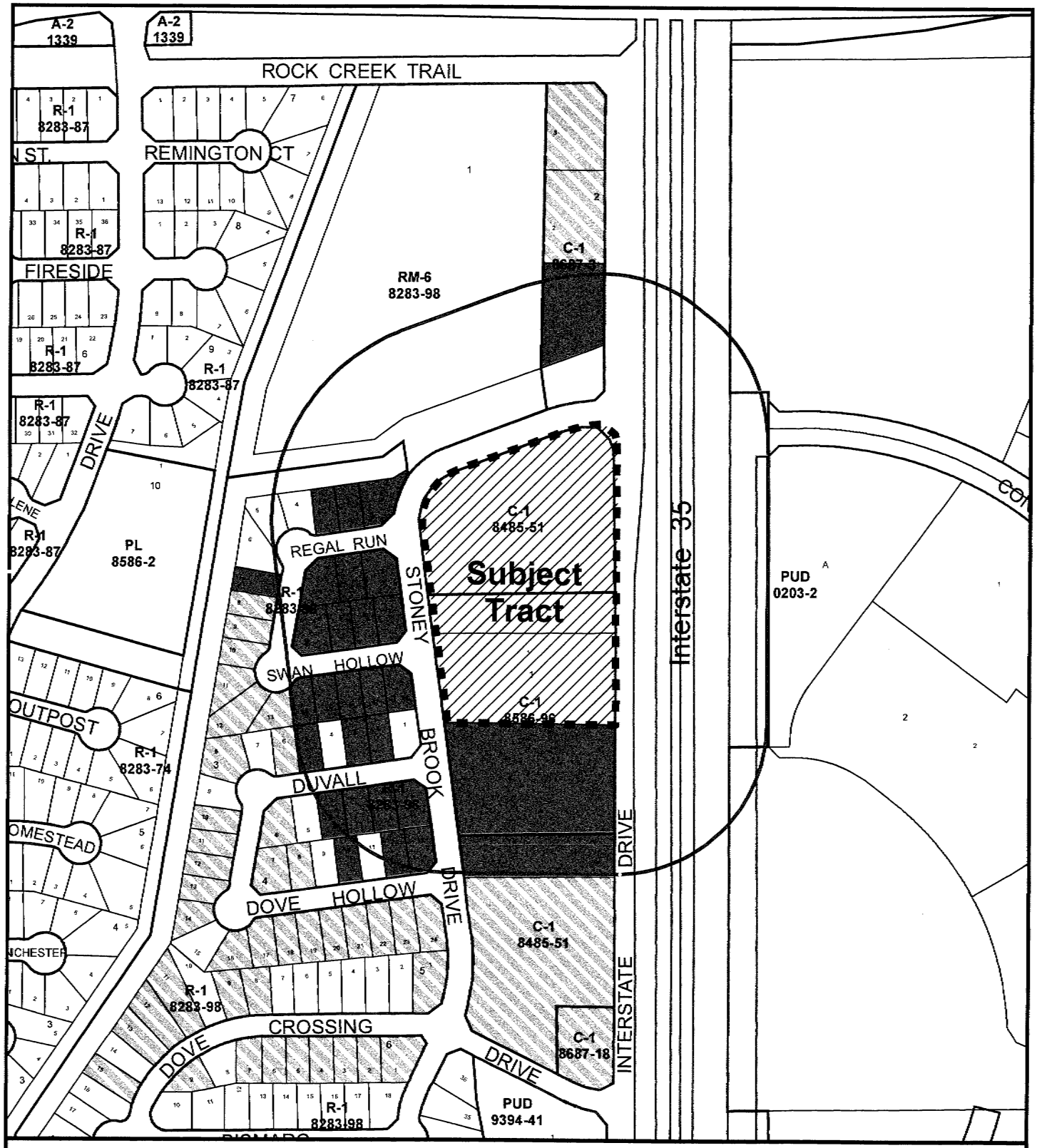
- **SITE PLAN:** The buildings will be located at the west end of the site with no overhead doors exiting to the west. The service entrance is on the east side of the building with the exit on the north.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: There are some existing easements that will be vacated as part of the development process for this area. Underground detention facilities will be utilized to convey the storm water at a predevelopment run-off from the site into an existing drainage outlet.

Five foot wide sidewalks will be constructed adjacent to the North Interstate Drive and Stoney Brook Drive.

STAFF RECOMMENDATION: With the development of University North Park across the Interstate, and the construction of the Rock Creek Road bridge, circumstances have changed in this area where more activity and an increase of commercial development makes the area more suitable for development. Impacts on nearby residences from the proposed commercial use are addressed in the PUD requirements. This PUD offers more controls and protection than the existing C-1 zoning district regulation would provide. The adoption of the PUD standards will ensure a better transition from the Interstate to the existing residential area. Staff supports this PUD request.



Protest Map

57.8% Protest 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.

N
W E
S

Scale: 1" = 300'

June 7, 2012

Subject Tract

Protest

Notification Area

Protest Outside
Notification Area

Mr. & Mrs. Sulaitis

3205 Duvall Dr.
Norman, OK 73072
(405) 370-3531

May 7, 2012

Chairman and Members of the Norman
Planning Commission
Planning Department
PO Box 370
Norman, OK 73070

RE: PD

Dear Sirs,

This letter is written to express our opposition to the proposed rezoning of the lot located at North Interstate Drive and Stoneybrook Drive. I respectively request that you do not approve the rezoning of this lot.

1. We need responsible economic development in Norman "Small Business" YES! "Car Dealership" NO!! Please do not rezone this area...this could set a precedence for the remaining lots to be developed into one large car dealership.

2.Safety for our neighborhood is a BIG concern! We feel that our neighborhood is a safe place for our children and grandchildren to play in. With this proposed dealership we will have increased traffic 24/7, not only in our neighborhood but on the Interstate Drive which is the only access we have in and out of our neighborhood. Test drives are more then likely to occur through our residential neighborhood and there is a school located to the north on the Interstate Drive. We have concerns with people browsing the car lot at all hours of the night as can be seen on the mile of cars located on I-35. Currently our neighborhood does not require police patrols. With this proposal, is the city willing to increase police patrols through our neighborhood ?

3.We have concerns over the loss of property value if this PUD is approved. We understood the C-1 zoning when we purchased our home, but we would not have purchased our home if it had been adjacent to a car lot. And at this

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OF THE CITY CLERK
ON 5-7-12

time we do not feel we would be able to sell our home if the proposal goes through and a car lot is built.

4. We have concerns about the unloading of the car carriers in our residential neighborhood. I visited and talked to several dealerships on I-35.They told me that the car carriers can not mange the turn off of the Interstate Drive. I was told at Reynolds Mazda that a driver attempted to make the turn into the lot and jack knifed his cab which blocked traffic for an extended amount of time. All dealerships on the east side unload their carriers on the road behind their lots. Hurdiburg/Big Red west side unloads their carriers on Interstate Drive and in the open field next to their lot. This lot is also used for employee parking. I was also told that the car carriers arrive at all hours of the night and will sit with their engines running until the dealership opens.

5. We have concerns about the lighting and intercom use. As well as any damage incurred by the car carriers to North Interstate Drive which we were told by the city that there is no funding available for any frontage road repair.

6. Hudimax Hyundai is already established on the mile of cars. How will the city benefit from it relocating to this lot? And if this proposal goes through will they be in a position to expand to the other lots thus creating a larger dealership? Will this further reduce the cities income by the lowering of property value thus reducing our property taxes?

7. Is the city prepared to install a storm drain system in our neighborhood. The current run off from the field during heavy rains comes up to the top of our curb. We are concerned that any paving of the field will direct more water down our street and potentially cause flooding in our front yard. Our streets are being repaired every few years due to water damage.

8.We are concerned that if it is re-zoned and if over time the car dealership closes down and pulls out for any reason, like other Auto Max locations have done in the past, we will then be stuck with a run down used car lot.

Thank you for your time and attention,

Sincerely,

The Sulaitis Family

Christopher Sulaitis

Dawnne M Sulaitis

Donna M.Taffe
Joseph Taffe
3205 Regal Run Drive
Norman, OK 73072

Chairman and Members of the Norman Planning Commission
Planning Department
PO Box 370
Norman OK, 73070

RE: PD12-06

Members of the Norman Planning Commission:

This letter is written to express our opposition to the requested rezoning of the lot located at North Interstate Drive and Stoney Brook Drive.

There have been no changes to the structure in this neighborhood since the last failed attempt to rezone this lot for a car dealership in 2007 that would give cause for anyone to say yes to the request this time around. In fact, all concerns remain the same.

The lot is located within the 350 ft. notification boundary from our neighborhood playground. This is a fact that should give everyone considering this issue great cause for concern and further study. We will have all night lighting issues less than 50' from our home, we will be forced to deal with the constant barrage of noise from compressors, car carriers, power tools and on loading and off loading of vehicles. We will have car alarms going off at all hours of the day and night. We will have to deal with the increased crime that is well documented and associated with car lots. We will have people test driving vehicles through our streets where our children play and ride bikes. We will have the discharge of auto detailing chemicals and the byproducts of auto repair and restoration of used vehicles for resale into the newly created natural habitat drainage system where we now enjoy ducks, geese, hawks and other wild life. This habitat is located within 25 ft. of the proposed car lot. We have existing drainage concerns in the neighborhood now that have been documented in the city and this plan, if approved, is sure to exasperate the problem.

We will have great difficulty in exiting and entering our neighborhood. The fact that we are a captive neighborhood is well known. We cannot enter or exit the neighborhood without negotiating the turn at the front of the proposed dealership. I invite you to try this feat yourself in the morning when school and work traffic is in place and tell me what your line of sight will be like with a car carrier full of cars sitting there. This is a disaster waiting to happen. In fact, I am told by those who live near Big Red, it is common practice for the trucks to arrive at night and sit outside all night long, with the truck running, while waiting for the dealership to open in the morning to off load. Imagine what that will be like for the families living so close to the lot?

Additionally, I would ask for a qualified analysis of the condition of North Interstate Drive that proves it is in adequate in condition and dimensions to allow for the frequent traffic of car carriers and other large vehicles without harm to the roads and community.

As I have said before, **it is of paramount importance that the Planning Commission and City Council consider the appropriateness of the zoning as it relates to the existing neighborhood**. The lot is an integral part of the neighborhood. The neighborhood is well educated on the uses allowed under the current zoning structure. We have invested in the homes we have purchased in this neighborhood with a reasonable expectation of what could be built on this lot and gave careful consideration to what the zoning was as well as the 2025 plan expectation. Hudimax, LLC also purchased this property with full knowledge of the zoning on the property. To ask this neighborhood to give up the safety, quality of life and value of the homes they have purchased to our detriment and their benefit is not only unreasonable, it is unfair. This is clearly an inequitable distribution of risk versus benefit between Hudimax, LLC and the 200 families who live in this neighborhood.

Thank you for your careful consideration,

Donna M. and Joseph Taffe

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 JM

David A. McClurkin
Barbara A. McClurkin
2000 Swan Hollow Dr.
Norman, OK 73072

May 2, 2012

Chairman and Members of the Norman Planning Commission
Planning Department
PO Box 370
Norman OK, 73070

RE: PD12-06

Dear Members of the Norman Planning Commission

We are writing this letter to state our strong opposition to the Hudimax LLC proposal to rezone the land at the SW corner of North Interstate Drive and Stoney Brook Drive to allow for a new car dealership.

As you know a similar proposal was made and ultimately rejected by the Norman City Council in 2007. Note: Technically the developer requested to "postpone their proposal indefinitely." However, the postponement request was made because it was obvious that the council was not going to support their proposal. Although the 2007 proposal required a residential "buffer" between the Dove Crossing Neighborhood and the car dealership the people of our neighborhood still objected to this rezoning request for a variety of valid reasons. The Norman City Council sided with the people of Dove Crossing Neighborhood.

The latest proposal by Hudimax LLC does not even offer a significant buffer. Many homes of the Dove Crossing Neighborhood would be directly across the street from the proposed car dealership. Many more homes would be within one block of the proposed dealership. On the surface the 2012 proposal would appear to not have as much impact on residential property as the 2007 proposal. Strictly speaking the new proposed PUD does not border as much of Dove Crossing Neighborhood as the 2007 proposal. Also, commercial property on the east side of Interstate 35 has now been included in the "350 foot" radius of notification. It is interesting to note that the property east of Interstate 35 was not included in the 2007 proposal. Despite the literal interpretation of the "350 foot" notification rule, the dynamics of Dove Crossing neighborhood have not changed in the last five years. Given the limited access to our neighborhood, every household will be adversely impacted by this car dealership regardless of their distance from the dealership. The impact to our neighborhood will be far greater than the impact to any property on the east side of the interstate. We are depending on the members of the planning commission (and if necessary the city council) to look beyond the "legalities" and apply some common sense to how this proposal will impact the Dove Crossing Neighborhood.

The adverse impacts of a car dealership right next to a residential neighborhood are many: Safety of our children, traffic congestion, noise, lights and lowered property values to name just a few. Some might point to Norman's new lighting ordinance as mitigation to the adverse impact of lighting. However, this ordinance won't provide significant relief to those unfortunate enough to live right across the street from the proposed dealership. Some might cite the fact that provisions of the PUD will protect the

neighborhood. However, if a parcel of land can be so easily rezoned a PUD can certainly be changed. We make note of the fact that developers of the University North Park wish to modify promises they made in the past and request more incentives for continued development. Once they have their foot in the door there is no doubt that Hudimax LLC will ask for concessions to the lighting ordinance and provisions of the PUD. Ultimately, if their business plan dictates, they will abandon this dealership without regard to the people of Dove Crossing Neighborhood. We note that a car dealership on the mile of cars was abandoned for a significant period of time – not a significant impact to the mile of cars, but a major eyesore to the residents of Dover Crossing Neighborhood.

Finally we wish to remind the planning commission of the basic tenants of zoning. Zoning provides protection to those who live within a neighborhood and protection from inappropriate development of land adjacent to a neighborhood. The Norman 2025 Plan reinforces this basic tenant . To "change the rules" to allow inappropriate commercial development next to a residential neighborhood after that neighborhood is well established is a violation of the city's commitment to protect the interests of its citizens. To state it more simply, if our realtor had attempted to show us a house within one block of a car dealership we wouldn't even have gotten out of the car. If land can so easily be rezoned, why bother with zoning at all? Denial of the Hudimax LLC request is not unfair to Hudimax LLC. Records indicate they bought this land in December, 2007. This company had ample opportunity to become aware of the issues involved with rezoning this land. To proceed with a purchase of land which is not zoned for your intended use (and for which a previous rezoning request had been rejected), is simply a bad investment. There is no obligation of the citizens of Dove Crossing Neighborhood or the City of Norman to rescue any company from their own bad investment decisions.

Thank you for your consideration.

David A. McClurkin and Barbara A. McClurkin
Dove Crossing Neighborhood Home Owners and Residents

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OF THE CITY CLERK
ON 5/3/12

Cynthia A. Tibbitts
3204 Duvall Dr
Norman, OK 73072
405.579.3265

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/3/12

To: Norman City Clerk
201 W. Gray
Norman, OK 73069

Date: 29 April 2012

Hello,

I am writing with regard to the notice of request for rezoning I received, dated 18 April 2012, referencing the property marked as 8485-51, currently zoned C-1. I would like the Planning Commission and City Council to consider my objection to the rezoning to PUD as proposed, based on the following:

1. Traffic southbound on the I-35 service road already exceeds the capacity of the Robinson Street I-35 interchange. It is often necessary to wait for multiple traffic light changes to reach Robinson Street or enter I-35 Unlike essentially every other addition adjacent to I-35, there is *no alternative entry or exit* from our neighborhood, so the traffic on the service road is a serious concern for us.

2. Drainage in this neighborhood has always been a problem, and I'm concerned that the problem of standing water on the sides of our streets may be exacerbated by any new development, particularly one such as this that incorporates a large percentage of pavement. This issue needs to be addressed in the planning of any development.

3. When I purchased my property, the expectation - based on existing zoning - was that development similar to that on the north (small retail and office facility) and south (professional office building) sides might occur. The proposed development substantially deviates from this type of development, and would change the character of the neighborhood. For example, our neighborhood covenants state "no truck, pickup truck, bus, or commercial vehicle of any kind exceeding 3/4 ton shall be parked or permitted to remain on the driveway of, *or street adjacent to any residential plot in this subdivision.*" Given these restrictions, it doesn't seem reasonable that, on the other side of our primary neighborhood street (Stonybrook Drive), there should be a dealership preparing, displaying, and repairing hundreds of vehicles, many of which we couldn't even park on the street or in our driveways.

4. The development of the proposed dealership would reduce property values, and amounts to enriching one party at the expense of hundreds of others, who had relied on the existing zoning when purchasing their homes.

5. A vehicle dealership presents some unique characteristics that make them less compatible with adjacent residential neighborhoods than most other small retail businesses and offices. For example, our neighborhood, which contains no through-streets at all, could now be subjected to use for

test drives, and parking for car haulers waiting to drop off or pick up vehicles. Equipment noise during early and late-hour operation will intrude on our neighborhood, and by nature a dealership requires more outdoor lighting than does a traditional office or small retail business. Any willingness on the part of the developers to agree to restrictions on operations to accommodate our neighborhood won't be binding on future property owners, and vehicle dealerships frequently transition from one owner to another.

I believe that the plans that have been submitted have taken our neighborhood into consideration to the extent possible, and I don't object to development of this property in general. I do object to substantially changing the development restrictions "after the fact", without compensating residents who purchased property based on the knowledge and consideration of existing restrictions. It's frustrating that our neighborhood specifically has to constantly defend the zoning for this property. If a change in zoning is appropriate for this property, then the proposal should be to change all C-1 zoning restrictions everywhere in Norman, not to repeatedly propose a change that affects only our neighborhood. The existing zoning for the property allows for a wide variety of commercial use, and I urge the commission and council to leave that existing zoning in place.

Sincerely,

Cynthia A. Tibbitts

Cynthia A. Tibbitts

April 4/24/12

Chairman and Members of the Norman
Planning Commission
Planning Department
PO Box 370
Norman, OK 73070

Dear Sirs:

This letter is written to express my opposition to the proposed rezoning of the lot located at North Interstate Drive and Stoneybrook Drive. I respectfully request that you do NOT approve the rezoning of this lot.

That lot is located in front of a very nice neighborhood that also contains a City Park and has a lot of children that enjoy playing there. This is a residential neighborhood and the inclusion of a Car lot would be a detriment to the local citizens. Stoneybrook would become a race track for test drives around the Dealership endangering the local children whom play in this area.

There are numerous other sites along I-35 in the very close area that could be used for more commercial sites. The East side of I-35 from Rock Creek to Tecumseh is almost completely empty. The same Real Estate Company (Equity Real Estate) that has this property listed also has several other commercial properties listed on the same I-35 Corridor. There is also room south of Robinson for a car lot that would put the new Company in what is commonly know as the Mile of Cars in Norman. North of Tecumseh Road there is also land available on the East and West sides of I-35 and the City of Norman apparently owns some of that land.

All of the above choices would allow for the addition of a new Automotive Dealer to locate in the close area without having to place it in a residential neighborhood.

Please do the right thing for the residents!

Thank you for your time and attention,

James Clevenger
3213 Regal Run Drive
Norman, OK 73072

FILED IN THE OFFICE
OF THE CITY CLERK
ON 4-25-12 YMC
6-38

#6

Mr. & Mrs. Louis Hanna
3209 Regal Run Drive
Norman, Oklahoma 73072

Chairman & Members of the Norman
Planning Commission
Planning Department
201 West Gray
Norman, Ok 73069

Re: PD12-06

Dear Sirs,
This letter is written to express our opposition to the proposed rezoning of the lot Located on North Interstate Drive between Stoney Brook Drive & Dove Crossing Drive. We respectfully request that you do not approve the rezoning of this lot.

We are not against development of this lot, we only want to keep it C-1 local commercial zoning, to fit the neighborhood it is tied too.

This proposal (current preliminary design) is for a car lot at our front door. The trucks to unload, lights, noise, pollution air & noise, test drivers, does not mix in our neighborhood of family homes and parks. We are closely tied to the lot with our entrances to the neighborhood at each end on Interstate Drive. I do not see how this could benefit the neighborhood or Norman Township. Does Norman need another car lot especially at the expense of tax paying home owners? I cannot believe our city council would vote for this zoning change.

This plan is very nice looking (except the high level lighting) they can use it farther North on Interstate Drive by the other car dealers if they have to put another car lot in Norman. Just over on the east side of I-35 is a planned unit development for their car lot also.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 4-25-12

Sincerely,
Louis & Carolyn Hanna
x Louis W. Hanna Jr. x Carolyn D. Hanna
Date April 23, 2012

#5

Mr. William D. Ogle
3216 Dove Crossing Dr
Norman, OK 73072

MARTHA OGLE
3216 DOVE CROSSING DR
NORMAN OK 73072-2962

April 28, 2012

Chairman and Members of the Norman
Planning Commission
Planning Department
PO Box 370
Norman, OK 73070

RE: PD

Dear Sirs:

This letter is written to express my opposition to the proposed rezoning of the lot located at North Interstate Drive and Stoneybrook Drive. I respectfully request that you do not approve the rezoning of this lot.

Thank you for your time and attention,

Sincerely,

Martha L. Ogle
William D Ogle

FILED IN THE OFFICE OF THE CITY CLERK
ON 4-30-12 TM

6-40

M_____

~~April~~ May 4, 2012

Chairman and Members of the Norman
Planning Commission
Planning Department
PO Box 370
Norman, OK 73070

RE: PD

Dear Sirs:

This letter is written to express my opposition to the proposed rezoning of the lot located at North Interstate Drive and Stoneybrook Drive. I respectfully request that you do not approve the rezoning of this lot.

I am against the rezoning proposal. More traffic. Besides Interstate traffic. After retirement my husband and I moved to Norman to be near family. In ~~1992~~ 1992 we built our home before this addition was completed. My husband passed in 2003. I am 92 now and have kept my property up to meet your ordinance. I am the only resident on both sides of my street who is the original owner who still resides here, except one person who left once and then moved back. This is the beginning of a bad ending for my friends. Property value I mean. Big guys - Little guys.

Thank you for your time and attention,

Sincerely, Judy Bynum
3209 Duvall Drive

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12

MR RICHARD H. CLARK
3200 DOVECROSSING DR
NORMAN, OK 73072

~~April~~ MAY 6TH

Chairman and Members of the Norman
Planning Commission
Planning Department
PO Box 370
Norman, OK 73070

RE: PD

Dear Sirs:

This letter is written to express my opposition to the proposed rezoning of the lot located at North Interstate Drive and Stoneybrook Drive. I respectfully request that you do not approve the rezoning of this lot.

IN THE PAST FIVE YEARS WE HAVE HAD OUR HOME COMPLETELY REMODELED INSIDE & OUT WITH AN ADDITION OF 500 SQ. FEET TOTALING 121,000 DOLLARS. I MOW TWICE A WEEK MAINTING THE PROPERTY. WE LIVE AT 3200 DOVECROSSING DR. WHICH IS ONE OF THE HOMES AT THE SOUTH ENTRANCE OF THE ADDITION. THE EXTRA TRAFFIC WOULD PUT THE SMALL CHILDREN IN THE ADDITION AS WELL AS OUR GRANDDAUGHTER WHO LIVES WITH US AT A GREAT SAFETY RISK. OUR PROPERTY WOULD LOOSE VAULE WHERE IT WOULD BE IMPOSSIBLE TO RECOVER. NOT TO MENTION THE COST OF THE HOME

Thank you for your time and attention,

Sincerely,

Richard H. Clark
3200 DOVECROSSING DR.
NORMAN, OK 73072

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-1-12 DK

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	DAVID A. McClurkin 2000 Swan Hollow Dr. Norman OK 73072	
2	Salim Douglah 2004 Swan Hollow Dr. Norman OK 73072	
3	Victoria Chinn 2008 Swan Hollow Dr. Norman Ok 73072	
4	Michael Trevino 3208 Swan Hollow Dr Norman OK 73072	
5	Will Kinkead 2012 Swan Hollow Dr. Norman OK 73072	
6	Kathy Kinkead 2012 Swan Hollow Dr Norman OK 73072	
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DATE: 5-7-12
TIME: 11:20 am
SIGNATURE M. Le Flore
City Clerk's Office

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Lauren Shelton 2016 Swan Hollow Dr Norman, OK 73072	
2	Michael Shelton 2016 Swan Hollow Dr Norman, OK 73072	
3	GREGORY VAN GORDER 2020 SWAN HOLLOW Norman, OK 73072	
4	Lisa Van Gorder 2020 Swan Hollow Dr Norman, Ok 73072	
5	JUSTIN BENNER 3217 REGAL RUN DRIVE NORMAN, OK 73072	
6	BRIAN CHINN 2008 SWAN HOLLOW DR NORMAN, OK 7307	
7	KATHY CHINN "	
8	TRUDY HENRY 3209 SWAN Hollow NORMAN, OK	
9	JOSE L. CASTUERA 3200 Swan Hollow Dr	
10	Edean Castuera "	
11	Karen Hill Karen Hill 3204 Swan Hollow Dr	
12	M. Yvonne Kotz 3212 Swan Hollow Dr	
13	Bobby Griffith Jr. 3220 Swan Hollow Dr 73072	
14	Jennifer Griffith 3220 Swan Hollow Dr 73072	
15	Curtis Bryan 3216 Swan Hollow Dr 73072	
16	Kimberly Lemmon 3216 Swan Hollow Dr. 73072	
17	BARBARA A. McCLURKIN, 2000 SWAN HOLLOW DR	

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 GK

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Jack Chinn 2008 Swan Hollow Dr.	Jack Chinn
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 JK

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Bill Wilson 3213 Swan Hollow Dr Norman OK 73072	Bill Wilson
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 9M

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

Steve Burks - Shopkeeper

	Printed Name and Address	Signature
1	Jot BURKS 408 Woodbine Cir Norman	
2	Mary-E Mardis 1000 E Lindsey St 73071	
3	Sam Camp 1400 College ave. Norman	
4	Staci Hooper 2570 N. Interstate Dr	
5	Diana Lee 4129 Nicole Pl	
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 PM

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Mark Benner 3220 Dove Hollow Ln	Mark R Benner
2	Joe Decker 3216 Dove Hollow Ln	
3	Ed Avery & 3208 Dove Hollow Ln	Ed Avery
4	Don + Dee Adarhold 3225 Dove Hollow Ln	Don adarhold Dee adarhold
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 TMC

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Paul Tibbitts 3204 Duvall Dr	Paul Tibbitts
2	Cynthia Van Meter 3208 Duvall Drive	
3	Thomas Egan 3220 Duvall Drive	
4	Jerry Kellow 3221 Dove Hollow	
5	Caryn Hales 3201 Dove Hollow	
6	Susan Jones 3200 Dove Hollow	
7	Tonya Averyt 3208 Dove Hollow	
8	Tracy D. Sipe 3212 Dove Hollow	
9	Maryliz Justiniano 3224 Dove Hollow	
10	Esteban Angwin 3228 Dove Hollow	
11	Brenda Asmer 1904 Dove Hollow	
12	Lisa Spray 1916 Dove Hollow	
13	Chris Sulaitis 3205 Duvall Dr	
14	Chris Mace 3201 Duvall Dr	
15	Lisa Mace 3201 Duvall Dr.	
16	John Chapin 3209 Duvall Dr	
17	Nancy Chapin 3209 Duvall Dr	

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 7M
6-49

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Marc A. Clanton 3217 Duvall	Marc A. Clanton
2	Elizabeth J Clanton 3217 Duvall	Elizabeth J Clanton
3	Lindy Besuick 3213 Duvall Dr.	Lindy Besuick
4	Anderson G Brannon	A G Brannon
5	Gloria Brannon 3221 Duvall DR.	GLORIA BRANNON
6	Dawnne M Sulaitis 3205 Duvall DR Norman	Dawnne Sulaitis
7	Ashley Sulaitis 3205 Duvall DR Norman	Ashley Sulaitis
8	Matthew Bacon 1928 Dove Hollow	Matthew Bacon
9	Kathy Young 1920 Dove Hollow	Kathy Young
10	Scot Spray 1916 Dove Hollow 1916 Dove Hollow	Scot Spray
11	Michael W Miller 1912 DOVE HOLLOW LN NORMAN	Michael W Miller
12	Margaret Sorensen 1908 Dove Hollow	Margaret Sorensen
13	SHANNON DECKER Dove Shannon Decker 3216 Hollow Lane	Shannon Decker
14	Sharon Sipe 3212 Dove Hollow Ln	Sharon Sipe
15	Jonathan Wren 3204 Dove Hollow	[illegible]
16	Judi Smith 3205 Dove Hollow	Judi Smith
17	Genna Hightower 3213 Dove Hollow	G Hightower

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 MC

6-50

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

		Printed Name and Address	Signature
✓	1	Chase Thomas 1891 Stoney Brook Dr	
✓	2	Leighanne Vaughn 3208 Bismarc Lane	
✓	3	Roland Vaughn 3208 Bismarc LN	
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 MC

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

Store owners in Strip Mall

	Printed Name and Address	Signature
1	STARLA OUTLAND PO BOX 1394, 73070	[signature]
2	Allen Estes 3433 pathway cir	[signature]
3	Sallie Vauter 2332 N Interstate	Sallie Vauter
4	Wendy Mattux " "	Wendy J. Mattux
5	LISA TURNER	Lisa Turner
6	MaryEllen Benavidez	MaryEllen Benavidez
7	BRITTON WILSON	Britton Wilson
8	JAMES MEREDITH	James H. Meredith
9	Steve Copeland	[signature]
10	Lisa Ortiz	Lisa Ortiz
11	Eileen Hawkins 1424 QUAIL HALLOW CT	Eileen Hawkins
12	Virginia Roberts 21080 AK TREE AVE	Virginia Roberts
13	3212 DuVall Dr. cox.net George Lanzidelle avdo @	[signature]
14	REBECA LANZIDELLE	Rebeca Lanzidelle
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 TM

6-52

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Dianne Harris 1805 StoneyBrook Dr.	Dianne Harris
2	Rachel Simpson 1805 Stoney Brook Dr.	Rachel Simpson
3	Casey Simpson 1805 Stoney Brook Dr.	Casey Simpson
4	Courtney Krieger 3212 Bismarc Lane	Courtney K
5	Cathy Roberts 3216 Bismarc Lane	Cathy Rett
6	Jason Roberts 3216 Bismarc Lane	Jason Rett
7	Austin Krieger 3212 Bismarc Lane	Austin Krieger
8	Nancy Bacon 3228 Bismarc Lane	Nancy Bacon
9	Patsy Gilstrap 3236 Bismarc Ln	Patsy Gilstrap
10	Roger Harmon 3240 Bismarc	Roger Harmon
11	RYAN Jones 1800 Bismarc CT	Ryan Jones
12	Chantz Jay Wilson 1804 Bismarc Ct	Chantz Jay Wilson
13	Ramiro Rocha Jr. 3229 Bismarc	Ramiro Rocha
14	3221 BISMARC	Don Heath
15	Courtney A. Fincher 3217 Bismarc Ln.	Courtney Fincher
16	LEONARD YOUNGBLOOD 3201 SWAN HOLLOW	
17	JOSEPH STEADMAN 3200 BISMARC LANE	

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 JM

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Ken Webb 3200 Regal Run	
2	Leslea Bennett-Webb	
3	Peggy Rye 3204 Regal Run Drive	Peggy Rye
4	TRACY RYE 3204 REGAL RUN DR.	
5	James Clevenger	
6	LOUIS HANNA 3209 REGAL RUN DR	
7	Carolyn D. Hanna 3209 Regal Run Dr.	
8	3208 Regal Run	
9	Larry Sparks 3201 Regal Run Dr	
10	Sue Sparks 3201 Regal Run Dr.	
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 PM

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Pat Walker 3200 Duvall Dr	Pat Walker
2	Ann Bentel 3249 Dove Crossing Dr.	Ann M. Bentel
3	Donna Taffe 3205 Regal Run Dr	DONNA TAFFE
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 PM
6-55

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Holly Phillips 3205 Dove Crossing	Holly Phillips
2	Dodie RAFFERTY 3208 Dove Crossing	Dodie Rafferty
3	Tracy Holloway 3212 Dove Crossing	
4	Kyle Logan 3225 Dove Crossing	
5	DJ Davis Harris 3232 Dove crossing	
6	Shay Spaligone	Shay Spaligone
7	Anetta Cleveland 3229 Dove Crossing	Anetta Cleveland
8	Andy Greiner 3233 Dove Crossing	
9	~~3241 Dove Crossing~~	
10	Nicole Gray Shatzbury	3257 Dove Crossing OK
11		3220 DOVE CROSSING
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 TM

6-56

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
1	Martha Ogle 3216 Dove Crossing	Martha L. Ogle
2	William D Ogle " Norman OK 73072	Bill Ogle
3	Lois Harris 3232 Dove Crossing Dr	L Harris
4	Taylor Vaughn Harris "	
5	Vincent C Harris Vincent C Harris	
6	MARC ENGELBACH 3245 DOVE CROSSING	
7	RITA DIANA LYONS 3205 SWAN HOLLOW DR.	Rita D. Lyons
8	FAUZIA AHMAD 3204 Dove Crossing Dr.	Fauzia Ahmad
9	Saniya Ahmad 3204 Dove Crossing Dr.	Saniya Ahmad
10	ARIC Holloway 3212 Dove Crossing	
11	Mark Karazim 3224 Dove Crossing Dr	
12	Richard A. Clark 3200 DOVECROSSING DR.	Richard A. Clark
13	Dana Y Sessions 3201 Dove Crossing Dr.	
14	RICHARD LOOTHER 3208 Dove Crossing DR	
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 PM

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

	Printed Name and Address	Signature
	RON E EVANS, 3209 BISMARC LANE	
1	John Heard 3205 Bismarc Ln	John Heard
2	N. Heard 3205 Bismarck Ln	N Heard
3	Tiffinie Bedford 3224 Bismarc Ln	Bedford
4	Ashley Streight 3232 Bismarc Ln	Ashley Streight
5	Reta Blue 3233 Bismarc Ln	Reta Blue
6	Gene Blue 3233 Bismarc Ln	Gene Blue
7	Michel Stacy 3257 Dove Crossin	M Stacy
8	John Spencer 1916 Bismarc ct	
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-7-12 mc

We, the undersigned, united in opposition, wish to express our strong objection to the Planning Commission recommendation for the land use change as proposed by the Hudimax Norman Holdings, LLC rezoning application for the lot located at Stoneybrook Drive and N. Interstate Drive.

		Printed Name and Address	Signature
✓	1	DAVID A. McCLURKIN 2000 Swan Hollow Dr. Norman OK 73072	
✓	2	Salem Douglas 2004 Swan Hollow Dr. Norman OK 73072	
✓	3	Victoria Chinn 2008 Swan Hollow Dr. Norman OK 73072	
✓	4	Michael Trevino 3208 Swan Hollow Dr Norman OK 73072	
✓	5	Will Kinkead 2012 Swan Hollow Dr. Norman OK 73072	
✓	6	Kathy Kinkead 2012 Swan Hollow Dr Norman OK 73072	
✓	7	MBD LIMITED CO (RUDY KHOURI)	
STORE→	8	Jimmie Baker 2320 N. Interstate Dr. Synergy Salon	
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FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/7/12

ARTMAN APPRAISAL COMPANY

4612 FOXBOROUGH COURT
NORMAN, OKLAHOMA 73072
Phone: (405) 360-1444 Fax: (405) 321-7761
E-Mail: artman11@cox.net

May 4, 2012

Hudimax Norman Holdings, L.L.C.
c/o Mr. Sean Paul Rieger
136 Thompson Drive
Norman, Oklahoma 73069

RE: Proposed rezoning of 6.2820-acre commercial site
West side of North Interstate Drive at Stoneybrook Drive
Norman, Oklahoma

Dear Sirs:

Pursuant to your request, I have completed a review and analysis of the preliminary plans for a proposed automobile dealership to be developed on a 6.2820-acre commercial site situated on the west side of North Interstate Drive due south of Stoneybrook Drive in Norman, Oklahoma. This property is legally described as part of the Northwest Quarter of Section 23, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma.

The directed purpose of this report is to analyze the effects upon surrounding properties resulting from the rezoning of the property from the current "C-1" Local Commercial District zoning to PUD or Planned Unit Development zoning(subject to the use and development regulations of the "C-1" Local Commercial District and adding automobile sales as a permissible use) and the site being developed with the proposed use. The existing surrounding land uses include a vacant 6.2886-acre commercial site contiguous to the south(with "C-1" Local Commercial District zoning), a three-story office building and apartment complex further south fronting along North Interstate Drive, a single-family residential addition(Dove Crossing) to the west, a retail/office strip center fronting along North Interstate Drive and an apartment complex contiguous to the west of the retail/office strip center to the north, and Interstate 35 to the east. To the east of Interstate 35 is University North Park, a 585-acre mixed use planned unit development(consisting of retail, commercial, office uses) situated along the east side of Interstate 35 which extends from Robinson Street on the south to Tecumseh Road on the north.

The proposed use of the property, an automobile dealership, would consist of an automobile dealership facility with a gross building area of ± 25,000 square feet situated on a 6.2820-acre site. The dealership facility would include a showroom, sales offices, accounting offices, parts department, detail area, and service area as well as outside open display area and customer parking area. The only vehicular access onto the site would be via a driveway approach off of North Interstate Drive near the middle of the tract. There would be no outside display lighting on the west or back half of the site. There would be an 8-foot brick screening wall along the west or back side of the property situated about 60 feet from the street with a landscaped park area as a buffer. The building would be placed approximately 40 feet further to the east of the brick wall. These design features of the proposed project would help to minimize any potential adverse noise, traffic, or visual effects upon the surrounding properties.

Uses permitted within the current "C-1" Local Commercial District include but are not limited to the following: automobile supply store, clothing or apparel store, dry cleaning and laundry plant, furniture store, supermarket, hardware store, hotel or motel, liquor store, restaurant, theatre, and multiple other commercial uses. Individual uses can have building areas up to a gross area of 35,000 square feet. Any of these uses could potentially have a more adverse effect upon the surrounding properties in the immediate area resulting from either higher vehicular traffic volume, noise effects, or visual effects.

After reviewing and analyzing the proposed use of the subject property and the permissible uses within the current "C-1" Local Commercial District zoning classification, it is my opinion that the net effect of the proposed use of the property upon the surrounding land uses in the vicinity of the subject property would be no greater or different than the uses currently permissible within the existing "C-1" Local Commercial District zoning classification. The proposed use of the property would have no different effect upon property values of the surrounding properties in the area(in particular single-family residential properties in the neighborhood to the west) than any potential uses currently permissible within the existing "C-1" Local Commercial District zoning.

I trust this report adequately addresses all of your concerns relating to the proposed rezoning of the property and the potential effects upon the surrounding properties in the area.

Respectfully submitted,

Jim R. Artman
Oklahoma State Certified General
Appraiser No. 10289CGA

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 10, 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 10th day of May 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions 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 Cynthia Gordon Tom Knotts Curtis McCarty Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Diana Hartley

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 David Riesland, Traffic Engineer Terry Floyd, Development Coordinator

* * *

Item No. 11, being:
CONSIDERATION OF A REQUEST SUBMITTED BY HUDIMAX NORMAN HOLDINGS, L.L.C., FOR PROPERTY GENERALLY LOCATED WEST OF NORTH INTERSTATE DRIVE AT STONEY BROOK DRIVE.

11A. RESOLUTION NO. R-1112-130 – HUDIMAX NORMAN HOLDINGS, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1112-7) FROM OFFICE DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF NORTH INTERSTATE DRIVE, BETWEEN ROBINSON STREET AND ROCK CREEK ROAD, AT THE INTERSECTION WITH STONEY BROOK DRIVE.

ITEMS SUBMITTED FOR THE RECORD:
1. 2025 Map
2. Staff Report

11B. ORDINANCE NO. O-1112-39 – HUDIMAX NORMAN HOLDINGS, L.L.C. REQUESTS REZONING FROM C-1, LOCAL COMMERCIAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT DISTRICT, FOR PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF NORTH INTERSTATE DRIVE, BETWEEN ROBINSON STREET AND ROCK CREEK ROAD, AT THE INTERSECTION WITH STONEY BROOK DRIVE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Site Plan
4. PUD Narrative

11C. PP-1112-16 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY HUDIMAX NORMAN HOLDINGS, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR HYUNDAI ADDITION, GENERALLY LOCATED WEST OF NORTH INTERSTATE DRIVE AT STONEY BROOK DRIVE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Site Plan
5. Request for Alley Waiver
6. Pre-Development Summary
7. Greenbelt Commission Meeting Summary
8. Greenbelt Enhancement Statement

PRESENTATION BY STAFF:
1. Ms. Connors reported there are three items before you this evening: a NORMAN 2025 Land Use Plan amendment, a zone change from commercial to a planned unit development, and a plat. To start with, they're requesting a change from Office to a Commercial Designation. It is currently office, continuing down to Dove Crossing Drive and extending up to Stoney Brook Drive. However, this property is all zoned commercial at the present time and so the Land Use Plan and the zoning are inconsistent with each other. This tract is about 6.5 acres at the corner of Stoney Brook Drive and Interstate Drive. The proposed Land Use designation to commercial is for that subject tract. We also have the rezoning request from C-1 to a Planned Unit Development for C-1 uses and an auto dealership for the same 6.5 acres of property. This is vacant land from Stoney Brook Drive down to Dove Crossing Drive. The Dillard office building is south of Dove Crossing. We received protests on this item. Protests within the notice area are 28.7%. The zoning and the Office Designation are inconsistent and the C-1 zoning was approved in 1985, and the Land Use Plan was approved in 2004, but there was never any intent to change this.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, 136 Thompson Drive, representing the applicant – I will just make one more comment about the 2025 Plan. It's the first time I've ever seen that happen, actually, where the zoning was not consistent with the 2025 Plan. There's probably other times, I'm sure, but when we first filed this I asked Mr. Koscinski how that happened. At the time he told me he thought it was a mistake – an oversight, because this has been C-1 for a long time and there was never any intention of anybody to change it from C-1. So it's always been commercial. We're not sure why the inconsistency.

Just to summarize real quick, let me say that I'm going to have two speakers tonight – myself and Mr. Rick McKinney. I do want to stress – something I want you to think about as we go through this presentation tonight is that this land is already zoned C-1 commercial district, and I'm going to show you what that entails, but the decision tonight is not between a field and a car dealership. The decision tonight is between C-1 zoning without any constraints of a PUD – straight C-1 zoning -- and a car dealership with the PUD constraints that we're putting before you tonight. That's the decision tonight. In summary, there's the site. You saw it again from Ms. Connors. The request is for C-1 zoning in a PUD with one additional use being the automobile dealership and service within a fully contained building. It proposes one building – a 25,000 square foot building on a 6.2 acre site, and it proposes significant PUD controls that we will show you how we're going to deal with the uses of the car dealership and the neighborhood. Those are the actual plans that you would be approving. This is the site. It is an aerial view. You see Legacy Park is right down over here – that will be Legacy Park soon after the vote the other night. This is University North Park all over in this area. I think it's important to note that University North Park would not allow for car dealerships. There was actually one looking in University North Park recently and it was deemed to be prohibited – that this University North Park area was not going to be for car dealerships. So that entire side of the interstate was a different model than what car dealerships would be. You see this entire site right here – the applicant before you only owns the area in red. We do not have any affiliation – relationship of any kind – with owners to the south of this site. So the only thing before you is what is encircled in red right there. You see the neighborhood to the west. You saw the protests. They're not happy with this project. We've worked very hard to make sure that we have put forth controls that will protect them, and we hope you will see those as good, reasonable controls. Multi-family to the north. The Dillard Group building to the south. And Rock Creek Road in a much different configuration now with the overpass and the big use across the highway. This area to the north, now, is also rapidly now growing as a commercial area with the Wal-Mart project that was just approved and other uses coming on line up in that area. Here's a closer view of the field. You see, of course, the intense I-35 exposure across this area from the neighborhood behind it. I want to show you that – that's the actual zoning of this property – all colored red – all C-1 zoning. But what I want you to see there is all the easements across this property. One of the notable features of this property is there is large gas line running right down the middle of it. Actually, the gas line is not really shown because the gas line is a private easement – that's a public easement right there. But the gas line is just to the right of that easement. So this is a difficult site, in the sense that the buildable space on this site primarily is to the rear of it. And I think you will see that when you go through C-1 zoning, probably any project is going to predominantly put the buildings to the rear of the site because of the gas line that extends right across the front right there. That's an important thing to note, because what I want you to think about is through C-1 zoning, if we just left it the same, what's going to happen? Well, the buildings would probably be built to the rear of the site. Now I want Rick McKinney to come up with a couple of slides, then I will be back to talk about the rest. Rick is going to talk about the really extensive planning that is going into this project and the protections for the neighborhood.

2. Rick McKinney, McKinney Partnership Architects, 3600 West Main Street – I respect your time tonight and I'll make my comments as brief as possible, but I do want to be thorough in describing the features of the project. I am the architect of record. If this project goes forward, I will be designing the building and I stand behind what I'm saying tonight. So if we say this is

what we're going to do, this is what we're going to do. This is an overall site plan. In general, it's a graphic plan that shows the dealership in the middle – the orange shaded structure. As Sean noted and mentioned, the easement is dashed in red just below and on the under side of that building. We have pulled our building as close to that easement as we possibly can. If we could move it farther forward, we would do that. But there will be a building and a front canopy, probably some columns supporting that canopy, and we're right up against that as tight as we can get. I've got about 12 points I want to quickly run through here. The first thing is this site has a single main entry off of interstate access road. There are no access points on Stoney Brook in any location, but a single main entrance. The second thing is we are going to suggest a deceleration lane off of the access road that will allow for trucks to pull off and also for unloading of vehicles. One of the concerns the neighbors had in our Pre-Development Meeting was they felt that the trucks would be pulling onto Stoney Brook and unloading trucks at that point. This will not happen. It's in our PUD documents and it will be restricted. So we are proposing to pull this truck here on the front and be able to download cars there out of the traffic. The third thing I'd like to bring up is all other delivery vehicles, whether it's for batteries or parts or tires or things like that, we have created large radii within the site for vehicular circulation totally within the site. There should be no circulation for trucks around the perimeter of the site. The fourth thing I'd like to note is, on the west side of the site, we have a solid 12" thick masonry wall starting at this point going up around the corner all the way around the back side of the site and all the way down to this point over here. One thing I'd like to note, in the upper left-hand corner, we've noted this as a six foot masonry wall – that is incorrect. We have an eight foot masonry wall and then immediately behind the building – west of the building – it jumps to a ten foot solid masonry wall for sound and for light, and then beyond that it goes back to an eight foot wall. Then also along Stoney Brook along the road we have a 36" high evergreen hedge that will screen this side of the lot. You'll also notice the landscaping we have throughout that exceeds City of Norman landscape ordinances. I'd also like to point out on the west side of the property, normally where 10' setback is required, we have upped it to 45' greenbelt setback in this area. Also within those areas, we have what we're calling pocket parks, which is in addition to this sidewalk that will be wrapped around the entire site – we have paving and benches and lighting back there – there was some concern about maybe some inappropriate activities might go on back in these dark corners, so we would provide lighting there – low scale lighting that would be indirect along that wall. As far as the lighting goes, if you'll notice right here, the west third of the site – I've shown a blue dashed line that delineates the back third of the property versus the front two-thirds of the property. The back third of the property would be lit not to exceed 1½ footcandles – that would be a maximum. We even project less than that. We're allowed to have 4 footcandles on a site like this, but it would be a maximum of 1½ footcandles. All of those light fixtures will be along the back wall would be no higher than the wall – they may even be mounted on the brick wall. They would be like sconces or wall packs that would shine back into the site. We could have up to 20' high poles along that property line according to the lighting ordinance, but ours will be below 10'. The entire site will fully meet the lighting ordinance of an average of 4 footcandles. So we will not exceed any of that. Also, on the north side we're proposing to create an entrance sign here for the development – a masonry sign. I think that covers the majority of it. You'll notice also, the last thing, is the darker blue in the bottom two-thirds of the site – those will be basically the new car sales. Back here would be services in the back third and also employee parking. There would be no employee parking allowed on any of the side streets. That's a critical point to note again. That was a concern of the neighborhood. We will sign that and we will make sure that the owner enforces that. Finally, the noise that might be coming out of the service department – you'll see this red arrow right here. That is the entrance point to service, which is away from the residential neighborhood. They would check in here. They would circulate through the building, and then when they're finished they would exit to the north, away from the development. That was intentional to keep any noise. The overhead doors for the service are on this end of the building, not toward the neighborhood. This is a cross-section through the rear of the site, and you can see from this small diagram at the bottom, if we were to take a section through the

residential area, across Stoney Brook, across the greenbelt, through the masonry wall, and into the rear side of the dealership building, this is what you'd see. Up here you have the residential component, their yards, Stoney Brook Street, the greenbelt here – goes on across the 10' masonry wall, the low height of lights in the back – all of these would be shielded with no glare coming out the top of the lights beneath the wall on the back side of the building. The building in the back, we're projecting a 24' high rear wall. The building will be masonry or stucco. There won't be any metal components to this that would be exposed. There is an alleyway between the dealership and the brick wall, and all of that noise and all those vehicles would be below that wall. If you'll note on the flip side of Main Street going south they're putting up the new sound wall – this would have the same effect, except this is 12" thick, solid brick. But the main thing we want to show you – also we have the pocket parks back against the wall. This would be landscaped. Again, the trees on the residential side of the brick wall, sidewalk located here and then these small pocket parks we had talked about. I agree with Sean in that, as far as a buffer application, this dealership – with the height of the dealership, the restrictions on the lighting, the sound wall, the visibility wall we're putting in the back, the extensive landscaping around the perimeter, the restricted access off of access drive, the restricted parking – no parking on Stoney Brook, the delivery of vehicles away from the neighborhood – all of those things would contribute a very viable alternative as compared to straight commercial which has a wide variety of unrestricted uses, and Sean will get into that a little bit as well.

3. Mr. Rieger – Let's do get into C-1. I want to mention one other thing about this real quick too, though. One of the things the PUD also says is that all repairs and service would be completely within the enclosed building – so not allowed to do anything outside the enclosed building. Let's go back and look now at C-1. I want to make sure you understand what is C-1 and what does it allow? Right now, as a matter of right, on this property you can get a building permit for a C-1 use. So what is C-1 use? Well, C-1 is a large list of uses – and that's only about half of them or a third of them, I think. Everything from appliance stores, to automobile parking lots and supply stores, groceries – the Wal-Mart grocery right around the corner, a hotel and motel – that's a very critical one and I'm going to show in a minute what that might look like on this site – and this is a prime site for that. Package liquor stores, restaurants – all types of restaurants you could put on this space. Those are some very intense uses. Many times, as we come before you with zonings – I can remember many where restaurants and uses like that were deemed to be highly intensive. Right now we could do that on these properties. In fact, when you look at other areas of I-35 frontage, which I'm going to show you in a little bit, it has turned out to be hotels and restaurants and things like those uses. But if we did these right now on this site, we're not under a PUD constraint. The building permit could do these without the wall, without the light limitation of 1½ footcandles, without the no intercom and outdoor speakers, without the pocket parks, without all that. What you get with the PUD is those uses that now protect the neighborhood much more than just a straight zoning C-1 would do. Straight zoning C-1 allows 35' in height for a use – three stories you could put. I want to show you an example of what straight C-1 zoning could do. What you see on the screen is our site, right there, and this is the neighborhood to the west of us. At the same scale, an aerial taken at the same altitude is showing you the Hilton Gardens hotel. This is down on Copperfield Drive and I-35 – Interstate Road down a little bit north of Big Red, Red Lobster, if you're familiar with that area. That is the Hilton Garden Inn at the same scale. Under C-1 zoning right now we could get a building permit for that hotel – just like it – in that configuration. And you'll recall earlier that there's a gas line going across the front, so likely the structures would be put at the back. So this is fundamental to your choice tonight. Fundamental to the decision tonight is – does the PUD as we've proposed for this one additional use beyond C-1 give the neighborhood a better exposure to this land than that? Does the neighborhood want to look across the street at pocket parks and a decorative masonry wall, and behind that a one-story building that has no outdoor intercoms and restricted lighting, or do they want to look across the street, as neighbors do right now, at three stories of a hotel? That happens right now and that's allowed right now on this site. That's a big decision. We think likely that they would prefer the pocket parks and the masonry wall to

that. But I leave it to you. So what kind of controls have we put in the PUD specifically -- legal controls that are enforceable against this property and all occupants on it? What have we done to make it better than that hotel sitting across the back property line? Well, you heard Rick go through them, and I won't delay very long on this, but the solid masonry wall is part of the PUD. The pocket parks, the benches, the substantial landscaping – all of that is part of the PUD. The dumpster shielded from Stoney Brook – exterior speakers and amplification all restricted in the PUD – we're not allowed to do any of it, and any more they don't really use those – they use pagers and ear pieces and things like that. Access restricted to Interstate Drive. And the self-imposed restraint of light level is really pretty incredible when you think about it, in that the rear third of this site would only have 1.5 footcandles – that is really, really low. I don't know if you remember, but Mr. Koscinski did a site survey around town of what light levels were. Well, that is about the same as Sooner Mall's parking lot. Nowhere near what he found at the gas stations and the car dealerships all around town. You start getting up to 5, 10, 20, even 30 footcandles. Here we're proposing 1½. So we have all of these restraints that are part of the PUD. Those restraints are not part of straight C-1 zoning, though. None of that would be given to the neighborhood under straight C-1. I want to mention real quick property values – it was mentioned at Pre-Development that property values would go down. Well, that's relative to C-1. Would property values go down if we put a car dealership here as opposed to a field? I don't doubt it – probably so. But would property values go down as opposed to a 3-story Hilton Garden staring down across the street – or a fast food restaurant with its dumpsters and drive-thru right across the street? That's the relative question. And in that relative question, property values we don't think would go down. This applicant actually went to Jim Artman, notable real estate appraiser in town, and posed that question – as to C-1 zoning and all the uses that could be on that site with no setbacks and buffers of any significance, would property values go down as compared to this development. He found, and I'll read it: ". . . it is my opinion that the net effect of the proposed use of the property upon the surrounding land uses in the vicinity of the subject property would be no greater or different than the uses currently permissible within the existing 'C-1' . . . district . . ." He found no change. Is it odd to put a car dealership next to a neighborhood? No. It's done many times. We have Big Red on the south side of Norman – I'll just show you quickly a few examples. This is a Scion dealership up on Northwest Expressway at Harvest Hills Road. This is a nice neighborhood right back behind there – right next to it with access point right off the roadway. That's a dealership. If you look in Tulsa, this is Creek Turnpike at Memorial – many, many car dealerships – tons of them. And what's right next to them? Nice homes. Right next door to them. There's a close-up of one of them. And what have they done on a buffer? You can see the buffer right there – probably about a 20 foot buffer. As you heard Rick say, we have about a 40 foot setback on ours with the wall and restricted lighting and all of those things. It's not unusual. What this comes down to – in a few more minutes – is managing the edge. And so many times I've been in front of you talking about the edge. It's what we mostly talk about here – is that edge. How do we interface the edge? Well, we're learning how to deal with that edge, and I think we've gotten pretty good at it in a lot of circumstances. But it's important that we still have the edge. Nobody, I don't think, would suggest that single family residential needs to go all the way up across this property to I-35. Right? Of course not. I don't think anybody would suggest to you that it's inappropriate for a car dealership to be fronting on I-35. Of course not. That's the only place they want to be. So then we have an edge. Can we manage that edge and do it in a way that makes sure both can co-exist? We think we can. Let's look at how we've done it around Norman in the past. I know this one is near and dear to Commissioner Gasaway's heart, but this is North Porter. We went through how many times on North Porter? Well, I remember trying to rezone Van's the first time, and that was a painful process, but it led us to some success later on. It led us down the path of how do we manage the edge? And, in that case, an historic neighborhood. What we came up with was a wall. It was a wall and lighting controls and a buffer. A wall, lighting controls and a buffer. That was the solution on North Porter. I haven't heard anything since, Commissioner Gasaway, of people complaining about the results of that. I think it has been well received. That has been done on Van's. This is Tarahumara's. The same thing. A wall, a buffer, and restricted lighting. It's been

well received. Look at that edge right there -- this is very, very minimal compared to what we're proposing tonight of substantial buffers, setbacks, an entire street between the two developments, the full-height 10 foot down to 6 foot masonry wall. Much more intense of a buffer and an edge than what I'm going to show you here and in other parts of town. We did it at Hiland Dairy. Rick was just telling me he actually designed this back when we did it. I haven't heard any back draft from the Hiland Dairy project. Similar situation. A wall. We did a wall. We did a wall and a buffer and all of those controls. That was to buffer large trucks that were idling through the night and all of those concerns. It has worked. So what have we done on the corridor of I-35? Well, we haven't put as significant of buffers in place and this is, again, that Hilton Gardens. If you remember, this was hotly contested. This one was a battle. But it got approved and there it is. This is a very similar circumstance to what you're looking at tonight. You have a street a little ways back from I-35 and a neighborhood behind that street. Then you have land and I-35. It's the same situation you're faced with tonight. Your decision tonight is do we go forward with the project as we've proposed, with all those PUD constraints, or do we allow it to go forward as C-1 straight zoning right now? Well, what you're looking at on the street is what C-1 straight zoning would allow that land to be. Restaurants and hotels on I-35. I ask you to, please, look very closely at that site. We didn't make that up; that's a pure aerial – Norman Hilton Gardens looking straight across the street to that neighborhood. Those are three story windows – a large structure abutting right next to this neighborhood. That can be done right now on Stoney Brook on this land. But what we offer is the alternative of a significant masonry wall, buffer, lighting restrictions, sound controls, and the pocket parks. It's a better solution. I'm going to move closer to the site and see if we've done a better job on a proposal – and I think we have. This is Pheasant Run at Robinson Crossing. This is an older development, but really not much of a buffer at all. You can see the alley way back here, Robinson Crossing, and this is Pheasant Run back behind it. Some lots that you can see back in the old fencing. Dillard Group Building – this is at Dove Crossings. Now this is the southern end of land we don't own, but you go out from here and there it is. So what has the Dillard Group Building done to buffer to that neighborhood? This is a three story structure and you can see their parking lot, but if you look closely there, they've done very little – and I'm not trying to criticize the Dillard Group Building – that was a different use and a different time – but there is really nothing more than appears to be about a 5-10 foot buffer and a wood picket fence. What we've proposed is substantially in excess of that. Substantially. And so the decision, again, is between – not a field and a car dealership – but straight C-1 zoning and this car dealership under these PUD controls. Which is better? I'll leave you with the thoughts of staff. Staff supports this. And they supported it on that basis, I think, basically as they wrote: ". . . the restrictions on development in the PUD which include construction of the eight" – and we've changed that to ten – "foot decorative masonry wall, the perimeter landscaping, the prohibition on the use of exterior speakers, intercoms, and sound systems and the limited access to the site from North Interstate Drive only provide protection for the residential uses to the west above the regulations that could be imposed with the existing C-1 zoning on the site." "The adoption of the PUD standards" – this is staff's wording – "will ensure a better transition from the Interstate to the existing residential area. Staff supports this PUD request." We believe, Commissioners, this is a good project. As we've said, have we managed the edge? Have we done it in a way that makes this project co-exist with the neighborhood in a responsible way? We think we have. I'm happy to answer any questions you have. We have the team here. I know it's been a long night and I'm done.

4. Mr. Lewis -- If I were backing up to this car dealership, my concern would be – as you drive by any other dealership – "Rick, line 1" -- all that. You've told me that is not going to be the case. That's written into the PUD. That's not an option. One of the other things would be the glare in my back yard. I know the City of Norman just enacted a lighting ordinance. Help me – in comparison – compared to a dealership – a great dealership just north of that – it's the beacon in the night. How would you say this would compare in regards to lighting, actually being aimed down toward the ground, very little light glow spilling over on the sidewalks.

5. Mr. Rieger – I don't have the lumen count on that, do you?

6. Ms. Connors – I do. Because we did go out in the middle of the night and test some of these sites and the dealership that you're speaking about up on Interstate has about 40 lumens per square foot. Our current requirement is that it be 4. So you can see there's a great difference. And they're restricting the western third to 1.5 per square foot. So there's a great deal of difference in the lighting. Plus those fixtures at that dealership are not full cutoff fixtures, and these will be required to be, so they will be shining the light directly down to the ground and there won't be any spillover above the horizontal line.

7. Mr. Lewis – And when we're talking about wall packs, that's not light going out – that's light shining down?

8. Ms. Connors – All of the fixtures have to be full cutoff.

9. Mr. Boeck – Question on landscaping. Conifers? Deciduous? A mixture? I mean, obviously, conifers don't ever lose their leaves, so as they grow tall they can provide a lot better absorption.

10. Mr. Rieger – I don't think we've actually gone to the detail of that, yet, but I would think it would likely be a mix of the two. I'll defer to the designer on this one.

11. Mr. McKinney – Commissioner Boeck, that would be largely evergreen species we would prefer in the back, that could grow 15 – 20 – 25 feet tall, possibly. That would be the preference to provide year around. If I could, I'd like to mention also, we've not talked about detention on this site. Obviously, we're adding a lot of hard surface here. The detention on this site will be something quite new to Norman. It's totally underground -- contained underground, and released on a timed basis. Before I say anything that will get us in trouble, I'd like Ole Marcusson from SMC to come up and maybe address the issue.

12. Mr. Rieger – As he's walking up, I want to say it's not totally new to Norman. You have approved it before on OEC's site – many sites, actually. It's kind of becoming the norm.

13. Ole Marcusson, SMC Consulting Engineers – We've already had a little bit of an education today on drainage from the previous civil engineer. I do want to say one thing. I don't agree with him. Norman is not a nightmare city to work in. I think what he was alluding to is the storm drainage criteria that Norman has are pretty strict. So you adhere to that drainage calculation and do your drainage report, you can pretty much guarantee that you're not going to create any flooding. I think that's what he was trying to allude to. With the preliminary plats in Norman, you have to turn in a preliminary drainage report. We turned one in; it has been reviewed and approved by two staff engineers – the development engineer and the storm water engineer. In no way are we releasing more water than the pre-development conditions. Like Rick McKinney said, we're using underground detention. There's two storage basins -- one on the south side of the building, and one on the north side. They're connected by 18" pipe and a 24" pipe is draining into the creek north of Stoney Brook on the northwest side. We are controlling the runoff from the two year storm all the way through to the 100 year storm. In no event are we releasing more than the pre-developed, which is the requirement. So we're not adding anything to any existing flooding conditions. If you have any questions, I'll be glad to answer them.

14. Mr. Knotts – Are there any maintenance provisions for that? All I can see is that that will silt in and then it becomes less effective.

15. Mr. Marcusson – There are man ways you can get down there. It will be set up so you can get a vacuum truck down there to suck stuff out. Once the site is developed, there shouldn't be a lot of silt going into it. It is set up where you can have vacuum trucks clean them out. Yes.

16. Ms. Pailes – The lights along the access road at the front of the property. Will those be on all night?

17. Mr. Rieger – I think so. Yes. I think along the main access road, the frontage road – yes. They would be on. We were just talking earlier about – likely, I think, what you would see happen on the lighting scheme is, because the rear is 1.5 footcandles per foot, and the front only up to 4, I think you're going to see a gradation of the lighting from the front to the back, so that it would be fairly intense along the access road – the frontage road – to light up the front area and the entryway and the cars, and then it would just slowly decline back to where in the back it's only 1.5 footcandles.

AUDIENCE PARTICIPATION:

1. Donna Taffe, 3205 Regal Run Drive – I'd like to say that, before making the decision to purchase our homes, we had a reasonable expectation of what could be built on this lot under its current zoning, even though everybody keeps trying to educate us. Our expectations were further reinforced by the City having designated the location for office space in the 2025 Plan, which I know you say now was a mistake – but when we lived there and researched it, we didn't know you made a mistake so we don't want to have to pay for that mistake now. I would reiterate that I believe it is of paramount importance that you consider the appropriateness of the zoning as it relates to the existing neighborhood. We believe that the upgraded zoning on this lot for the special use of a car lot is not an appropriate zoning, given the fact that it's an integral portion of the neighborhood. I think that the pictures that you're shown don't really do it justice, because the pictures I have will show you that step off the curb on one side and it's the lot and step on the next curb and it's our neighborhood – it's our streets that are in our neighborhood that we are there in every single day. It's unreasonable to ask a neighborhood in such close juxtaposition to co-exist with the type of lighting the car lot will require. It is dangerous to assume that, over the course of time, those working at this location, or those who purchase it from them later, will respect the requirements of the PUD, and it is unreasonable to ask the neighbors living in the development to hold their feet to the fire when the needs arise. In the PUD narrative, you talk about the storm water collecting in the underground detention ponds. And by nature of what this development is, there's going to be chemicals from car detailing – there's going to be transmission fluids and oil – all those kinds of things from used cars being sold to them and from them working on service issues for cars coming in. The drainage ditch has been transformed by the City of Norman recently over the past two years into a very lovely natural habitat, and we've got mallards down there and geese and we've got hawks – it's beautiful. It's a beautiful place. What happens to these animals when these things are discharged into that area now? Has anybody thought about that or has that issue been addressed? The PUD shows a special lane created for parking and turning in front of the dealership. If shoppers are parked there when the stores are closed – like they do all over Norman – I know because I'm guilty – I do it, too. I've done it recently. It's going to cut off our line of sight trying to exit the development onto Interstate Drive. If we look to the right turning out of there, cars parked in that area will cut off our line of vision to try to exit out of that development. In addition, they tell us that the trucks are going to off-load and on-load cars there. I had an extensive conversation with Angelo – and you were there – we had the conversation, the three of us together – and he stated to me that that was not allowed. The City does not allow that. They would never allow that. But it's in the language of the PUD. And if we can't see with the cars there, you can imagine what it would be like with car carriers there. Someone will get hurt. I also had contacted the Planning Department to ask about why the area included in the 350 foot notification area map that was provided for the people who had

to be notified and the land usage that was required to obtain a super majority vote – I asked why was this map different than the map that we received in 2007 for the same issue. And I didn't really get a very good answer, because the answer I got said, well, it compared the map that we were given in 2012 to a pre-development map that was inaccurate. So I would like to ask, has Legal resolved that question for us? Because the two maps are very different. One map includes University North Park area, and the other map does not. I also just have a general question about how upgrading of the zoning affects costs per square foot on a piece of property like that. Does the cost per square foot go up with the zoning that's on that area? The other question I have is do you have actual details on the lighting in this proposal – how many lights are going to be there? And do we have any realistic comparison about how that light will enter our neighborhood, regardless of whether there's lower lighting in the rear or not? The same with noise control. I mean, I just don't really see those issues as having been fully addressed. Do you have details on the number of lights and issues like that – those kinds of things? So you don't even have any details – really relevant details about what this is actually really going to look like to our neighborhood when it's all said and done – and it's already too late for us, the zoning would have been approved. Then the other question I have is, what happens if the PUD is approved and they begin the actual building process, and in that building process when we talk about the special issues that exist with this piece of property, given all the pipes and everything that are running underneath of it – what happens if they start this building process and then they say, oh, wait a minute – we can't do that – we're going to have to do something different. What happens to us then? Or what happens to that whole situation at that point, if they can't build it because of the pipelines and other things that are existing there currently prevent them from doing something in some way they may have planned to do? I don't understand what would happen next. So that's a question I guess I'm asking – what happens next? I also wanted to say – I was struck by the comment from Mr. Rieger that University North Park won't allow the car dealerships over there. They don't want them. And, you know what? Why do we have to have them, then, across the highway? You know, we, as a neighborhood, have – since University North Park has – the build out has started over there – have experienced nothing but problems – with drainage issues. In fact, I have pictures with me – if you want to talk about drainage issues, I'll show you the drainage ditch in the back of my property. And then to hear that they don't want – I mean, we're living with the problems caused by University North Park now. This car dealership wants to locate there because of the exposure to University North Park, and you're asking us to put up with that now. And then you tell us that, well, University North Park doesn't even want it – so you take it, neighborhood. It's all yours. I think there's something wrong with that kind of thinking. I guess it's late and I'll close there, because I think we know coming in that you'll put your stamp of approval on this tonight – it seems like it's already been decided, and our fight will have to be at the City Council level, and we understand that. This is a big issue for this neighborhood. We are tired of the time and the effort that it takes to put into constantly have to come back and tell them that we don't want this. Almost every house in the neighborhood signed that petition. The ones that didn't sign, it was just a matter of logistics – we couldn't get to each other. And we understand we can keep working a petition, and we plan to do so. But know that no one – no one – find me someone somewhere in that neighborhood that thinks it's okay to put a car dealership in there. I just don't think you can do it. I guess in closing I'll just say that I'm opposed to this rezoning request. You know, we're all adults here. We've got well-educated people in the neighborhood. We've examined the C-1 zoning. We knew what we were expecting when we purchased our homes and made investment there. We would ask that you would respect that, just as you did in the other neighborhood that came before us. We're no different from them. I mean, we deserve the same consideration. This is a huge issue. It's not the same as putting a strip mall in there. I would never have purchased my home in a neighborhood with a car lot in that juxtaposition to the neighborhood. I would be hard-pressed to find someone else who would do it. I think you would feel the same way. I guess that's it for this meeting. See you next time.

2. Richard Clark, 3200 Dove Crossing Drive – I am the original house out there – the first one that they built. I'm on the corner of Dove Crossing and Stoney Brook. I've been through this before. I fought the Dillard Building. It's still there. It came in. We did the very same thing and I don't know that it matters or not. I've lived in Norman for 50 years. I have a 9 year old granddaughter who lives with us. I have a 10 year old that we raised. They play in the neighborhood and everybody that test drives is going to come through our neighborhood to test drive their cars. To me, that's a safety issue with all the little kids that are now living in that neighborhood. It seems very safety not good. Also the lights, again. I don't think I agree with that at all. I hope you all will not let this zoning go through. We've been told that they could put this in and they could put that in, but nobody really knows exactly what they will do. This meeting could last 'til 5:00 in the morning also. There are a lot of things that could happen. If there was a restaurant, I'd probably walk across the street and enjoy it – maybe. But I don't plan on buying a Hyundai. Five years ago we decided to go ahead, since we're retired, to stay in the house that we are. We've put a lot of money into our home. We've redone everything inside and out. I mow my yard twice a week. There is no way, if a car lot was in there, that I could recap any of that funds that I've put into that home. There's a school also down the road. It's less than a quarter of a mile. Just one question – would you all buy a house next to a car lot? Thank you.

3. Mark Benner, 3220 Dove Hollow Lane – A resident of Dove Crossing Addition for the past 15 years. Thank you for your time and service to us and for us to begin with. I'll try to be brief. I'm not speaking for myself when I say that we in the neighborhood are not against development of this lot. We are, however, against irresponsible development of this lot. This lot's location has the distinction of bearing the responsibility – the unavoidable responsibility of, no matter what is eventually developed on it – and we know that it's coming – it will affect Dove Crossing Addition. We have no other access in or out of our neighborhood, other than Stoney Brook or Dove Crossing. This egress restriction can be looked at as an advantage or disadvantage for both residents of Dove Crossing and for any future business owners who choose to develop there. There have been zoning ordinances for as long as people have been building cities, and for good reason. It's called the common good. I feel common good is another way of saying the need of the many outweigh the need of the few. Many are the residents of Dove Crossing and surrounding neighborhoods who will be affected in a negative way by this proposal every single day, several times a day. Need of the many outweigh the need of the few. Few are the owners and developers and customers who will benefit by putting any car lot there. Again, we are not against responsible development, and in the view of the many this proposal is irresponsible. I'm asking you to please vote no and recommend to the City Council to disapprove this proposal. Also asking you to try to fix, if you can, the discrepancy between the zoning and the 2025 Plan. Thank you.

4. David McClurkin, 2000 Swan Hollow Drive – Any chance we could trade this in for the school? One thing I did notice – and I appreciate all the comments regarding the school – is there were a lot of people here supporting that and in favor of that. It would be interesting to see how many people stand up tonight and say, yes, we need more options for buying cars in Norman. I don't think you're going to have many of those. Basically, again, I've lived there for 16 years. I went through this process five years ago. Different buffering system. The City Council would have rejected it if it had come to them; the developer requested postponement indefinitely, which was their way of bailing out after jerking us around for months. It looks great. How many people attended the City Council meeting on North Park? Look at all the promises that were made regarding North Park. Look at all the people who stood up and were extremely upset about all of the broken promises. The potential for that is here, also. And the other aspect is, as we see, the threats. These threats are tame, compared to five years ago. Five years ago it was a Wal-Mart that could go in there. Technically, yes. Five years ago they showed us a design for office buildings that even an architect from the Soviet Union would have found unimaginative. Now it's liquor stores. If they put in a liquor store, believe me, I'll patronize it. I've

been driven to that point by all of this. You know, if you look at the original documents, they say along the west side of that property is supposed to be a tree barrier. When I moved in, there was. The trees died. Nobody has replaced them. Same type of thing can happen here. They'll put in twigs that will probably be killed in the next drought and, unless we're sitting there constantly pounding, nothing will happen. Probably the enforcement will be nil. As in North Park, the only option – we'll have to shut them down. Well, no one is going to do that. The City Council caved on that. They would not enforce their own previous contracts. This place closes down for economic reasons – we had a place close down in the mile of cars. Not a big deal for the mile of cars. An abandoned car dealership would be a big deal for us taking over the entire north chunk of that land. Someone asked for a PUD for this – well, someone is going to come in and ask for a PUD for the south side of it, even if it's not the same owner. You have now car dealerships stretching across that whole area. One thing specifically the PUD does not address – it did say, yep, the employees will be required to park inside the dealership. They said nothing about the customers. All of the people who come are going to have to park somewhere. It's going to be along Stoney Brook, along the access road, wherever just to get into that place. Just the threats of what could be versus this – the aspects or the possibility of broken promises – just like we had at North Park. It's just not worth the risk. It's just not worth the risks to us.

5. Gregory Van Gorder, 2020 Swan Hollow Drive – My house is next to a park that is frequented not only by the people in the neighborhood, but the surrounding. Both ends of Interstate Drive have those multi-duplex apartments. They drive to this park. So I have to deal with traffic from people outside the neighborhood now parking, blocking my driveway or taking up everything along the side of the road. What makes me think it's going to get better when you put a car dealership out there at the end of my street? Are they going to allow people to drive in there? They say no. When I asked what we could do to prevent it, you can call somebody and they can stop it. That's not going to work. I couldn't get a police officer when I had somebody in a party house there – an illegal frat house. I called many nights. It took two to three hours, if somebody showed up at all. And that's with young adults driving little motor scooters around the neighborhood at 3:00 in the morning because they were too drunk to know that was a stupid idea. Or riding on the hood of a car as a friend drove around the neighborhood and they'd fall off in your driveway. Or half naked kids running around the neighborhood ringing the doorbell. I couldn't get a police officer there for that. What makes me think I'm going to get one now? The whole west side of Norman, from Robinson, Interstate Drive, back it's one officer all night long. Is it going to get any better with a car dealer lot there? Or maybe – is that what we need? Somebody with more money than us to come in there and do that. Another question I do have, though, on Interstate Drive. It's not the best quality road. It was never meant for high volume of traffic. It's a service road – an access road. Is it even built and designed to carry semi trucks? Semi trucks that are going to carry the tires in there, that are going to carry the cars in and out of there – not just once or twice a week. The car dealer is going to be rotating cars in there all the time. The semi trucks are going to bring in the parts, bring in the oils, bring in everything else. That containment system they talked about is nice – I had an issue with North Park and the drainage. Oh, it won't affect your neighborhood. As soon as North Park started being developed, that little Brookhaven Creek turned red orange clay from development. It hasn't changed since. The last time they tried this they had a really big issue with drainage. They're going to put an underground drainage system and that's great. It's still going to dump into that drainage system that runs behind my house. I've already had my property being washed out. I talked to the guy in charge of your drainage system here – City maintenance guy – come up and said that's your problem – your property was not built correctly. I bought my property like that. If there was an issue with it being built by the developer, how did it get approved in the first place? But I still have to go back there every year and backfill the back property line because it's getting washed out, and the water continues to get higher. A couple of years ago – no, it was this year. I got a notice that, oh, we redid the flood zone. Your house is now in the flood zone. We're sorry. Would you like to buy insurance through the City? Is that because we've got more water dumping in there because

North Park got built? No. Of course not. I'm beginning to wonder. Do you care about the neighborhood and its residents or are we more important than the mighty dollar that we might bring in from a car dealership? It just sounds like the people's voice is not getting heard. That's all I have to say.

6. Shay Speligene, 3237 Dove Crossing Drive – As far as I can tell, as much as I've researched this, it seems to me to be an ethical problem, much surrounded around safety. My dad is a Ford dealer – 40 years in the car business. I showed him this lot and he said it will never work. It will never survive. There's a Hyundai dealership three minutes away – 1.5 miles. Why do we need this here? It will never work. It will be replaced by someone that has a used car lot that has a sign that says we finance anyone – bad credit, we'll take it. That's what will happen. I don't understand why they want to put a dealership there – it will never work, and I'm aware of that. But it revolves around safety for me, because we have children that play in our streets – they're riding their bikes. There will be test driving back there. It will never work. Can you imagine a child being hit by someone test driving? It will happen. I mean that, hopefully, won't happen, but there will be dangerous activities, especially with the semi trucks unloading the cars on the roads. We can't – we couldn't see to exit – I've played it out in my mind – every time I'm pulling out I've tried to envision how we'll make it work. I just don't see that it would work. We feel it would be a tragic change for our neighborhood. When we purchased our home, we researched what C-1 meant. We bought our home knowing it would be C-1. We had no idea that we would be standing here right now trying to fight there being a car dealership in front of our home in a residential area. We would like to keep our neighborhood zoned as what we had in mind. We have been told and threatened with what it could be. I embrace retail. I embrace whatever comes. I am not embracing a car dealership. I've thought of what the other choices would be. I'm also very leery of the developer. I'm leery of someone that sends his attorney in and we never know who this developer is. I've tried to research who he is – who will ensure that all these things take place. I don't trust it. And I would ask you to please reject this change to a PUD, because we all stand together in our neighborhood against it. And everyone has told me that you will – we have no chance to stand before you tonight. I believe you will do the right thing and speak for us. We have shown you that we do not support this. We will continue to fight. Thank you.

7. John Heard, 3205 Bismarc Lane – I've lived there for 25 years. The applicants did a great sales job, but I'm not sold. They have a deceleration lane for the semis to pull off on. Semis don't show up during normal business hours all the time. A lot of times these guys drive over the road all night long. They're going to get there when the dealership is closed. They're going to pull down Stoney Brook. They're going to park back there by the nice parks, sleep it off 'til 7:30 in the morning when they open up. That's when our kids are going to hit the bus stops right there at those corners. Who is going to restrict them from being there? Nobody. When you go on a test drive on a new automobile, you drive the customer off the lot. You find the nearest turn around spot and change drivers with that person and let them drive the automobile. That's going to be in our neighborhood. I'm against this proposal to change to the PUD and hope you consider the people that live in the neighborhood. Thanks.

8. Pat Walker, 3200 Duvall Drive – Mine is the corner property on the south end of where this development would be. There are trucks that come in now and park overnight – or have. So enforcement was one of my concerns – about which things under the PUD would come under the police enforcement and which would go through Code Enforcement and how long would it take or would it be up to us to hold our feet to the fire, I think, is what someone else said. I agree with the people before us and most of the things that have been said. Lighting in a real concern. I noticed that the wall on that south end is lower and doesn't come all the way around, and so I don't know how that benefits me as someone who lives on that south end of the property. I teach in a school that has very thick walls. They talked about 12" thick walls. I can hear through those walls and know what's going on in the next classroom. I don't see that

wall as being that significant of a sound barrier to what's going to go on in that property. I think that the intent of the land use and the intent of C-1 is that it's to benefit the neighborhood and I don't see this being in our best interest. It talks about signage can be amended. I'm not clear in the PUD exactly what their signage will be. It says it meets City use. The other thing I was curious about is the utility surges. In the past in our neighborhood – not as much recently – we've had a lot of electrical surges and that would throw off your clocks. So I don't know if being zoned C-1 or the amount of lighting that comes in with this property would affect the neighborhood at all in terms of the electrical usage in that area. I just don't have enough information to know. But I know that it has been. I think that the last thing I want to say is I'm really curious what Donna brought up about – because I went back and looked at it and I looked at the responses we got when we asked about the legal issue of who was notified. The last time – it was a bigger area, but that's not the issue. If you look at just that area, it was the 350 people that were notified – no one was included across I-35. This is a smaller area and yet now the notification area includes beyond and over into North Park, which means we had to get a whole lot more – we could have gotten the entire neighborhood to sign and still not have met the requirements for a super majority. So it seems like – and last time we did. So I'm just really confused about how this is coming about and I also feel like it's a back door in order to be able to rezone the properties to the south and yet never us be able to get a super majority because they're doing it piecemeal. But I'd just like there to be a postponement until there can be a ruling on that, if nothing else. Thanks.

9. Tracy Rye, 3204 Regal Run Drive – Lived in the addition for many years now. I'm totally against the car dealership. The gentleman over here came up and he told you all the good things. You've heard it all – how pretty it will be. No doubt about it. It looks nice for a car dealership. He managed to show us two other pictures – three other pictures – one on the north side of the city, one in Tulsa, where there were houses around car dealerships. That's not many. That tells me it's not usually done. As the old saying goes, you can put lipstick on a pig – it's still a pig. Thank you.

10. John Spencer, 1816 Bismarc Court – My issue is the safety of the children in the neighborhood. On any given day, I can have 14 kids under 12 years of age – his granddaughter included – down in our cul-de-sac – which is fine. We love it. The kids play, they have fun, there's not much traffic down there. I don't care what anybody says about them not test driving those vehicles in that neighborhood – they're going to do it. The salesmen – all they want to do is sell the car. They don't care where that – while they're test driving where it's going to go. There won't be – and the kids – that is the main deal. There's a lot of children in that neighborhood and safety is a big concern and I would feel real bad if one of those cars go around that corner and hit one of those children. That would be bad. Because some of them children don't look to see when a vehicle is coming. It's safety of the children.

11. Chris Sulaitis, 3205 Duvall Drive – I wasn't going to get up and speak. I put a two-page letter in protest for most of my safety issues that my family and I came up with. It wasn't until I heard you people speak about – in the last issues, saying that – Dr. Pailes saying that you know that schools fail and then they're left with those buildings. Car dealerships fail. We did this how many – five years ago. This is an Automax Hyundai. I guarantee Hudimax is Automax and Hudiberg together now. It's the same people. Hudiberg already bought out Big Red. They own two dealerships on the mile on both sides. Automax is sitting in one of those spots. Where does the City benefit when this gets approved and Automax just moves up the mile of cars into this spot? It leaves an empty spot on the mile of cars where that is designed for the cars. There's no turn-in for this – test drives – there's no place to go for a test drive. You know, you have to go a mile and a half. We've got a school now. We have the hospital. You have to go out Tecumseh and that's a distance. They're going to be driving in our neighborhoods. Some of the things – Automax is – last time we brought it up – most of them are only there for two years and Automax has moved on to somewhere else. Most of them now – I work up in Midwest City. A lot of those

places now are just used car lots. What guarantees do we have that this now isn't bought up in one big car lot? Or if they buy the lot next door, I'm not sure if Hudiberg owns the lot next door to Big Red on the west side, but their employees park in that field. It used to be a nursing home. Their trucks pull in there. Everything. It's just a field. If that's still C-1 and they buy that property cheap, because nobody wants to be next to this – you know, what are they going to turn that into? We already talked about drainage problems. We have very bad drainage. Everything from 35 drains into the ditch right in front of there where they're planning on putting the deceleration turn lane. Everything from the field runs into our neighborhood. We have no drainage systems, except for our roads. Our roads get repaired every two years due to the heavy water. We just got resurfaced. The water is up over my curb – I'm in the center street, so everything funnels down into that. They're going to pave 6 acres of field. In the survey – I went around walking around with my petition and I talked to the people in the strip mall next to us. They never got notified. 100% of the people I talked to – the owners in there do not want a car dealership. We would rather have a strip mall. We're not against small business. I support any small business that comes in there. We want responsible planning. Putting a hotel right there probably wouldn't be responsible planning. Just because it's there doesn't mean – and now we get threatened with a liquor store. We'll support all the restaurants – things like that – small businesses in that neighborhood. But a dealership – we wouldn't have bought a house there if there was a dealership. I don't think anybody else would that close. It's not like going across Main Street. It's you stepping out of your front door and looking at your neighbors across the street front door is how far that street – Stoney Brook – is. It's a very short distance. Those pictures they showed – I don't know what kind of camera they used, but the field is not that big. You know, it's not an ideal location for a car dealership. It's not set up for that. Either they have to buy the whole thing – which would probably be the next step, because once you approve this you can't – you're probably not going to turn down the next person that asks for that because they're going to use this as a precedent. So we'll see one big car dealership there that may be profitable. The biggest thing is responsible development. And they showed pictures of a car dealership in Tulsa and those houses that are there – I guarantee those homes were there before the city allowed that to go in there. That wasn't responsible to put it right up there with no buffer or anything like that. So it's not like that housing development was built after that car dealership was there. We're asking you to look at that if you were living in that neighborhood – would you allow this kind of development right there? We also have the strip mall. We have CCS there – the school. They were concerned about the test drives also. But with the strip mall, the only people notified was the owner of the building – which you didn't notify the owners of the businesses in there. The apartment complex is the same thing. You notified companies that are out of this state that own that. The people in there – in that development do not want that. They don't want those lights. They don't want that extra – you know, because they look right into it. I talked to the people that live in those apartment complexes that face that. I think Hudiberg already has a presence there. And just something totally second hand when I was walking around with my petitions – individuals – a couple told me that they frequent Louie's. They mentioned that a person named Mark Rogers – they go, why you even doing this? It's a done deal. And they said Mark Rogers, and I asked who Mark Rogers was. Said he was a sportscaster – now the name sounded familiar. And they said, no, he's the spokesman for Hudiberg and he already said it's a done deal. Said he's already promised them that spot. So I don't know if that's inside information, but it shouldn't be in a place where people are drinking and public. Thank you.

12. Ms. Connors – There was a question regarding the notice map. In 2007 the size of the property was 12.5 acres approximately, and now it's 6.5 approximately, so the notice area is different. There seemed to have been a policy of staff members – in 2007 I was not at the City at that time – that they cut the line off at I-35. The ordinance clearly does not allow that to happen, so the notice map that was sent for this needed to extend across I-35. The only land that is counted in the protest area is just the amount of land within the circle. So if only a portion of a lot is within the circle only that portion is calculated in it. So if a lot is 25 acres and only 5 of

that is in the notice area, only the 5 acres get counted toward the protest area. I have the file here from 2007 and we did not notice across I-35, but that was incorrect. So the notice that we sent for this hearing was correct in regards to our ordinance. I did check with the Legal Department at the time that we were discussing this, and that was correct.

We do not receive a lighting plan on any development prior to the building permit being submitted, but the lighting ordinance is in place and all commercial developments need to comply with the lighting ordinance. There are steps taken through the building permit process that require you to ensure that you're meeting the ordinance requirements.

A PUD stays in place – it is a zone change. It is a planned unit development and is a zone change and the uses allowed in a planned unit development would be the only ones allowed. If this doesn't get built, the C-1 uses are also a part of this planned unit development.

The UNP zoning – again, I wasn't here when that was put into place – it is a planned unit development and it excluded car dealerships. I can't tell you why.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Knotts – If the PUD promises in lighting are somewhat scoped around the lighting ordinance – if some forces have their way and change the lighting ordinance, does that change anything that might happen here?

2. Ms. Connors – No. First of all, they have to come into compliance with the ordinance that is in effect now. And, in addition to that, the additional requirements they've put into the Planned Unit Development would be required to be met under any circumstances.

3. Ms. Pailes – I have a question about the drainage for the drainage expert. You said it's underground. I assume there's a cement cistern that it's collected in?

4. Mr. Marcusson – There's several ways to do underground detention. You can use big culverts – concrete culverts, metal culverts – prefabricated chambers. There are all kinds. What you have to meet is the volume requirements.

5. Ms. Pailes – They're right. A parking lot like that is going to generate a lot of slimy oil runoff and places like car washes have to collect the nasty water and filter it before it's released. This is going to generate a lot of nasty slimy, oily water. Is that going to be filtered in any fashion, because the drainage creek is right there?

6. Mr. Marcusson – Rick can answer that, but I'm sure they have to have stuff in place for the garage where any oil spills have to be collected. To collect anything from the parking lot, there are storm water devices you can put into a system that cleans up that debris before it hits the creek.

7. Ms. Pailes – Now this eventually drains down into Morgan Park and a number of state agencies have put a lot of love and care into working on the water there, and you hate to see just oil and sludge run straight into it.

8. Mr. Marcusson – There is devices you can put into the system to clean the water.

9. Ms. Pailes – And those are going to be there?

10. Mr. Marcusson – They're not required by City ordinance. Yes, they will be there.

11. Mr. Gasaway – I've always worried about this piece of property, because when you drive down the interstate and see the wonderful neighborhood, you envision all the things good or bad that could go on this piece of property. I want to assure the last gentleman that got up to speak there is nothing about this that is a done deal. No one has approached any of us, and I

guarantee no one has approached any members of Council – you know, we hear that quite often, so I understand how it gets started. I just wanted to assure you that nothing is set. Like I said, I've always worried about this piece of property. The advantage to the PUD is what is passed here – what is approved here and then gone to Council and passed is what will happen. It can't be changed. That is a guarantee to you. That is the positive side. The down side is I understand you all do not want a car dealership there, and it sounds like most of you are very well educated enough at the time you bought your property and continue to be that you know what can go in as C-1. I don't take Mr. Rieger's comments as a threat as to what could go in – those are actually things that could go in there basically without any further action needing to be taken. I just want to caution you all that that is a possibility. I've given a lot of thought to what to do with this. Seeing the protest map, where virtually every resident is opposed to this, I'm going to stand behind you all in terms of my vote. But I do want to caution you that you do understand in C-1 what could go in there. But if you all are definitely opposed to a car dealership, that would be my vote in this case.

12. Mr. Boeck – I guess that's kind of my thinking. C-1 has some options. I'm a sustainable architect. It would be nice to have a restaurant there or a liquor store where you could walk across the street and get something to drink and walk home. Or a grocery store or something like that, because I want to see neighborhoods where they can be walkable. There's no reason to walk – I guess you can walk over and buy a car. It was a great presentation, and I really have known Rick McKinney for a long time and he designs quality things. My feeling is I'd tend to just leave it C-1 and let something happen in there – or maybe the neighborhood would gather together and buy the land, and then they wouldn't have to come before us all the time and protest.

13. Mr. McCarty – These are never easy, especially at 11:30 at night. But it's important for us to discuss these and continue this discussion. I was here in 2007 when the prior car dealership came before us and before you all, and I feel that layout was not as good as this one. I think that this architect and the thought and the owner has put a lot of time and effort into this to protect the community and protect your houses. Large buffers through the back. A 10' high masonry wall 12" thick – you're not going to see a C-1 restaurant do that. You're not going to see anything that potentially could go in there spend that kind of money to protect your property and to keep you secluded from that. They basically have made this property exclusive to the frontage road. I know these are tough issues. If I lived there, I would probably rather see protection like that than a restaurant or a bar or loud music that plays through there – people getting drunk and driving through my neighborhood. Now, somebody mentioned the party houses. That could potentially be a party restaurant. I don't know what's worse. But they've put a great deal of thought into this. The parking lane out front, the PUD requirements to keep people from parking and driving down Stoney Brook. I think this is a great alternative to what it could be. I know last time we discussed that and I know that layout and what they had proposed wasn't near as well thought out as this. The investment that whoever Hudimax is is putting into this – it seems like they're really thinking of you all. I'm not here to debate – I'm just merely making statements. Like Mr. Gasaway said, we can get a zoning on this – or someone could get a building permit for a bar/restaurant there – dance club – whatever it may be that meets C-1 tomorrow and you would have no say in it. It puts us in a very awkward position to make these tough decisions. But when you do planning and you look at what could go there and what's potentially proposed that is bound by a legal document – a PUD that protects you all. I'm not here to debate those things, but it's definitely a lot better than what we saw in 2007 and I think the design is definitely thinking about the community that's there and to protect them. That's my two cents.

14. Ms. Pailes – I agree with both the commissioners. You could do worse. You've got an architect that's willing to work with you. I mean, it's fairly attractive. It's pretty much like looking across the street at a front yard. On the other hand, as you said, that area is very much part of

the neighborhood. Stoney Brook is a narrow little residential street. You stand on it and look across the street and it's just like looking across the street at what would be the house across the street. It's just right there. So that area is very much part of the neighborhood. This is a reasonably attractive design. You could do a lot worse. On the other hand, I don't live there and you do and this is one of the few forums where a neighborhood can express itself and I feel like I kind of have to honor that.

Curtis McCarty moved to recommend approval of Resolution No. R-1112-130, Ordinance No. O-1112-39 and the Preliminary Plat for HYUNDAI ADDITION to the City Council. Dave Boeck seconded the motion.

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

YEAS	Curtis McCarty, Chris Lewis, Andy Sherrer
NAYES	Dave Boeck, Jim Gasaway, Cynthia Gordon, Tom Knotts, Roberta Pailes
ABSENT	Diana Hartley

Ms. Tromble announced that the motion to recommend approval of Resolution No. R-1112-130, Ordinance No. O-1112-39 and the Preliminary Plat for HYUNDAI ADDITION to the City Council failed by a vote of 3-5.

* * *

City of Norman, OK

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

Master

File Number: O-1112-46

File ID:	O-1112-46	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 7	**In Control:**	City Council
Department:	Municipal Court Department	**Cost:**		**File Created:**	05/31/2012
File Name:	Ordinance Judge's salaries			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO: O-1112-46 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADJUSTING THE SALARY OF PRESIDING JUDGE OF THE MUNICIPAL CRIMINAL COURT AS PROVIDED BY ARTICLE VI, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND AMENDING SECTION 14-208(C) OF CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN ADJUSTING THE SALARY OF THE ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT; AND SECTION 14-301(B) ADJUSTING THE FEE FOR COURT-APPOINTED COUNSEL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1112-46 upon First Reading by title.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 7

Attachments: Text File O-1112-46, O-1112-46, O-1112-46 Annotated 5-25-12.doc, Survey, May 23 Finance Committee minutes

Project Manager: Ronda A. Guerrero, Municipal Court Clerk

Entered by: ronda.guerrero@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 O-1112-46

Body

BACKGROUND:

Judicial Salaries - The Finance Committee met on May 23, 2012, and reviewed information presented regarding compensation for municipal judges and court appointed attorneys.

In July 2008, after municipal judicial salaries were surveyed, Council approved the Presiding Judge's salary at $32,000, adjusted from $25,100; the Associate Judge's salary adjusted from $16,500 to $25,000; and the Acting Judge's salary adjusted from $100 per session to $150.

Appointment of Counsel - Court-appointed attorneys are lawyers who provide legal counsel to those who have been criminally charged and cannot otherwise obtain or pay for an attorney. The current ordinance allows the Judge to authorize payment of a fee to court appointed counsel, based on actual representation, of not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00). This fee schedule has not been increased since it was established in July 1973.

DISCUSSION: Judicial salaries are fixed by Ordinance under Chapter 14 § 208 in the Norman Municipal Code. The survey conducted in February 2008 listing salaries and caseload was updated in March 2012. The compensation provided to part-time judges for surveyed cities varied, and a copy of the results are included as a part of this agenda item. There are eight (8) Oklahoma cities that have a part-time Presiding Judge position paid on a salary basis. Those salaries range from $16,500 in Del City to $58,500 in Edmond. Because of the large variation in the range, the top and bottom salaries were excluded when determining the average salary. As a result, the average salary for the remaining six (6) cities is $36,662.

Norman's Presiding Judge routinely spends 8-12 hours per week on Municipal Court matters. This includes court sessions, arraignments, non-jury trials, signing warrants, ruling on motions, and responding to inquiries from Court personnel, Cleveland County officials, attorneys, other municipal judges, police personnel, city personnel, etc., which often occurs nights and weekends.

The results for the Associate Judge position indicate that only three (3) of the surveyed cities have part-time judges. Those three cities pay their Associate Judges as follows: Enid - $44,000; Edmond - $24,570; Moore - $24,000.

Associate Judge - Norman has one of the highest caseloads of all the cities surveyed. Since 2008, there have been full court dockets five days a week rather than the traditional three days a week with one to two prisoner dockets. It is not uncommon for the courtroom to be filled each day with defendants requesting hearings to determine if they are financially able to pay. Due to the increase in dockets and caseload, the Acting Judges have been assigned regularly scheduled dockets, functioning more as an Associate Judge. The Presiding and Associate Judge are both currently scheduled to preside over 100+ dockets per year. The Acting Judges are now both being scheduled to preside over approximately 39 dockets per year. Staff recommends an additional associate judge position be added to more evenly distribute the dockets among the Presiding Judge and two Associate Judges, allowing the Acting Judge to work on a fill in basis as intended.

Appointment of Counsel, Chapter 14 § 301, sets the fee amount paid to court appointed attorneys. This ordinance was last updated in 1973, thirty-nine years ago. In an attempt to survey other cities on this issue, out of five cities contacted, only Edmond provides court appointed attorneys. The fee paid by Edmond to Court appointed attorneys is $250.

Base on the above information, the Finance Committee recommended that an Ordinance be prepared and forwarded for Council consideration as follows:

Compensation of the Norman Municipal Judges:
Presiding Judge - increase to $36,650
Additional Associate Judge - $25,000 - no change
Acting Judge - increase to $250 per session

Fee allowed to court appointed attorneys - increase to $250 per case

RECOMMENDATION:

Judicial Salaries

It is recommended that the Presiding Judge's salary be adjusted from $32,000 to $36,650. This would make the City of Norman's Presiding Judge's salary more reflective of the average salary of other part-time municipal judges in the State of Oklahoma as determined by the survey. The Associate Judge's salary is currently in line with associate judicial salaries of other metro cities reflected in the survey and, therefore, no increase is recommended. Additionally, its is recommended that the rate for Acting Judges be adjusted from $150 per session to $250 per session as reflected by the survey data.

Additional Associate Judge

As noted above, the Presiding Judge and Associate Judge both are hearing in excess of 100 dockets per year. The two current Acting Judges have seen increased regularly scheduled dockets of 39+ each and are functioning more as Associate Judges rather than "Acting" fill-in judges. Due to the growth in dockets, it is recommended that an additional Associate Judge position be funded so that regularly scheduled dockets can be more equitably apportioned. In addition, it would be anticipated that the Acting Judge would function as intended, handling less than 25 dockets per year.

Appointment of Counsel

It is also recommended that Chapter 14 § 301, Appointment of Counsel, be adjusted to allow the Judge to authorize payment of a fee to counsel of not less than one hundred dollars ($100.00) nor more that two hundred fifty dollars ($250) per case.

The total FY13 budget impact of the recommended changes is approximately $28,596.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADJUSTING THE SALARY OF PRESIDING JUDGE OF THE MUNICIPAL CRIMINAL COURT AS PROVIDED BY ARTICLE VI, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND AMENDING SECTION 14-208(C) OF CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN ADJUSTING THE SALARY OF THE ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT; AND SECTION 14-301(B) ADJUSTING THE FEE FOR COURT-APPOINTED COUNSEL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

§1. WHEREAS, Section 1 of Article VI of the Charter of the City of Norman, Oklahoma, does provide that the Municipal Judge shall be entitled to such compensation as may be prescribed by ordinance; and

§2. WHEREAS, Section 14-208(a) of the Code of the City of Norman, Oklahoma, does provide that the Presiding Judge shall receive that annual salary, as fixed by the ordinance, paid in the same manner as the salaries of other City officials; and

§3. WHEREAS, Section 14-208(b) of the Code of the City of Norman, Oklahoma, does provide that an Associate Judge shall receive that annual salary, as fixed by ordinance, paid in the same manner as the salaries of other City officials; and

§4. WHEREAS, Section 14-208(c) of the Code of the City of Norman, Oklahoma, does provide that an Acting Judge shall receive an amount per session, as fixed by ordinance, paid in the same manner as the salaries of other City officials; and

§5. WHEREAS, City Council has reviewed the compensation of Municipal Judges for the City of Norman and feels an increase is appropriate at this time; and

§6. WHEREAS, certain sections of Chapter 14 Municipal Court require updating and such updating is appropriate at this time.

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

§7. THAT annual salary for the Presiding Judge of the Municipal Court of the City of Norman shall hereby be fixed at Thirty-Six Thousand Six Hundred Fifty Dollars ($36,650.00) effective July 1, 2012; and

* * * * *

§8. THAT Section 14-208(c) of Chapter 14 of the Code of the City of Norman shall hereby be amended to read as follows:

Sec. 14-208 Judges Salaries

* * *

(c) An Acting Judge shall receive two hundred fifty dollars ($250.00) per court session, except the total monthly payments shall not exceed the salary of the Judge in whose stead he sits.

* * * * *

§9. THAT Section 14-301(b) of Chapter 14 of the Code of the City of Norman shall hereby be amended to read as follows:

Sec. 14-301 Appointment of counsel.

* * *

(b) Based upon actual representation of the court-appointed counsel, the Judge shall authorize payment of a fee to that counsel of not less than one hundred dollars ($100.00) nor more than two hundred fifty dollars ($250.00) which shall be paid from a Court fund budgeted for that purpose.

* * * * *

§10. THAT Section 14-305(b) of Chapter 14 of the Code of the City of Norman shall hereby be amended to reflect the amended State Statute as follows:

Sec. 14-305. Jurisdiction.

* * *

(b) Pursuant to 10A O.S. § 2-2-102, the Court shall also exercise original jurisdiction to hear and determine all prosecutions of juveniles under the age of eighteen (18) wherein a violation of a nontraffic provision of the Code is alleged to have occurred.

* * * * *

§11. THAT Section 14-306(1) of Chapter 14 of the Code of the City of Norman shall hereby be amended to reflect the amended State Statute as follows:

Sec. 14-306. Procedure.

The procedure of the Court shall be governed by:

(1) 11 O.S. § 27-101, et seq; and

* * * * *

§12. THAT Section 14-315 of Chapter 14 of the Code of the City of Norman shall hereby be amended to read as follows:

Sec. 14-315. Warrants.

Any arrest warrant issued shall comply substantially with the following form:

The City of Norman, Oklahoma, to the Marshal of the Municipal Criminal Court of Norman, Oklahoma. Complaint upon oath having this day been made by (naming complainant) that the offense of (naming the offense in particular but general terms) has been committed and accusing (name of defendant) thereof, you are commanded therefor forthwith to arrest the above named (name of defendant) and bring (him, her, or them) before me, at (naming the place).

Witness my hand this _____ day of _____ _____/_____/_____, 20_____.

_____
Judge of the Municipal Criminal
Court of Norman, Oklahoma

* * * * *

§13. 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 _____, 2012.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

NOT ADOPTED this _____ day

of _____, 20012.

_____
Cindy Rosenthal, Mayor

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADJUSTING THE SALARY OF PRESIDING JUDGE OF THE MUNICIPAL CRIMINAL COURT AS PROVIDED BY ARTICLE VI, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND AMENDING SECTION 14-208(C) OF CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN ADJUSTING THE SALARY OF THE ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT; AND SECTION 14-301(B) ADJUSTING THE FEE FOR COURT-APPOINTED COUNSEL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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§3. WHEREAS, Section 14-208(b) of the Code of the City of Norman, Oklahoma, does provide that an Associate Judge shall receive that annual salary, as fixed by ordinance, paid in the same manner as the salaries of other City officials; and

§4. WHEREAS, Section 14-208(c) of the Code of the City of Norman, Oklahoma, does provide that an Acting Judge shall receive an amount per session, as fixed by ordinance, paid in the same manner as the salaries of other City officials; and

§5. WHEREAS, City Council has reviewed the compensation of Municipal Judges for the City of Norman and feels an increase is appropriate at this time; and

§6. WHEREAS, certain sections of Chapter 14 Municipal Court require updating and such updating is appropriate at this time.

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* * * * *

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Sec. 14-208 Judges Salaries

* * *

(c) An Acting Judge shall receive ~~one hundred fifty dollars ($150)~~ two hundred fifty dollars ($250.00) per court session, except the total monthly payments shall not exceed the salary of the Judge in whose stead he sits.

* * * * *

§9. THAT Section 14-301(b) of Chapter 14 of the Code of the City of Norman shall hereby be amended to read as follows:

Sec. 14-301 Appointment of counsel.

* * *

(b) Based upon actual representation of the court-appointed counsel, the Judge shall authorize payment of a fee to that counsel of not less than ~~twenty-five dollars ($25.00)~~ one hundred dollars ($100.00) nor more than ~~one hundred dollars ($100.00)~~ two hundred fifty dollars ($250.00) which shall be paid from a Court fund budgeted for that purpose.

* * * * *

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Sec. 14-305. Jurisdiction.

* * *

(b) Pursuant to ~~10 O.S. § 7303-1.2(E),~~ 10A O.S. § 2-2-102, the Court shall also exercise original jurisdiction to hear and determine all prosecutions of juveniles under the age of eighteen (18) wherein a violation of a nontraffic provision of the Code is alleged to have occurred.

* * * * *

§11. THAT Section 14-306(1) of Chapter 14 of the Code of the City of Norman shall hereby be amended to reflect the amended State Statute as follows:

Sec. 14-306. Procedure.

The procedure of the Court shall be governed by:

(1) ~~11 O.S. 1971, § 958 et seq.,~~ 11 O.S. § 27-101, et seq; and

* * * * *

§12. THAT Section 14-315 of Chapter 14 of the Code of the City of Norman shall hereby be amended to read as follows:

Sec. 14-315. Warrants.

Any arrest warrant issued shall comply substantially with the following form:

The City of Norman, Oklahoma, to the Marshal of the Municipal Criminal Court of Norman, Oklahoma. Complaint upon oath having this day been made by (naming complainant) that the offense of (naming the offense in particular but general terms) has been committed and accusing (name of defendant) thereof, you are commanded therefor forthwith to arrest the above named (name of defendant) and bring (him, her, or them) before me, at (naming the place).

Witness my hand this _____ day of _____ _____/_____/_____, ~~19~~ 20_____.

_____
Judge of the Municipal Criminal
Court of Norman, Oklahoma

* * * * *

§13. 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 _____, 2012.

_____
Cindy Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

NOT ADOPTED this _____ day

of _____, 20012.

_____
Cindy Rosenthal, Mayor

FINANCE COMMITTEE MINUTES
May 23, 2012

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:30 p.m. in the Municipal Building Study Session Room on the 23rd day of May, 2012, 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:	Members Dillingham, Gallagher, Griffith, and Chair Quinn
ABSENT:	Member Ezzell
OTHERS PRESENT:	Linda Lockett, Council Member Steve Lewis, City Manager Suzanne Krohmer, Budget Manager Jeff Bryant, City Attorney Clint Mercer, Chief Accountant Sara Edwards, Manager, Cole & Reed Kevin Marshall, Senior Manager, Cole & Reed Jud Foster, Parks & Rec Director James Briggs, Park Planner Ronda Guerrero, Municipal Court Administrator Mary Sue Schrems, Cleveland County Historical Society Mark Williams, Cleveland County Historical Society Vernon Maddux, Cleveland County Historical Society Mark Campbell, Citizen

DISCUSSION REGARDING SCOPE AND AUDIT CALENDAR OF THE FYE 12 FINANCIAL AUDIT

Kevin Marshall, Senior Manager with Cole & Reed, made presentation.

- Reviewed proposed audit calendar
- Field work will start no later than October 8th; will take 3 to 4 weeks.
- Will meet with Finance Committee on November 28th to discuss final "draft"
- Issue opinions on CAFR and Single Audit on November 28th
- Meeting with City Council on December 18th
- We provide full audit and will do risk based assessment to determine what we audit
- Steve Lewis – Is it possible to have audit to Council earlier without any extraordinary expense?

Items submitted for the record

1. Letter to City Council Finance Committee from Mike Gibson, Partner, Cole & Reed, dated May 1, 2012
2. Proposed Audit Calendar for the City of Norman for FYE 2012, prepared by Cole & Reed

UPDATE FROM THE CLEVELAND COUNTY HISTORICAL SOCIETY REGARDING ACTIVITIES AT THE HISTORICAL HOUSE

Mark Williams made presentation.

- Have reduced Society budget
- Contacted Sarkey's Foundation and asked for Board development training
- Have had dialogue with Cleveland County Commissioners regarding possible location for a Cleveland County Museum
- Publishing contract with Arcadia Press and they will distribute Main Street Series Books
- First book is about history of Norman for the period 1889 – 1949
- Second book is about the World War II time period
- Membership notice letters have been sent
- We were not as successful as we hoped with the membership drive
- Currently have 54 members – more corporate members renewed – some new ones
- Society will present a World War II exhibit as marketing for the new book
- Dan Quinn – Committee really appreciates forward movement group has made

Items submitted for the record

1. Cleveland County Historical Society Report to City Finance Committee, dated May 23, 2012

DISCUSSION REGARDING SALARY INCREASES FOR MUNICIPAL COURT JUDGES AND THE ADDITION OF ONE ASSOCIATE JUDGE

Ronda Guerrero, Municipal Court Administrator, made presentation.

- Salary increase for all judges
- Addition of one Associate Judge
- Will try to present this every 2 years to committee with community comparison salary survey
- Using Acting Judge more as Associate Judge
- Recommendation:
  - Increase salary of Presiding Judge from $32,000 to $36,650
  - Increase salary of Acting Judge from $150 to $250 per session
  - Hire additional Associate Judge
- Norman has highest caseload of all comparative cities
- Total impact to FYE 13 budget is increase of $28,596
- Additional Associate Judge would help balance out calendar and time and then could use Acting Judge as Acting Judge
- Court appointed attorneys used 11 times

- Griffin – City Attorney's office – can they help with the defendants?
- Bryant and Guerrero – They cannot advise the defendant but can counsel with them
- Gallagher – How many are repeat offenders? Guerrero will get information
- Steve Lewis – Even with increases, City will be average or middle of the road for judicial costs
- Consensus of Finance Committee to approve Court Administrator's recommendations

Items submitted for the record

1. Memo to City Council Finance Committee from Ronda Guerrero, Municipal Court Administrator, dated May 17, 2012, Recommendation Concerning Judicial Salaries and Recommendation Concerning Appointment of Counsel

SUBMISSION OF THE REVENUE/EXPENDITURE REPORT AS OF April 30, 2012

Westwood Golf Course is on target for number of rounds (rounds are up). Revenues are on budget, expenditures a little higher (due to personnel costs not budgeted). There have been no issues or comments on $1.50 increase implemented May 1st on regular green fee.

Items submitted for the record

1. Summary of Major Funds-General; Capital; Westwood; Water; Water Reclamation; Sewer Maintenance; New Development Excise; Sewer Sales Tax; and Sanitation Fund Revenue Sources vs. Budget, Financial Report as of April 30, 2012.

SUBMISSION OF THE REPORT ON OPEN POSITIONS

Departments are asking for positions to be opened and filled.

Items submitted for the record

1. City of Norman/Human Resources Department Recruitment and Selection Report dated May 9, 2012

MISCELLANEOUS DISCUSSION

Gallagher asked staff to check 24th Avenue and Rock Creek for mowing.

The meeting adjourned at 5:13 p.m. The next meeting is scheduled for Wednesday, June 20, 2012 at 5:30 pm in the Council Study Session Room.

ATTEST:

City Clerk

Mayor

City of Norman, OK

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

Master

File Number: AP-1112-16

File ID:	AP-1112-16	**Type:**	Appointment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 8	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	03/13/2012
File Name:	Nomination of Judges			**Final Action:**	

Title: SUBMISSION OF THE PROPOSED NOMINATIONS FOR REAPPOINTMENT OF DAVID POARCH AS PRESIDING JUDGE, GAIL BLAYLOCK AND DREW NICHOLS AS ASSOCIATE JUDGES, AND CHRISTI CHESLEY AS ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT EACH FOR A TERM BEGINNING JULY 1, 2012, AND ENDING JUNE 30, 2014.

ACTION NEEDED: Motion to acknowledge receipt of the nominations and schedule an Agenda Item on June 26, 2012, for confirmation.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 8

Attachments: Text File - Judge Nomination

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-1112-16

Body

INFORMATION: In accordance with Section 14-201 of the Code of the City of Norman, the above-described item appears on City Council's agenda in order to give written nomination of David Poarch as Presiding Judge, Gail Blaylock and Drew Nichols as Associate Judges, and Christi Chesley as Acting Judge of the Municipal Criminal Court each for a term beginning July 1, 2012, and ending June 30, 2014.

City of Norman, OK

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

Master

File Number: AP-1112-22

File ID:	AP-1112-22	**Type:**	Appointment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 9	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	05/24/2012
File Name:	Apointments			**Final Action:**	

Title: CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

FLOOD PLAIN COMMITTEE
TERM: 06-12-12 TO 06-12-15: NEIL SUNESON, 1803 PETER PAN STREET

PUBLIC SAFETY OVERSIGHT COMMITTEE
TERM: 06-12-12 TO 02-10-13: EDDIE SIMS, 1021 GOLDEN EAGLE DRIVE (WARD 7)

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Neil Suneson will replace Marion Hutchinson and Eddie Sims will fill the unexpired vacancy left by Emily Meazell who has resigned.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 9

Attachments:

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-1112-22

City of Norman, OK

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

Master

File Number: R-1112-150

File ID:	R-1112-150	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 10	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	05/29/2012
File Name:	COMCD Appointment and Resolution			**Final Action:**	

Title: CONSIDERATION OF THE MAYOR'S APPOINTMENT AS FOLLOWS AND ADOPTION OF RESOLUTION NO. R-1112-150:

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
TERM: 06-28-12 TO 06-28-16: MARILYN GEIGER, 984 PINEBROOKE COURT

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Marilyn Geiger is a reappointment. The accompanying resolution has been drawn and is submitted for City Council's consideration as required by State Statute. After adoption, the resolution will be forwarded to the Cleveland County District Court.

ACTION NEEDED: Motion to confirm or reject the appointment; and, if confirmed, adopt Resolution No. R-1112-150 and direct the submission thereof to the Cleveland County District Court.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 10

Attachments: Text File - COMCD Appointment, COMCD Reappointment Resolution

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1112-150

Resolution

R-1112-150

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REAPPOINTING MARILYN GEIGER TO THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT.

§ 1. WHEREAS, one-third of the Central Oklahoma Master Conservancy District Board of Directors is nominated by the Council of the City of Norman and appointed by the District Court of Cleveland County for a term of four years as required by 82 O.S. §541 of the Oklahoma State Statutes; and

§ 2. WHEREAS, the term of one of Norman's representatives on the Board of Directors of the Central Oklahoma Master Conservancy District expires on June 28, 2012; and

§ 3. WHEREAS, Marilyn Geiger is a citizen of Norman whose dedication, interest, and talent has made her a valuable member to the Board of Directors of the Central Oklahoma Master Conservancy District.

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

§ 4. That Marilyn Geiger be reappointed to serve on the Board of Directors of the Central Oklahoma Master Conservancy District, said term beginning June 28, 2012, and ending June 28, 2016, and that notice is given to the District Judge of the reappointment of Marilyn Geiger as one of the Board of Directors of the Central Oklahoma Master Conservancy District.

PASSED AND ADOPTED this 12th day of June, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: RPT-1112-42

File ID:	RPT-1112-42	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 11	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	05/31/2012
File Name:	City Manager's Change Order Report			**Final Action:**	

Title: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE CITY MANAGER'S CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 11

Attachments: Text File Change Order Report, Memo Change Order Lift Station D, Change Order 2 K-0910-34

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1112-42

Body

INFORMATION: City Council, in its meeting of November, 8, 2011, adopted Resolution No. R-1112-55 delegating administrative authority to the City Manager or his designee, at his discretion, to approve change order requests that result in adjustments up to forty thousand dollars ($40,000) or 10% of any contract, whichever is less.. The resolution also required that the administrative approvals of change orders be reported to the City Council with the City Manager's Weekly Report and at the next regularly scheduled Council meeting and then filed with the original contract in the permanent records of the City Clerk. One Change Order has been submitted for this report

office memorandum

DATE: May 14, 2012

TO: Steve Lewis, City Manager

FROM: Mark Daniels, Utilities Engineer MWD
Ken Komiske, Utilities Director MD for KK

SUBJECT: Consideration of Change Order No. 2 to Contract K-0910-34
Lift Station D Rehabilitation Project (WW0303)

BACKGROUND:

On January 22, 2008, the NUA approved Resolution R-0708-78 directing staff to implement an interim sewer solution for northern Norman, meeting the needs identified in the Wastewater Master Plan (WWMP) but delaying construction of a second wastewater treatment plant (WWTP). A new system of sewer interceptors will convey wastewater to a rehabilitated Lift Station D that provides a pumping capacity of 6 million gallons per day (MGD) and includes a 4.8 MG equalization basin.

On February 26, 2008, the NUA approved Contract K-0708-111 with HDR authorizing completion of the preliminary design, final design, and bidding phases for Lift Station D Rehabilitation project. On April 28, 2009, the NUA approved Amendment No. 1 to the contract authorizing HDR to proceed with construction phase services for the project.

This project qualified for American Recovery and Reinvestment Act (ARRA or "Federal Stimulus") funding. On April 14, 2009, the NUA authorized submission of a Clean Water State Revolving Fund (CWSRF) loan application to the Oklahoma Water Resources Board (OWRB). As a part of the CWSRF loan process, 20% of the loan amount will be forgiven up to a maximum of $2 million. The CWSRF loan application was submitted on May 8, 2009 and the OWRB approved our loan application for $7,640,000 on June 9, 2009.

On August 25, 2009, the NUA approved Contract K-0910-34 with Walters-Morgan Construction Inc. of Manhattan, Kansas for $5,840,000. On February 22, 2011, the NUA approved Change Order No. 1 increasing the contract amount by $65,185.28 to $5,905,185.28 and extending the contract time by 54 calendar days to May 23, 2011.

The work began September 28, 2009 and was substantially complete August 24. 2011.

DISCUSSION:

The proposed change order will authorize fourteen (14) work scope modifications as detailed in the change order and associated backup documentation. Ten work items increase and four work items decrease the contract amount with a net increase of $22,325.68; the last item will extend the contract time due to abnormal weather conditions. This cost increase is equivalent to 0.4% of the original contract amount and brings the overall cost increase to 1.5% of the original contract amount.

The more major cost changes include:

- a decrease of $15,206 for reducing the height of screening channel walls;
- an increase of $19,670 to install all new chain-link fencing around the site (rather than replacing only damaged sections);
- an increase of $11,474 to install steel framing support around new ventilation louvers; and

- a decrease of $39,090 to delete asphalt paving within the site (this work was completed by the Public Works Department).

Walters-Morgan Construction, Inc. concurs with the scope modifications and they are agreeable to the negotiated cost increase of $22,325.68 with a 93-calendar day increase in contract time. The design engineer and staff recommend approval of Change Order No. 2. If approved, the revised contract amount will be $5,927,510.96 and the revised contract end date will be August 24, 2011. We do not anticipate additional change orders on this project.

The FYE12 budget includes unencumbered funds totaling $598,427.94 in construction account 322-9382-432.61-01 (WW0303) and is adequate to cover the proposed contract increase of $22,325.68.

RECOMMENDATION:

Recommend the NUA approve Change Order No. 2 to Contract K-0910-34 with Walters-Morgan Construction, Inc., increasing the contract amount by $22,325.68 for a revised contract amount of $5,927,510.96 and extending the contract time by 93 calendar days for a new completion date of August 24, 2011.

Attachments: Change Order No. 2 with attachments
HDR Letter Recommending Approval

Reviewed By: Clint Mercer, Chief Accountant
Reviewed By: Anthony Francisco, Finance Director
Reviewed By: Linda Price, Revitalization Manager
Reviewed By: Jeff Bryant, City Attorney
Reviewed By: Steve Lewis, City Manager

APPROVE: _____ Date: 5.25.12

DISAPPROVE: _____ Date: _____

11-2

CHANGE ORDER SUMMARY
NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE:	December 29, 2011
CHANGE ORDER NO.:	Two (2)
CONTRACT NO.:	Contract K-0910-34
PROJECT:	Lift Station D Rehabilitation Project
CONTRACTOR:	Walters-Morgan Construction, Inc.
	2616 Tuttle Creek Blvd.
	Manhattan, Kansas 66502-4479

Contract Time

ORIGINAL:	548 Calendar Days
PREVIOUS CHANGE ORDERS:	54 Calendar Days
THIS CHANGE ORDER:	93 Calendar Days
REVISED AMOUNT:	695 Calendar Days

ORIGINAL START DATE:	September 28, 2009
ORIGINAL COMPLETION DATE:	March 30, 2011
PREVIOUS COMPLETION DATE:	May 23, 2011
NEW COMPLETION DATE:	August 24, 2011

Contract Amount

ORIGINAL:	$5,840,000.00
PREVIOUS CHANGE ORDERS:	$65,185.28
THIS CHANGE ORDER:	$22,325.68
REVISED AMOUNT:	$5,927,510.96

Item Description	$ Increase	$ Decrease
Cost Proposal 9R2: Reduce height of three concrete reinforced screening channel walls by x feet; add expansion joint between EQ Basin wall and sidewalk. No modification to the contract time.	$0.00	-$15,206.12
Cost Proposal 10: Remove and replace all existing fence (1600 feet) and gates around the site in lieu of replacing only fencing damaged during construction; fencing to be 6-foot tall with barbed wire. Add five (5) calendar days to the contract time.	$19,669.82	$0.00
Cost Proposal 11: Provide and install steel framing to accomodate new ventilation louvers installed in 6' x 6' and 6' x 7' openings cut into existing concrete block walls. Add four (4) calendar days to the contract time.	$11,473.82	$0.00

Cost Proposal 12R3: Delete contractor installation of asphalt paving and flexible base as bid; substitute placement and compaction of 7 inches of flexible base on paved areas within the lift station site. City of Norman crews to install 5-inch asphalt paving at no cost to contractor as soon as practical after placement of base by contractor. Add five (5) calendar days to the contract time.	$0.00	-$39,089.92
Cost Proposal 13: Install concrete retaining wall between elevated transformer pad and solid waste dumpster pad. Add three (3) calendar days to the contract time.	$2,637.96	$0.00
Cost Proposal 14: Remove existing crane, trolley, hoist and structural support above wetwell and store materials on site; delete painting of these components. Add three (3) calendar days to the contract time.	$0.00	-$159.30
Cost Proposal 15: Enlarge proposed 12-foot entry gate to 16-foot gate. No modification to the contract time.	$420.00	$0.00
Cost Proposal 16R: Install 4-foot diameter concrete valve vault with check valve and drain valve on 4-inch waterline to Equalization (EQ) Basin. Add four (4) calendar days to the contract time.	$7,378.17	$0.00
Cost Proposal 17R: Furnish and install three 1-inch adjustable nozzles for EQ Basin washdown in lieu of three 3/4-inch non adjustable nozzles. No modification to the contract time.	$2,769.21	$0.00
Cost Proposal 18R: Furnish and install two new exterior lighting fixtures adjacent to generator and replace two existing exterior lighting fixtures. Add two (2) calendar days to the contract time.	$3,313.80	$0.00
Cost Proposal 19R: Install high water alarm to PLC from dry well sump pump float. Add three (3) calendar days to the contract time.	$1,375.50	$0.00
Cost Proposal 20R: Install motorized wire rope hoist and motorized trolley with electrical controls for monorail above dry well. Existing manual hoist to remain as currently installed. Add eight (8) calendar days to the contract time.	$24,134.14	$0.00
Cost Proposal 21R: Modify EQ Basin pump discharge piping. Add thirty-two (32) calendar days to the contract time.	$8,608.60	$0.00
Cost Proposal 22: Reduce contract amount and allow HVAC insulation to be installed "as is"; eliminate requirement to adhere insulation to HVAC ductwork. No modification to the contract time.	$0.00	-$5,000.00
Cost Proposal 23: Add twenty-two (22) calendar days to the contract time to account for adverse weather conditions beyond that normally expected between January 1, 2011 and August 24, 2011.	$0.00	$0.00

SUBMITTED BY CONTRACTOR: Walters-Morgan Construction, Inc. Date: 2/7/12

RECOMMENDED BY CONSULTING ENGINEER: HDR Engineering, Inc. Date: 2/9/12

APPROVED AS TO FORM AND LEGALITY: City Attorney Date: 5/22/12

ACCEPTED BY NORMAN UTILITIES AUTHORITY: City Manager Date: 5/24/12

City of Norman, OK

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

Master

File Number: RPT-1112-41

File ID:	RPT-1112-41	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 12	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	05/31/2012
File Name:	PLS Budget 2013			**Final Action:**	

Title: SUBMISSION OF THE PIONEER LIBRARY SYSTEM FYE 2013 ANNUAL BUDGET.

ACTION NEEDED: Motion to acknowledge receipt of the document; and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 12

Attachments: Letter from Anne Masters, PLS Budget

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1112-41

Pioneer
LIBRARY SYSTEM

Pioneer Library System
225 North Webster Avenue
Norman, Oklahoma 73069-7133

Website: www.justsoyouknow.us
Phone: (405) 701-2643
FAX: (405) 701-2649

Connecting you to the joy of reading and to information for lifelong learning

June 1, 2012

Brenda Hall, City Clerk
City of Norman
P.O. Box 370
Norman OK 73070

Dear Brenda:

Please find enclosed the annual budget for FY 2012/2013 for the Pioneer Library System. This report is filed as required by Title 65, Section 4-105 14 (b) that reads:

> "It shall be the duty of the system board to prepare an annual budget which shall be filed on or before June 1 with the boards of county commissioners and the county excise boards, the State Auditor and Inspector, the Oklahoma Department of Libraries, State Board of Equalization, and with the cities and towns which participate in financial support of the system."

Thank you.

Respectfully,

Anne Masters
Director

Enclosure

PIONEER LIBRARY SYSTEM
BUDGET
JULY 1, 2012 - JUNE 30, 2013

REVENUES			
Ad Valorem Taxes			
Cleveland County	$10,165,101		
McClain County	1,294,509		
Pottawatomie County	1,757,739		
Total Ad Valorem Taxes		$13,217,349	
Oklahoma Department of Libraries			
State Aid	$149,662		
Total State Aid		$149,662	
Other Revenue	$399,616		
		$399,616	
Subtotal All Revenue			$13,766,627
Use of Designated Fund Balance			$1,856,638
Fund Balance			
Reserved for Encumbrances			$753,281
Fund Balance Carryover			
Designated Fund Balance			$718,996
Undesignated Fund Balance			$3,660,983
Total Fund Balance			$5,133,260
TOTAL REVENUE			$20,756,525
EXPENDITURES			
Personnel Services		$9,290,135	
Books and Other Materials		2,180,000	
General & Administrative		938,575	
Technology		825,000	
Virtual Library		200,000	
System Services		2,189,555	
(Development, Literacy, Programming, PIO, Outreach)			
Subtotal All Expenditures			$15,623,265
Fund Balance			
Reserved for Encumbrances			$753,281
Fund Balance Carryover			
Designated Fund Balance			$718,996
Undesignated Fund Balance			$3,660,983
Total Fund Balance			$5,133,260
TOTAL GENERAL FUND EXP & FUND BALANCE			$20,756,525

Steve Eddy, Chair

Anne Masters, Secretary

5/29/2011

City of Norman, OK

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

Master

File Number: K-1112-129

File ID:	K-1112-129	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 13	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$524,273.00	**File Created:**	05/25/2012
File Name:	K-1112-129 Hall Park Greenbelt Drainage Project			**Final Action:**	

Title: CONSIDERATION OF AWARDING BID NO. 1112-52, CONTRACT NO. K-1112-129 WITH CENTRAL CONTRACTING SERVICES, INC., IN THE AMOUNT OF $524,273, PERFORMANCE BOND NO. B-1112-47, STATUTORY BOND NO. B-1112-48, AND MAINTENANCE BOND MB-1112-41 FOR THE HALL PARK WATER LINE PROJECT AND THE HALL PARK GREENBELT DRAINAGE PROJECT AND BUDGET APPROPRIATION.

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 $524,273 to Central Contracting Services, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-1112-129, Performance Bond No. B-1112-47 Statutory Bond No. B-1112-48, and Maintenance Bond No. MB-1112-41 and the Norman Utilities Authority as part of the contract to pay subcontractors for equipment and supplies for the Hall Park Water Line Project; authorized the execution of the contract and bonds; and appropriate $86,200 from the Water Fund Balance (031-0000-253.00-00) to Project No. WA0149, Hall Park Water Line Replacement, Construction (031-9683-462.61-01).

ACTION TAKEN: _____

Notes: Steve has 6/5

Agenda Date: 06/12/2012

Agenda Number: 31

Attachments: Text File K-1112-129, Engineers Estimate 052412, Garver Recommendation to Award, K-1112-129 Signed, Perf B-1112-47 signed, Stat B-1112-48, MB-1112-41, PR Central Contracting

Project Manager: Mark Daniels, Utilities Engineer

Entered by: mark.daniels@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-1112-129

Body

BACKGROUND: The Hall Park Waterline Replacement project (WA0149) was originally budgeted in FYE09 to install approximately 5,600 linear feet (LF) of 6-inch water line to replace dilapidated 4-inch and 6-inch ductile iron water line and loop dead-end water lines on the cul-de-sacs with a new water line in the greenbelt to the south. The project area is generally west of 24th Avenue NE and south of Creighton Drive. Fire hydrants, gate valves, household meters and affected private driveways would be replaced.

On August 25, 2009, the NUA approved Contract K-0910-54 with Garver LLC (Garver) and Contract K-0910-55 with Lemke Land Surveying, Inc. (Lemke) to perform on-call design and surveying services, respectively. Lemke provided surveying services while Garver provided preliminary design, final design, bidding, and construction management services.

During the design process and in consideration of additional waterline breaks that had occurred, the project scope was expanded to enlarge the greenbelt loop from 6-inch to 8-inch, and replace failing 12-inch waterline along 24th Avenue NE. The current project will install approximately 3,100 LF of 6-inch, 2,100 LF of 8-inch and 880 LF of 12-inch water line in the project area. Additionally, in conjunction with funding provided by the Department of Parks and Recreation, approximately 1,800 LF of drainage swale/trail will be removed and replaced within the green belt south of Creighton between 24th Avenue NE and Montclair Circle.

The Oklahoma Department of Environmental Quality (ODEQ) approved the design plans on November 16, 2010 and the NUA noted receipt of ODEQ Permit No. WL000014100746 on December 14, 2010.

DISCUSSION: The advertisement for bids was published in the Norman Transcript on April 27 and May 3, 2012, and in several trade publications. Nine contractors attended the pre-bid conference and bids were received from four contractors on May 24, 2012. The bidding documents included a Base Bid for the water line improvements and an Alternate Bid to include both the water line and greenbelt drainage swale improvements.

As shown on the attached bid tabulation, Central Contracting Services, Inc. was the low bidder at $452,964 for the Base Bid and $524,273 for the Base Bid plus Alternate Bid. Other bids ranged between $653,812 and $941,038 for the Base Bid and $777,532 and $1,097,346 for the Base Bid plus Alternate Bid. The engineer's estimate was $530,891 and 603,841 for the Base Bid and the Base Bid plus Alternate Bid, respectively. Staff of the Utilities and Parks departments and the design engineer recommend award to Central Contracting Services, Inc. of Norman, Oklahoma.

The Fiscal Year Ending (FYE) 2012 budget includes $80,000 in Trails - Hall Park Greenbelt Construction (PR0124), account 050-9985-452.61-01, while Hall Park Water Line Replacement Construction (WA0149) account 031-9683-462.61-01 includes $389,374. A construction budget shortfall of $63,590 exists for Hall Park Water Line Replacement Construction.

The WA0149 project budget was developed prior to increasing the diameter of the waterline loop

from 6 to 8 inches and prior to including the 12-inch along 24th Avenue NE. In order to fully fund the proposed water line improvements, it is necessary to transfer or appropriate new funding from the Water Fund. Utilities staff recommends including a contingency of about 5% ($22,610) to cover unexpected expenses during construction of the water line improvements. To fund Project WA0149 and the proposed 5% contingency, Utilities staff recommends appropriation of $86,200 from the Water Fund Balance, account 031-0000-253.00-00.

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 City of Norman 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 City of Norman. To minimize project costs, the NUA will make payment directly to vendors supplying equipment and materials for incorporation into the project.

We anticipate a contract start date of June 25, 2012 with final completion with 240 calendar days or by February 20, 2013.

RECOMMENDATION 1: Recommend the NUA accept the bids received in response to Project Bid 1112-52 and award the bid to Central Contracting Services, Inc. of Norman, Oklahoma.

RECOMMENDATION 2: Recommend the NUA authorize the Chairman to sign Contract K-1112-129 in the amount of $524,273 with Central Contracting Services, Inc.

RECOMMENDATION 3: commend the NUA approve Performance Bond B-1112-47, Statutory Bond B-1112-48, and Maintenance Bond MB-1112-41; all bonds being in the amount of the construction contract.

RECOMMENDATION 4: Recommend the NUA allow the Utilities Director to approve the purchase of equipment and materials directly from vendors at prices agreed to the contractor.

RECOMMENDATION 5: Recommend the NUA appropriate $86,200 from the Water Fund Balance account 031-0000-253.00-00 into Hall Park Water Line Replacement Construction (WA0149) account 031-9683-462.61-01.

GARVER

1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

May 24, 2012

Purchasing Division
City of Norman
201 West Gray Avenue
Norman, Oklahoma 73069

Re: Engineer's Construction Cost Estimate
Hall Park Waterline Replacements
Bid Number B-1112-52

The Engineer's construction cost estimate for the above referenced project is as follows:

- **Total Base Bid – Five-hundred and thirty thousand, eight hundred and ninety-one dollars and no cents ($530,891.00)**
- Add Alternate –Seventy-two thousand, nine hundred and fifty dollars and no cents ($72,950.00)
- **Total Base Bid + Add Alternate –Six-hundred and three thousand, eight hundred and forty-one dollars and no cents ($603,841)**

Sincerely,

GARVER, LLC

REGISTERED PROFESSIONAL ENGINEER
JEFFREY G. CHAVEZ
19329
5/24/2012
OKLAHOMA

Jeffrey G. Chavez, P.E.
Project Manager

File: 10078040

GARVER

1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

May 29, 2012

Mr. Mark Daniels, PE
City Of Norman
201 West Gray
Norman, OK 73069

Re: Engineer's Recommendation to Award
Hall Park Waterline Replacement
Bid Number 1112-52

Mr. Daniels:

On May 24, 2012, four (4) bids were received for the above referenced project. The bids included a base bid and add alternate. The low bidder was defined as the lowest sums of the base bid and add alternate. Detailed bid tabulation is enclosed. The bids are summarized as follows:

Bidder	Base Bid	Add Alternate	Base Bid + Add Alternate
Rudy Box & Associates, Inc.	$655,771.00	$123,720.00	$779,437.00
Central Contracting	$452,964.00	$71,309.00	$524.273.00
Associated Industries	$745,136.00	$101,489.00	$846,625.00
FT Construction Co.	$1,016,191.24	$156,308.00	$1,172,499.24

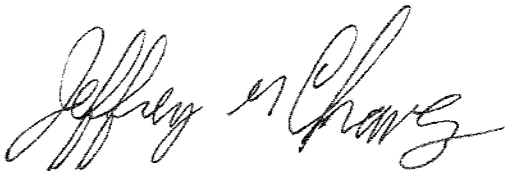
The unit prices submitted by the low bidder appear to be reasonable and represent a good value for the City of Norman. The bid totals for two of the bids received included mathematical errors as shown on the attached detailed bid tabulation; however, the low bidder for the project did not have any mathematical errors. We have reviewed Central Contracting qualifications statement and believe they are well qualified for this project. We recommend that the construction contract for the above referenced project be awarded to the low bidder, Central Contracting.

The add alternate bid price submitted by Central Contracting for drainage channel construction is approximately the same as the anticipated construction cost. We recommend awarding the add alternate providing there is sufficient funding.

If you have any questions or require further detail, please do not hesitate to call.

Sincerely,

GARVER



Jeffrey G. Chavez, PE
Project Manager

Attachments: Bid Tabulation

NORMAN HALL PARK WATERLINE REPLACEMENT

Bid Tabulation
5/29/2012

				Engineers Estimate		Rudy Box & Associates, Inc.		Central Contracting		Associated Industries		FT Construction Co.	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	OPEN CUT 6-INCH PVC PIPE	LF	3100	$ 25.00	$ 77,500.00	$ 22.50	$ 69,750.00	$ 20.00	$ 62,000.00	$ 60.00	$ 186,000.00	$ 75.00	$ 232,500.00
2	OPEN CUT 8-INCH PVC PIPE	LF	2100	$ 27.00	$ 56,700.00	$ 23.50	$ 49,350.00	$ 25.00	$ 52,500.00	$ 40.00	$ 84,000.00	$ 75.00	$ 157,500.00
3	OPEN CUT 12-INCH PVC PIPE	LF	800	$ 30.00	$ 24,000.00	$ 36.00	$ 28,800.00	$ 35.00	$ 28,000.00	$ 50.00	$ 40,000.00	$ 75.00	$ 60,000.00
4	BORING 12-INCH PVC PIPE WITH STEEL CASING	LF	80	$ 255.00	$ 20,400.00	$ 265.00	$ 21,200.00	$ 255.00	$ 20,400.00	$ 275.00	$ 22,000.00	$ 250.00	$ 20,000.00
5	6-INCH GATE VALVE	EA	14	$ 875.00	$ 12,250.00	$ 919.00	$ 12,866.00	$ 1,000.00	$ 14,000.00	$ 1,100.00	$ 15,400.00	$ 1,800.00	$ 25,200.00
6	8-INCH GATE VALVE	EA	6	$ 1,100.00	$ 6,600.00	$ 1,360.00	$ 8,160.00	$ 1,400.00	$ 8,400.00	$ 1,500.00	$ 9,000.00	$ 2,500.00	$ 15,000.00
7	12-INCH GATE VALVE	EA	7	$ 2,400.00	$ 16,800.00	$ 2,500.00	$ 17,500.00	$ 2,250.00	$ 15,750.00	$ 2,000.00	$ 14,000.00	$ 3,000.00	$ 21,000.00
8	AIR RELIEF VALVE & VAULT	EA	1	$ 2,400.00	$ 2,400.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00	$ 1,200.00	$ 1,200.00
9	6-INCH TAPPING VALVE	EA	1	$ 1,000.00	$ 1,000.00	$ 1,800.00	$ 1,800.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,800.00	$ 1,800.00
10	12-INCH TAPPING VALVE	EA	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
11	12" X 16" TAPPING SLEEVE	EA	1	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
12	6" X 16" TAPPING SLEEVE	EA	1	$ 1,800.00	$ 1,800.00	$ 1,700.00	$ 1,700.00	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
13	6-INCH 11-1/4° BEND	EA	12	$ 325.00	$ 3,900.00	$ 360.00	$ 4,320.00	$ 400.00	$ 4,800.00	$ 400.00	$ 4,800.00	$ 400.00	$ 4,800.00
14	6-INCH 22-1/2° BEND	EA	23	$ 340.00	$ 7,820.00	$ 360.00	$ 8,280.00	$ 400.00	$ 9,200.00	$ 400.00	$ 9,200.00	$ 400.00	$ 9,200.00
15	6-INCH 45° BEND	EA	21	$ 355.00	$ 7,455.00	$ 365.00	$ 7,665.00	$ 400.00	$ 8,400.00	$ 400.00	$ 8,400.00	$ 400.00	$ 8,400.00
16	6-INCH 90° BEND	EA	1	$ 400.00	$ 400.00	$ 375.00	$ 375.00	$ 400.00	$ 400.00	$ 450.00	$ 450.00	$ 400.00	$ 400.00
17	8-INCH 11-1/4° BEND	EA	6	$ 525.00	$ 3,150.00	$ 390.00	$ 2,340.00	$ 400.00	$ 2,400.00	$ 525.00	$ 3,150.00	$ 600.00	$ 3,600.00
18	8-INCH 22 -1/2° BEND	EA	12	$ 550.00	$ 6,600.00	$ 400.00	$ 4,800.00	$ 425.00	$ 5,100.00	$ 600.00	$ 7,200.00	$ 600.00	$ 7,200.00
19	8-INCH 45° BEND	EA	4	$ 575.00	$ 2,300.00	$ 400.00	$ 1,600.00	$ 425.00	$ 1,700.00	$ 500.00	$ 2,000.00	$ 800.00	$ 3,200.00
20	12-INCH 11-1/4° BEND	EA	2	$ 700.00	$ 1,400.00	$ 840.00	$ 1,680.00	$ 500.00	$ 1,000.00	$ 800.00	$ 1,600.00	$ 800.00	$ 1,600.00
21	12-INCH 45° BEND	EA	2	$ 650.00	$ 1,300.00	$ 860.00	$ 1,720.00	$ 500.00	$ 1,000.00	$ 1,250.00	$ 2,500.00	$ 400.00	$ 800.00
22	6" X 8" CROSS	EA	1	$ 750.00	$ 750.00	$ 2,800.00	$ 2,800.00	$ 600.00	$ 600.00	$ 850.00	$ 850.00	$ 700.00	$ 700.00
23	6" X 12" CROSS	EA	1	$ 825.00	$ 825.00	$ 2,800.00	$ 2,800.00	$ 800.00	$ 800.00	$ 1,025.00	$ 1,025.00	$ 700.00	$ 700.00
24	6" X 6" TEE	EA	13	$ 700.00	$ 9,100.00	$ 1,292.00	$ 16,796.00	$ 400.00	$ 5,200.00	$ 750.00	$ 9,750.00	$ 500.00	$ 6,500.00
25	6" X 8" TEE	EA	5	$ 750.00	$ 3,750.00	$ 950.00	$ 4,750.00	$ 450.00	$ 2,250.00	$ 800.00	$ 4,000.00	$ 500.00	$ 2,500.00
26	6" X 12" TEE	EA	3	$ 825.00	$ 2,475.00	$ 2,500.00	$ 7,500.00	$ 600.00	$ 1,800.00	$ 900.00	$ 2,700.00	$ 500.00	$ 1,500.00
27	6" X 12" REDUCER	EA	1	$ 525.00	$ 525.00	$ 600.00	$ 600.00	$ 400.00	$ 400.00	$ 700.00	$ 700.00	$ 600.00	$ 600.00
28	8" X 12" TEE	EA	2	$ 900.00	$ 1,800.00	$ 2,000.00	$ 4,000.00	$ 800.00	$ 1,600.00	$ 1,700.00	$ 3,400.00	$ 600.00	$ 1,200.00
29	12" X 12" CROSS	EA	1	$ 1,080.00	$ 1,080.00	$ 4,000.00	$ 4,000.00	$ 900.00	$ 900.00	$ 1,600.00	$ 1,600.00	$ 1,400.00	$ 1,400.00
30	FIRE HYDRANT ASSEMBLY	EA	12	$ 2,700.00	$ 32,400.00	$ 2,500.00	$ 30,000.00	$ 3,400.00	$ 40,800.00	$ 3,300.00	$ 39,600.00	$ 3,200.00	$ 38,400.00
31	METER INSTALLATION	EA	60	$ 700.00	$ 42,000.00	$ 25.00	$ 1,500.00	$ 100.00	$ 6,000.00	$ 90.00	$ 5,400.00	$ 250.00	$ 15,000.00
32	METER BOX	EA	27	$ 500.00	$ 13,500.00	$ 125.00	$ 3,375.00	$ 150.00	$ 4,050.00	$ 275.00	$ 7,425.00	$ 150.00	$ 4,050.00
33	SINGLE SHORT SERVICE CONNECTION	EA	28	$ 600.00	$ 16,800.00	$ 435.00	$ 12,180.00	$ 600.00	$ 16,800.00	$ 425.00	$ 11,900.00	$ 500.00	$ 14,000.00
34	SINGLE LONG SERVICE CONNECTION	EA	3	$ 1,000.00	$ 3,000.00	$ 1,500.00	$ 4,500.00	$ 750.00	$ 2,250.00	$ 2,600.00	$ 7,800.00	$ 1,000.00	$ 3,000.00
35	DOUBLE SHORT SERVICE CONNECTION	EA	4	$ 1,200.00	$ 4,800.00	$ 900.00	$ 3,600.00	$ 750.00	$ 3,000.00	$ 750.00	$ 3,000.00	$ 1,000.00	$ 4,000.00
36	DOUBLE LONG SERVICE CONNECTION	EA	11	$ 1,900.00	$ 20,900.00	$ 1,900.00	$ 20,900.00	$ 850.00	$ 9,350.00	$ 2,800.00	$ 30,800.00	$ 2,000.00	$ 22,000.00
37	SIDEWALK REPAIR	SY	130	$ 35.00	$ 4,550.00	$ 100.00	$ 13,000.00	$ 40.00	$ 5,200.00	$ 55.00	$ 7,150.00	$ 62.10	$ 8,073.00
38	DRIVEWAY REPAIR	SY	171	$ 75.00	$ 12,825.00	$ 100.00	$ 17,100.00	$ 55.00	$ 9,405.00	$ 80.00	$ 13,680.00	$ 72.45	$ 12,388.95
39	STREET REPAIR	SY	66	$ 95.00	$ 6,270.00	$ 100.00	$ 6,600.00	$ 55.00	$ 3,630.00	$ 95.00	$ 6,270.00	$ 96.60	$ 6,375.60
40	CURB AND GUTTER REPAIR	LF	73	$ 10.00	$ 730.00	$ 100.00	$ 7,300.00	$ 35.00	$ 2,555.00	$ 18.00	$ 1,314.00	$ 29.90	$ 2,182.70
41	SLAB SODDING	SY	9612	$ 2.00	$ 19,224.00	$ 5.00	$ 48,060.00	$ 2.00	$ 19,224.00	$ 3.00	$ 28,836.00	$ 2.60	$ 24,991.20
42	PLUG WATERLINE	EA	10	$ 450.00	$ 4,500.00	$ 325.00	$ 3,250.00	$ 150.00	$ 1,500.00	$ 525.00	$ 5,250.00	$ 1,000.00	$ 10,000.00
43	DRAINAGE CHANNEL	SY	475	$ 50.00	$ 23,750.00	$ 80.00	$ 38,000.00	$ 48.00	$ 22,800.00	$ 77.00	$ 36,575.00	$ 153.16	$ 72,751.00
44	DRAINAGE CHANNEL REPAIR	SY	9	$ 50.00	$ 450.00	$ 100.00	$ 900.00	$ 100.00	$ 900.00	$ 77.00	$ 693.00	$ 284.31	$ 2,558.79
45	AGGREGATE BASE	TONS	476	$ 12.00	$ 5,712.00	$ 50.00	$ 23,800.00	$ 25.00	$ 11,900.00	$ 43.00	$ 20,468.00	$ 45.00	$ 21,420.00
46	PRESSURE TESTING	LS	1	$ 2,000.00	$ 2,000.00	$ 15,000.00	$ 15,000.00	$ 2,000.00	$ 2,000.00	$ 4,700.00	$ 4,700.00	$ 2,000.00	$ 2,000.00

NORMAN HALL PARK WATERLINE REPLACEMENT

Bid Tabulation
5/29/2012

Item No.	Description	Unit	Estimated Quantity	Engineers Estimate		Rudy Box & Associates, Inc.		Central Contracting		Associated Industries		FT Construction Co.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
47	DISINFECTION	LS	1	$ 1,000.00	$ 1,000.00	$ 15,000.00	$ 15,000.00	$ 2,000.00	$ 2,000.00	$ 6,850.00	$ 6,850.00	$ 1,000.00	$ 1,000.00
48	CONSTRUCTION STAKING	LS	1	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 6,000.00	$ 6,000.00	$ 9,500.00	$ 9,500.00	$ 7,500.00	$ 7,500.00
49	TRAFFIC CONTROL	LS	1	$ 3,000.00	$ 3,000.00	$ 6,000.00	$ 6,000.00	$ 4,500.00	$ 4,500.00	$ 2,700.00	$ 2,700.00	$ 36,000.00	$ 36,000.00
50	MOBILIZATION	LS	1	$ 6,000.00	$ 6,000.00	$ 55,000.00	$ 55,000.00	$ 10,000.00	$ 10,000.00	$ 32,000.00	$ 32,000.00	$ 76,000.00	$ 76,000.00
51	REPAIR AREA INLET	LS	1	$ 1,500.00	$ 1,500.00	$ 4,500.00	$ 4,500.00	$ 2,500.00	$ 2,500.00	$ 5,800.00	$ 5,800.00	$ 6,500.00	$ 6,500.00
52	REMOVE DCV VAULT	LS	1	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00	$ 7,500.00	$ 7,500.00
53	EROSION CONTROL	LS	1	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00
54	TRENCH SAFETY	LS	1	$ 6,900.00	$ 6,900.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 2,700.00	$ 2,700.00	$ 15,000.00	$ 15,000.00
TOTAL BASE BID (sum of items 1 through 54)				$	530,891.00	$	655,717.00	$	452,964.00	$	745,136.00	$	1,016,191.24
ADD ALTERNATE BID													
Item No.	Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	DRAINAGE CHANNEL "A"	SY	493	$ 50.00	$ 24,650.00	$ 80.00	$ 39,440.00	$ 51.00	$ 25,143.00	$ 71.00	$ 35,003.00	$ 112.00	$ 55,216.00
A2	DRAINAGE CHANNEL "B"	SY	416	$ 50.00	$ 20,800.00	$ 80.00	$ 33,280.00	$ 51.00	$ 21,216.00	$ 71.00	$ 29,536.00	$ 112.00	$ 46,592.00
A3	OTHER DRAINAGE CHANNEL	SY	450	$ 50.00	$ 22,500.00	$ 80.00	$ 36,000.00	$ 51.00	$ 22,950.00	$ 71.00	$ 31,950.00	$ 110.00	$ 49,500.00
A4	EROSION CONTROL	LS	1	$ 5,000.00	$ 5,000.00	$ 15,000.00	$ 15,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
TOTAL ADD ALTERNATE BID (sum of items A1 through A4)				$	72,950.00	$	123,720.00	$	71,309.00	$	101,489.00	$	156,308.00
TOTAL BASE BID PLUS ADD ALTERNATE BID				$	603,841.00	$	779,437.00	$	524,273.00	$	846,625.00	$	1,172,499.24

☐ Mathematical error noted and corrected

Jeffrey G. Chavez, P.E.

5/29/2012
Date

REGISTERED PROFESSIONAL ENGINEER
JEFFREY G. CHAVEZ
19329
OKLAHOMA

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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 Central Contracting Services, Inc., 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:

HALL PARK WATERLINE REPLACEMENT
TOTAL BASE BID PLUS ALTERNATE BID
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:

Five Hundred-Twenty-Four Thousand, Two Hundred Seventy-Three and 00/100

Dollars ($524,273.00).

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;
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;

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- 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:

Addendum No. 1 dated May 16, 2012
Addendum No. 2 dated May 18, 2012

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 two hundred-forty (240) 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.

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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 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 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 of _____two hundred dollars ($200.00)___ for each consecutive calendar day thereafter the specified time for completion.

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.

12) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY 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 AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)
)§
COUNTY OF Cleveland)

James L. Tipken, 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 AUTHORITY. 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 AUTHORITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

James L Tipken

Submitted and sworn to before me this 4th day of June, 2012.

Sara N Switzer

Notary Public

SARA N. SWITZER NOTARY PUBLIC STATE OF OKLAHOMA 07006632 EXP. 7/12/15

My Commission Expires:

July 12, 2015

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IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 4th day of JUNE, 20 12, 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
Name and Title

Address: 17301 S. Sunnylane
Norman, OK 73071

Telephone: 405-895-6250

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 5 day of June, 20 12.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

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PERFORMANCE BOND

Know all men by these presents that Central Contracting Services, Inc., as PRINCIPAL, and American Safety Casualty 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Five Hundred-Twenty-Four Thousand, Two Hundred Seventy-Three and 00/100 Dollars ($524,273.00) 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:

HALL PARK WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1112-129) 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 6th day of June, 20 12, 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 ____.

13-11

(Corporate Seal) (where applicable)

ATTEST

James L Tipken
Corporate Secretary (where applicable)

Central Contracting Services, Inc.
PRINCIPAL

Signed: James L Tipken
Authorized Representative

James L. Tipken, President
Name and Title

Address: 17301 S. Sunnylane

Norman, OK 73071

Telephone: 405-895-6250

(Corporate Seal)

ATTEST

Dana K Blackemore
Corporate Secretary

American Safety Casualty Insurance Company
SURETY

Signed:
Authorized Representative

Tina E. Switzer, Attorney-in-Fact
Name and Title

Address: 909 S. Meridian, Ste. 700

Oklahoma City, OK 73108

Telephone: 405-568-3008

13-12

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by James L. Tipken, President of Central Contracting Services, Inc.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 4th day of June 19 12.

Tara N Switzer
Notary Public

My Commission Expires: July 12, 2015

TARA N. SWITZER NOTARY 07006632 EXP. 7/12/15 PUBLIC STATE OF OKLAHOMA

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 5 day of June, 2012.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

13-14

STATUTORY BOND

Know all men by these presents that Central Contracting Services, Inc., as PRINCIPAL, and American Safety Casualty 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Five Hundred-Twenty-Four Thousand, Two Hundred Seventy-Three and 00/100 Dollars ($524,273.00) 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:

HALL PARK WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1112-129) 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 4th day of JUNE, 20 12, 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 4th day of June, 20 12.

(Corporate Seal) (where applicable)

ATTEST

Tina L Tipken

Corporate Secretary (where applicable)

Central Contracting Services, Inc.

PRINCIPAL

Signed: Tina L Tipken

Authorized Representative

James L. Tipken, President

Name and Title

Address: 17301 S. Sunnylane

Norman, OK 73071

Telephone: 405-895-6250

(Corporate Seal)

ATTEST

Renee K Blackmon

Corporate Secretary

American Safety Casualty Insurance Company

SURETY

Signed: Tina E Switzer

Authorized Representative

Tina E. Switzer, Attorney-in-Fact

Name and Title

Address: 909 S. Meridian, Ste. 700

Oklahoma City, OK 73108

Telephone: 405-568-3008

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by James L. Tipken, President of Central Contracting Services, Inc.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 4th day of June 20 12.

Sara N. Switzer
Notary Public

TARA N. SWITZER NOTARY 07006632 EXP. 7/12/15 PUBLIC STATE OF OKLAHOMA

My Commission Expires: July 12, 2015

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 5 day of June, 2012.

_____
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 Central Contracting Services, Inc., as PRINCIPAL, and American Safety Casualty 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Five Hundred-Twenty-Four Thousand, Two Hundred Seventy-Three and 00/100 Dollars ($524,273.00) 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:

HALL PARK WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1112-129) 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 4th day of JUNE, 2012, 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 4th day of June, 2012

(Corporate Seal) (where applicable)

Central Contracting Services, Inc.
PRINCIPAL

ATTEST

Tina L Tipken
Corporate Secretary (where applicable)

Signed: James L Tipken
Authorized Representative

James L. Tipken, President
Name and Title

Address: 17301 S. Sunnylane

Norman, OK 73071

Telephone: 405-895-6250

(Corporate Seal)

American Safety Casualty Insurance Company
SURETY

ATTEST

Diane K Blankenship
Corporate Secretary

Signed: Tina E
Authorized Representative

Tina E. Switzer, Attorney-in-Fact
Name and Title

Address: 909 S. Meridian, Ste. 700

Oklahoma City, OK 73108

Telephone: 405-568-3008

13-20

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by James L. Tipken, President of Central Contracting Services, Inc.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 4th day of June 20 12.

Sara N Switzer
Notary Public

SARA N. SWITZER NOTARY 07006632 EXP. 7/12/15 PUBLIC STATE OF OKLAHOMA

My Commission Expires: July 12, 2015

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 5 day of June, 20 12.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of
_____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

13-22

PURCHASE REQUISITION NBR: 0000202178

STATUS: INSUFFICIENT FUNDS

REQUISITION BY: WEBB G
REASON: HALL PARK WATER LINE REPLACEMENT / DRAINAGE
DATE: 6/05/12

SHIP TO LOCATION: P W - UTILITIES DIRECTOR
SUGGESTED VENDOR: 2892 CENTRAL CONTRACTING SERVICES
DELIVER BY DATE: 6/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HALL PARK WATER LINE REPLACEMENT CONSTRUCTION COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION AND UPGRADES	452964.00	DOL	1.0000	452964.00	
2	HALL PARK GREENBELT DRAINAGE IMPROVEMENT COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION AND UPGRADES	71309.00	DOL	1.0000	71309.00	

REQUISITION TOTAL: 524273.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	03196834626101	Capital Projects Construction	WA0149 Hall Park W/L Replacement	100.00	452964.00
2	05099854526101	Capital Projects Construction	PR0124 Trails-Hall Park Greenblt	100.00	71309.00
					524273.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT K-1112-129 CONTINGENT ON NUA APPROVAL
6-12-12

City of Norman, OK

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

Master

File Number: K-1112-132

File ID:	K-1112-132	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 14	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$151,500.00	**File Created:**	05/29/2012
File Name:	K-1112-132 Monroe Park Playground			**Final Action:**	

Title: CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1112-53, CONTRACT NO. K-1112-132 WITH ACS PLAYGROUND ADVENTURES, INC., IN THE AMOUNT OF $151,500; PERFORMANCE BOND NO. B-1112-61; STATUTORY BOND NO. B-1112-62, MAINTENANCE BOND NO. MB-0001-65, RESOLUTION NO. R-1112-148 FOR THE MONROE PARK PLAYGROUND EQUIPMENT PROJECT AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1112-53 from ACS Playground Adventures, Inc., for the Monroe Park Playground Equipment Project; and, if accepted, approve Contract No. K-1112-132 in the amount of $151,500 and the performance, statutory, and maintenance bonds; authorize execution of the contract; direct the filing of the bonds; adopt Resolution No. R-1112-148; and appropriate $250,000 from the Neighborhood Park Land Fund Balance (052-0000-253.20-00) to Project No. PR0255, Monroe Park Playground Equipment, Construction (052-9543-452.61-01)

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 14

Attachments: Text File Monroe Park, RFP 1112-53 Tabulation, K-1112-132, Perf B-1112-61, Stat B-1112-62, MB-1112-65, R-1112-148, PR ACS, August 16 Special Session Minutes

Project Manager: James Briggs, Park Planner

Entered by: james.briggs@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-1112-132

Body

BACKGROUND: On 1 March, 2011, voters in Norman approved a City Charter amendment providing for the expenditure of fees in lieu of park land that were collected between 1976 and 1994 for the purpose of making park improvements in areas where suitable land is not available to purchase. This Charter amendment allowed the city to make use of over $642,000 of parkland fees and interest earnings for capital improvements in twenty one neighborhood park sites. $303,212 of this total is available for use in the area around Monroe School, located north of Hwy 9 on McGee Drive and at Adkins Crossing Park, located south of Hwy 9 on 24th Ave SW.

The 2009 Norman Parks and Recreation Master Plan identified the area around Monroe School as being deficient in neighborhood park facilities. The idea for a cooperative project in this area between the City of Norman and the Norman Public School System was discussed in the master plan and listed as a very high priority recommendation.

In September, 2011, City Council approved the lease of 4 acres of land from the Norman Public Schools at the Monroe School site. Since that time, parks and recreation staff has been working with the school system and local residents on a master plan to provide for neighborhood park improvements at that site. A major part of this plan is the provision of a large playground area in the public park area. The project also includes adding a paved walking trail, a picnic shelter, park furnishings (picnic tables, trash cans, drinking fountain, etc.) and more trees to the site.

DISCUSSION: On 20 and 27 April, 2012, RFP No. 1112-53 for the Monroe Park Playground Equipment Project was advertised in the *Norman Transcript, Bid News/i-squarefoot, e-plan* and *Dodge Report*. Requests for proposals were obtained by ten playground equipment vendors, seven of whom responded with complete proposals. The RFP included a base bid for play equipment and two add-alternates for (1) a shade structure over most of the equipment and (2) a cost difference to change the playground safety surfacing from our typical shredded wood to a synthetic turf and pad system.

All bidders were instructed to submit a proposal that utilized the entire $90,000 budgeted for the playground area on installed equipment and safety surfacing. This type of proposal allows us to compare playground designs against each other based on the play values proposed. Parks and Recreation staff carefully evaluated the playground proposals to determine the optimum number and diversity of play events, play area and age appropriateness for the project. Staff also evaluated the additional options for shade and alternate safety surface material and are recommending adding those to this project. The total for all items is $151,500.

The budget for the project is $250,000. With the approval of the contract and bonds for the Monroe Park Playground Equipment Project, Staff is recommending that City Council approve an appropriation of $250,000 from the Park Land Fund Balance to the Monroe Park Improvements account in order to fund the installation of the perimeter walkway, picnic shelter, soccer goals, backstop, benches, tables, trash cans and trees that are also components of the park project. The budget for the project

STAFF RECOMMENDATION 1: It is recommended that City Council approve an appropriation of $250,000 from the Neighborhood Park Land Fund Balance (052-0000-253.20-00) to Project No. PR0255, Monroe Park Improvements (052-9543-452.61-01), to pay for the contract plus

the additional improvements as listed above.

RECOMMENDATION NO.2: It is recommended that RFP #1112-53 in the amount of $151,500 be awarded to ACS Playground Adventures, Inc.

RECOMMENDATION NO.3: It is further recommended upon approval of RFP #1112-53 that the following contracts and bonds be approved:

Contract No. K-1112-132
Maintenance Bond No. MB-1112-65
Performance Bond No. B-1112-61
Statutory Bond No. B-1112-62

RECOMMENDATION NO.4: It is further recommended that upon approval of RFP No. 1112-53 that ACS Playground Adventures, Inc., be authorized and appointed as project agent for the Monroe Park Playground Equipment Project by Resolution No.R-1112-148.

SUMMARY OF RFP NUMBER 1112-53

MONROE PARK
PARK PLAYGROUND EQUIPMENT PROJECT

		Base Bid Amt.	# of Play Features
ACS Playground Adventures, Inc.			
Clint Pitzer			
8501 Mantle Ave.			
OKC, OK 73132			
Option #	**1**	**$90,000**	**26**
	2	$90,000	23
Rex Playground Equipment			
John Walters			
PO Box 75141			
Oklahoma City OK 73147			
Option #	1	$87,000	15
	2	$90,000	19
	3	$90,000	21
Cunningham Associates, Inc.			
Nick Whisenhunt		$89,934.18	23
12009 Moon Beam Dr.			
OKC, OK 73126			
Power Play LT Farmington, Inc		$86,520	20
Guy Woodland			
808 Stonehenge Drive			
Edmond, OK 73035			
Noah's Park & Playgrounds		$90,000	18
Shan Shepherd			
P.O. 7987			
Edmond, OK 73083			
Miracle Recreation, Inc			
Wes Walker			
PO Box 2855			
Broken Arrow, OK 74013			
Option #	1	OVER BUDGET	N/A
	2	OVER BUDGET	N/A
	3	OVER BUDGET	N/A
	4	$89,792	21

Child's Play, Inc Kathy Robertson 10661 Shady Trail Dallas, TX 75220	$64,434	13
Williams Recreation Design Dan Holland PO Box 81 Pierce City, MO 65723	Incomplete Bid	N/A
Hunter-Knepshield Lauren Suarez PO Box 260677 Plano, TX 75026-0677	NO BID	N/A

***RFP proposal which met the specified budget, followed the specifications of the RFP, and gave maximum play value**

Contract # K-1112-132

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between ACS Playground Adventures, Inc. 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 said bidding documents, and has caused Solicitation for Bids 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:

MONROE PARK PLAYGROUND EQUIPMENT

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 Solicitation for Bids, has submitted to the City of Norman 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 One Hundred Fifty One Thousand and Five Hundred DOLLARS ($151,500);

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, workmanlike 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:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, 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: (If none, so state.)

2. The City shall make payments 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 the 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 as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the City, 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.

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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 75 calendar days.

The Notice to Bidders published in the Norman Transcript April 20th and 27th, 2012, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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 obligation 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.

4. The sworn, statement below must be signed and notarized before this Contract will become effective.

Contract # K-1112-146

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____, 20_____.

CORPORATE SEAL

ACS Playground Adventures, Inc.
Company Name

ATTEST: _____
Corporate Secretary

BY _____
President

STATE OF Oklahoma)
COUNTY OF Oklahoma)

Clint Pitzer, 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.

_____
President

Subscribed and sworn to before me this 29 day of May, 2012.

_____
Notary Public

JENNIFER MOONEY NOTARY # 11004851 EXP. 05/26/15 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5/26/15
Commission Number: 11004851

CITY OF NORMAN

Approved as to form and legality this 1st day of June, 2012.

_____
City Attorney

Approved by the City Council this _____ day of _____, 20_____.

ATTEST:

_____
Mayor

_____
City Clerk

Bond No. GR22027

Bond # B-1112-61

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ACS Playground Adventures, Inc., as Principal, and Granite Re, Inc., 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 city of the first class, of the State of Oklahoma, in the full and just sum of One Hundred Fifty One Thousand and Five Hundred DOLLARS ($151,500), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this _____ day of _____, 20____.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

MONROE PARK PLAYGROUND EQUIPMENT

and has entered into a certain written contract with THE CITY OF NORMAN dated _____20_____, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman 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 to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto 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 to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-1112-61

ACS Playground Adventures, Inc.
Company Name

ATTEST:

Corporate Secretary

BY Clint Pitzer Principal President

ATTEST:

Corporate Secretary (Surety)

Granite Re, Inc.
Surety Name

BY Dillon Rosenhamer Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of May, 2012 personally appeared Clint Pitzer to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

JENNIFER MOONEY NOTARY #11004851 EXP. 05/26/15 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5-26-15
Commission Number: 11004851

Approved as to form and legality this 31st day of June, 2012

City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 20___.

Mayor

ATTEST:

City Clerk

Bond No. GR22027

Bond # B-1112-62

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ACS Playground Adventures, Inc., as Principal, and Granite Re, Inc, 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 penal sum of One Hundred Fifty One Thousand and Five Hundred DOLLARS ($151,500), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

The conditions of this obligation are such, that whereas, the above Bonded Principal _____ is the lowest and best bidder for the making of the following City work and improvement, viz.:

MONROE PARK PLAYGROUND EQUIPMENT

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

ACS Playground

NOW, THEREFORE, if the said Adventures, Inc Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond No. GR22027

Bond # B-1112-62

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ACS Playground Adventures, Inc., as Principal, and Granite Re, Inc, 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 penal sum of One Hundred Fifty One Thousand and Five Hundred DOLLARS ($151,500), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, the above Bonded Principal _____ is the lowest and best bidder for the making of the following City work and improvement, viz.:

MONROE PARK PLAYGROUND EQUIPMENT

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said _____ Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-1112-62

ATTEST:

Corporate Secretary

ACS Playground Adventures, Inc.
Company Name

BY Clint Pitzer
Clint Pitzer Principal President

ATTEST:

Corporate Secretary (Surety)

Granite Re, Inc.
Surety Name

BY
Dillon Rosenhamer Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 31 day of May, 2012 personally appeared Clint Pitzer to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

JENNIFER MOONEY NOTARY # 11004851 EXP. 05/26/15 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5-24-15
Commission Number: 11004851

Approved as to form and legality this 31st day of ~~May~~ June, 2012.

City Attorney

Approved by the Council of the City of Norman, this _____, day of _____ 20___.

ATTEST:

Mayor

City Clerk

Bond No. GR22027

Bond # MB-1112-65

MAINTENANCE BOND

WHEREAS, THE UNDERSIGNED ACS Playground Adventures, Inc., hereinafter referred to as the Principal, has entered into a certain contract dated _____,20____, for the construction of:

MONROE PARK PLAYGROUND EQUIPMENT

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Granite Re, Inc. _____, as a corporation organized under the laws of the State of Oklahoma ___, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of One Hundred Fifty One Thousand and Five Hundred DOLLARS ($151,500), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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, for the cost and expense for making such repairs, or otherwise maintaining the said construction.

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 obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has

Bond # MB-1112-65

caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this _____ day of _____, 20____.

ATTEST: _____
Corporate Secretary

ACS Playground Adventures, Inc.
Company Name

Mailing Address of Principal:

BY _____
Clint Pitzer, President/Principal

8501 Mantle Ave.

Oklahoma City, OK 73132

Granite Re, Inc.
Surety Name

BY: _____
Dillon Rosenhamer, Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 31 day of May, 2012, personally appeared Clint Pitzer to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

_____
Notary Public

JENNIFER MOONEY NOTARY PUBLIC # 11004851 EXP. 05/26/15 STATE OF OKLAHOMA

My Commission Expires: 5-26-15
Commission Number: 11004851

Approved as to form and legality this 31st day of May, 2012.

_____
City Attorney

Approved by the Council of the City of Norman, this ___ day of _____, 20___.

_____
Mayor

ATTEST: _____
City Clerk

Resolution

R-1112-148

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING ACS PLAYGROUND ADVENTURES, INC., AS PROJECT AGENT FOR THE MONROE PARK PLAYGROUND EQUIPMENT 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 ACS Playground Adventures, Inc., for the Monroe Park Playground Equipment Project; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on ACS Playground Adventures, 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, ACS Playground Adventures, Inc., to purchase materials which are in fact used for the Monroe Park Playground Equipment Project; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that ACS Playground Adventures, 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 12th day of June, 2012, did appoint ACS Playground Adventures, Inc., who is involved with the Monroe Park Playground Equipment 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 Monroe Park Playground Equipment Project.

PASSED AND ADOPTED THIS 12th day of June, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000202146

STATUS: PRE-AUDIT APPROVAL

REQUISITION BY: TERRY-FOSTER
REASON: MONROE SCHOOL PLAYGROUND - CITY COUNCIL 6-12-2012
DATE: 6/04/12

SHIP TO LOCATION: PARKS AND RECREATION
SUGGESTED VENDOR: 10277 ACS PLAYGROUND ADVENTURE INC
DELIVER BY DATE: 6/04/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MONROE PARK PLAYGROUND EQUIPMENT, RFP#1112-53 CITY COUNCIL AGENDA OF 6-12-12 COMMODITY: PARK, PLAYGROUND, RECREAT SUBCOMMOD: PLAYGROUND EQUIPMENT (NOT	151500.00	EA	1.0000	151500.00	COUNCIL 6-12-12

REQUISITION TOTAL: 151500.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05295434526101	Capital Projects Construction	PR0255 Monroe Park Plygrd Equip	100.00	151500.00
					151500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

CITY COUNCIL SPECIAL SESSION MINUTES

August 16, 2011

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 16th day of August, 2011, 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 Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Quinn, Mayor Rosenthal
ABSENT:	None

Item 1, being:

DISCUSSION REGARDING A PROPOSED LEASE AGREEMENT WITH NORMAN PUBLIC SCHOOLS FOR A PARK SITE LOCATED ON THE MONROE ELEMENTARY SCHOOL PROPERTY.

Mr. Steve Lewis, City Manager, said the City has been working with Norman Public Schools (NPS) on the proposed lease for a park site at Monroe Elementary School. He said in the early 1970's, developers were required by ordinance to provide land for a public park or pay a fee for parkland acquisition. He said on March 1, 2011, voters approved a charter amendment that freed up some of the funds that had been collected prior to 1994 to be used for the acquisition of parkland or to develop neighborhood parks.

Mr. Jud Foster, Director of Parks and Recreation, said City Council adopted the Norman Parks and Recreation Master Plan on November 24, 2009, and part of the plan looked at neighborhood service areas and identified some of the deficient areas, one of which was around Monroe School. He said one of the options discussed during the Master Plan process was working with NPS to address these types of deficiencies and about the possibility of leasing property from NPS to make improvements. He provided a map depicting the neighborhood parks in the urban area. He said the Charter change has released approximately $642,404 in fees and interest collected in lieu of parkland to be used at 21 park sites with $303,212 available in the area around Monroe School and Adkins Crossing Park. He said meetings were held with NPS to discuss a lease agreement and the proposed lease will have a term of 15 years with a option for subsequent 10 year renewal terms with a nominal rent of $1.00. He said the lease is set up this way to allow flexibility to NPS in case there are plans for expansion. The property is currently open space used by the school children during recess containing a baseball backstop and soccer goals. He said the lease also provides that NPS cannot unreasonably withhold extension and may not revoke the lease at will. He said the City will be in charge of the design and construction of improvements using input from the general public and NPS. He said the improvements will be contingent upon Council approval of funding and the City will maintain the improvements after completion. He said NPS would continue to provide mowing and trimming services and Monroe students would have exclusive rights to the park during school hours. He said when school was not in session, the general public would have access to the park. The existing open space will be retained for school activities, i.e., soccer games. He said in the contract, both parties agree to indemnify one another and the agreement can be terminated by either party. He said if this happens, the City has the right to remove the improvements. The existing parking areas at the school are available to the general public during non school/event times. He said the next step would be to send the agreement to the NPS Board for their approval and then to City Council for formal consideration. He said Council would be asked to appropriate funding to support the design and construction of improvements and to select a consultant to help with public input and design work. He said Staff would survey the neighborhood around the school area and get public input at Parks Board and public meetings. He said the principal of Monroe School is excited about the project and about gathering input from the students. He said if the lease agreement and funding are approved, construction could be completed by the Fall of 2011.

Councilmember Kovach said these funds that have been freed up will be used by the students of Monroe School who already live in the neighborhoods. He stressed that students would normally have to cross major streets such as Lindsey Street and State Highway No. Nine to get to the proposed park; however, the property in question already has pathways into the surrounding neighborhoods that would be used for children to walk or ride their bikes alleviating the need to cross busy streets.

Councilmember Spaulding asked how many parks there were in the City of Norman and if they were all safe and in good condition. Mr Foster said there were 62 developed parks and they were all well-maintained. He said one his staff members is certified to inspect playground equipment and makes a regular route to inspect them. Mayor Rosenthal said renovation of existing parks was the number one priority in the Parks Master Plan. Councilmember Spaulding asked if these funds can be used to improve any of the parks in the City and Mr. Foster said the money could only be used in the 21 areas where it had been collected and could be used up to one mile around each designated park. He said these funds were collected to purchase more land around the 21 existing parks and there was no land that could be purchased around any of these areas so the funding would be

used for improvements which vary in size and price from $1,300 to $303,000. Councilmember Spaulding asked what improvements would be made and Mr. Foster said that would not be determined until a consultant had completed the design project which would be based upon public input.

Councilmember Gallagher asked if a consultant would be looking at all 21 park sites and Mr. Foster said a consultant would probably only work on the Monroe Park and it would be a small contract to help with public input and some of the schematic drawings. He said Parks Staff was capable of designing any of the smaller projects. Councilmember Gallagher asked why a consultant was needed to design a park. Mr. Foster said it was possible to do the design without a consultant but the scope of work would only be a few thousand dollars.

Dr. Roger Brown, Assistant Superintendent, Administrative Services, NPS, said the school system already had a great partnership with the City of Norman and it was not uncommon for a City and a school system to work hand-in-hand. He said this was land that the school system feels could be used for the students and the community. He said the attorneys had worked through the issues and come up with a good agreement and he felt the School Board would be in agreement.

Mayor Rosenthal said there are many elementary schools where a chain link fence had been constructed for security reasons on the playground and asked if this had been contemplated for this public park. Mr. Brown said this was not being considered at this time. Councilmember Kovach said there were four access points to the park and signs would be posted with the regulations. Mr. Brown said the signs would post the times that the park could be used by the public as well.

Councilmember Gallagher asked if Mr. Foster was looking at placing a public park at Reagan Elementary School. Mr. Foster said this had not been looked at but he will do so.

Mayor Rosenthal said she is hopeful that management agreements with NPS for the recreation centers will be coming forward in the near future.

Items submitted for the record

1. Memorandum dated August 10, 2011, from Jud Foster, Director of Parks and Recreation, and Leah Messner, Assistant City Attorney, to Honorable Mayor and City Councilmembers
2. Draft Lease Agreement between Norman Public Schools and the City of Norman
3. Proposed Park Site at Monroe School
4. Location map of priority needs of additional neighborhood parks
5. PowerPoint dated August 16, 2011, entitled "Proposed Park Lease, Monroe Elementary School"

Item 2, being:

DISCUSSION REGARDING A PROPOSAL FROM THE PUBLIC ART BOARD REGARDING AN ART PROJECT AT THE ANDREWS SKATE PARK.

Mr. Steve Lewis, City Manager, said the proposed art project at the Andrews Skate Park had been considered by the Board of Parks Commissioners, on July 7, 2011, and the Parks Board voted, by a vote of 7-0, to endorse the project.

Mr. Larry Walker, Chairman of the Public Arts Board, said the Public Arts Board's last big project was the East Main Street Round-A-Bout. He said public art has many other components, one being public involvement and this project for the community will be at the Blake Baldwin Sk8 Park. He said the project is called "CRE8 n SK8" to be done jointly by the Norman Public Arts Board, the Norman Arts Council, and the City of Norman. He said Ms. Rhonda Baldwin who was instrumental in the establishment of the Blake Baldwin SK8 Park has been contacted and is excited about the project. He said the objective is to enhance the visual impact of the Blake Baldwin SK8 Park with contemporary street art often referred to as graffiti-style art on the skate ramps and outer walls. He said community mural projects have been shown to help reduce unwanted graffiti and provide an artistic outlet for local artists and youth because this type of project gives ownership to the volunteers doing the work. He said local professional artists will team up with community volunteers to paint the murals and the painting will involve people of all ages and skill levels. The park will be closed on Saturday, September 24, 2011, at approximately 7:00 p.m. with proper fencing and signage. The event will take place Sunday, September 25, 2011. He said sign in for artists and volunteers will take place from 9:30-10:30 a.m. and the painting and stenciling will take place from 10:30 a.m. to 7:00 p.m. He said there will be a Disc Jockey playing music during the event, local restaurants will be donating lunch for the participants, and water would be available for volunteers. The park would reopen at 7:00 p.m. Sunday evening. The primary artists will submit their artwork to the project coordinator and the Public Arts Board for approval. He said the overall theme would be based on skating and biking and all work would be scrutinized by Andy Jacobs, Project Coordinator, to insure compliance with the requirements that nothing may be

City of Norman, OK

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

Master

File Number: BID-1112-54

File ID:	BID-1112-54	**Type:**	Bid	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 15	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$258,794.00	**File Created:**	05/25/2012
File Name:	Bid No. 1112-54 CNG Side Loading Refuse Truck			**Final Action:**	

Title: CONSIDERATION AND AWARDING OF BID NO. 1112-54 FOR THE PURCHASE OF ONE (1) NEW AND UNUSED COMPRESSED NATURAL GAS 64,000 GVWR TRUCK CHASSIS WITH AN AUTOMATED SIDE LOADER REFUSE BODY FOR THE SANITATION DIVISION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $296,794 less trade-in allowance of $38,000 for a total bid amount of $258,794 to J and R Equipment as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 15

Attachments: Text File Bid 1112-54, Bid No. 1112-54 Bid Tabulation

Project Manager: Mike White

Entered by: sharon.hamilton@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 BID-1112-54

Body

BACKGROUND: On May 24, 2012, bids were opened on Bid #1112-54 for the purchase of one (1) new and unused compressed natural gas (CNG) 64,000 gross vehicle weight rating (GVWR) truck chassis with an automated side loader refuse body for the Sanitation Division of the Department of Utilities. Funds are allocated for this equipment in the FYE 2012 Budget.

This will replace Unit #0267, a 2005 Peterbilt Model 320 in the Sanitation Residential Division of the Department of Utilities. The existing refuse truck has been in service for seven years, has exceeded its life expectancy, and no longer provides reliable service to the City of Norman. The average life of a Norman side loader refuse truck is 9-10 years. This unit has performed below average due to high maintenance costs, largely related to the transmission. This unit averages 5,075 gallons of fuel per year. By switching from the diesel model to the CNG model, the City of Norman can expect an annual average fuel savings of $12,688.

DISCUSSION: Bids were sent to eight (8) vendors with three (3) vendors responding: J and R Equipment of Oklahoma City, Oklahoma, Rush Truck Center of Oklahoma City, Oklahoma, and BTE Equipment of Tulsa, Oklahoma.

On Friday, May 25, 2012, Fleet and Sanitation staff reviewed the bids collaboratively and found the lowest qualified bidder to be J and R Equipment.

The lowest qualified bidder, J and R Equipment has bid a Mack LEU 633 truck chassis with a Labrie side loading right hand automizer.

J and R Equipment not only is the lowest qualified bidder, but has proposed the best warranty of five years on most major components compared to the other bidders who offered a one year warranty. J and R Equipment has a record of providing excellent warranty service. This proposed CNG vehicle meets or exceeds all City of Norman specifications for a side-loading refuse truck and complies with the City's Alternative Fuel Program adopted in February 2009.

The winning bidder is given an estimated 230 days to build and deliver the truck after the purchase order is issued due to the high demand for CNG refuse trucks.

RECOMMENDATION: Staff recommends that Bid #1112-54 be awarded as follows:

AWARDED TO: J and R Equipment
BASE PRICE: $296,794
LESS TRADE IN ALLOWANCE: <$38,000>
TOTAL AFTER TRADE IN: $258,794

The budget for this item is $305,560 and funding is available in Account No. 033-5561-432.50-04, Sanitation Trucks.

Memo to Mayor and City Council
Agenda Item – Side Loading CNG Refuse Truck
June 12, 2012

CITY OF NORMAN

BID TABULATION
BID #1112-54

One (1) CNG Side Loading Refuse Truck

Vendor	Meets Specifications	Base Bid	Trade In Value	Final Cost to City
J and R Equipment, LLC, Oklahoma City (Option Mack Chassis)	Yes	$296,794.00	($38,000)	**$258,794.00**
Rush Truck Center, Oklahoma City	Yes	$274,461.00	($15,000)	**$259,461.00**
J and R Equipment, LLC, Oklahoma City (Option Peterbilt Chassis)	Yes	$304,778.00	($38,000)	**$266,778.00**
BTE Equipment, Tulsa	Yes	$283,935.00	($5,000)	**$278,935.00**

City of Norman, OK

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

Master

File Number: BID-1112-55

File ID:	BID-1112-55	**Type:**	Bid	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 16	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$238,746.00	**File Created:**	05/25/2012
File Name:	Bid No. 1112-55 CNG Rear Loading Refuse Truck			**Final Action:**	

Title: CONSIDERATION AND AWARDING OF BID NO. 1112-55 FOR THE PURCHASE OF ONE (1) NEW AND UNUSED COMPRESSED NATURAL GAS REAR LOADER WITH A 25 CUBIC YARD REAR-LOADER REFUSE BODY FOR THE SANITATION DIVISION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $250,746 less trade-in allowance of $12,000 for a total bid amount of $238,746 to J and R Equipment as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 16

Attachments: Text File Bid 1112-55, Bid No. 1112-55 Bid Tabulation

Project Manager: Mike White

Entered by: sharon.hamilton@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 BID-1112-55

Body

BACKGROUND: On May 24, 2012, bids were opened on Bid #1112-55 for the purchase of one (1) new and unused compressed natural gas (CNG) rear loader with a 25 cubic yard rear-loader refuse body for the Sanitation Division of the Department of Utilities. Funds are allocated for this equipment in the FYE 2012 Budget.

This will replace Unit #0256, a 1999 IHC Model 4900 in the Sanitation Residential Division of the Department of Utilities. The existing refuse truck has been in service for thirteen years, has exceeded its life expectancy and no longer provides reliable service to the City of Norman. This unit averages 3,000 gallons of fuel per year. By switching from the diesel model to the CNG model, the City of Norman can expect an annual average fuel savings of $7,500.

DISCUSSION: Bids were sent to eight (8) vendors and two (2) vendors responded: J and R Equipment of Oklahoma City, Oklahoma, and Rush Truck Center of Oklahoma City, Oklahoma.

On Friday, May 25, 2012, Fleet and Sanitation staff reviewed the bids collaboratively and found the lowest qualified bidder to be J and R Equipment.

The lowest qualified bidder, J and R Equipment has bid an International 7400 truck chassis with a Leech 2R2 body.

J and R Equipment not only is the lowest qualified bidder, but has proposed the best warranty of five years on most major components compared to the other bidders who offered a one year warranty. The City of Norman has purchased several trucks from J and R Equipment and has a record of providing excellent warranty service. This proposed CNG vehicle meets or exceeds all City of Norman specifications for a rear-loading refuse truck and complies with the City's Alternative Fuel Program adopted in February 2009.

The winning bidder is given an estimated 330 days to build and deliver the truck after the purchase order is issued due to the high demand for CNG refuse trucks.

RECOMMENDATION: Staff recommends that Bid #1112-55 be awarded as follows:

AWARDED TO: J and R Equipment
BASE PRICE: $250,746
LESS TRADE IN ALLOWANCE: <$12,000>
TOTAL AFTER TRADE IN: $238,746

The budget for this item is $263,000 and funding is available in Account No. 033-5568-432.50-04, Sanitation Trucks.

Memo to Mayor and City Council
Agenda Item – Rear Loading CNG Refuse Truck
June 12, 2012,

CITY OF NORMAN

BID TABULATION
BID #1112-55

One (1) CNG Rear Loading Refuse Truck

Vendor	Meets Specifications	Base Bid	Trade In Value	Final Cost to City
J and R Equipment, LLC, Oklahoma City (Option International Chassis)	Yes	$250,746.00	($12,000)	**$238,746.00**
J and R Equipment, LLC, Oklahoma City (Option Peterbilt Chassis)	Yes	$265,386.00	($12,000)	**$253,386.00**
Rush Truck Center, Oklahoma City	Yes	$266,348.00	($5,000)	**$261,348.00**

City of Norman, OK

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

Master

File Number: BID-1112-56

File ID:	BID-1112-56	**Type:**	Bid	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 17	**In Control:**	City Council
Department:	Public Works Department	**Cost:**	$258,699.00	**File Created:**	05/25/2012
File Name:	Bid No. 1112-56			**Final Action:**	

Title: CONSIDERATION AND AWARDING OF BID NO. 1112-56 FOR THE PURCHASE OF ONE (1) NEW AND UNUSED COMPRESSED NATURAL GAS 64,000 GVWR TRUCK CHASSIS WITH ONE (1) 32-35 CUBIC YARD FRONT LOADING REFUSE BODY FOR THE SANITATION DIVISION.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $282,699 less trade-in allowance of $24,000 for a total bid price of $258,699 to J and R Equipment as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 17

Attachments: Text File Bid 1112-56, Bid No. 1112-56 Bid Tabulation

Project Manager: Mike White, Fleet Superintendent

Entered by: sharon.hamilton@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 BID-1112-56

Body

BACKGROUND: On May 24, 2012, bids were opened on Bid #1112-56 for the purchase of one (1) new and unused compressed natural gas (CNG) 64,000 gross vehicle weight rating (GVWR) truck chassis with one (1) 32-35 cubic yard front loading refuse body for the Sanitation Division of the Department of Utilities. Funds are allocated for this equipment in the FYE 2012 Budget.

This will replace unit #0236, a 2002 diesel powered Peterbilt Model 320 refuse truck in the Sanitation Commercial Division of the Department of Utilities. The existing refuse truck has been in service for ten years, has exceeded its life expectancy and no longer provides reliable service to the City of Norman. This unit averages 5,400 gallons of fuel per year. By switching from the diesel model to the CNG model, the City of Norman can expect an annual average fuel savings of $13,500.

DISCUSSION: Bids were sent to eight (8) vendors of whom three (3) responded: J and R Equipment of Oklahoma City, Oklahoma; Rush Truck Center of Oklahoma City, Oklahoma; and BTE Equipment of Tulsa, Oklahoma.

On Friday, May 25, 2012, Fleet and Sanitation staff reviewed the bids collaboratively and found the lowest qualified bidder to be J and R Equipment.

The lowest qualified bidder, J and R Equipment has bid a Mack Model LEU 633 truck chassis with a Labrie Whittke front loading refuse body.

J and R Equipment not only is the lowest qualified bidder, but has proposed the best warranty of five years on most major components compared to the other bidders who offered one year of warranty. J and R Equipment has a record with the City of providing excellent warranty service. This proposed CNG vehicle meets or exceeds all City of Norman specifications for a front-loading refuse truck and complies with the City's Alternative Fuel Program adopted in February 2009.

The winning bidder is given an estimated 230 days to build and deliver the truck after the purchase order is issued due to the high demand for CNG refuse trucks.

RECOMMENDATION: Staff recommends that Bid #1112-56 be awarded as follows:

AWARDED TO: J and R Equipment
BASE PRICE: $282,699
LESS TRADE IN ALLOWANCE: <$24,000>
TOTAL AFTER TRADE IN: $258,699

The amount budgeted for the equipment is $293,000 and is available in Sanitation Trucks (033-5568-432.50-04).

Memo to Mayor and City Council
Agenda Item – Front Loading CNG Refuse Truck
June 12, 2012,

CITY OF NORMAN

BID TABULATION
BID #1112-56

One (1) CNG Front Loading Refuse Truck

Vendor	Meets Specifications	Base Bid	Trade In Value	Final Cost to City
J and R Equipment, LLC, Oklahoma City (Option Mack Chassis)	Yes	$282,699.00	($24,000)	**$258,699.00**
J and R Equipment, LLC, Oklahoma City (Option Peterbilt Chassis)	Yes	$291,807.00	($24,000)	**$267,807.00**
Rush Truck Center, Oklahoma City	Yes	$272,003.00	($7,500)	**$267,503.00**
BTE Equipment, Tulsa	Yes	$264,163.00	($5,000)	**$259,161.00**

City of Norman, OK

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

Master

File Number: COS-1112-7

File ID:	COS-1112-7	**Type:**	Certificate of Survey	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 18	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	04/17/2012
File Name:	Tritten Acres COS			**Final Action:**	

Title: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1112-7 FOR TRITTEN ACRES AND ACCEPTANCE OF EASEMENT NO. E-1112-51. (GENERALLY LOCATED AT THE NORTHWEST CORNER OF TECUMSEH ROAD AND 96TH AVENUE N.E.)

ACTION NEEDED: Motion to approve or reject Norman Rural Certificate of Survey No. COS-1112-7 for Tritten Acres; and, if approved, accept Easement No. E-1112-51 and direct the filing of the certificate of survey and easement with the Cleveland County Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 18

Attachments: Text File COS Tritten, Tritten Acres Location Map, Tritten Acres COS, Tritten Acres Staff Report, GBC 12-09_Tritten Acres CoS_Comments to PC, GBC App Tritten Acres, 5-10-12 PC Minutes - Tritten Acres

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	05/10/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council			
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council					
1	Planning Commission	05/10/2012					

Text of Legislative File COS-1112-7

Body

BACKGROUND: This item is Norman Rural Certificate of Survey No. COS-1112-7, Tritten Acres, located at the northwest corner of the intersection of Tecumseh Road and 96th Avenue N.E. Planning Commission, at its meeting of May 10, 2012, approved Certificate of Survey COS-1112-7 for Tritten Acres.

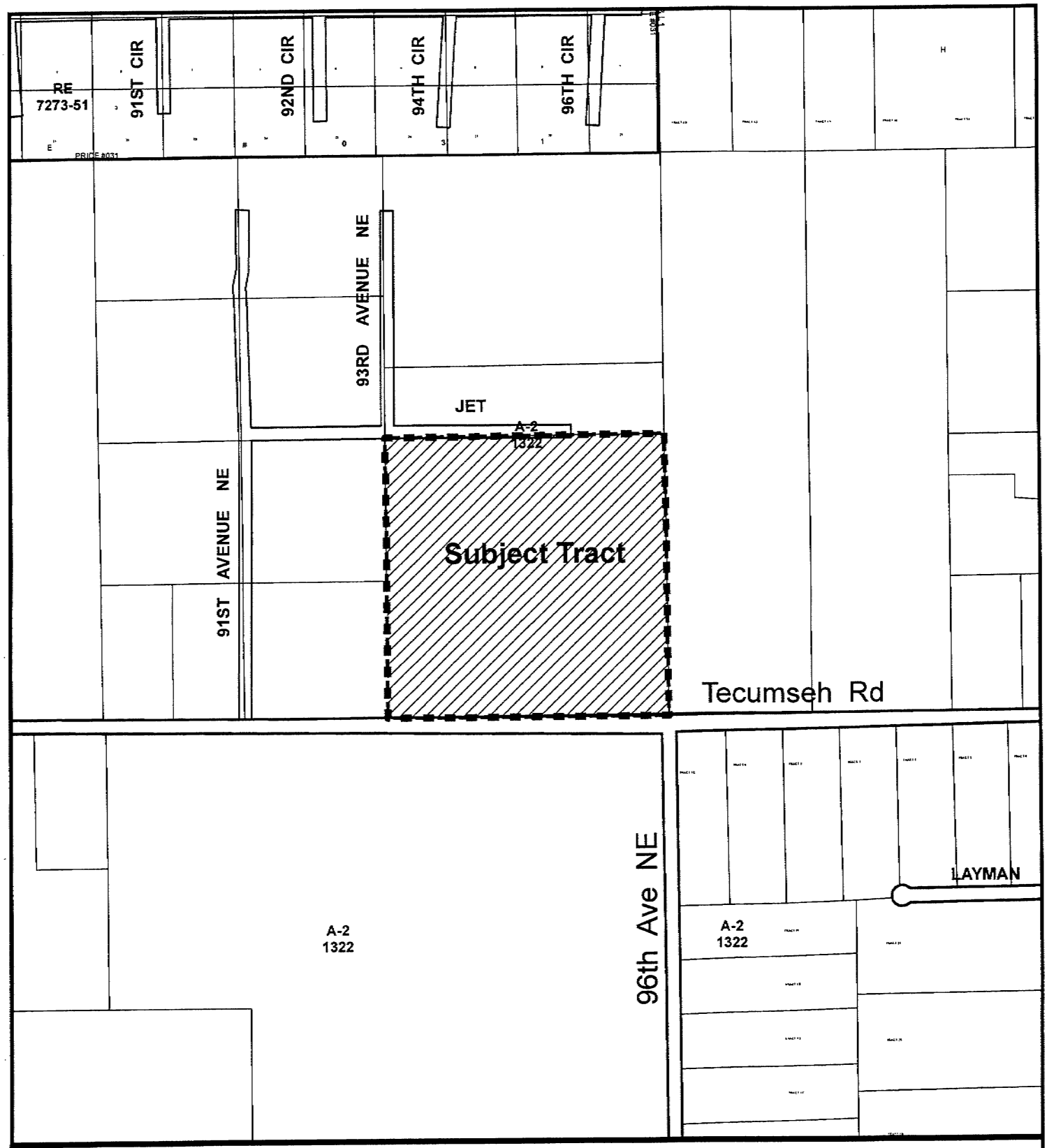
DISCUSSION: Tracts 1 and 2 consist of 20.00 acres each. There are a total of two tracts encompassing 40 acres in this certificate of survey. This certificate of survey, if approved, will allow the construction of one single family home on each tract. There is an existing house on Tract 1.

Private water and sanitary sewer systems will be installed for Tract 2 in accordance with the Oklahoma Department of Environmental Quality standards. There are existing private water and sanitary sewer systems on Tract 1. Fire protection will be provided by the City of Norman pumper/tanker trunks.

Tract 1 will continue gaining access to the property from Jet Lane, a private street. Tract 2 will take access from Tecumseh Road. The City Traffic Division has approved a specific location for the best sight distance and the developer has agreed to that location for the driveway to Tract 2.

Tracts 1 and 2 contain a Water Quality Protection Zone (WQPZ), flood zone and flowage easement. The owners/developers do not intend to disturb the WQPZ. This area will be protected by covenants that have been submitted and reviewed by City legal staff as to form.

RECOMMENDATION: Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-1112-7 including Easement No. E-1112-51 for Tritten Acres.



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.

N
W E
S

May 2, 2012

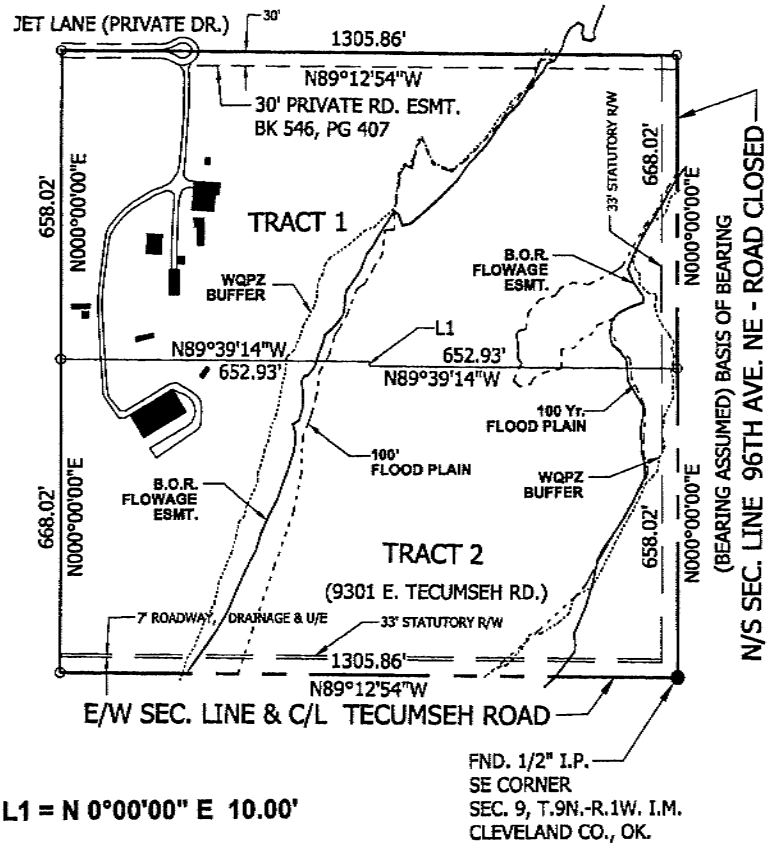
0 300 600 Ft.

Subject Tract

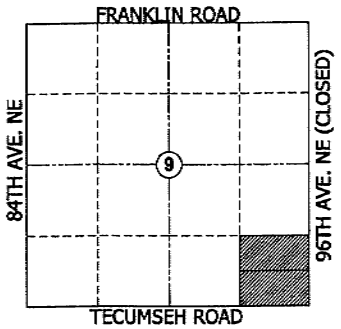
Zoning 18-1

NORMAN RURAL
CERTIFICATE OF SURVEY
TRITTEN ACRES

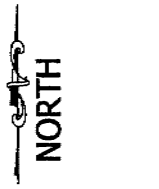
Sec.9, T9N, R1W, I.M.
Cleveland Co., Oklahoma



L1 = N 0°00'00" E 10.00'



LOCATION MAP
(N.T.S.)



0 75' 150' 300'
SCALE: 1"= 300'

LEGEND

———	BUREAU OF RECLAMATION
— —	100 YR FLOOD PLAIN
•••••••	WQPZ LINE
O	SET 3/8" IRON PIN CAPPED, R.SMITH PLS 1398
●	3/8" IRON PIN FOUND
C/L	CENTER LINE
B/L	BUILDING LINE
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
U/E	UTILITY EASEMENT
I.P.	IRON PIN

NOTES:
1. "There shall be no clearing, grading, construction or disturbance of vegetation except as permitted by the Director of Public Works unless such a disturbance is done in accordance with 19-514[E] of the Norman City Code."
2. "Any WQPZ shown hereon is subject to protective covenants that may be found in the land records and that restrict disturbance and use of these areas."

Legal Description: (Tract 1)

PLEASE SEE ATTACHED.

Legal Description: (Tract 2)

PLEASE SEE ATTACHED.

Tritten Property

Certification: CA4557 Exp. Date 6/30/2012

I, Ronald D. Smith a Professional Land Surveyor in the State of Oklahoma, do hereby certify that this Survey Plat was prepared by me, or under my direct responsibility, supervision or checking, and that it is correct to the best of my knowledge, belief and opinion.

Ronald D. Smith PLS 1398

This Plat of Survey meets the Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Engineers and Land Surveyors.

Drawn For: (Point of Contact)
Centerline Services L.L.C.
323 B South Main, P.O. Box 338
Noble, Oklahoma 73068
(405) 872-7594 Fax (405) 872-7872

Drawn By:
ArrowCAD Design Services
(405) 872-5913
drafting@arrowcaddesign.com

Date: 03/30/2012

Revisions: 4/24/12, 5/2/12

Drafter: HDP

Job No. 340-03-12

PAGE 1 OF 1

CERTIFICATE OF SURVEY ITEM NO. 4

STAFF REPORT

ITEM: Consideration of NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-1112-7 for TRITTEN ACRES.

LOCATION: Located at the northwest corner of the intersection of Tecumseh Road and 96th Avenue N.E.

INFORMATION:

1. Owner. Ronald and Bobbie Tritten.

2. Surveyor. Centerline Services, LLC.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1312 annexing this property without zoning the property.

2. December 12, 1961. City Council adopted Ordinance No. 1322 placing this previously annexed, but unzoned property, in A-2 zoning classification.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department with use of a pumper and tanker trucks.

2. Sewage. Individual sanitary sewer septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system on Tract 1.

3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing water well on Tract 1.

4. Roads. An existing private road is serving Tract 1. The future owner of Tract 2 proposes to access Tecumseh Road.

5. WQPZ. The Water Quality Protection Zone is located within this property. The surveyor has submitted the documents to meet the requirements of the area. This area will be protected by covenants that have been submitted. The owner/developer do not intend to disturb the WQPZ.

6. Acreage. Tract 1consists of 20 acres, Tract 2 consists of 20 acres.

7. Covenants. Covenants addressing the WQPZ have been submitted for staff's review.

SUPPLEMENTAL MATERIAL: Copies of a location map and Certificate of Survey No. COS-1112-7, Tritten Acres are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Staff recommends approval of Certificate of Survey No. COS-1112-7 Tritten Acres.

ACTION NEEDED: Recommend approval or disapproval of Certificate of Survey COS-1112-7, Tritten Acres to City Council.

ACTION TAKEN:_____

Greenbelt Commission Meeting – April 16, 2012

GBC 12-09

Applicant: Ronald & Bobbie Tritten
Location: Generally located at the northwest corner of Tecumseh Road and 96th Avenue NE
Proposal: Norman Rural Certificate of Survey Plat for Tritten Acres

Greenbelt Commission Final Comments - GBC 12-09

The Greenbelt Commission approved the application unanimously with no additional comments or references to the Greenbelt Ordinance criteria.

Pre-Development Case No._____ Greenbelt Case No. 1209

Date:_____

NORMAN GREENBELT ENHANCEMENT STATEMENT

The Norman City Council established the Norman Greenbelt Commission and charged the group with reviewing proposed developments in order to increase the preservation of beneficial green spaces and to identify trail system opportunities in new developments where appropriate. This Greenbelt Enhancement Statement was developed to aid the Commission in assessing new developments to insure that green space and trail opportunities are included, whenever possible.

As part of your application and submittal for a Pre-Development Meeting, the City of Norman ordinances require that you complete this Greenbelt Enhancement Statement to address the Greenbelt Commission's review and leave it with City of Norman staff at the same time you submit the required information for a Pre-Development Meeting.

Attached are copies of the three (3) applicable sections of the adopted Greenbelt Ordinance, Sections 4-2023A, 4-2026 and 4-2028, these guidelines will be your reference while completing this Enhancement Statement, please see pages 4-8.

At the time you submit your application for a Pre-Development Meeting, you will be provided with the date of the Pre-Development Meeting and the date of the next Greenbelt Commission Meeting. You are urged to attend the Greenbelt Commission Meeting where you will be given an opportunity to present information, discuss your proposed development, and to answer questions the Greenbelt Commission might have regarding your submittal. Based upon the review and discussion at the Greenbelt Commission Meeting, the Greenbelt Commission will make comments and recommendations about your proposal. Those comments and recommendations will be recorded and provided to you after the meeting minutes have been prepared. The comments and recommendations will also be forwarded to the Planning Commission and City Council as part of their agenda packets whenever you make an application to them for consideration of your proposed development. Should you have any questions about this process or any of the below questions, please feel free to contact the City of Norman Greenbelt Commission staff at 405-366-5322.

Greenbelt Enhancement Statement for Proposed Developments

Applicant Name: Ronald C. & Bobbie J. Tritten Date: 4-2-12

Contact Person: Bobbie Tritten Telephone/Fax/Email: c) 414 1871 h) 329-2866

Name of Development Tritten Acres Area (Acres) 40

General Location NW Corner 96th Ave. NE + Tecumseh Rd

Type of Development (please check) Residential X Commercial___ Industrial___ Other___

Rev April 18, 2011

1. Briefly explain the kind of development, types of buildings/uses, or character of your proposal.
Residential development with Single family Homes for Parcel

2. Does your proposed development or project incorporate open space(s)?
Yes X No ___

Please check what type(s) of open space is proposed within your development:

Park:	___ Yes ___ No	___ Public ___ Private
Open Space:	X Yes ___ No	___ Public X Private
Detention Pond:	___ Yes ___ No	___ Public ___ Private
Parking Lot Landscape:	___ Yes ___ No	___ Public ___ Private
Floodplain/Creek:	X Yes ___ No	___ Public X Private
Other ___		

If the above noted areas are accessible via some other arrangement please explain.

3. Does the open space for this development include some kind of trail or path that meets the definitions contained in 4-2023A of the attached guidelines? (Indicate all that are applicable.)

Public Sidewalks (4-5' wide)	___ Yes	X No
Natural Trails (compacted earth 8-10' wide)	___ Yes	X No
Parkway Trails (durable surface 6-8' wide)	___ Yes	X No
Neighborhood Trails (durable or paved, 6-10' wide)	___ Yes	X No
Community Wide Trails (paved, 10-12' wide)	___ Yes	X No
Specialized Trails (equestrian, water, etc)	___ Yes	X No
Other ___		

4. Identify schools, recreational areas (parks, playgrounds), commercial sites, or other public open spaces within ½ mile of your proposed development. (If there are no such areas within the ½ mile radius please state such and skip question 5.)

None

5. Projects in close proximity to schools, recreational areas (parks, playgrounds), commercial sites, and residential neighborhoods should, ideally, allow connection points promoting non-motorized transportation between key areas. Please describe how the proposed development plan accommodates those using alternative transportation, such as walkers and bicyclists? Examples include sidewalks connecting key areas, designated bike paths, and bike parking. (If there is no such connectivity please state such.)

N/A.

6. Please check, from the following (or make a list), the geographical and/or environmental factors in your development that might offer opportunities for greenbelts and trails, per the attached guidelines.

Storm water channels _____
Detention ponds _____
Floodplains X
Stream bank/Riparian corridors X
Utility Easements_____
Abandoned/Active RR corridors_____
Other WQPZ present

How will your development incorporate those elements noted into greenbelts and trails?

7. If, after reviewing the above questions, you feel like your proposed development or project has no opportunities to add to nor detract from the City of Norman Greenbelt System, please explain briefly below. (Any comments you feel will help the Commission understand your intent to develop the area.)

Signature of Applicant or Contact Person: _____

GREENBELT COMMISSION COMMENTS AND SUGGESTIONS ABOUT PROPOSED DEVELOPMENT AS SUBMITTED FOR PLANNING COMMISSION AND CITY COUNCIL CONSIDERATION (MAY ATTACH AS SEPARATE SHEET):

VOTE BY COMMISSION: _____

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 10, 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 10th day of May 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions 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 Cynthia Gordon Tom Knotts Curtis McCarty Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Diana Hartley

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 David Riesland, Traffic Engineer 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 APRIL 12, 2012 REGULAR SESSION MINUTES

Item No. 4, being:
COS-1112-7 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY RONALD AND BOBBIE TRITTEN (CENTERLINE SERVICES, L.L.C.) FOR TRITTEN ACRES, GENERALLY LOCATED AT THE NORTHWEST CORNER OF TECUMSEH ROAD AND 96TH AVENUE N.E.

Item No. 5, being:
CPC-1112-2 – CONSIDERATION OF A CERTIFICATE OF PLAT CORRECTION FOR THE FINAL PLAT FOR COBBLESTONE CREEK GOLF CLUB, GENERALLY LOCATED EAST OF 12TH AVENUE S.E. AT COBBLESTONE CREEK DRIVE.

Item No. 6, being:
PP-1112-12 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ INVESTMENT GROUP, INC. (SMC CONSULTING ENGINEERS, P.C.) FOR INDEPENDENCE VALLEY ADDITION, GENERALLY LOCATED SOUTH OF CEDAR LANE ROAD AND APPROXIMATELY ONE-HALF MILE WEST OF 12TH AVENUE S.E.

Item No. 7, being:
PP-1112-13 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY EAGLE CLIFF LIMITED PARTNERSHIP (SMC CONSULTING ENGINEERS, P.C.) FOR EAGLE CLIFF SOUTH ADDITION, GENERALLY LOCATED ON THE WEST SIDE OF 12TH AVENUE S.E. APPROXIMATELY ONE-HALF MILE SOUTH OF CEDAR LANE ROAD.

*

Chairman Sherrer asked if anyone in the audience wished to remove any item from the Consent Docket. He announced that staff has requested Item 5 be removed from the Consent Docket.

Jim Gasaway moved to place approval of Item Nos. 3, 4, 6 and 7 on the Consent Docket and approve by one unanimous vote. Chris Lewis seconded the motion.

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

YEAS	Dave Boeck, Jim Gasaway, Cynthia Gordon, Tom Knotts, Curtis McCarty, Roberta Pailes, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Diana Hartley

Ms. Tromble announced that the motion, to place approval of Item Nos. 3, 4, 6 and 7 on the Consent Docket and approve by one unanimous vote, passed by a vote of 8-0.

* * *

Item No. 4, being:
COS-1112-7 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY RONALD AND BOBBIE TRITTEN (CENTERLINE SERVICES, L.L.C.) FOR TRITTEN ACRES, GENERALLY LOCATED AT THE NORTHWEST CORNER OF TECUMSEH ROAD AND 96TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Norman Rural Certificate of Survey
3. Staff Report
4. Greenbelt Enhancement Statement

The Norman Rural Certificate of Survey for TRITTEN ACRES was approved on the Consent Docket by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: FP-1011-15

File ID:	FP-1011-15	**Type:**	Final Plat	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 19	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	11/16/2010
File Name:	Highland Village Section 6 Final Plat			**Final Action:**	

Title: CONSIDERATION OF A FINAL PLAT FOR HIGHLAND VILLAGE ADDITION, SECTION 6, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ONE-HALF MILE NORTH OF ROCK CREEK ROAD AND ONE-QUARTER MILE WEST OF NORTH PORTER AVENUE).

ACTION NEEDED: Motion to approve or reject the final plat for Highland Village Addition, Section 6; and, if approved, accept the public dedications contained within the plat; 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 direct the filing of the final plat.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 19

Attachments: Text File Highland Village, Location Map - Highland Village 6, Final Plat - Highland Village 6, Staff Report - Highland Hills, Prelim Plat - Highland Village 6, 12-9-10 Minutes - Highland Village 6

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	12/09/2010	Recommended for Adoption at a subsequent City Council Meeting	City Clerk Department			Pass
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Clerk Department					
1	Planning Commission	12/09/2010					

Text of Legislative File FP-1011-15

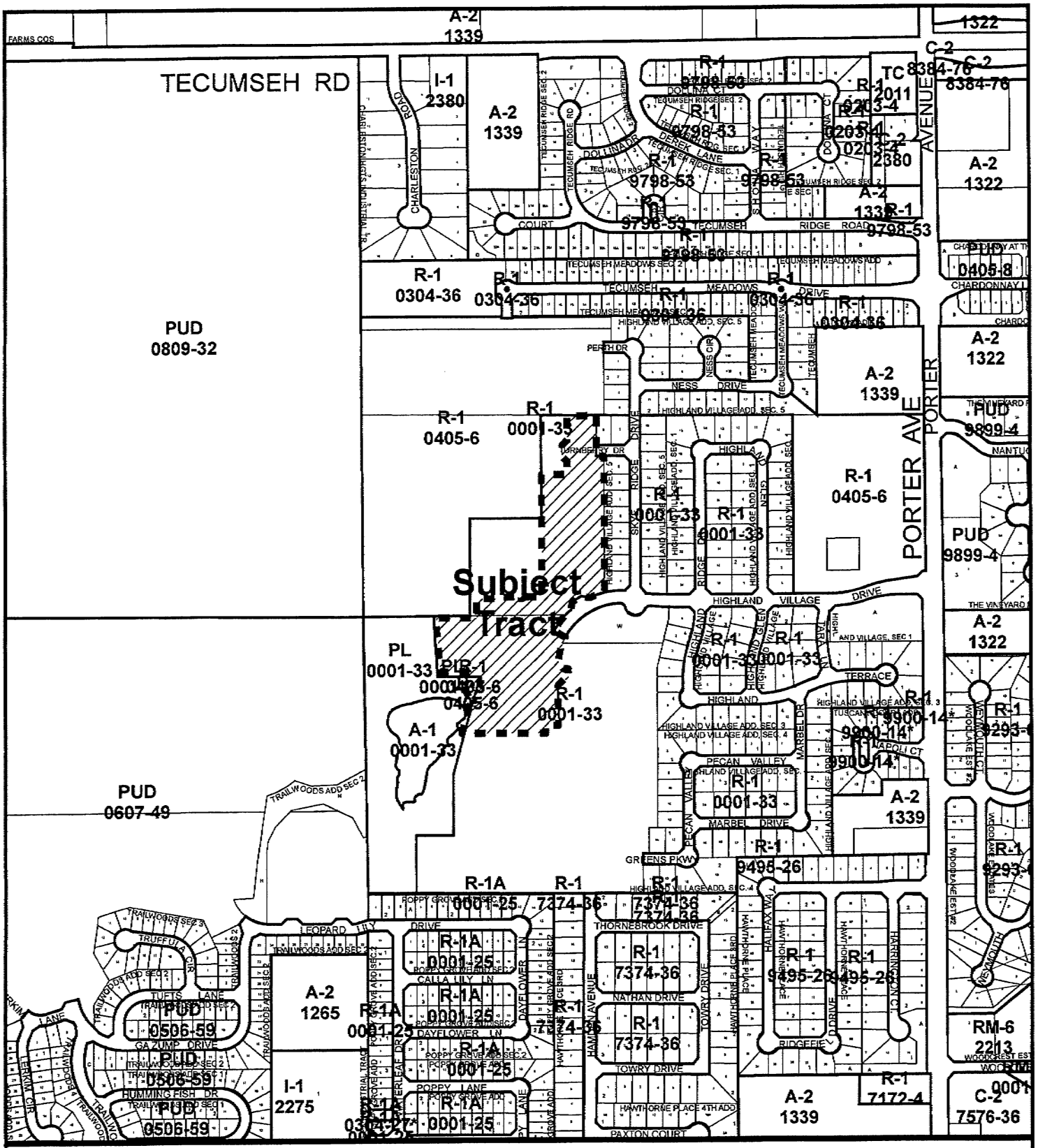
Body

BACKGROUND: This item is a final plat for Highland Village Addition, Section 6, and is generally located one-half mile north of Rock Creek Road and one-quarter mile west of North Porter Avenue. This property consists of 12 acres and 35 single-family residential lots.

City Council, at its meeting of March 13, 2001, adopted Ordinance No. O-0001-33, placing this property in R-1, Single Family Dwelling District, and removing it from A-2, Rural Agricultural District, zoning classification. City Council approved a revised preliminary plat at its meeting of February 23, 2010. Planning Commission, on December 9, 2010 approved the final plat for Highland Village Addition, Section 6.

DISCUSSION: Public improvements consist of water mains with fire hydrants, sanitary sewer, drainage, and street and sidewalk improvements. Public improvements are near completion. Parkland dedication requirements have been fulfilled.

STAFF RECOMMENDATIONS: The final plat is consistent with the preliminary plat. With this final plat accessibility to the City park land has been provided. Based upon the above information, Staff recommends approval of the final plat, acceptance of the public dedications contained therein and that Council authorize the Mayor to sign the final plat and required bonds for Highland Village Addition, Section 6, subject to completion and the City Development Committee's acceptance of the public improvements and bonds.



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.

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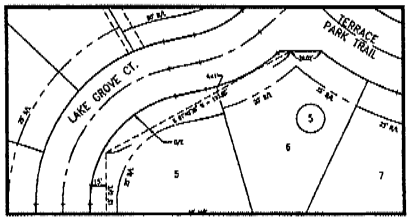
FP-1011-15
Final Plat
HIGHLAND VILLAGE ADDITION SECTION 6
Owner/Developer: Highland Village, LLC
Engineer/Surveyor: SMC Consulting Engineers, PC

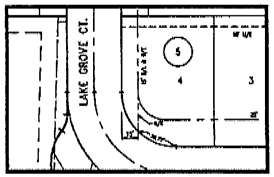
FINAL PLAT

HIGHLAND VILLAGE ADDITION SECTION 6

A PART OF THE E. 1/2, SECTION 18, T9N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



DRAINAGE EASEMENT DETAIL
FOR LOTS 5 & 6 OF BLOCK 5
SCALE: 1" = 50'



DRAINAGE EASEMENT DETAIL
FOR LOT 4 OF BLOCK 5
SCALE: 1" = 50'

CURVE TABLE

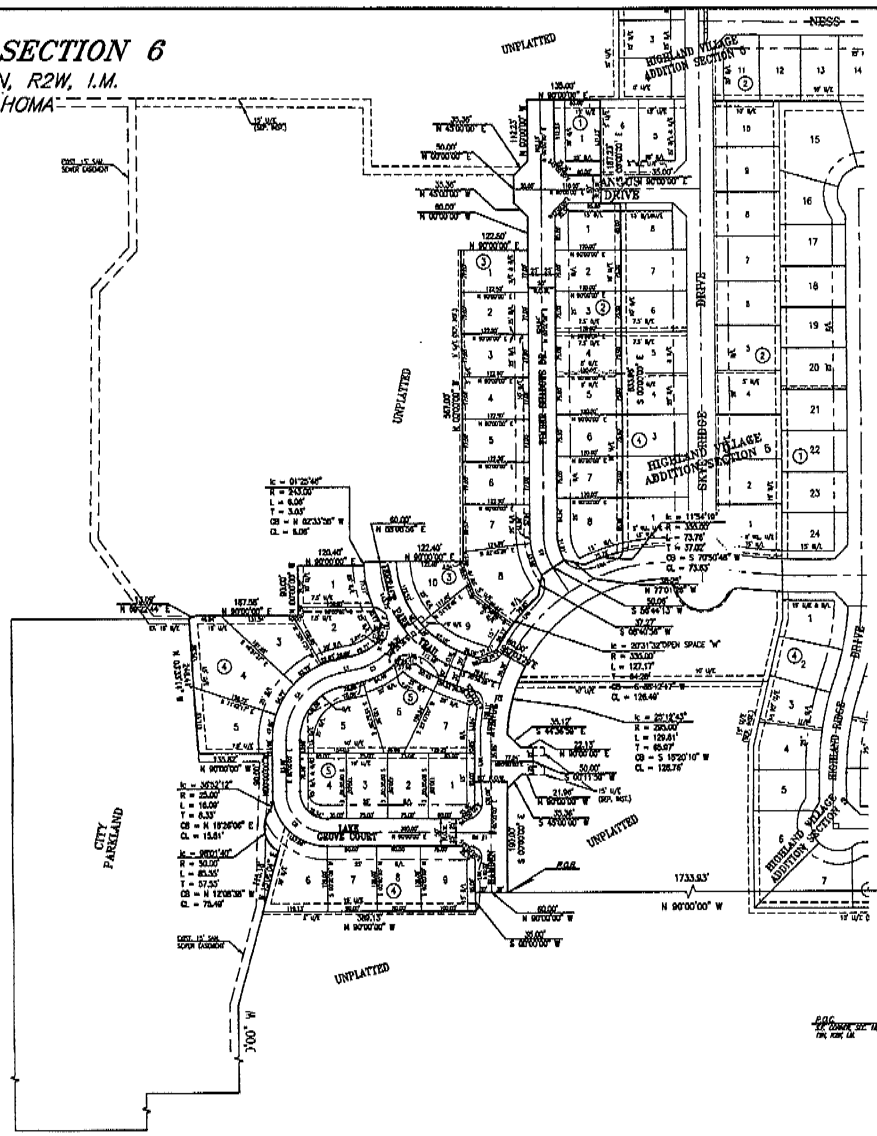
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	CHORD LENGTH
C1	12°09'53"	1250.00'	265.31'	264.80'	S 13°51'34" E	264.80'
C2	34°49'28"	211.70'	154.85'	152.49'	S 36°43'17" E	151.97'
C3	74°19'09"	125.00'	162.13'	151.03'	S 67°53'34" W	151.00'
C4	77°57'08"	125.00'	170.10'	157.28'	S 76°58'16" W	157.37'
C5	90°00'00"	75.00'	117.81'	106.07'	S 45°00'00" E	106.07'
C6	27°49'51"	335.00'	162.69'	161.09'	S 13°55'13" W	161.07'

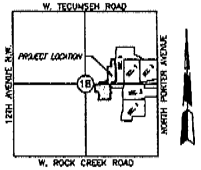
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 71°47'56" W	28.90'

STORM DRAINAGE DETENTION FACILITY

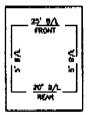
DRAINAGE DETENTION FACILITY IS HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. DETENTION IS WITHIN THE PARKLAND PREVIOUSLY GRANTED TO THE CITY OF NORMAN. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE CITY OF NORMAN.





VICINITY MAP
SCALE: 1" = 2000'

TYPICAL BUILDING SETBACKS



SCALE: 1" = 100'

BASIS OF BEARING FOR THIS FINAL PLAT IS N 00°00'00" W AS SHOWN ON THE EAST LINE OF SEC. 18

LOT COUNT

RESIDENTIAL LOTS - 35

PERMANENT BENCHMARK #1:
BRASS CAP AT INTERSECTION OF HAWDEN AVE. & LAKE GROVE COURT
ELEV. =

ALL COMMON AREAS, OPEN SPACES, ETC. WILL BE MAINTAINED BY A MANDATORY PROPERTY OWNERS ASSOCIATION.

* UNLESS OTHERWISE NOTED, I.P.'s W/ C.A. 3949 CAPS WERE SET AT ALL PROPERTY CORNERS.

D/E = DRAINAGE EASEMENT
LNA = LIMITS OF NO ACCESS
U/E = UTILITY EASEMENT
B/L = BUILDING LINE
-1000- = ADDRESS

NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.

Date: November 15, 2010

SMC Consulting Engineers
815 W. Main Street
Oklahoma City, OK 73106

HIGHLAND VILLAGE ADDITION SECTION 6
SHEET 2 OF 2

19-2

FINAL PLAT ITEM NO. 5

STAFF REPORT

ITEM: Consideration of a Final Plat for HIGHLAND VILLAGE ADDITION, SECTION 6.

LOCATION: Generally located approximately one-half mile north of West Rock Creek Road and one-quarter mile west of North Porter Avenue.

INFORMATION:

1. Owners. Highland Hills, LLC.

2. Developer. Highland Hills, LLC.

3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1312 annexing and placing this property in A-2 zoning classification.

2. February 1, 2001. The Norman Board of Parks Commissioners, on a vote of 8-0, recommended park land dedication for Highland Village Addition.

3. February 8, 2001. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in R-1 and removed from A-2 zoning classification.

4. February 8, 2001. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Highland Village Addition be approved.

5. March 13, 2001. City Council adopted Ordinance No. O-0001-33 placing this property in a PUD, Planned Unit Development and removing it from A-2 zoning classification.

6. March 13, 2001. City Council approved the preliminary plat for Highland Village Addition.

HISTORY, (con't):

7. August 12, 2004. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in the R-1 and removed from the PUD, Planned Unit Development, zoning classification.

8. August 12, 2004. Planning Commission, on a vote of 8-0, recommended that the revised preliminary plat for Highland Village Addition be approved.

9. September 28, 2004. City Council adopted Ordinance No. O-0405-6 placing this property in R-1 and removing it from PUD zoning classification.

10. September 28, 2004. City Council approved the revised preliminary plat for Highland Village Addition.

11. September 28, 2009. The approval of the revised preliminary plat for Highland Village Addition became null and void.

12. November 12, 2009. Planning Commission, on a vote of 9-0, approved the revised preliminary plat for Highland Village Addition.

13. February 23, 2010. City Council approved the revised preliminary plat for Highland Village Addition.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.

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.

5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Storm water runoff from this addition will be conveyed to an existing privately-maintained detention facility.

6. Streets. Streets will be constructed in accordance with approved plans and City paving standards.

7. Water Mains. Water mains will be installed in accordance with City and State Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.

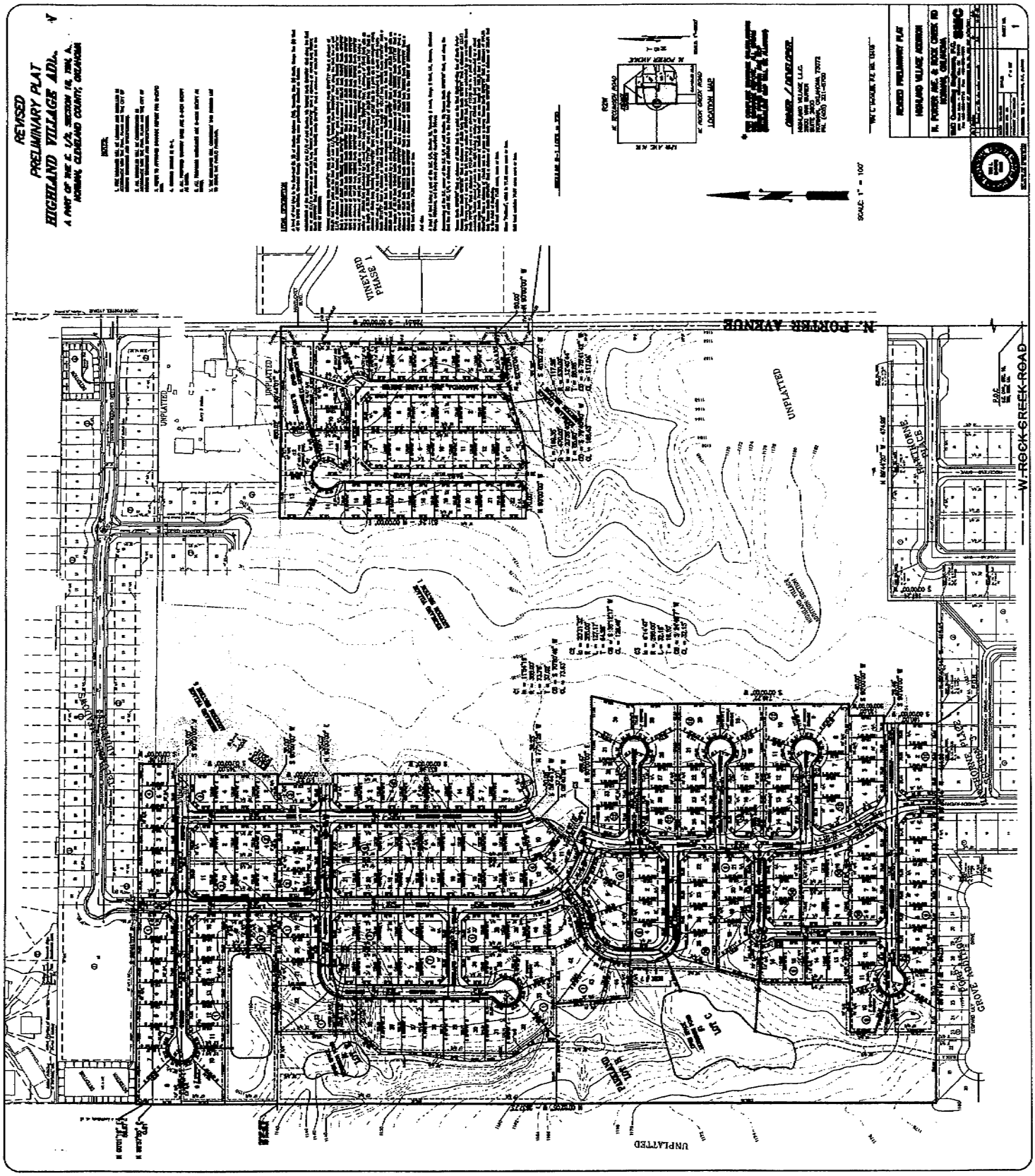
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, revised preliminary plat and final plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The owner proposes to construct approximately 35 single family residential lots. A Property Owner's Association will be amended in order to maintain open spaces and the privately-maintained detention facilities. With this final plat, access to the City park land will be accomplished. Staff recommends approval of the final plat for Highland Village Addition, Section 6.

ACTION NEEDED: Approve or disapprove the Final Plat for Highland Village Addition, Section 6.

ACTION TAKEN:_____


REVISED
PRELIMINARY PLAT
HIGHLAND VILLAGE ADD.
N. PORTER AVENUE
W. ROCK CREEK ROAD
UNPLATTED
VINEYARD PHASE 1
LOCATION MAP
SCALE: 1" = 100'

Item No. 2, being:
CONSENT DOCKET
Chairman Trachtenberg announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. He read the items recommended for inclusion on the Consent Docket, as follows:

Item No. 3, being:
APPROVAL OF THE NOVEMBER 18, 2010 REGULAR SESSION MINUTES

Item No. 4, being:
PP-1011-8 – CONSIDERATION OF A PRELIMINARY PLAT (REAPPROVAL) SUBMITTED BY JOSEPHINE MILLER AND AL LOEFFELHOLZ (SMC CONSULTING ENGINEERS, P.C.) FOR PARK PLACE ADDITION, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 12TH AVENUE N.E. AND ROCK CREEK ROAD.

Item No. 5, being:
FP-1011-15 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY HIGHLAND VILLAGE, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR HIGHLAND VILLAGE ADDITION, SECTION 6, GENERALLY LOCATED ON HIGHLAND VILLAGE DRIVE APPROXIMATELY 1,600 FEET WEST OF PORTER AVENUE.

Item No. 6, being:
FP-1011-16 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY TERRA VERDE DEVELOPMENT, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR TRAILWOODS ADDITION, SECTION 6, GENERALLY LOCATED AT THE NORTHEAST CORNER OF ROCK CREEK ROAD AND 12TH AVENUE N.W.

*

Chairman Trachtenberg asked if any member of the Planning Commission wished to remove any item from the Consent Docket. There being none, he asked whether anyone in the audience wished to remove any item from the Consent Docket. There being none, he turned to the Planning Commission for discussion.

Jim Gasaway moved to place approval of Item Nos. 3 through 6 on the Consent Docket and approve by one unanimous vote. Chris Lewis seconded the motion.

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

YEAS	Cynthia Gordon, Diana Hartley, Tom Knotts, Chris Lewis, Curtis McCarty, Roberta Pailes, Andy Sherrer, Jim Gasaway, Zev Trachtenberg
NAYES	None

Recording Secretary Roné 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 9-0.

* * *

Item No. 5, being:
FP-1011-15 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY HIGHLAND VILLAGE, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR HIGHLAND VILLAGE ADDITION, SECTION 6, GENERALLY LOCATED ON HIGHLAND VILLAGE DRIVE APPROXIMATELY 1,600 FEET WEST OF PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Final Plat
3. Staff Report
4. Revised Preliminary Plat

This item was approved on the Consent Docket by a vote of 9-0.

* * *

City of Norman, OK

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

Master

File Number: FP-1011-21

File ID:	FP-1011-21	**Type:**	Final Plat	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 20	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	04/14/2011
File Name:	Final Plat Tecumseh Meadows 3			**Final Action:**	

Title: CONSIDERATION OF A FINAL PLAT FOR TECUMSEH MEADOWS ADDITION, SECTION 3, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ONE-QUARTER MILE SOUTH OF TECUMSEH ROAD AND ONE-HALF MILE WEST OF NORTH PORTER AVENUE)

ACTION NEEDED: Motion to approve or reject the final plat for Tecumseh Meadows Addition, Section 3; and, if approved, accept the public dedications contained within the plat; 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 $1,255.40 in lieu of park land dedication requirements, and direct the filing of the final plat.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 20

Attachments: Text File - Final Plat Tecumseh Meadows, Location Map - Tecumseh Meadows 3, Tecumseh Meadows 3 Final Plat, Stf-rept final-plat-Tecumseh Meadows, Sec 3 _5-2-11_, Tecumseh Meadows 3 Prelim Plat, Tecumseh Meadows FP Minutes

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	05/12/2011	Recommended for Adoption at a subsequent City Council Meeting	Public Works Department	Pass

Action Text: Recommended for Adoption at a subsequent City Council Meeting to the Public Works Department

1	Planning Commission	05/12/2011

Text of Legislative File FP-1011-21

body

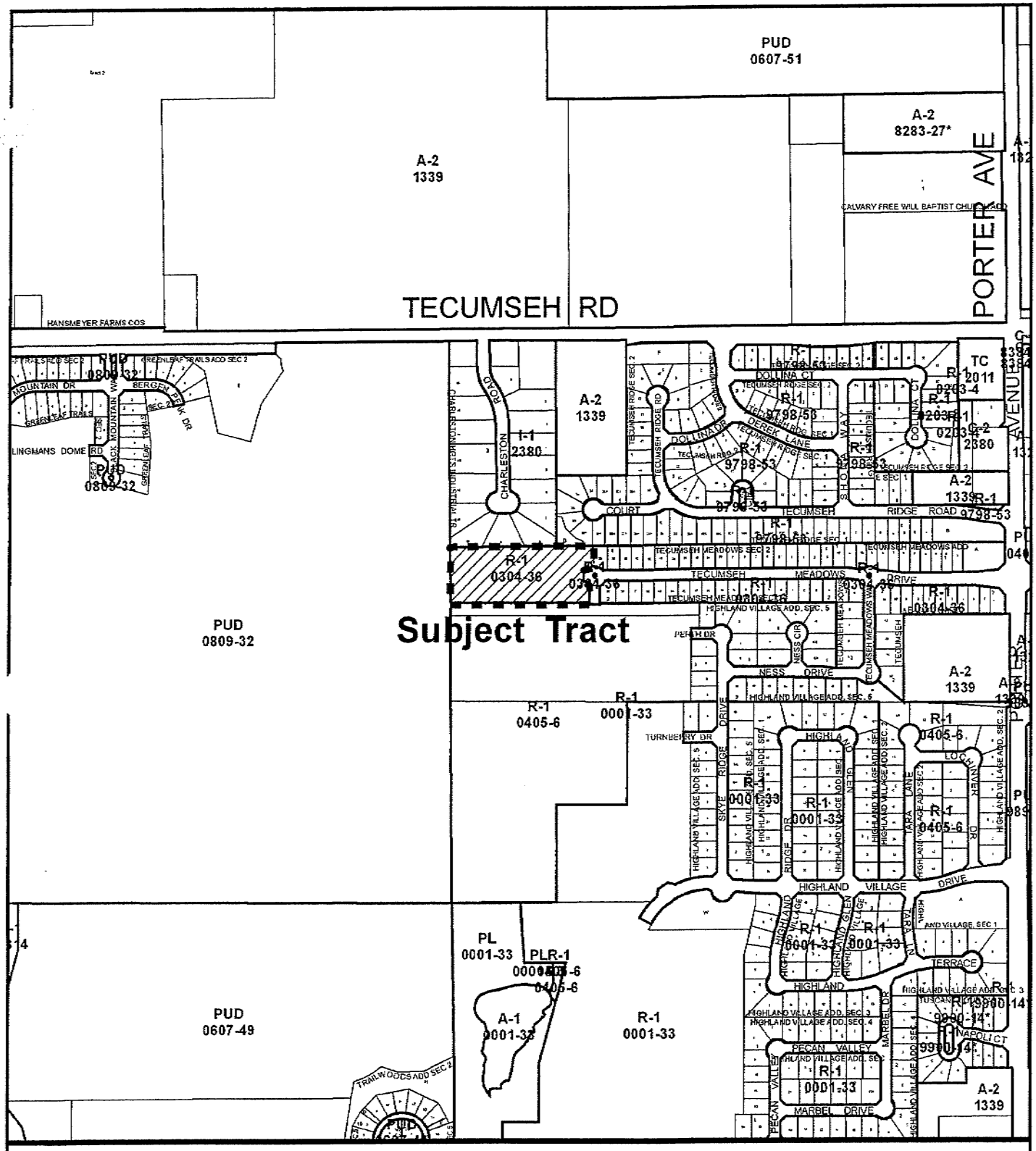
BACKGROUND: This item is a final plat for Tecumseh Meadows Addition, Section 3, and is generally located one-quarter mile south of Tecumseh Road and one-half mile west of North Porter Avenue. This property consists of 4 acres and 17 single-family residential lots and 1 common area/detention pond.

City Council, at its meeting of June 22, 2004, adopted Ordinance No. O-0304-36, placing this property in R-1, Single Family Dwelling District, and removing it from A-2, Rural Agricultural District, zoning classification. Also, City Council, at its meeting of April 26, 2011, approved the preliminary plat for Tecumseh Meadows Addition, Section 3. Planning Commission, on May 12, 2011, approved the final plat for Tecumseh Meadows Addition, Section 3.

DISCUSSION: Public improvements consist of water mains with fire hydrants, sanitary sewer, drainage, street and sidewalk improvements. Public improvements are near completion. A fee in the amount of $1,255.40 has been negotiated in lieu of parkland dedication.

STAFF RECOMMENDATIONS: The final plat is consistent with the preliminary plat. When the final plat for Tecumseh Meadows Addition, Section 2, was approved, Council requested that pedestrian access be provided through the Tecumseh Meadows Addition for residents in Tecumseh Ridge Addition located to the north to gain access to the parkland located in the southern portion of Highland Village Addition. With Tecumseh Meadows Addition, Section 2, it was determined there was no safe pedestrian route. Since that time, staff has attempted to obtain pedestrian access within the Tecumseh Ridge Addition. At this time, the property owners in Tecumseh Ridge are not willing to provide a pedestrian easement within their property. Staff met with the developer of Tecumseh Meadows regarding this matter. They have stated they will provide a separate instrument for pedestrian access between Lots 3 and 4, Block 1, if the City is successful in obtaining the needed pedestrian easement located on Tecumseh Ridge Addition.

Based upon the above information, Staff recommends approval of the final plat, acceptance of the public dedications contained therein and that Council authorize the Mayor to sign the final plat and required bonds for Tecumseh Meadows Addition, Section 3, subject to completion and the City Development Committee's acceptance of the public improvements and receipt of $1,255.40 in lieu of park land dedication requirements.



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.

N
W E
S

January 11, 2011

Subject Tract

Zoning

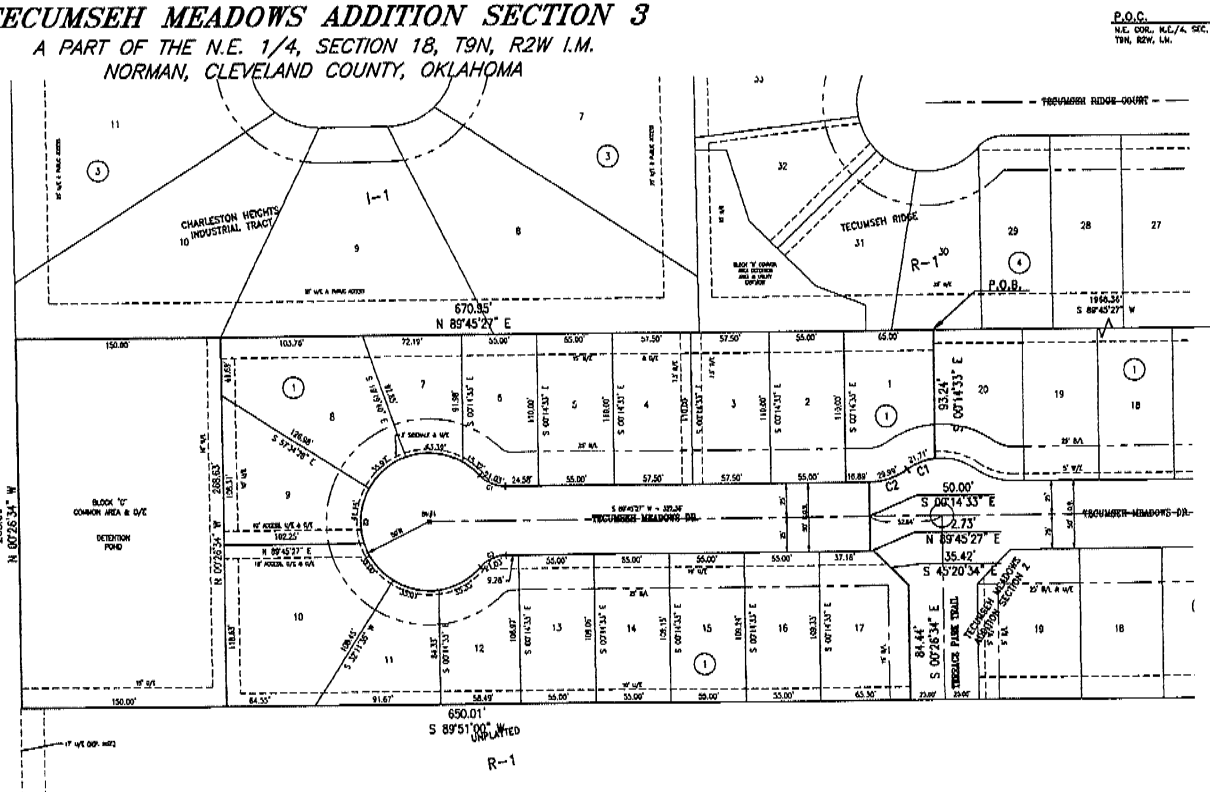
0 300 600 Ft.

20-1

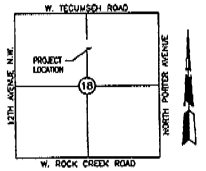
FINAL PLAT

TECUMSEH MEADOWS ADDITION SECTION 3

A PART OF THE N.E. 1/4, SECTION 18, T9N, R2W I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



UNPLATTED



VICINITY MAP
SCALE: 1" = 2000'

SCALE: 1" = 40'

BASIS OF BEARING FOR THIS FINAL PLAT IS S 00°28'11" E AS SHOWN ON THE EAST SECTION LINE OF SAID SECTION 18

TOTAL LOTS = 17 RESIDENTIAL LOTS

BENCHMARK #1: BRASS CAP AT CENTER OF CUL-DE-SAC OF TECUMSEH MEADOWS DRIVE.
ELEV. = _____

CURVE TABLE

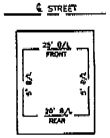
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	29°24'33"	42.00'	21.71'	11.08'	S 87°46'50" W	21.48'
C2	29°24'33"	42.00'	21.71'	11.08'	S 71°51'35" W	21.51'
C3	46°12'33"	25.00'	21.01'	11.18'	N 68°08'51" W	20.44'
C4	174°49'48"	54.00'	183.19'	99.78'	S 87°14'33" E	108.00'
C5	46°11'33"	25.00'	21.01'	11.18'	N 68°39'43" E	20.43'

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) IN THE PLAT OF TECUMSEH MEADOWS ADDITION SECTION 3. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

D/E = DRAINAGE EASEMENT
W/E = WATERLINE EASEMENT
SW/E = SIDEWALK EASEMENT
PED/E = PEDESTRIAN EASEMENT
LNA = LIMITS OF NO ACCESS
U/E = UTILITY EASEMENT
B/L = BUILDING LINE
-1000- = ADDRESS

TYPICAL BUILDING SETBACKS



LEGAL DESCRIPTION:

Being a part of the N.E. ¼ of Section 18, T9N, R2W, of the I.M., Norman, Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the N.E. Corner, of the N.E. ¼, of Section 18, T9N, R2W, I.M.;
Thence South 00°28'11" East, and along the East line of said N.E. ¼, a distance of 988.62 feet;
Thence South 89°45'27" West a distance of 1968.36 feet to the Point of Beginning.

Thence South 00°14'33" East a distance of 93.24 feet to a point on a curve;
Thence around a curve to the left having a radius of 42.00 feet (said curve subtended by a chord which bears South 68°46'02" West, a distance of 21.46 feet) and an arc length of 21.71 feet to a point of reverse curvature;
Thence around a reverse curve to the right having a radius of 48.00 feet (said curve subtended by a chord which bears South 71°51'35" West, a distance of 29.50 feet) and an arc length of 30.09 feet;
Thence South 00°14'33" East a distance of 50.00 feet;
Thence North 89°45'27" East a distance of 2.73 feet;
Thence South 45°20'34" East a distance of 35.42 feet;
Thence South 00°26'34" East a distance of 84.44 feet;
Thence South 89°51'00" West a distance of 650.01 feet;
Thence North 00°26'34" West a distance of 268.39 feet;
Thence North 89°45'27" East a distance of 670.95 feet to the Point of Beginning.

Containing 4.02 acres, more or less.

NOTES:

1. SET 1/2" IRON PINS WITH CA 3948 AT ALL PROPERTY CORNERS.
2. TYPE OF CENTERLINE MONUMENTS SHALL BE AS FOLLOWS: MAG NAILS WITH SHINER FOR ASPHALT AND A CUT "X" FOR CONCRETE.
3. EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION, OR LYING OUTSIDE THE LIMITS OF THE AREA BEING PLATTED ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.
4. ALL IMPROVEMENTS WITHIN UTILITY EASEMENTS MAY BE REMOVED BY THE CITY TO PERFORM MAINTENANCE, AND REPLACEMENT OF SUCH IMPROVEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
5. COMMON AREAS WILL BE OWNED AND MAINTAINED BY MANDATORY PROPERTY OWNERS' ASSOCIATION.
6. THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.

NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.

Date: April 26, 2011

SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106

TECUMSEH MEADOWS ADDITION SECTION 3
FINAL PLAT
SHEET 2 OF 2

20-2

FINAL PLAT ITEM NO. 5

STAFF REPORT

ITEM: Consideration of a Final Plat for TECUMSEH MEADOWS ADDITION, SECTION 3.

LOCATION: Generally located approximately one-quarter mile south of Tecumseh Road and one-half mile west of North Porter Avenue.

INFORMATION:

1. Owner. Green Hills Builders, L.L.C.
2. Developer. Green Hill Builders, L.L.C.
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. May 6, 2004. The Norman Board of Parks Commissioners, on a vote of 6-0, recommended fee in lieu of park land dedication.
2. May 13, 2004. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in R-1 and removed from A-2 zoning classification.
3. May 13, 2004. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Tecumseh Meadows Addition be approved.
4. June 22, 2004. City Council adopted Ordinance No. O-0304-36 placing this property in R-1 and removing it from A-2 zoning classification.
5. June 22, 2004. City Council approved the preliminary plat for Tecumseh Meadows Addition.
6. June 22, 2009. Approvals of the preliminary plat became null and void.
7. March 10, 2011. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Tecumseh Meadows Addition, Section 3, be approved.

8. April 26, 2011. City Council approved the preliminary plat for Tecumseh Meadows Addition, Section 3.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approval plans. Their locations have been approved by the Fire Department.

2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.

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.

5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Storm water runoff will be conveyed to a privately maintained detention pond. The detention/retention facility is held in common by the Property Owner's Association.

6. Streets. Tecumseh Meadows Drive will be constructed in accordance with approved plans and City paving standards.

7. Water Mains. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat. Additional off plat easements will be required for off plat sanitary sewer improvements.

2. Rights-of-Way. Street rights-of-way are dedicated to the City on the final plat.

3. Park Land. A fee in lieu of park land will be required to be negotiated prior to the final plat being submitted to City Council.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat and final plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: This final plat consists of 17 single-family residential lots and one (1) common area (detention pond). It is consistent with the approved preliminary plat. There is an existing emergency access road from the Tecumseh Meadows Addition to Highland Village. This emergency access road is in need of maintenance and as part of the program of improvements for Tecumseh Meadows Addition, Section 3, the developers will provide additional improvements to the emergency access road in order to provide access for fire trucks and other emergency vehicles. Staff recommends approval of the final plat for Tecumseh Meadows Addition, Section 3.

ACTION NEEDED: Approve or disapprove the final plat for Tecumseh Meadows Addition, Section 3.

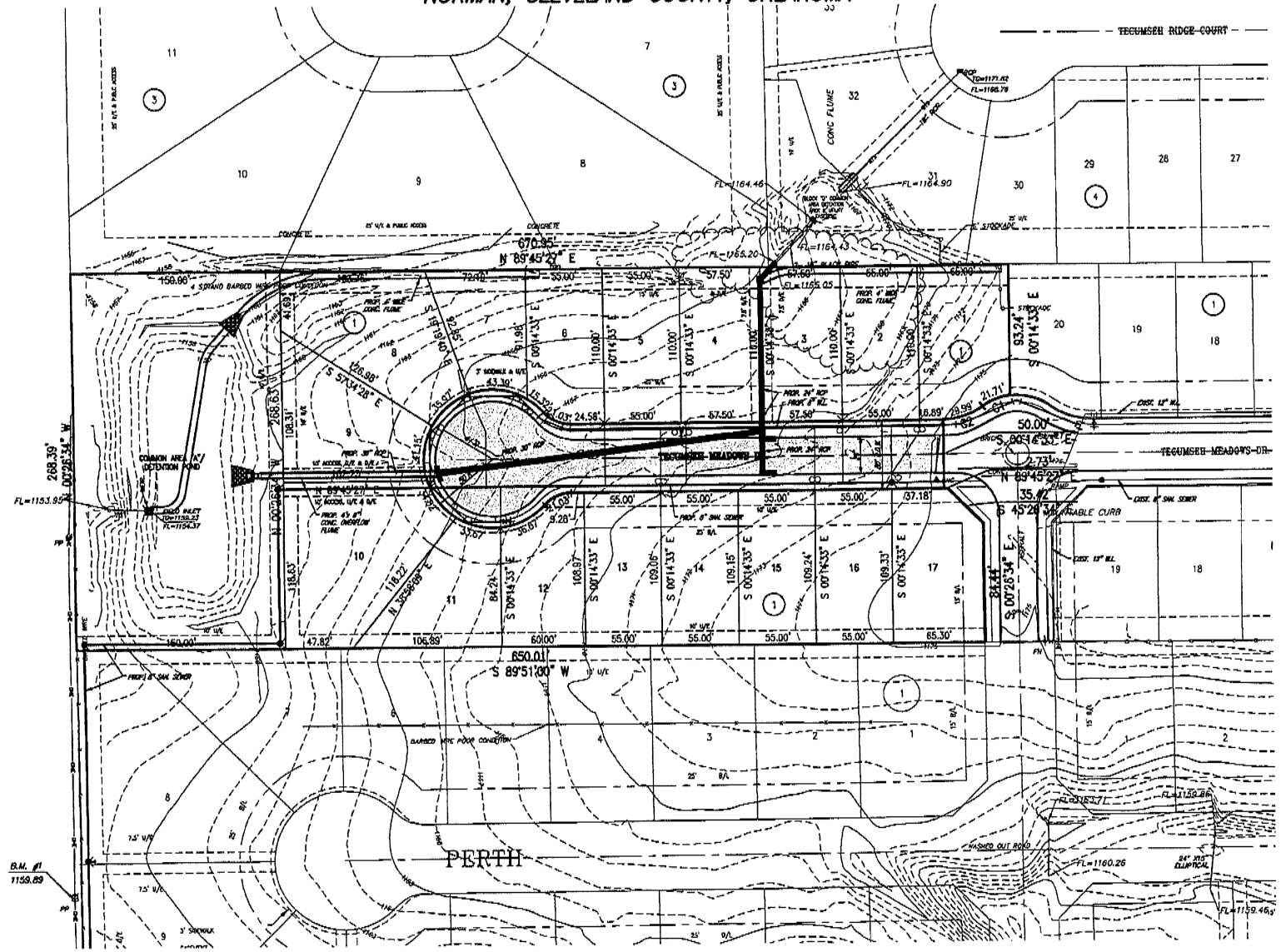
ACTION TAKEN:_____

PRELIMINARY PLAT

TECUMSEH MEADOWS ADDITION SECTION 3

A PART OF THE N.E. 1/4, SECTION 18, T9N, R2W I.M.

NORMAN, CLEVELAND COUNTY, OKLAHOMA



NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 12, 2011

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 May 2011. Notice and agenda of the meeting were posted at the Norman Municipal Building twenty-four hours prior to the beginning of the meeting.

Chairman Jim Gasaway called the meeting to order at 6:30 p.m.

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Cynthia Gordon Diana Hartley Tom Knotts Chris Lewis Curtis McCarty Roberta Pailes Andy Sherrer Jim Gasaway Zev Trachtenberg
MEMBERS ABSENT	None

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Doug Koscinski, Manager, Current Planning Division Ken Danner, Development Coordinator Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst Jane Hudson, Planner II Linda Price, Revitalization Manager Lisa Krieg, Grants Planner Susan Atkinson, Planner I David Riesland, Traffic Engineer

* * *

Item No. 2, being:
CONSENT DOCKET
Chairman Gasaway announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. He read the items recommended for inclusion on the Consent Docket, as follows:

Item No. 3, being:
APPROVAL OF THE APRIL 14, 2011 REGULAR SESSION MINUTES AND THE APRIL 7, 2011 STUDY SESSION MINUTES

Item No. 4, being:
FP-1011-20 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY MOOSE LODGE CHAPTER 1799 (SMC CONSULTING ENGINEERS, P.C.) FOR MOOSE LODGE CHAPTER 1799, GENERALLY LOCATED ON THE WEST SIDE OF CLASSEN BOULEVARD SOUTH OF IMHOFF ROAD.

Item No. 5, being:
FP-1011-21 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY GREEN HILL BUILDERS, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR TECUMSEH MEADOWS ADDITION, SECTION 3, GENERALLY LOCATED APPROXIMATERLY ¼ MILE SOUTH OF TECUMSEH ROAD AND ½ MILE WEST OF NORTH PORTER AVENUE.

Item No. 6, being:
FP-1011-22 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY COMCO, L.L.C. (CARDINAL ENGINEERING) FOR MURDOCK VILLAGE ADDITION, PHASE 2, GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND WEST OF 24TH AVENUE S.W.

Item No. 7, being:
PP-1011-22 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY M.S.D.C. PROPERTIES, L.L.C. (CLOUR PLANNING & ENGINEERING SERVICES) FOR SUMMIT VALLEY ADDITION, GENERALLY LOCATED NORTH OF STATE HIGHWAY 9 ON BOTH THE EAST AND WEST SIDES OF 36TH AVENUE S.E.

*

Chairman Gasaway asked if any member of the Planning Commission wished to remove any item from the Consent Docket. Mr. Lewis indicated that he had some generalized questions; Chairman Gasaway didn't think the items needed to be removed. Chairman Gasaway asked whether anyone in the audience wished to remove an item from the Consent Docket. There being none, he turned to the Planning Commission for discussion.

1. Mr. Lewis asked whether it would be possible to include the minutes in the bound agenda book, like the City Council agenda books, rather than as a separate document. Ms. Connors indicated that staff can look at doing that.

2. Mr. Lewis asked whether the final plats in Item Nos. 4, 5, and 6 have had any changes, additions or deletions, beyond the 5% allowed between preliminary and final plats. Mr. Danner reported that the final plat for Murdock Village has one less lot than what was approved on the preliminary plat; he believes it is less than 5%.

3. Mr. Lewis asked why the preliminary plat for Summit Valley Addition is before the Planning Commission at this time. Mr. Danner said it will be expiring in September, and

the applicant has come forward to have it reapproved. They will also be bringing in a final plat. Mr. Lewis asked whether this plat will be in compliance with the Water Quality Protection Zone that was reviewed by the Planning Commission at its last meeting, or whether this will fall under that ordinance. Mr. Danner indicated it will not fall under the ordinance because of the 30-day time period for an ordinance to be effective.

4. Mr. Knotts noted that the minutes from the April 14, 2011 meeting have him listed as both present and absent, but he was absent.

Chris Lewis moved to place approval of Item Nos. 3 through 7 on the Consent Docket and approve by one unanimous vote. Tom Knotts seconded the motion.

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

YEAS	Cynthia Gordon, Diana Hartley, Tom Knotts, Chris Lewis, Curtis McCarty, Roberta Pailes, Andy Sherrer, Zev Trachtenberg, Jim Gasaway
NAYES	None
ABSENT	None

Recording Secretary Roné Tromble announced that the motion, to place approval of Item Nos. 3 through 7 on the Consent Docket and approve by one unanimous vote, passed by a vote of 9-0.

* * *

Item No. 5, being:
FP-1011-21 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY GREEN HILL BUILDERS, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR TECUMSEH MEADOWS ADDITION, SECTION 3, GENERALLY LOCATED APPROXIMATERLY ¼ MILE SOUTH OF TECUMSEH ROAD AND ½ MILE WEST OF NORTH PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Final Plat
3. Staff Report
4. Preliminary Plat

This item was approved on the Consent Docket by a vote of 9-0.

* * *

City of Norman, OK

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

Master

File Number: GID-1112-96

File ID:	GID-1112-96	**Type:**	Grant	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 21	**In Control:**	City Council
Department:	Fire Department	**Cost:**	$25,350.00	**File Created:**	05/30/2012
File Name:	Grant from Office of Homeland Security			**Final Action:**	

Title: CONSIDERATION OF THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF $25,350 FROM THE OFFICE OF HOMELAND SECURITY TO BE USED BY THE OFFICE OF EMERGENCY MANAGEMENT TO PURCHASE EQUIPMENT AND TRAINING AIDS FOR CITIZENS CORPS PROGRAM VOLUNTEERS AND THE COMMUNITY AND ADOPTION OF RESOLUTION NO. R-1112-151 APPROPRIATING FUNDS.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $25,350 from the Office of Homeland Security to be used to by the Office of Emergency Management to purchase equipment and training aids for Citizens Corps Program volunteers and the community; and, if accepted, adopt Resolution No. R-1112-151 appropriating funds.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 21

Attachments: Text File Grant, Listing of Accounts that money should be transferred into, Grant Documents, R-1112-151

Project Manager: James Fullingim, Fire Chief

Entered by: devra.smith@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 GID-1112-96

body

BACKGROUND: The Office of Emergency Management coordinates opportunities for volunteer training and equipment through the Citizens CORPS program. During January 2012, the State of Oklahoma Office of Homeland Security provided a notice of funding availability under the Citizens

CORPS program.

DISCUSSION: The Norman Emergency Response Volunteer leadership met on February 23, 2012 to discuss the opportunity of this grant. The grant guidelines were very open to requesting a broad range of equipment and there was no dollar amount specified in the grant guidelines. Based on the discussion and the input from the volunteer organization the application was made to focus on obtaining training and equipment that would allow the program to be self sustaining for training and supporting the community requests for training. The grant request provided for having volunteers certified as instructors in CPR to enhance community training and outreach. The grant request provided for Very High Frequency capable radios that will be interoperable with local community organizations for events during the year and interoperable with public safety personnel when supporting disaster events. The grant provided for equipment and training aids to be used in hands on training for the volunteers and the community.

RECOMMENDATION: Based upon the above and foregoing discussion, it is my recommendation that the City Council approve the acceptance of the grant in the amount of $25,350.00 under the FY2010 Homeland Security Grant Program into Other Revenue: Emergency Management Grant (account 022-0000-331.13-60) and appropriate funds into Project No. GF0068, Fire Act Grant, as outlined in Exhibit A which is attached.

Listing of Accounts that money should be transferred into:

Project No. GF0068, Fire Act Grant

Account#		Amount
022-9508-422-51-10	Projector	$1,611.96
022-9508-422.54-04	Portable Radios	$8,089.74
022-9508-422-59-99	Bullex System	$11,283.36
022-9508-422.51-99	Digital Camera	$639.94
022-9508-422.51-14	Rescue Randy/ CPR Material	$3,725.00

Oklahoma Office of
Homeland Security
Prevent. Protect. Prepare

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office (405) 425-7295 Fax
www.homelandsecurity.ok.gov

SUB-GRANTEE AWARD

Sub-grantee – Required for Reimbursement FEI# DUNS #	Original Award Amount $25,350.00
City of Norman Steve Lewis, City Manager PO Box 370 Norman, OK 73069	Award Number #148,010 Award Effective Date 8/21/2009 Project Period 8/1/2009 – 7/31/2012
Project Title IJ Homeland Security Grant Program Citizen Corps – CERT & MRC/IJ #8	CFDA 97.053 (OKOHS # 97.053 - 3800)
Applicable Funds Homeland Security Grant Program FY 2009 (CCP - Local) Region 6	County Cleveland
Method of Payment: This is a Reimbursement Grant.	Is Sub-Grantee NIMS Compliant? (Please Check One) YES ☐ NO ☐
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official Chief Executive Official (Mayor, City Manager, County Commissioner)	Project Contact/ Secondary Authorized Official (If Applicable)
Title of Primary Authorized Official City Manager	Title of Secondary Authorized Official Emergency Management Coordinator
Name Steve Lewis	Name David Grizzle
Telephone 405-321-1600 Fax	Telephone 405-292-9780 Fax 405-292-9785
Email Steve.lewis@normanok.gov	Email David.grizzle@normanok.gov
Signature of Primary Authorized Official (Required) Date 5.7.12	Signature of Secondary Authorized Official (Required) Date

The Primary Authorized Official certifies:

- Legal authorization to accept grants on behalf of the named governmental entity.
- Proposed project can be completed by July 31, 2012
- Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-6 each of which is attached hereto
- All submitted data is true and correct to the best of signatory's knowledge

Special Conditions

OKOHS Approving Official Kim Edd Carter Director	OKOHS Contact Information Oklahoma Office of Homeland Security P.O. Box 11415 Oklahoma City, OK 73136-0415
Signature of OKOHS Approving Official	Telephone (405) 425-7296 Fax (405) 425-7295

KIM EDD CARTER
DIRECTOR

MARY FALLIN
GOVERNOR

STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY

TO: City of Norman
Steve Lewis, City Manager
FROM: Kim Edd Carter, Director
DATE: April 19, 2012
RE: Oklahoma Office of Homeland Security 2009 Homeland Security Grant Program; Citizen Corps – CERT and MRC : # 348.010

Your agency has been selected to receive funding in the amount of $25,350.00 (the "Proposed Award"), pursuant to the Oklahoma Office of Homeland Security ("OKOHS") fiscal year 2009 Homeland Security Grant Program (the "2009 Program"). The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members in emergency preparedness, planning, mitigation, response and recovery.

The FY 2009 Citizen Corps Program (CCP) provides resources for States and local communities to: 1) develop and implement a plan or amend existing plans to achieve and expand citizen preparedness and participation; 2) conduct public education and outreach; 3) ensure clear alerts warnings and emergency communications with the public; 4) develop training programs for the public, for both all hazards preparedness and volunteer responsibilities; 5) facilitate citizen participation in exercises; 6) implement volunteer programs and activities to support emergency responders; 7) involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes; and 8) conduct evaluations of programs and activities.

We have attached Schedule "C", which has a list of the approved items included in your funding application for this grant that should cost approximately $25,350.00 for your Citizen Corps CERT and MRC projects. **Any use of Proposed Award funding for items not listed on Schedule "C" must be approved in writing and in advance by OKOHS.**

The 2009 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2009 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS OKOHS grant programs, the 2009 Program is a reimbursement grant.
The process requires the following actions:

(1) Acceptance of the terms and conditions of the 2009 Program including but not limited to those noted on the attached *Schedule "A"*;
(2) You may purchase approved items listed on Schedule "C" however reimbursement from OKOHS is limited to the amount of the Proposed Award; and

(3) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at www.homelandsecurity.ok.gov).

Reimbursement checks are generally mailed to sub grantees by OKOHS within 30 days of OKOHS receipt of the signed Reimbursement Request Form and associated invoices. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2009 Program, please so indicate by: (1) affixing the signature of the appropriate chief executive officer (i.e. the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and (2) returning an original fully executed copy of this letter and each document listed on *Schedule "A"* (each of which is included with this award packet) to OKOHS **ON OR BEFORE May 4, 2012** Post Office Box 11415, Oklahoma City, Oklahoma 73136-0415.

Should you have questions or need additional assistance contact Christina Neidel at 405-425-7591 or by email at cneidel@dps.state.ok.us or Robbie Foster at 405-425-7296 or by e-mail at rfoster@dps.state.ok.us.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this 2 day of May 2012:

Government/Agency Name: City of Nowata

Signature:

Printed Name: Steve Lewis

Title: City Manager

2009 Grant Master
Summary of Approved Items
Updated 4-17-12

Schedule 1

4/19/2012
9:38 AM

Award ID #	Subgrantee	Agency	Project Desc.	ITEM (Approval Requested)	Unit Cost	Qty	Total	April 2012 Approval	Revised Award Amount	Total Apprvd. To Date	Checks Written	Current Available
148.010	Norman, City of	Emergency Management	CERT/MRC	Projector w/necessary accessories	$1,611.96	1	$1,611.96	$1,611.96	$25,350.00	$23,260.26		$25,350.00
148.010	Norman, City of	Emergency Management	CERT/MRC	BullEx Digital Fire TNG Suppressions	$11,283.36	1	$11,283.36	$11,283.36				
148.010	Norman, City of	Emergency Management	CERT/MRC	Digital Camera's w/GPS & Memory Cards	$319.97	2	$639.94	$639.94				
148.010	Norman, City of	Emergency Management	CERT/MRC	Casualty Simulation 'Rescue Randy'	$1,050.00	1	$1,050.00	$1,050.00				
148.010	Norman, City of	Emergency Management	CERT/MRC	CPR Instructor Training	$250.00	3	$750.00	$750.00				
148.010	Norman, City of	Emergency Management	CERT/MRC	CPR Instructor Manual	$49.00	1	$49.00	$49.00				
148.010	Norman, City of	Emergency Management	CERT/MRC	CPR Instructor DVD Set	$150.00	1	$150.00	$150.00				
148.010	Norman, City of	Emergency Management	CERT/MRC	CPR/AED Student Workbooks	$12.00	40	$480.00	$480.00				
148.010	Norman, City of	Emergency Management	CERT/MRC	AED Training Device	$359.00	1	$359.00	$359.00				
148.010	Norman, City of	Emergency Management	CERT/MRC	AED Training Pads	$26.00	3	$78.00	$78.00				
148.010	Norman, City of	Emergency Management	CERT/MRC	CPR Manikin Starter Package	$740.00	1	$740.00	$740.00				

Schedule "C"

2009 Grant Master
Summary of Approved Items
Updated 4-17-12

Schedule 1

4/19/2012
9:38 AM

Award ID #	Subgrantee	Agency	Project Desc.	ITEM (Approval Requested)	UnitCost	Qty	Total	April 2012 Approval	Revised Award Amount	Total Apprvd. To Date	Checks Written	Current Available
148.010	Norman, City of	Emergency Management	CERT/VRC	CPR Manikin Disposable Lungs (baby)	$31.00	1	$31.00	$31.00				
148.010	Norman, City of	Emergency Management	CERT/VRC	CPR Manikin Disposable Lungs (adult)	$38.00	1	$38.00	$38.00				
148.010	Norman, City of	Emergency Management	CERT/MRC	Portable Radios VHF - Interoperable (Contract WSCA 02702: 5218-640-10-31-81: 515L ES, Model II, VHF, 136-174 MHz, Lilon, Analog FM, Conventional 256 channels, HSKO	$1,500.00	4	$6,000.00	$6,000.00				

KEC
4-20-12

Schedule "C"

Resolution

R-1112-151

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $25,350 FROM THE EMERGENCY MANAGEMENT GRANT FUND TO BE USED BY THE OFFICE OF EMERGENCY MANAGEMENT TO PURCHASE EQUIPMENT AND TRAINING AIDS FOR CITIZENS CORPS PROGRAM VOLUNTEERS AND THE COMMUNITY.

§ 1. WHEREAS, the Norman Office of Emergency Management recently received approval of a grant from the Office of Homeland Security in the amount of $25,350; and

§ 2. WHEREAS, the funding is to be used to purchase equipment and training aids for Citizens Corps Program volunteers and the community; and

§ 3. WHEREAS, it is necessary to deposit those funds into Other Revenue/Emergency Management Grant Fund (022-0000-331.13-60) and appropriate the funds into the accounts listed below.

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

§ 4. That the following appropriations be made for the reason as stated above:

Account Names	Losing Account	Gaining Account	Amount
Project No. GF0068, Fire Act Grant – Projector	022-0000-331.13-60	022-9508-422.51-10	$ 1,611.96
Project No. GF0068, Fire Act Grant – Radio/Communication Equipment – Portable Radios	022-0000-331.13-60	022-9508-422.54-04	$ 8,089.74
Project No. GF0068, Fire Act Grant – Miscellaneous Equip. - Miscellaneous	022-0000-331.13-60	022-9508-422.59-99	$11,283.36
Project No. GF0068, Fire Act Grant – Digital Camera	022-0000-331.13-60	022-9508-422.51-99	$ 639.94
Project No. GF0068, Fire Act Grant – Rescue Randy/CPR Material	022-0000-331.13-60	022-9508-422.51-14	$ 3,725.00

PASSED AND ADOPTED this 12th day of June, 2012.

ATTEST: _____ Mayor

_____
City Clerk

City of Norman, OK

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

Master

File Number: SC-1112-9

File ID:	SC-1112-9	**Type:**	Special Claim	**Status:**	ATS Paused
Version:	1	**Reference:**	Item No. 22	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$3,969.00	**File Created:**	05/31/2012
File Name:	Special Claim Thomas Farrell			**Final Action:**	

Title:

SPECIAL CLAIM NO. SC-1112-9: A CLAIM IN THE REDUCED AMOUNT OF $3,969 SUBMITTED BY THOMAS FARRELL FOR INJURIES RECEIVED FROM HANDCUFFS PLACED BY NORMAN POLICE OFFICERS.

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1112-9; and, if approved, direct payment in the amount of reduced amount of $3,969 contingent upon obtaining a Release and Covenant Not to Sue from Thomas Farrell.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 22

Attachments: City Clerk Memo Farrell, Letter from Attorney - Farrell

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: denise.johnson@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 SC-1112-9

Body

BACKGROUND: On November 1, 2011, a claim was filed in the amount of $6,275.00 on behalf of Thomas Farrell. The claim alleges that the police officers who arrested Mr. Farrell for driving under the influence ignored Mr. Farrell's complaint that the handcuffs were too tight. One officer recalls Mr. Farrell's complaint and states that the handcuffs were loosened after Mr. Farrell complained. The second officer does not recall Mr. Farrell's complaint.

DISCUSSION: The medical information submitted with the claim shows that the treating doctor advised Mr. Farrell that he sustained radial nerve damage and neuritis of his right wrist and a

contusion. The treating doctor recommended that Mr. Farrell continued use of anti-inflammatory medication, referred him to physical therapy, and restricted him from lifting more than 5-10 pounds and impact activity, such as swinging a hammer. Mr. Farrell alleges that he is a carpenter and that he was unable to work for four (4) weeks as a result of the injury he suffered. Mr. Farrell completed physical therapy at Purcell Hospital and maintained a home exercise program recommended by the physical therapist. He was released on June 9, 2011.

Mr. Farrell's claim has been investigated and has reached a point of potential resolution. The proposed settlement agreement contemplates payment to Mr. Farrell in the amount of $3,969.00 in exchange for a release from liability without an admission of liability. The parties shall bear their own costs and attorneys fees. This claim is being presented for City Council consideration at this time. Because this claim involves potential litigation, the merits of this settlement offer were discussed during an executive session on June 5, 2012.

RECOMMENDATION: It is believed the proposed settlement is fair, reasonable and in the best interest of the City and the arresting officers. It is recommended the settlement of this matter be approved by City Council and the City Attorney's office be authorized to effectuate the settlement of this claim. There are sufficient funds available in account number 043-2251-415.47-18 to pay the settlement. If you have questions or need additional information, please let me know.

office memorandum

DATE: November 1, 2011

TO: Keith Humphrey, Police Chief
Jeff Bryant, City Attorney

FROM: Brenda Hall, City Clerk BH

SUBJECT: Claim from Thomas Farrell

I am in receipt of a claim from Thomas Farrell, through his attorney, Laura A. Shaeffer, in the amount of $158 for Immediate Care of Oklahoma expenses; $198 for medical treatment from Dr. Brad Vogel; $559 for Purcell Hospital Physical Therapy expenses; $8 for prescription expenses; and $1,600 for lost wages due to his claim that on March 15, 2011, he was working at the Presidential Gardens Apartments when the manager allegedly detected alcohol on his breath and called the police. Officer Jeremy Garnard, Badge #0712, responded to the complaint and arrested Mr. Farrell for Driving Under the Influence (DUI) even though he did not witness Mr. Farrell operating a vehicle. Mr. Farrell states that Officer Garnard placed him in handcuffs that were too tight and continued to ignore Mr. Farrell's requests to loosen the handcuffs causing bruising and pain in his hands. When the pain and soreness continued, Mr. Farrell sought medical treatment that included several doctor visits and physical therapy. Mr. Farrell states he could not work as a carpenter/dry waller during his rehabilitation and does not have health coverage. The attorney for the claimant indicates the client has authorized her to settle Mr. Farrell's claim for the sum of $6,275.

Keith, I would appreciate your checking with your staff regarding verification of the problem. Please report your findings by written memorandum to me with a copy to Jeff.

Jeff, I am forwarding the claim to your office. If further action is needed from my office, please advise.

BH:smr
attachments

SHAEFFER, SHAEFFER & KERNAL

LAW OFFICES
231 South Peters
Norman, Oklahoma 73069
(405) 364-0601
Fax: (405) 364-7880

FRED J. SHAEFFER
LAURA A. SHAEFFER

TODD KERNAL

October 26, 2011

City of Norman
Attn: Court Clerk
201 W. Gray, Bldg. B
Norman, OK 73069

In re: Claimant: Thomas Farrell
Date of Incident: 3-15-11
Time of Incident:
Location: Presidential Gardens

FILED IN THE OFFICE
OF THE CITY CLERK
ON 11-1-11

To Whom It May Concern:

This is to advise I represent Thomas Farrell regarding an incident that occurred on March 15, 2011, at approximately 3:00 p.m., involving Officer Jeremy Garnard, Badge #0712, of the Norman Police Department. On that date, the Police Department was contacted by the manger of the Presidential Gardens Apartments, who reported that Mr. Farrell, who was working for the apartment complex at the time, smelled of alcohol.

Officer Garnard responded and contacted Mr. Farrell at the above-stated location. Though, the officer did not observe Mr. Farrell driving, after having administered Field Sobriety Tests, Officer Garnard arrested Mr. Farrell on suspicion of DUI.

Officer Garnard placed handcuffs on Mr. Farrell so tightly that his hands were turning blue. In response to Mr. Farrell's request the cuffs be loosened, Officer Garnard replied, "You'll be out of them soon." Mr. Farrell was then placed in the back of the police care for thirty-five (35) to forty (40) minutes.

When Officer Garnard returned to his vehicle, Mr. Farrell, <u>again</u>, asked that the cuffs be loosened. Officer Garnard replied, "Shut up, you'll be fine." Despite being assured the entire encounter was being recorded, no video or audio recording was produced by Norman Police Department in response to a Subpoena Duces Tecum issued by Mr. Farrell's criminal defense attorney, Tim Kuykendall.

Upon arrival at Cleveland County Detention Center, for a third time, Mr. Farrell pleaded with Officer Garnard to loosen the cuffs. "Sit down and shut up," was Officer Garnard's response. Officer Garnard failed to respond to Mr. Farnell's protest, "There's no need to talk to me that way."

When sheriff's personnel took over, the cuffs were loosened, and Mr. Farrell was processed into the Cleveland County Detention Center.

The following day, both wrists were visibly bruised and sore. (Photographs enclosed). When the pain and soreness failed to subside, Mr. Farrell presented to Immediate Care of Oklahoma on or about March 21, 2011, where, following examination, and completion of x-rays to his right wrist, he was advised he had sustained a right wrist sprain and de Quervain tenosynovitis. He was issued a brace, prescribed anti-inflammatories and told to seek consultation with a specialist if the pain/numbness persisted.

As the pain and numbness in his right wrist failed to subside, he contacted his family physician, Dr. Love, who referred him to an orthopedic specialist, Dr. Brad Vogel. He was seen by Dr. Vogel on or about March 31, 2011. Mr. Farrell complained to Dr. Vogel of numbness in the right thumb and along the dorsum of the right hand, with a great deal of pain at the base of the thumb. Following examination, Dr. Vogel advised Mr. Farrell he had sustained radial nerve damage and neuritis of his right wrist, as well as a contusion to the area, as a result of the subject incident. Mr. Farrell was placed on Mobic to treat his symptoms. Mr. Farrell returned to Dr. Vogel on May 12, 2011, noting no improvement from taking the Mobic. He continued to complain of numbness in the right thumb and hand. Dr. Vogel recommended continued use of Mobic and referred him to physical therapy, twice a week for four (4) to six (6) weeks, and placed on work restrictions of no lifting more than five (5) to ten (10) pounds and no impact activity (such as swinging a hammer.)

Incidentally, Mr. Farrell's vocation is a carpenter/dry waller, etc., and he was unable to work as a result of this incident from March 16, 2011 through April 15, 2011. He has no health insurance, as he is self-employed, and has been paying his medical expenses out of his pocket, thereby placing a financial strain upon his family, in addition to his inability to work for a period of four (4) weeks due to the subject injury.

Mr. Farrell attended physical therapy at Purcell Hospital for four (4) weeks, twice a week, from May 16, 2011, through June 9, 2011, as well as maintained a home exercise program recommended by his physical therapist. At his release on June 9, 2011, improvement in his symptoms was noted.

Mr. Farrell had no prior injury to either wrist, both of which were in excellent working order at the time of this incident.

His tangible damages are as follows:

1. Immediate Care of Oklahoma bill in the amount of One Hundred Fifty-Eight Dollars ($158.00), for date of service on March 21, 2011;

2. Dr. Brad Vogel bill in the amount of One Hundred Ninety-Eight Dollars ($198.00), for services from March 31, 2011, through May 12, 2011;

3. Purcell Hospital Physical Therapy bill in the amount of Five Hundred Fifty-Nine Dollars ($559.00), for services rendered from May 16, 2011 to June 9, 2011;

4. Prescriptions in the amount of Eight Dollars ($8.00);

5. Lost Wages totaling One Thousand Six Hundred Dollars ($1,600.00), calculated at Ten Dollars ($10.00) per hour, forty (40) hours a week for four (4) weeks. (Lost Wage Statement enclosed.)

Let this serve as notice to The City of Norman, Mr. Farrell is making a tort claim for damages sustained due to the negligence of Officer Garnard, as set forth herein. My client has authorized me to settle his claim against The City, and Officer Garnard, for the sum of Six Thousand Two Hundred Seventy-Five Dollars ($6,275.00).

Mr. Farrell's address and telephone number are as follows:

Thomas Farrell
23095 Johnson Avenue
Purcell, OK 73080
(405) 527-8404

The name and telephone number of his agent authorized to settle the claim is as follows:

Laura A. Shaeffer, Attorney
231 S. Peters St.
Norman, OK 73069
(405) 364-0601

If anything further is needed to process this claim, please so advise.

Sincerely,

LAURA A. SHAEFFER
Attorney at Law

LAS/tw
Enclosures

City of Norman, OK

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

Master

File Number: LL-1112-15

File ID:	LL-1112-15	**Type:**	Limited License	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 23	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	05/24/2012
File Name:	Limited License Midsummers Nights' Fair			**Final Action:**	

Title: LIMITED LICENSE NO. LL-1112-15: LIMITED LICENSE TO PLACE FOUR (4) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FIREHOUSE ART CENTER FOR THE MIDSUMMER NIGHT'S FAIR TO BE HELD JULY 13 AND 14, 2012, AT LION'S PARK.

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1112-15 to place four (4) signs within the public rights-of-way pursuant to a request from the Firehouse Art Center for the Midsummer Night's Fair; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 23

Attachments: Text File Limited License, Firehouse Application, Midsummer Nights' Fair license

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:

Text of Legislative File LL-1112-15

Body

BACKGROUND: Section 18-308 states:

Festival or Public Event Banners.

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 Firehouse Art Center, a 501 (c) (3) organization, has requested placement of four (4) ground signs at intersections around the community to advertise a public festival. The signs will be used from June 25 through July 15, 2012. The event will be held at Lion's Park on July 13 and 14, 2012, from 6:00 p.m. to 11:00 p.m.

RECOMMENDATION: The locations are acceptable and will not impact any designated sight triangles if properly placed. Staff has prepared the license in accordance with their request, and presents it to the Council for consideration. Additional conditions may be attached by Council. Other than the stipulated time frame and placement, staff has not suggested any other conditions, and does not oppose granting this limited license.

LIMITED LICENSE NO. LL-1112-15

LIMITED LICENSE TO PLACE FOUR (4) GROUND BANNERS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FIREHOUSE ART CENTER FOR THE MIDSUMMER NIGHTS' FAIR TO BE HELD AT LIONS PARK ON JULY 13 AND 14, 2012.

An Application has been filed by the Firehouse Art Center for the Midsummer Nights' Fair for a Limited License to place four (4) ground banners to be placed at four locations within the public right-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 for a twenty-two day period from June 25 through July 15, 2012

Any special conditions which may be 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 by City Council this 12th day of June, 2012.

CITY OF NORMAN

_____

Mayor

ATTEST:

_____

City Clerk

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER/SIGN

Date 5/18/12

Name of Applicant Firehouse Art Center

Address 444 S. Flood Ave Telephone Number 329-4523

Number of Banners 4

Location of Banners/Signs (If list is lengthy you may attach separate sheet or map)

Flood & Symmes (Lions Park)

24th & Main

12th & Alameda

24th & Tecumseh

Banner/Sign Size 4' x 8'

Type of Banner/Sign Vinyl

Wording of Banner/Sign Midsummer Nights' Fair

July 13-14, 2012 6-11 pm

Duration of Use 2-3 wks 6-25-12 thru 7-15-12

City of Norman, OK

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

Master

File Number: GID 1112-97

File ID:	GID 1112-97	**Type:**	Acceptance of Deed	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 24	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	05/30/2012
File Name:	Acceptance of Quitclaim Deed Army Reserve Center			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF A QUITCLAIM DEED FROM THE UNITED STATES ARMY CORPS OF ENGINEERS TO THE CITY OF NORMAN FOR THE ARMY RESERVE CENTER PROPERTY LOCATED AT 1507 WEST LINDSEY STREET TO BE USED BY THE POLICE DEPARTMENT.

ACTION NEEDED: Motion to accept or reject a quitclaim deed from the United States Army Corps of Engineers; and, if accepted, authorize the Mayor to execute all associated documentation related thereto and direct the filing of the deed with the Cleveland County Clerk.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 24

Attachments: Text File Army Reserve Center, Quitclaim Deed

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID 1112-97

Body

BACKGROUND: The City of Norman was notified in April 2006 that the Joe A. Smalley Army Reserve Center located at 1507 West Lindsey had been identified for closure by the Base Realignment and Closure Commission (BRAC). In response the City established a Local Redevelopment authority

(LRA) to develop a reuse plan for the facility. [The facility contains 32,233 square feet on 4.24 acres of land.]

Over the next year the LRA provided public notice of the closure, supplied information about the site to interested parties, received and reviewed applications for use of the site, held public hearings, and made a final recommendation concerning the reuse of the property, all in conformance with required BRAC procedures.

The three applicants were Middle Earth Day Care Center, Norman Public Schools for use as an alternative school, and the City of Norman for police and fire investigations. The final recommendation was that the Smalley Army Reserve Center (ARC) be transferred to the City of Norman, and that the land and building be used for virtually all aspects of the City of Norman police and fire investigation activity, including administration, investigators, the laboratory, property custody, and specialties for police and fire investigations, and eventually a patrol substation, training area, and special events facility. To achieve approval for this use, the City had to submit an application to the Department of Justice for approval of the use; and to the U.S. Department of Housing & Urban Development for approval of compliance with the Base Closure Community Redevelopment and Homeless Assistance Act of 1994.

The U.S. Department of Justice informed the City on August 14, 2007 that the transfer request had been approved. The U.S. Department of Housing & Urban Development informed the City on September 11, 2007 that the redevelopment plan complied with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994. On July 24, 2008 Lynn Boese with the Office of Economic Adjustment (OEA) and Ron Hancock with the Army met with City staff to begin the transfer process that at the time they indicated would be completed within six months after the completion of the new facility to be built in Norman, and that time was estimated to be in June 2010.

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In September 2010 the new Guard and Reserve facility was completed and in December 2010 the Reserve moved into the new facility. At that time, the City was told that a transfer was expected to be completed in March 2011 after a Radiological Clearance (RAD) had been completed, and that the RAD was to be completed in February 2011.

In April 2011 all transfers were put on hold by the Nuclear Regulatory Commission over a disagreement with the Army over what constituted a valid RAD, but on September 1, 2011 the City was notified that the RAD was completed. In January 2012 the City received word that the disposal date would be June 30, 2012. The City is now in receipt of a Quitclaim Deed that will transfer the ARC to the City of Norman from the U.S. Corps of Engineers. The deed stipulates the property shall be used and maintained for law enforcement purposes in perpetuity and that if the property ceases to be used or maintained for such purpose, all or any portion of the property shall, in its then existing condition, at the option of the United States, revert to and become the property of the United States, at its option, and the United States shall have immediate right of entry. The Corps requires that the deed be executed by the City of Norman and then returned to the Corps for final processing, a process that could take up to ninety (90) days.

RECOMMENDATION: The Quitclaim Deed, which is attached, has been reviewed by the City

Attorney and determined to be in order and in the City's interest to execute. Staff recommends acceptance of the Quitclaim deed that will transfer the ARC to the City of Norman to be used for police and fire investigations and associated activities, and the Mayor be authorized to execute the Quitclaim Deed and other associated documents and the filing thereof with the Cleveland County Clerk be directed.

QUITCLAIM DEED
CITY OF NORMAN, OKLAHOMA
JOE A. SMALLEY U.S. ARMY RESERVE CENTER
CLEVELAND COUNTY, OKLAHOMA

THIS QUITCLAIM DEED is made and entered into this ____ day of _____, 2012, by and between the UNITED STATES OF AMERICA, acting by and through the Director of Real Estate, United States Army Corps of Engineers, pursuant to a delegation of authority from the Secretary of the Army, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, whose address is 1645 South 101st East Avenue, Tulsa, Oklahoma 74128-4609 (the "GRANTOR" or "United States") and THE CITY OF NORMAN, OKLAHOMA, an Oklahoma Municipal Corporation, existing under the laws of the State of Oklahoma, whose mailing address is P.O. Box 370, Norman, Oklahoma, 73070 (the "GRANTEE"). When used in this Quitclaim Deed, unless the context specifies otherwise, "GRANTOR" shall include the assigns of the GRANTOR, and "GRANTEE" shall include the successors and assigns of the GRANTEE.

WITNESSETH THAT:

NOW THEREFORE, the GRANTOR for and in consideration of the mutual covenants and conditions exchanged herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM, unto the GRANTEE, all its right, title and interest in the property situated, lying and being in the County of Cleveland, State of Oklahoma, containing approximately 4.24 acres, as described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property").

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, outstanding mineral interests, and public utilities, if any, whether of public record or not.

FURTHER reserving and excepting therefrom, however, all of the mineral rights in the Property for the GRANTOR, and further excepting mineral interests outstanding in third parties.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this deed.

PROVIDED, HOWEVER, the Property shall be used and maintained for law enforcement purposes pursuant to 40 U.S.C. § 553(b)(2) in perpetuity, and that if the Property ceases to be used or maintained for such purpose, all or any portion of the property shall, in its then existing condition, at the option of the United States, revert to and become the property of the United States, at its option, and the United States shall have immediate right of entry;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth herein are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns.

PROVISIONS REQUIRED BY SECTION 120(h)(4) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(4)) (CERCLA):

For the Property, the GRANTOR provides the following covenants and retains the following access rights:

A. Covenant Pursuant to Section 120(h)(4)(D)(i) of CERCLA (42 U.S.C. §9620(h)(4)(D)(i)):

Pursuant to section 120(h)(4)(D)(i) of CERCLA(42 U.S.C. §9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

B. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of CERCLA (42 U.S.C. § 9620(h)(4)(D)(ii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and shall run with the land.

In exercising such easement and right of access, the United States shall provide the GRANTEE, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its

successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, the GRANTEE, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause. Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the GRANTEE, it successors and assigns, shall not interfere with any response action or corrective action conducted by the GRANTOR on the Property.

C. "As Is"

1. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

2. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

3. Nothing in this "As Is" provision will be construed to modify or negate the GRANTOR's obligation under CERCLA or any other statutory obligations.

D. Hold Harmless

1. To the extent authorized by law, the GRANTEE covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the GRANTEE and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

2. The GRANTEE covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this DEED, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

3. Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR's obligation under CERCLA or any other statutory obligations.

E. Post-Transfer Discovery of Contamination

1. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the property after the date of the conveyance, GRANTEE shall be responsible for such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR'S activities, use, or ownership of the Property. If the GRANTEE believes the discovered hazardous substance is due to GRANTOR'S activities, use or ownership of the Property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

2. GRANTEE, as consideration for the conveyance, agrees to release GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its employees, invitees, agents or contractors, after the conveyance. This Paragraph shall not affect the GRANTOR'S responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR'S indemnification obligations under applicable laws.

F. Environmental Protection Provisions

The Environmental Protection Provisions are at Exhibit "B", which is attached hereto and made a part hereof. The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

ANTI-DEFICIENCY ACT

The GRANTOR'S obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

NON-DISCRIMINATION

The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant

shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

NO WAIVER

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Army, the day and year first above written.

UNITED STATES OF AMERICA

BY:_____

SCOTT L. WHITEFORD
Director of Real Estate
United States Army Corps
of Engineers

CONSIDERATION CERTIFICATE

DISTRICT OF COLUMBIA: SS

The GRANTOR(S), being duly sworn, certifies that the consideration stated in the foregoing deed is the full consideration paid for the transfer of the property described above.

_____

SCOTT L. WHITEFORD
Director of Real Estate
United States Army Corps
of Engineers

NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA: SS

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that this ___ day of _____, 2011, Scott L. Whiteford, Director of Real Estate, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he has due authority to sign the document in the capacity therein stated.

_____

Notary Public

My commission expires the ____ day of _____, 20____.

ACCEPTANCE BY GRANTEE

THE CITY OF NORMAN, OKLAHOMA, an Oklahoma Municipal Corporation, GRANTEE, hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, this _____ day of _____, 2012.

IN WITNESS WHEREOF, GRANTEE has caused these presents to be executed by its governing body and is within the scope of its legal powers.

THE CITY OF NORMAN, OKLAHOMA

By: _____
CINDY ROSENTHAL, MAYOR

CONSIDERATION CERTIFICATE

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

CINDY ROSENTHAL, Mayor of the City of Norman, Oklahoma, being duly sworn, certifies on behalf of the GRANTEE that the consideration stated in the foregoing deed is the full consideration paid for the transfer of the property described above.

CITY OF NORMAN, OKLAHOMA

BY: _____
CINDY ROSENTHAL, MAYOR

NOTARIAL CERTIFICATE

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

I, _____, a Notary Public in and for the State of Oklahoma, County of Cleveland, do hereby certify that this day personally appeared before me CINDY ROSENTHAL, as Mayor

of the City of Norman, Oklahoma, whose name is signed to the foregoing instrument and who acknowledged to me that she executed the same for and on behalf of The City of Norman, Oklahoma pursuant to the approval of the City Council on ____ day of _____, 2012.

_____
Notary Public

My commission expires the ____ day of _____, 20____.

This instrument was prepared by:

_____
Cara A. Wulf
Assistant District Counsel
U.S. Army Corps of Engineers
Tulsa District
1645 S. 101 E Ave
Tulsa, Oklahoma 74128

EXHIBIT A

Legal Description

A tract of land out of section 36, Township 9 North, Range 3 West, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the SE corner of the SE 4 of said Section 36 thence on a bearing N87°28'10.8"W a distance of 1352.24 feet to the Point of Beginning; thence continuing in a westerly direction and running 400 feet with the South line of said Section 36; thence bearing N2°31'48.53"E a distance of 190.78 feet; thence in a southwesterly direction along a bearing S87°28'10.8"W a distance of 104.99 feet; thence N2°42'29.83"E a distance of 208.497 feet; thence N82°30'37.44"E a distance of 106.207 feet; thence S87°28'10.32"E a distance of 400.603 feet; thence S2°31'48.53"W a distance of 408.497 feet to the Point of Beginning.

The area described comprises 4.24 acres, more or less, all within Cleveland County, Oklahoma.

EXHIBIT B

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos containing material ("ACM") has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

City of Norman, OK

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

Master

File Number: K-1112-111

File ID:	K-1112-111	**Type:**	Contract	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 25	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$50,000.00	**File Created:**	02/01/2012
File Name:	K-1112-111 Water Research Foundation			**Final Action:**	

Title: CONTRACT NO. K-1112-111: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY WITH THE WATER RESEARCH FOUNDATION IN THE AMOUNT OF $50,000 TO PARTICIPATE IN A COLLABORATIVE PROJECT WITH THE CITIES OF LOUISVILLE, KENTUCKY; SAN JOSE, CALIFORNIA; MADISON, WISCONSIN; AND TULSA OKLAHOMA, REGARDING THE TREATMENT OF HEXAVALENT CHROMIUM AND BUDGET APPROPRIATION.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to adopt or reject Contract No. K-1112-111 with the Water Research Foundation in the amount of $50,000; and, if approved, authorize the execution thereof and appropriate $50,000 from the Water Fund Balance (031-0000-253.00-00) to Project No. WA0176, Chromium VI Study, Design (031-9942-462.62-01).

ACTION TAKEN: _____

Notes: Steve has 5/31

Agenda Date: 06/12/2012

Agenda Number: 25

Attachments: Text File K-1112-111, K-1112-111, Chromium 6 Working Group Meeting

Project Manager: Chris Mattingly, Utilities Superintendent

Entered by: chris.mattingly@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-1112-111

Body

BACKGROUND: Approximately 35% of the City of Norman's water comes from wells drilled into the Garber-Wellington aquifer. The water in the aquifer contains varying amounts of metals including chromium. According to the Environmental Protection Agency (EPA), a drinking water standard of

100 parts per billion of chromium (total) was first established in 1991. The EPA has reviewed the data at 6-year intervals and continued to support that this limit was protective of human health. Recent data challenges their prior limits and the EPA once again is reviewing the new information and will make a determination within the next 1-3 years to possibly reduce the limit. If the allowable limit of chromium is significantly lowered, the City of Norman would have to treat for chromium and/or find a new source of water.

The Water Research Foundation (Foundation) is an international nonprofit organization formed in 1966. They are the nation's only research foundation devoted to drinking water research and governed by water utilities. Since 1966, the Water Research Foundation has sponsored more than $460 million on research to understand, manage, and solve water utilities' most pressing issues. With over 900 completed research projects, the Foundation is the largest and most respected organization in the world dedicated to drinking water research.

DISCUSSION: The City of Norman can benefit from their expertise by joining in a collaborative effort with other water utilities and the Water Research Foundation. The Foundation can bring nationwide experts, experience, and additional funding to help with Norman's chromium issue. The Foundation issued a 'Tailored Collaboration Project' titled, "Sources, Fate, and Treatment of Hexavalent Chromium". In this project, they will join with several cities with differing chromium issues to develop real life alternatives and solutions. The participating cities must provide in-kind contributions of labor hours as well as real-dollar contributions to the project. The dollar contributions to the project will be matched with up to $175,000 funding from the Foundation.

The Foundation has reached out to the Cities of Louisville, KY; San Jose, CA; Tulsa, OK; Madison, WI; and Norman, OK to participate in this collaborative project; other cities may also be considered. Additional documents to review are; Draft Project Summary, Levels of Participation, Project Objectives and Rough Schedule and Draft Participation Letter.

The work done with this project will focus on three objectives:

1. Determine the fate of chromium in water treatment and distribution systems including sources, sinks and stability of chromium speciation.

2. Improve the understanding of the performance of Reduction Precipitation Filtration (RPF) treatment process under a wide range of water quality conditions.

3. Evaluate how chromium treatment processes, including membrane treatment, anion exchange, and RPF, can be integrated into existing treatment facilities.

The project will give each utility a straightforward Comprehensive Chromium Control Plan containing a summary of existing literature and discussions pertaining to the sources and fate of Chromium (VI) as it impacts each individual system.

Identification of the effectiveness of RPF treatment as well as other treatment schemes will be reviewed and evaluated for the utility. Ultimately, the information gathered will help the utility take steps toward addressing their chromium issues. A greater potential for cost savings will result from

better understanding the fate of chromium in our system from source water to tap water as well as evaluating treatment of several wells versus treating the entire well field.

Staff has participated through emails and a conference call with the other cities, the lead research team from HDR Engineering and representatives of the Foundation. Staff believes it would be an advantage to the City of Norman to join in this collaborative effort and recommends joining this project.

RECOMMENDATION: Staff recommends approval of Contract K-1112-111 for $50,000. Staff recommends appropriating funds in the amount of $50,000 from the Water Fund Balance (031-0000-253.00-00) into WA0176, Design Account No. (031-9942-462.62-01).

Multi Funded Research Agreement 04449

This Multi Funded Research Agreement (hereafter "MFRA") is entered into on _____, 2012, (the "Effective Date") by and among the Water Research Foundation (the "Foundation"), a Delaware non-profit corporation whose principal place of business is located at 6666 W. Quincy Ave., Denver, Colorado 80235, the organization(s) executing this MFRA as "Co-funders", and HDR Engineering, Inc. ("Sub-recipient"), a Nebraska corporation with a place of business located at 303 East 17th Avenue, Suites 700 & 1000, Denver, Colorado 80203.

The Foundation and the Co-funders have selected said Sub-recipient to receive a research and development grant as more specifically detailed in this MFRA. The parties mutually agree as follows:

I. DEFINITIONS. The following defined terms shall apply in this MFRA:

A. "Co-funder Contribution" is that portion of the Project Funds which each Co-funder has agreed to contribute to fund the Project under this MFRA, as detailed in Exhibit C.

B. "Cost Share" the portion of allowable costs that the sub-recipient, subcontractor, or third-party participant contributes toward completing the Foundation project. Cost share includes any non-federal cash and non-cash contributions from the sub-recipient and subcontractors, and non-federal cash contributions from participants. All Cost Share must meet Code of Federal Regulations (CFR) requirements in 2 CFR Part 215.23 or the requirement of OMB Circular A-102.24 as applicable.

C. "Foundation Contribution" is that portion of the Project Funds which the Foundation has agreed to contribute to fund the Project under this MFRA, as detailed in Exhibit C.

D. "IP" is all rights to copyrights, trademarks, service marks, patents, trade secrets, know how, and confidential information, including the right to enforce, divest, license, seek registration, prosecute infringers, and commercially or otherwise exploit such rights.

E. "PAC" is the Project Advisory Committee that consists of independent volunteers selected by the Foundation and Co-funders to provide technical review, assistance, and/or expertise related to the Project. The number of volunteers to serve on the PAC will be determined by the Foundation.

F. "Principal Investigator" is the Sub-recipient employee identified in Exhibit B, who is primarily responsible for ensuring that all terms and conditions of this MFRA are met and to whom the Foundation shall give all notices intended for the Sub-recipient.

G. "Project" is the work to be completed by the Sub-recipient, as described more specifically in the Project Proposal attached hereto as Exhibit A.

H. "Project Funds" is the aggregate maximum amount of cash award which the Foundation and the Co-funders have collectively agreed to provide to Sub-recipient to fund its performance of the Project pursuant to this MFRA.

I. "Project Proposal" is the final and written description of the project to be undertaken by Sub-recipient for which the Project Funds is granted and performance is monitored pursuant to this MFRA.

J. "Proposal Guidelines" is the Foundation's written guidelines, currently maintained at

http://waterrf.org/Research/Administration/ProposalGuidelines/Pages/default.aspx in which the procedures, criteria and requirements for eligibility, proposal, performance, administration, reporting, and other matters governing the proposal of and performance of a Project are set forth. The Proposal Guidelines were provided to the Sub-recipient prior to its submission of a Project Proposal, and its terms and requirements are incorporated in this MFRA by this reference. The terms "Deliverable", "Periodic Report", "Draft Report", and "Final Report" appearing in this MFRA shall have the definitions, and be governed by the requirements applicable thereto, as set forth in the Proposal Guidelines.

K. "Reports" are the Periodic Reports, Draft Report, and/or Final Report, collectively.

L. "Subcontractor" is any individual or entity identified by Sub-recipient in the Project Proposal as assisting in the performance of the Project under this MFRA.

M. "Work Product" is copyrightable works of authorship created by or on behalf of the Sub-recipient or its Subcontractors in the course of performing under this MFRA or the Project, including, without limitation, the Scope of Work, all Deliverables, Periodic Reports, Draft Reports, the Final Report, all interim drafts of the foregoing, and any computer software and related documentation developed under the Project.

II. GENERAL OBLIGATIONS OF THE PARTIES

A. The Sub-recipient.

1. The Sub-recipient agrees to complete the research, prepare written Reports, deliver the Deliverables to the Foundation, and perform such other functions, all in accordance with the schedules and other requirements set forth in the Exhibits and this MFRA. The Sub-recipient shall itself, and shall require all of its Subcontractors to, perform the Project and all other activities related thereto in full compliance with all laws, regulations, ordinances, and other requirements governing them.

2. Sub-recipient may not use Project Funds received under this MFRA as a match or cost-sharing vehicle to secure U.S. Federal monies or money from any other sources, unless otherwise expressly stated and fully disclosed in the Project Proposal. The Sub-recipient may not use any portion of the Project Funds for any purpose other than as detailed in the Project Proposal, and as is necessary to perform the Project.

3. All disbursements of Project Funds will be paid directly to Sub-recipient. Sub-recipient shall remain solely responsible for payment of its Subcontractors, and for procurement of all equipment, materials, and other resources necessary for performance of the Project hereunder.

B. The Co-funders. The Co-funders agree to pay their respective Co-funder Contribution in accordance with the terms and timelines in this MFRA. The Co-funders shall deliver their full Co-funder Contribution; by company check made payable to the Foundation, by no later than the Effective Date.

C. The Foundation. Provided that the Foundation has received the full Co-funder Contribution from each of the Co-funders by no later than the Effective Date, the Foundation will disburse the Project Funds to the Sub-recipient as detailed in this MFRA and Exhibit C. The Foundation's disbursement of the Project Funds shall be subject to the Foundation first having received full corresponding payment from all of the Co-funders, and may further be subject to the Foundation's receipt of its own funding from appropriate sources. In no event shall the Foundation be required to disburse the Co-funder Contribution if the Foundation itself has not received such same from Co-funders.

III. mailto:DISBURSEMENT OF PROJECT FUNDS

A. Advance Payment. All payments of the Project Funds will be disbursed by the Foundation directly to the Sub-recipient. Each disbursement shall be deemed to be made by the Foundation and the Co-funders in proportion to their relative contribution to the Project Funds. The Project Funds was determined on the basis of the budget submitted by the Sub-recipient, and set forth in Exhibit C. The Project Funds is a "not to exceed" amount and no payments in excess of such amount are authorized or required. Subject to the Foundation's prior receipt of the full amount of the Co-funder Contribution, following the Effective Date the Foundation will advance to the Sub-recipient 10% of the Project Funds. All subsequent disbursements of the Project Funds shall be governed by the requirements described in Section III.B below and in Exhibit C.

B. Invoicing and Payments.

1. Beginning three (3) months after the Effective Date, and every three (3) months thereafter during the term of this MFRA, Sub-recipient shall submit to the Foundation a detailed invoice itemizing the expenses actually incurred in the three (3) months prior to the invoice date by the Sub-recipient in the performance of the Project, and identifying all Cost Share and third party in-kind contributions as well as the contributing parties. The invoice shall be sent to the Project Coordinator identified in Exhibit B.

2. Each invoice should be displayed according to the budget line items in Exhibit A. All invoices must be submitted using the form attached in Exhibit D, must be on the Sub-recipient's letterhead, and must be sent to the Foundation's Project Coordinator identified in Exhibit B. Only out of pocket costs and expenses actually incurred by the Sub-recipient may be invoiced under this MFRA.

3. The Foundation will disburse Project Funds conditioned upon the Sub-recipient timely submitting Reports. No portion of the Project Funds will be disbursed by the Foundation unless and until the Foundation receives and accepts each corresponding invoice and Report. If the invoices and Reports are accepted, the Sub-recipient will be paid as follows:

   (a) The ten percent (10%) advance payment must be shown on all invoices, including the final invoice, as an advance payment received. Subject to the hold back provision below, invoices will be paid to the extent actual costs incurred exceed the advance payment.

(b) Regardless of the actual amounts invoiced, the Foundation will at all times during this MFRA hold back twenty percent (20%) of the Project Funds, and will only disburse same as follows: Ten percent (10%) of the Project Funds will be disbursed to the Sub-recipient when the Foundation receives and accepts the Draft Report. The remaining held back ten percent (10%) of the Project Funds will be disbursed to the Sub-recipient after the Sub-recipient has completely and adequately responded to editor queries on the Final Report, has made all revisions reasonably requested by the Foundation to finalize the Final Report, submitted a final invoice, and Exhibit E – Assignment of Copyright (if applicable).

(c) No conditions, notations, acknowledgements, comments, or terms other than the items required to be included and itemized on the Sub-recipient's invoice shall be binding on the Foundation.

(d) The Foundation may deduct amounts or withhold payments invoiced by the Sub-recipient if the Sub-recipient fails to comply with any Foundation standard and/or Federal Uniform Administrative Requirements of the Sub-recipient's cognitive agency.

IV. COMPLIANCE MONITORING

A. Financial Management System. The Sub-recipient shall maintain an accounting system and accurate and complete accounting records that, at a minimum but without limitation, allow for the identification, tracking, and verification of time based and reimbursable costs, expenses, Cost Share, in-kind contributions, invoiced items, and funding received, all in a manner that is segregated and allocable solely to performance of the Project. All costs incurred must be supported by original receipts and be made available to the Foundation upon request.

B. Cost Principles. The Sub-recipient represents and warrants that the budget disclosures included in the Project Proposal and presented to the Foundation was prepared by Sub-recipient in full compliance with the cost principles governing determination of reimbursable costs and expenses in Sub-recipient's type of organization. Sub-recipient shall throughout the Project, and in the preparation of every invoice, report, and maintenance of its accounting system, remain in compliance with the cost principles by which it is governed. It shall be Sub-recipient's obligation to determine and comply with its governing cost principles.

- State, local or Indian tribal government, 2 CFR 225.
- Non-profit Organization (NPO), 2 CFR 230.
- Institution of Higher Education, 2 CFR 220.
- Hospitals, 45 CFR 74 Appendix E.
- Commercial (For Profit) and selected Non-Profit Organizations 48 CFR 31.2.

C. Indirect Costs and Allocation of Costs:

1. If the Sub-recipient proposes to invoice for indirect costs, substantiation of those charges must be in compliance with the Foundation's "Guidelines for Solicited Proposals," which include compliance with the applicable cost principles referenced in Section IV.B.

D. Record Retention. Sub-recipient shall retain all records pertinent to this MFRA and the Project for at least three (3) years from the termination of this MFRA.

E. Audit and Monitoring.

1. The Sub-recipient's use of the Project Funds under this MFRA may be audited by the Foundation or its designee. Furthermore, the Foundation shall have the right to itself or through a designee visit the Sub-recipient premises to observe, review, and monitor the Sub-recipient's performance of the Project, as well as its application and use of the Project Funds. Accordingly, following a two (2) business day prior notice from the Foundation, the Sub-recipient shall provide the Foundation and its designee access to its premises, technical staff, supervisors, knowledgeable personnel, computer systems and databases, assistance, original documents, including those required to be maintained under this MFRA, and any information related to the Sub-recipient's use of the Project Funds and performance under this MFRA, to enable the Foundation's audit and monitoring. The Foundation's audit rights shall survive termination of this MFRA by three (3) years.

2. The Foundation will keep any of Sub-recipient's proprietary technical and/or scientific proposal information reviewed under this Section in confidence provided that such material is appropriately marked as "Confidential," was not already generally known to the public, is not required to be disclosed as a result of a legal proceeding, or applicable legal requirement, and was not already known to the Foundation or others without a confidentiality obligation.

3. Any deficiencies or non-compliance in Sub-recipient's systems, procedures, record keeping, finances, and performance of other obligations under this MFRA discovered in the audit, review or monitoring process, or discovered otherwise, may, at the Foundation's option, require Sub-recipient to take corrective action that has been detailed by the Sub-recipient and approved by the Foundation for the Sub-recipient to remedy the deficiency or noncompliance, or may result in the Foundation exercising its termination rights under Section VII below.

4. If the Foundation approves of the Sub-recipient's proposed corrective action plan, in connection with such approval it may require the Sub-recipient to submit additional periodic written verification that the corrective action plan has been implemented and continues to correct the targeted deficiencies and noncompliance. If the approved corrective action fails to correct the deficiencies within the time set by the Foundation in its sole discretion, the Foundation may exercise its termination rights under Section VII.

5. Nothing herein obligates the Foundation to accept or approve a corrective action or to forbear from exercising its right to terminate this MFRA. The Foundation's right to termination shall be in addition to all other rights and remedies available to it at law or in equity.

V. PROCUREMENT STANDARDS

A. Procurement Standards. It is an express requirement under the Proposal Guidelines and this MFRA that the Sub-recipient remain in compliance with the U.S. Federal standards for procurement as are outlined in the U.S. Federal Uniform Administrative Requirements applicable to Sub-recipient's organization type. These standards govern procedures for procurement of supplies, equipment, and other services for which cost is incurred in whole or in part under this MFRA. These standards include but are not limited to the following:

1. Sub-recipient procurement policies must adhere to the minimum standards applicable to its organization type;

2. Sub-recipient shall maintain and enforce with its officers, employees, and agents (including Subcontractors) a code of conduct designed to enhance goodwill, ethics, and compliance with laws while performing under this MFRA; and

3. Sub-contractor shall conduct all procurement transactions in a manner that maximizes open and free competition.

VI. IP RIGHTS AND PUBLICATION

A. Work Product.

1. The Foundation shall own all worldwide copyrights in all the Work Product including the Scope of Work, All Periodic Reports, All Draft Reports, the Final Report, and all drafts of these works and reports. Sub-recipient shall and hereby does assign exclusively to the Foundation all right, title, and interest in and to the Work Product and the copyrights embodied therein. The Sub-recipient may use without restrictions all data from the Work Product such as innovations, creations, processes, designs, methods, formulas, plans, technical data, and specifications.

2. The Sub-recipient represents, warrants and covenants that it has required and will continue to require all Subcontractors and other third parties that contribute in whole or in part to the Work Product to assign all copyrights therein exclusively to the Foundation. The Sub-recipient has acquired and shall acquire broad permission(s) to incorporate any third-party copyrighted materials into the Work Product, and to authorize the Foundation to modify, copy, distribute, publish, publicly present, publicly display, and create derivative works based thereon in connection with its exercise of ownership rights in the Work Product. The Sub-recipient shall utilize the Foundation's form located at http://waterrf.org/thefoundation/legal/Pages/MaterialUsePermissionRequest.aspx for securing the foregoing required permission for the Foundation. The Sub-recipient shall provide full ownership and license information for any such material, and the Foundation agrees to include appropriate third party copyright acknowledgements in the impacted Work Product.

3. The Foundation will provide each Co-funder and the Sub-recipient with five (5) hardcopies of the Final Report and a PDF which can be placed on their website. If the Final Report is published in a PDF file only, the Co-funders and the Sub-recipient will receive the Final Report in that format. The Work Product may not be copied, published, adapted, posted on an

intranet or website, or disclosed in any manner by the Sub-recipient, Co-funders or any Subcontractor or other third party except with the Foundation's prior written approval.

4. The Foundation hereby grants the Sub-recipient and Cofunders a royalty free, perpetual, irrevocable, world-wide, nonexclusive license, without the requirement for any accounting, to utilize Foundation's Intellectual Property solely for Educational Purposes.

B. Inventions and Patents.

1. All proprietary or patentable ideas, devices, methods, formulations, designs, and other inventions developed or conceived by or on behalf of the Sub-recipient in the course of performing under the Project, including, but not limited to, the right to apply for patent protection thereon (collectively, "Inventions"), shall remain the property of the Sub-recipient.

2. If the Sub-recipient decides to abandon its rights to the Inventions, or not to seek patent protection on its Inventions, or to abandon any pending patent application or patent issued on the Inventions, Sub-recipient shall notify the Foundation of the same and promptly assign all rights in the abandoned Inventions to the Foundation at its request.

3. Sub-recipient shall not withhold any information on or descriptions of Inventions, whether or not patentable, from Work Products or any Report. The Sub-recipient's rights in Inventions shall not limit, delay, restrict, or in any other manner interfere with the Foundation's right to own, publish, and exercise all other copyrights in the Work Product. If information contained in the Work Product owned by the Foundation is considered to be and is treated by the Sub-recipient as confidential information and/or trade secrets, the Sub-recipient shall be solely responsible for marking confidential portions of the Work Product as such, and may request that the Foundation reasonably delay, but in no event by more than one month, publication of a Work Product in order to allow the Sub-recipient to apply for patent protection on Inventions described in the Work Product.

4. All IP rights that were owned and developed by the Sub-recipient or third parties prior to the Effective Date and outside the scope of the Project (collectively, "Preexisting IP"), and which the Sub-recipient will use in the performance of the Project, or incorporate in whole or in part into any Deliverables, has been fully disclosed and identified by the Sub-recipient in the Project Proposal. The Sub-recipient represents and warrants that all Preexisting IP is used with full authorization and permission from its respective owner, and copies of such permissions and licenses shall be provided to the Foundation by the Effective Date. The Sub-recipient shall obtain all appropriate permissions on the Foundation's behalf to the extent necessary to enable the Foundation to exercise its ownership and publication rights in the Work Product, including the Final Report, such right shall be transferable, sublicenseable, and shall not be subject to any payment or other obligation on the part of the Foundation. Such agreements to procure rights for the Foundation shall be subject to the Foundation's prior approval, in its sole discretion.

5. The Sub-recipient hereby grants the Foundation a fully paid-up, royalty free, perpetual, irrevocable, world-wide, nonexclusive license, with the right to grant sublicenses, to utilize the Inventions and Preexisting IP for educational or other non-profit purposes.

C. Publication. As the owner of Work Product, all rights to publish, distribute, publicly perform, and publicly present the Reports belong solely to the Foundation. The Co-funders and Sub-recipient may publish or present based on the Work Product, in whole or in part, and only with the prior written permission of the Foundation, which may be withheld or conditioned at the Foundation's sole discretion. Any such request for permission from the Foundation must be made to the Foundation at least three (3) weeks prior to the requesting party's proposed date of publication or presentation based on any portion of the Work Product, and the request must be accompanied by copies of the proposed publication or presentation material. All copies of or presentations based on the Work Product authorized to be made by the Foundation shall furthermore conspicuously display the following notice:

Author, Title of Foundation Work
Copyright [year of publication]
Water Research Foundation Reproduced with permission

D. Acknowledgement. Any public presentation or publication by the Sub-recipient or Co-funders, including a student writing a thesis, dissertation, or report, based on the Inventions or any portion of the Work Product, if permitted by the Foundation, shall include a statement substantially as follows: *"HDR Engineering, Inc. gratefully acknowledges that the Water Research Foundation, Louisville Water company, Tulsa Municipal Utility Authority, San Jose Water Company, Madison Water Utility and City of Norman are co-funders of certain technical information upon which this publication [manuscript] [presentation] is based. HDR Engineering, Inc. thanks the Water Research Foundation, Louisville Water company, Tulsa Municipal Utility Authority, San Jose Water Company, Madison Water Utility and City of Norman for their financial, technical, and administrative assistance in funding the project through which this information was discovered."*

E. Return of IP. The Sub-recipient shall provide to the Foundation legible copies of all Work Product (including source and object code of any computer software program) and all Inventions abandoned by the Sub-recipient, and shall furthermore provide to the Foundation and Co-funders legible copies of all Preexisting IP, all within thirty (30) days of any party's delivery of a notice of termination hereunder, whether or not a cure period is provided. Further, at the same time, Sub-recipient shall provide copies and originals shall be delivered in whatever medium and format is reasonably designated by the Foundation. No further payments will be made unless the Sub-recipient fully complies with the foregoing requirements.

F. Originality. The Sub-recipient represents, warrants, and covenants that it, and its Subcontractors, are the sole creator(s) and originator(s) of all Work Product, Inventions, and Preexisting IP; none of those rights have been bargained, sold, encumbered, licensed or otherwise transferred to any other party in a manner that would limit or interfere with the requirements and covenants of the Sub-recipient under this MFRA. Further, the Sub-recipient shall ensure that no portion of this Project, including any portion completed by Subcontractors, infringes upon the IP rights of any other person or entity or violates the common law or statutory right, title, or interest of any person or entity. The Sub-recipient, shall execute and deliver to the Foundation, and shall cause its Subcontractors and agents to execute and deliver to the Foundation, all documents and instruments reasonably requested by the Foundation, including, without limitation, the Assignment of Copyright attached hereto as Exhibit E, to further evidence or memorialize the assignment of rights to the Foundation set forth in this MFRA.

VII. TERM AND TERMINATION

D. Term. This MFRA is effective as of the Effective Date, and shall continue for the duration of the Project, ending on the Foundation's delivery to the Sub-recipient of the final disbursement of the Project Funds in accordance with Section III.B above, and as further specified in Exhibit C. This MFRA may be terminated earlier for the following reasons:

1. The Foundation may terminate this MFRA by written notice to the other parties at any time in the event of a breach of this MFRA or any requirements of or timelines in the Project by the Sub-recipient or its agents following Sub-recipient's receipt of the Foundation's notice of breach, the opportunity to cure the breach and the failure to cure the breach.

2. The Foundation may terminate this MFRA effective immediately by written notice to the other parties in the event the Foundation after consultation with the Co-funders and the PAC reasonably determines that the Project is no longer feasible or its performance desired, or that if Sub-recipient is not likely to complete the requirements of the Project on time.

3. Co-funders may terminate this MFRA by a ninety (90) day prior written notice to the other parties if either the Sub-recipient or the Foundation materially breaches this MFRA.

4. Upon receipt of any written notice of termination, the Sub-recipient shall cease all work associated with this MFRA as of the date of receipt of the notice, but shall continue to prepare whatever reports, accounting statements, and invoices that are necessary to support receipt of any payments and deliver existing Work Product as required under the MFRA.

5. If the Sub-recipient, after reasonable consultation with the Foundation and sufficient exploration of other options and possible mutual agreements to amend this MFRA, determines that circumstances beyond its control prevent it from continuing the Project, the Sub-recipient may terminate this MFRA at any time by written notice to the Foundation.

6. Any change in legal requirements or entitlements which materially alter Sub-recipient's performance under this MFRA, or any change in the availability of funds to the Foundation, shall warrant good faith renegotiation of the provisions of this MFRA impacted by such change. If the parties cannot agree to an amendment to this MFRA, at the Foundation's option the Sub-recipient's performance of the Project may be suspended, or this MFRA may be terminated effective immediately by the Foundation's written notice.

7. If termination occurs under this Section, the Sub-recipient shall prepare and submit to the Foundation a final invoice and accounting of expended and non-cancellable funds as of the date of receipt of the notice of termination. Any portion of the Project Funds that was prepaid to the Sub-recipient but which remains unspent shall be returned to the Foundation with the final invoice. The Foundation shall pay any amount owed under the final invoice, if reasonably accepted by the Foundation, and shall return to the Co-funders any remaining and unspent funds in proportion to the Co-funder Contribution. The Sub-recipient shall be entitled to compensation for all satisfactory and authorized work completed as of the termination date, provided that all Work Product corresponding to the invoiced amounts have been delivered to the Foundation, and further provided that funds are available (i.e., a reduction in granted funds as stated above).

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VIII. DISPUTE RESOLUTION

A. In the event of a dispute between the Foundation and the Co-funders with respect to the Sub-recipient's performance, or other acts or omissions in performing the Project or under this MFRA, Foundation's final determination, following reasonable consultation with the PAC, shall govern.

B. All other disputes arising under this MFRA by or among the parties shall be resolved by binding arbitration unless otherwise prohibited by law. Such arbitration shall be conducted in accordance with the then effective rules of expedited commercial arbitration of the American Arbitration Association ("AAA") in Denver, Colorado U.S.A. There shall be one Arbitrator selected in accordance with such rules. The Arbitrator shall have subpoena powers. Any final binding determination issued by the Arbitrator shall be in writing within thirty (30) days of the final mediation session. Such written decision may be enforced in any court having proper jurisdiction.

XIV. STANDARD TERMS AND CONDITIONS

A. Survival. All terms which by their nature and intent are required to be performed after termination of this MFRA shall survive to the extent necessary to enable their fulfillment.

B. Quality Assurance. The Sub-recipient shall use professional efforts to require that all data and test results developed during the course of this MFRA and included, or relied upon, in the Final Report are accurate to the best of its knowledge, information, and belief. In the event the Sub-recipient obtains any data, test results, information derived from such data or test results, or other information to be included in the Project from water utilities or any Subcontractor, the Sub-recipient will utilize reasonable and customary efforts to provide the accuracy of the information obtained.

C. Co-funders' Review. The Co-funders shall have the right and reasonable opportunity prior to submission of the Final Report, to review the data, results and conclusions derived from the Project, and to correct or comment upon any discrepancies in the reviewed materials. The Sub-recipient shall be responsible for providing letters for review and execution by each Co-funder confirming that they have reviewed the submitted materials. Such confirmation letters, signed by each Co-funder, shall be submitted to the Foundation with the Final Report. If the Sub-recipient has made reasonable efforts but is not able to obtain signed confirmation letters, the Principal Investigator may submit a signed letter stating this fact and further stating that the Co-funders were provided reasonable opportunity to review and comment upon the materials as required.

D. Standard of Performance. At all times, all obligations performed by the Sub-recipient or by any Subcontractors pursuant to this MFRA shall be performed in a manner consistent with the professional standards governing such activities performed under similar circumstances at the same time and same location. Further, the Sub-recipient shall be responsible for, and shall hold harmless and indemnify the Foundation, Co-funders, and their officers, directors, affiliated organizations, employees, agents, and publisher, if any, from any and all liability, obligation, damage, loss, cost, claim, lawsuit, cause of action, or demand whatsoever of any kind or nature, including, but not limited to, reasonable attorneys' fees and costs, to the extent caused by (i) any negligent acts, errors or omissions of, the Sub-recipient, its officers, directors, Subcontractors, employees independent contractors, agents, or other related entities or individuals, (ii) any use or misuse of IP claimed to be owned by another, or (iii) any material breach of this MFRA by the Sub-recipient.

E. Governmental Entities. If the Sub-recipient or any Subcontractor is a governmental or quasi-governmental entity that is by law prohibited from indemnifying others the, Section XIV.D is modified to the extent that will impose the maximum available liability and responsibility on Sub-recipient. Sub-recipient shall require all parties involved in the performance of this MFRA that are not prohibited from indemnifying others to so indemnify the Foundation and the Co-funders through a written agreement acceptable to Foundation and the Co-funders.

F. Insurance. The Sub-recipient shall maintain a financially sound program of self-insurance or commercially purchased liability insurance covering unfair competition claims and all reckless, intentional, knowing, and negligent actions or omissions of any and all of Sub-recipient's officers, directors, employees, agents, and independent contractors and/or Subcontractors in the amount of one million dollars ($1,000,000.00). Proof of such insurance shall be presented to Foundation pursuant to the schedule detailed by Exhibit B and to the Co-funders upon request. The proof of insurance document shall clearly specify the Project by number and title on the insurance certificate.

G. Worker's Compensation. The Sub-recipient and all Subcontractors shall maintain Worker's Compensation Insurance which complies with the applicable state laws. Proof of such insurance shall be presented to Foundation pursuant to the schedule detailed by Exhibit B.

H. Authority. The individuals executing this MFRA on behalf of their respective parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MFRA on behalf of the entity for which they sign below.

I. Modifications: No provision, requirement, or term of this MFRA may be modified, supplemented or amended, nor may it be waived or discharged, except in writing, signed by all parties. A written waiver of a breach of one provision in this MFRA shall not operate as a waiver of a subsequent breach of the same provision.

1. Examples of items requiring Foundation's prior written approval include, but are not limited to, the following:

    - Deviations from the Project plan.
    - Change in scope or objective of the Project.
    - Change in a key person specified in the application.
    - The absence for more than three months or a 25% reduction in time by the principal investigator.
    - Need for additional funding.
    - Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
    - Any changes in budget line item(s) as described in Exhibit A of greater than ten percent (10%) of the total.

J. No Assignment. Neither party shall not assign this MFRA in whole or in part, including by operation of law, merger, reorganization, or change in ownership or control. Any unauthorized assignments shall be void.

K. Sub-Contracting: The Sub-recipient may only utilize Subcontractors under this MFRA that have been disclosed in the Project Plan and are pre-approved by the Foundation.

1. Sub-recipient shall require any and all Subcontractors to comply with all applicable and material terms of this MFRA prior to working on the Project in any manner. All obligations of the Sub-recipient apply equally to the Subcontractor(s). Sub-recipient shall at all times remain primarily responsible and liable to the Foundation and the Co-funders for the acts and omissions and performance of this MFRA by its Subcontractors.

2. Payment for services of any and all Subcontractors shall be the Sub-recipient's sole obligation and responsibility. The Sub-recipient hereby indemnifies and holds the Foundation and Co-funders harmless for any liability concerning such payment. In furtherance of the foregoing, and to safeguard the Foundation if Sub-recipient or any Subcontractors is legally prohibited from indemnifying others, Sub-recipient shall in all its Subcontractor agreements specify that the Foundation and Co-funders shall have no liability or obligation to the Subcontractor, and that the Subcontractor agrees to look solely to the Sub-recipient for payment and enforcement of its rights under its agreement with the Sub-recipient.

L. Integration. This MFRA, including all attachments hereto and the documents and requirements referenced herein, contains the entire understanding between the parties relating to this MFRA. This MFRA supersedes all prior and contemporaneous understandings, representations, negotiations, and agreements between the parties whether written or oral. In the event of a conflict between the terms of an Exhibit or other document referenced herein and this MFRA, the terms of this MFRA shall control.

M. Severability. The provisions of this MFRA shall be severable, and the invalidity, illegality or unenforceability of any provision of this MFRA shall not affect the validity or enforceability of any other provisions. If any provision of this MFRA is found to be invalid, illegal, or unenforceable, such provision shall be modified to the extent necessary to render it enforceable, and as modified, this MFRA shall remain in full force and effect.

N. Foundation Right of Approval. The Foundation and Co-funders shall have the right, in their sole discretion, to refuse to permit any employee of the Sub-recipient, or employee of an approved agent, assignee, or subcontractor of the Sub-recipient, to be located at a Foundation or Co-funders work location, or to provide services to the Foundation, Co-funders or their clientele pursuant to this MFRA.

O. Notices. Any notice, request, demand, or communication required or allowed under this MFRA shall be sent in writing to the addresses and contact information for the parties set forth in Exhibit B, and shall be deemed sufficiently given upon delivery, if delivered by hand (signed receipt obtained), or three (3) days after posting if properly addressed and sent certified mail return receipt requested, or upon receipt if sent via facsimile or email, if delivery can be confirmed by the sender. Notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later.

P. Captions for Convenience. All captions, fonts, underlining, or footers used in this MFRA are for convenience only and shall have no meaning in the interpretation or effect of this MFRA.

Q. Construction. This MFRA, and any and all amendments to it, shall not be construed against the drafter.

R. Force Majeure. None of the parties hereto will be liable for damages for any delay or default in performance during the term hereof if such delay or default is caused by conditions beyond its

control, including, but not limited to, acts of God, Government restrictions, continuing domestic or international problems such as wars, threats of terrorism, or insurrections, strikes, fires, floods, work stoppages and embargoes; provided, however, that any party will have the right to terminate this MFRA upon thirty (30) days prior written notice if another party's delay or default due to any of the above-mentioned causes continues for a period of two (2) months.

S. Limitation of Liability. IN NO EVENT SHALL THE FOUNDATION OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY OTHER PARTY, OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL OR EXPECTED PROFITS OR REVENUES, IN ANY WAY RELATING TO THIS MFRA, INCLUDING, WITHOUT LIMITATION, THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF IT HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, PRODUCTS LIABILITY OR OTHERWISE. IN NO EVENT SHALL THE FOUNDATION'S OR THE CO-FUNDERS' LIABILITY HEREUNDER EXCEED THEIR RESPECTIVE CONTRIBUTION ALREADY MADE UNDER THIS MFRA.

T. Applicable Law/Venue. This MFRA is written and shall be construed in accordance with and governed by the laws of Colorado unless U.S. Federal law applies. However, if legal action is taken against Sub-recipient and U.S. Federal or state laws which exist that govern Sub-recipient (as a quasi public or public entity) exclusively, this MFRA shall be construed and interpreted in accordance with such laws to the extent if such exclusivity. Any action under this MFRA must be brought in a Colorado State Court or U.S. Federal District Court located in Denver, Colorado.

U. Counterparts. This MFRA may be executed and delivered in counterparts, and by facsimile and email, and each shall be valid as if all parties had executed the same document.

V. Relationship. The parties are independent contractors, and no agency, employer-employee, partnership, or joint venture relationship is intended or created by this MFRA. No party shall have any right or authority to assume or create any obligation, commitment or responsibility for or on behalf of the others except as the other may expressly authorize in writing. No party shall be eligible to participate in another's benefit program. Sub-recipient shall be solely responsible for the performance and compensation of its employees, for withholding taxes and providing unemployment and other benefits.

W. Non Discrimination. In the performance of the services under this Agreement the Sub-recipient agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Sub-recipient further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

IN WITNESS WHEREOF, the parties have caused this MFRA to be signed and dated as shown below.

Water Research Foundation

By: Robert C. Renner, P.E., B.C.E.E.
Title: Executive Director

Date: _____

HDR Engineering, Inc.

By: Ken Lowrey
Title: Vice President

Date: _____

Water Research Foundation

By: Mary Messec Smith
Title: Research Manager

Date: _____

Above signed has read and understands the terms, conditions, and deliverables of this MFRA.

HDR Engineering, Inc.

By: Philip Brandhuber, Ph.D.
Title: Principal Investigator

Date: _____

Above signed has read and understands the terms, conditions, and deliverables of this MFRA.

Signature Page Instructions

1. Review document and have a duly authorized representative sign this page.
2. Only this signature page is required to be returned back to the Foundation.
3. Please return the executed signature page using **one** of the choices below:
   a. **Email** a scanned PDF to pfalor@WaterRF.org or,
   b. **Fax** a copy back to Peggy Falor at (303) 730-0851 or,
   c. **Mail** a copy back to Peggy Falor at Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, phone: (303) 734-3424
4. Do not return the entire agreement, only this signature page.
5. Please return no later than **ten (10) business days** from receipt.
6. The Foundation will email a PDF of this fully executed agreement to you for your files.

Title: Sources, Fate and Treatment of Hexavalent Chromium

CO-FUNDERS

Louisville Water Corporation

By: WR & Research Manager
Title: (Authorized Representative)

Date: 05/18/2012

Above signed has read and understands the terms, conditions, and deliverables of this MFRA.

San Jose Water Company

By: _____
Title: (Authorized Representative)

Date: _____

Above signed has read and understands the terms, conditions, and deliverables of this MFRA.

Madison Water Utility

By: _____
Title: (Authorized Representative)

Date: _____

Above signed has read and understands the terms, conditions, and deliverables of this MFRA.

City of Norman

By: _____
Title: (Authorized Representative)

Date: _____

Above signed has read and understands the terms, conditions, and deliverables of this MFRA.

Signature Page Instructions

1. Review document and have a duly authorized representative sign this page.
2. Only this signature page is required to be returned back to the Foundation.
3. Please return the executed signature page using **one** of the choices below:
   a. **Email** a scanned PDF to pfalor@WaterRF.org or,
   b. **Fax** a copy back to Peggy Falor at (303) 730-0851 or,
   c. **Mail** a copy back to Peggy Falor at Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, phone: (303) 734-3424
4. Do not return the entire agreement, only this signature page.
5. Please return no later than **ten (10) business days** from receipt.
6. The Foundation will email a PDF of this fully executed agreement to you for your files.

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 5/24/12

25-15

Title: Sources, Fate and Treatment of Hexavalent Chromium

CO-FUNDERS CONTINUED

Tulsa Metropolitan Utility Authority

_____
By: _____
Title: (Authorized Representative)

Date: _____

Above signed has read and understands the terms, conditions, and deliverables of this MFRA.

APPROVED AS TO SUBSTANCE:

_____ Date:_____
Water & Sewer Dept. Director

TULSA METROPOLITAN UTILITY AUTHORITY, a Public Trust

By:

_____ Date:_____
Chairman

ATTEST:

_____ Date:_____
Secretary

APPROVED AS TO FORM:

_____ Date:_____
Attorney for the Trust

Signature Page Instructions

1. Review document and have a duly authorized representative sign this page.
2. Only this signature page is required to be returned back to the Foundation.
3. Please return the executed signature page using **one** of the choices below:
   a. **Email** a scanned PDF to pfalor@WaterRF.org or,
   b. **Fax** a copy back to Peggy Falor at (303) 730-0851 or,
   c. **Mail** a copy back to Peggy Falor at Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, phone: (303) 734-3424

25-16

4. Do not return the entire agreement, only this signature page.
5. Please return no later than **ten (10) business days** from receipt.
6. The Foundation will email a PDF of this fully executed agreement to you for your files.

Exhibit A
Project 04449

Title: Sources, Fate and Treatment of Hexavalent Chromium

Project proposal & all subsequent correspondence.

Exhibit B
Project 04449

Title: Sources, Fate and Treatment of Hexavalent Chromium

TASK	**DUE DATE**
Begin Project	May15, 2012
Scope of Work	June 15, 2012
Participant presents Proof of Insurance(s) or Certificate of Self Insurance & Worker's Compensation Insurance	June15, 2012
Periodic 1 Report & Invoice	August 15,2012
Periodic 2 Report (incl. Technical Summary & Web Update) & Invoice	November 15, 2012
Periodic 3 Report & Invoice	February 15, 2013
Periodic 4 Report (incl. Technical Summary & Web Update) & Invoice	May 15, 2013
Periodic 5 Report & Invoice	August 15, 2013
Periodic 6 Report (incl. Technical Summary & Web Update) & Invoice	November 15, 2013
Periodic 7 Report & Invoice	February 15, 2014
Draft Report & Invoice	May 15, 2013
Final Report & Final Compensation	October 15, 2013
Letters of Confirmation for participating utilities	October 15, 2013
Complete & Submit Exhibit E – Assignment of Copyright	October 15, 2013
Project End & Foundation Publication Date	May 15, 2014

Note: Please submit one electronic copy of each Periodic Report, Draft & Final Report in MSWord format. For each report an invoice must be submitted for payment using Exhibit D – printed on your company letterhead.

Exhibit B
Project 04449
Continued

Foundation Key Contacts:

Project Management

- Mary Messec Smith, Research Manager, Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, Phone: (303) 347-6134, and Email: msmith@WaterRF.org.

Contract Administration

- Peggy Falor, Manager Research Program Services, Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, Phone: (303) 734-3424, and Email: pfalor@WaterRF.org.
- Gladys Preston, Project Coordinator, Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, Phone: (303) 347-6211, and Email: gpreston@WaterRF.org.

Sub-recipient Key Contacts:

Principal Investigator

- Philip Brandhuber, Ph.D., HDR Engineering, Inc., 303 E. 17th Ave., Suites 700 & 1000, Denver, CO 80203, Phone: (303) 860-7139 and Email: philip.brandhuber@hdrinc.com

Authorized Representative

- Ken Lowrey, Section Manager, HDR Engineering, Inc., 303 E. 17th Ave., Suites 700 & 1000, Denver, CO 80203, Phone: (303) 764-1567 and Email: ken.lowrey@hdrinc.com.

Accounting Contact

- Ben Taggett, HDR Engineering, Inc., 303 E. 17th Ave., Suites 700 & 1000, Denver, CO 80203, Phone: (303)764-1542 and Email: benjamin.taggett@hdrinc.com.

Co-funder(s) Contact:

- Rengao Song, Ph.D., Manager of Water Quality and Research, Louisville Water Company, 550 S. Third Street, Louisville, KY 40202, Phone: (502) 569-0880 and Email: rsong@lwcky.com.
- Francois Rodigari, Director of Water Quality and Environmental Compliance, San Jose Water Company, 110 W. Taylor Street, San Jose, CA 95110, Phone: (408) 279-7818 and Email: francois_rodigari@sjwater.com.
- Roy W. Foster, Manager, Water Quality Assurance Section, Tulsa Metropolitan Utility Authority, City of Tulsa Public Works, 175 E. 2nd Street., Suite 890, Tulsa, OK 74103, Phone: (918) 596-1344 and Email: RFOSTER@cityoftulsa.org.
- Tom Heikkinen, General Manager, Madison Water Utility, 119 E. Olin Ave., Madison, WI 53713-1431, Phone: (608) 266-4651, Fax: (608) 266-4426 and Email: theikkinen@cityofmadison.com.
- Steve Lewis, City Manager, Norman Water Department, 201 W. Gray, P.O. Box 370, Norman, OK, 73069, Phone: (405) 366-5402 and Email: Steve.lewis@normanok.gov.
- Ken Komiske, Norman Water Department, 201 W. Gray, P.O. Box 370, Norman, OK, 73069, Phone: (405) 366-5402 and Email: Ken.Komiske@normanok.gov.

Each party shall provide written notice of changes in contact persons, addresses, telephone, fax, and email addresses. The Principal Investigator, Co-Principal Investigator, or any Subcontractor may only be changed with the prior written approval of the Foundation.

BUDGET SUMMARY

Exhibit C
04449

Contractor: HDR Engineering, Inc.
303 E. 17th Ave., Suites 700 & 1000
Denver, CO 80203

This MFRA shall be effective from **<date>** and shall end on ***<date>*** detailed in Exhibit B. Neither the Foundation nor the Co-funders shall have any obligation for payment of invoices for costs incurred by the Sub-recipient after the foregoing end date.

The Foundation and the Co-funders agree to provide aggregate Project Funds to the Sub-recipient in an amount not to exceed three hundred eighty thousand US dollars ($380,000.00) for the completion of this MFRA. The Foundation Contribution and the Co-funders Contribution are as detailed below. The Sub-recipient agrees to contribute zero US dollars ($0) in Cost Share and one hundred thirty-eight thousand nine hundred seventy-five US dollars ($138,975.00) in in-kind contributions as detailed below. The total budget for the Project is five hundred eighteen thousand, nine hundred and seventy-five US dollars ($518,975.00).

Payments to the Sub-recipient will be issued to the Sub-recipient organization and mailed to the address shown in the first paragraph and shown above of this funding agreement unless otherwise noted below:

Ben Taggett Phone: (303) 764-1527 Fax: (303) 860-7139	303 E. 17th Ave., Suites 700 & 1000 Denver, CO 80203

ORGANIZATION	Award Amount	Cost Share	In-Kind Amount
Co-funders (or Sponsor) Contribution			
Louisville Water Company	$50,000.00	$0.00	$40,000.00
Tulsa Municipal Utility Authority	$50,000.00	$0.00	$11,215.00
San Jose Water Company	$50,000.00	$0.00	$45,360.00
Madison Water Utility	$20,000.00	$0.00	$30,400.00
City of Norman	$50,000.00	$0.00	$12,000.00
Sub-recipient			
HDR Engineering, Inc.	$0.00	$0.00	$0.00
Water Research Foundation	$160,000.00	$0.00	$0.00
TOTALS	$380,000.00	$0.00	$138,975.00
Total Project Budget $518,975.00			

Project Funds: not to exceed $380,000.00
10% of Project Funds advanced on or following Effective Date: $38,000.00
Amount due upon the Foundation's acceptance of Draft Report: $38,000.00

25-20

Amount due upon the Foundation's acceptance of the Final Report and final invoice: $38,000.00

Title: Sources, Fate and Treatment of Hexavalent Chromium

Exhibit D – Invoice Form

For access to the Water Research Foundation website please see:
http://www.waterrf.org

To download Exhibit D – Invoice Form please see the Foundation's website:
http://waterrf.org/Research/Administration/ContractMaterials/ContractMaterials/Invoice_ExhibitD.pdf

Title: Sources, Fate and Treatment of Hexavalent Chromium

Assignment of Interest in Copyrighted Works

Whereas, _____ whose address is _____ ["Assignor"] makes this assignment having full ownership and authority to make such assignment [or being authorized to make such assignment by _____ _____].

Whereas, Assignor has created and authored the original, tangible expressions of ideas described as follows: _____ _____ (hereafter the "Works"); and

Whereas, the Assignor warrants and represents to own all right, title and interest in and to the Works, including the copyright; and

Whereas, the Water Research Foundation (Foundation) whose principal place of business is located at 6666 W. Quincy Avenue, Denver, Colorado 80235 U.S.A.["Assignee"] is desirous of obtaining all rights in and to the Works, including the copyright.

NOW, THEREFORE, in return for grants provided to Assignor by Assignee for research, said Assignor does hereby assign unto the said Assignee all world-wide right, title and interest in and to the said Works, including the right to transfer any registration of copyright, or file application for copyright registration for such Works as Owner.

By: Date	Approved and authorized individual by Date
Title For	Title for Legal Department For
Assignor Name/Entity	Assignor Name/Entity

State of _____ }
} ss
County of _____ }

On this _____ day of _____, 201_, _____ [Assignor or authorized agent] appeared before me, the person who signed this instrument, and of his/her own free will executed this document [on behalf of the identified corporation or other entity with authority to do so].

_____
Notary Public Comm'n. Exp.

CHROMIUM 6 MANAGEMENT WORKING GROUP
COMMITTEE MEETING

CONFERENCE ROOM – MUNICIPAL BUILDING
201 WEST GRAY

TUESDAY, JANUARY 17, 2012

4:00 P.M.

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 17th day of January, 2012, at 4:00 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 Dillingham, Griffith, Kovach, Mayor Rosenthal
TARDY	None
STAFF PRESENT:	Mark Daniels, Utilities Engineer Ken Komiske, Utilities Director * Steve Lewis, City Manager Chris Mattingly, Water Treatment Superintendent Shawn O'Leary, Public Works Director
OTHERS PRESENT:	Mary Mach, Garver Engineers

* Ken Komiske, Utilities Director arrived at approximately 4:20 pm following a meeting with ODEQ/COMCD/others on Lake Thunderbird TMDL project

City Manager Lewis opened the meeting and suggested Item 2 be considered first since Mr. Komiske was on his way from another meeting.

ITEM 2: REPORT ON THE CITY'S EFFORTS TO UPDATE THE STRATEGIC WATER SUPPLY PLAN.

Mr. Mark Daniels, Utilities Engineer, indicated Carollo Engineers, teamed with local office of Tetratech, was selected to prepare the 2060 Strategic Water Supply Plan (Plan) and negotiations were on-going. Mr. Daniels indicated Carollo's emphases on conservation/reuse as well as their expertise on the chromium issue were factors in their selection. Mr. Daniels indicated he hoped to bring a contract forward for Council's consideration on their February 14, 2012.

Mr. Daniels provided a brief overview of the proposed scope of the Plan as submitted to consultants. He emphasized a review of the previous plan alternatives with a fresh look at the Canadian River and reservoirs in SE Oklahoma, as well as consideration of Kaw Reservoir and other potential reservoirs such as Scissortail, Parker and Tate Mountain. He indicated water conservation/reuse would be studied with the potential for modifying per capita flows in projections for water supply needs.

Mr. Daniels noted an important part of the study dealt with the chromium issue and potential reduction in the current 100 parts per billion (ppb) maximum contaminant level (MCL) for chromium. He indicated the

consultant would evaluate blending and treatment possibilities for two treatment levels for chromium, possibly for MCL's of 20 and less than 10 ppb. He mentioned the ongoing study of the Garber Wellington aquifer and the potential reduction of yield for the aquifer.

Councilmember Kovach commented that the Plan should examine any potential sources suggested by the public at the water meetings held prior to the last water rate vote. He emphasized a proposed reservoir on the Canadian River and a second reservoir downstream of Lake Thunderbird dam. Mr. Daniels indicated these sources would be considered.

Mayor Rosenthal agreed that the Plan should examine the effect of water conservation on per capita water demand and possible ramifications of various levels of reduced per capita consumption. Range of reduced consumption might be as high as 25%.

Councilmember Dillingham agreed and felt sensitivity analysis based on assumed reductions in water use for conservation and for reuse of wastewater effluent for irrigation might affect water demand in the future. She was also concerned that tribal water rights and the risk of water supply sources impacted by tribal water rights be considered in the analysis.

Mr. Lewis added Kathryn Walker, Assistant City Attorney, is tracking the status of tribal water rights in Oklahoma.

The Management Committee felt the public input/public education aspects of the project were very important. Mr. Daniels noted public input would be solicited and the results provided to the Norman Utilities Authority (NUA) at public meetings but, if desired, a public education component could be added by amendment at completion of the study.

Councilmember Kovach was concerned that related studies by the United States Geological Survey (USGS) (Garber Wellington Study) and Central Oklahoma Master Conservancy District (COMCD) (Lake Thunderbird Augmentation) ongoing concurrently with the Plan might not be complete within the proposed nine month time frame and that the Plan might not include those findings. Mr. Daniels indicated he hoped they would be complete and included in the Plan.

ITEM 1: UPDATE ON U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) AND CHROMIUM 6 REGULATIONS.

Daniels indicated that EPA projected that the toxicity assessment should be complete by the end of 2012 followed by promulgation of the proposed MCL for chromium within six months. The proposed MCL would likely be finalized within 18 months or about two years from completion of the toxicity assessment. Water systems then normally have three years to comply with the new MCL.

Mr. Lewis indicated these timeframes could be compressed and suggested that we post a summary of the EPA response on our website. The committee agreed.

ITEM 3: PROPOSED CHROMIUM 6 COLLABORATIVE AGREEMENT WITH WATER RESEARCH FOUNDATION (WRF).

Komiske discussed the proposed contract for $50,000 with Water Research Foundation (WRF) to participate with other municipalities and WRF in a nationwide study of the chromium 6 issue. WRF will match member cities contributions with their monies up to $175,000. The NUA contribution would not be matched, as we are not a member of WRF. However, WRF planned to perform a pilot study in Norman

utilizing various methodologies for removal of chromium. This data would be very important in implementation of our Strategic Water Plan.

Councilmember Kovach questioned how this study compared to the Strategic Water Supply Plan and that we might be paying twice for the same information. Mr. Komiske said the pilot study will test the effectiveness of known chromium removal technologies on the Norman water supply to determine which technology is the best fit for Norman.

Mr. Komiske indicated the WRF study would not really begin until the initial recommendations of the Water Plan were complete in late fall 2012.

Mayor Rosenthal said considering the on-site pilot testing, it seemed like the $50,000 would be well spent.

Mr. Komiske indicated a presentation on the WRF study could be made at a Council Study session if desired.

The meeting adjourned at 4:50 pm.

City of Norman, OK

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

Master

File Number: K-1112-121 Final

File ID:	K-1112-121 Final	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 26	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**		**File Created:**	05/16/2012
File Name:	Final K-1112-121 Rotary Sport Field Lighting			**Final Action:**	

Title: CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-1112-121 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SHAWNEE LIGHTING SYSTEMS, INC., FOR THE ROTARY SPORTS FIELD LIGHTING UPGRADE PROJECT.

ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of $3,437.95 to Shawnee Lighting Systems, Inc.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 26

Attachments: Text File Final Acceptance K-1112-121, Purchase Order Shawnee Lighting

Project Manager: Mitch Miles, Park Planner

Entered by: suzanne.terry@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-1112-121 Final

Body

BACKGROUND: On 8 May 2012, City Council approved Contract Number K-1112-121 for the Rotary Park Sports Field Lighting Upgrade Project for the Park and Recreation Department. The project included the removal and replacement of the existing sports field lighting to provide better illumination and energy-efficiency.

The low bid approved by City Council was submitted by Shawnee Lighting Systems, Inc. in the amount of $68,759.

DISCUSSION: On 16 May 2012, Parks and Recreation staff inspected the project, found it to be complete as per specifications, issued a partial payment and recommends accepting the project as complete. The project was also inspected by the City's electrical inspector and found to be complete.

RECOMMENDATION: It is recommended that City Council accept this project as complete and authorize final payment in the amount of $3,437.95 to Shawnee Lighting Systems, Inc. Funding is available in Project No. PR0095, Rotary Park Improvement Project, Construction (050-9618-452.61-01)

PURCHASE ORDER

The City of NORMAN

INVOICE TO:
City of Norman
PARKS AND RECREATION
201-C WEST GRAY STREET
NORMAN, OK 73070

P.O. #: 215475

DATE: 05/03/12

VENDOR #
1856

SHAWNEE LIGHTING SYSTEMS INC
P O BOX 1146
SHAWNEE, OK 74802-1146

SHIP TO:
City of Norman
PARKS AND RECREATION
201-C WEST GRAY STREET
NORMAN, OK 73070

DELIVER BY:	SHIP VIA:	F.O.B.	TERMS
04/30/12	BEST WAY	DESTINATION	NET/30

CONFIRM BY

FREIGHT

ACCOUNT NO.
0509618452610 1

REQUISITIONED BY
TERRY-FOSTER

REQ. NO. 200483

REQ. DATE 04/30/12

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	68759.00	EA	ROTARY SPORTS FIELD LIGHTING, RFP#1112-51 CONFIRMING RFP#1112-51, COUNCIL 5-8-2012 VENDOR ITEM NO.- COUNCIL 5-8-2012	1.0000	68759.00

SUB-TOTAL	68759.00
TOTAL	68759.00

5-10-12 Receipted invoice #11954 - 95% 65321.00

Balance 3437.00

City of Norman, OK

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

Master

File Number: K-1112-123

File ID:	K-1112-123	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 27	**In Control:**	City Council
Department:	Police Department	**Cost:**		**File Created:**	05/23/2012
File Name:	E.F. Johnson Contract for testing radio equipment			**Final Action:**	

Title: CONTRACT NO. K-1112-123: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND E.F. JOHNSON COMPANY TO ASSIST IN THE BETA TEST PROGRAM IN A LIVE ENVIRONMENT OF SIX (6) NEW PORTABLE HAND-HELD RADIOS RECENTLY RELEASED ON THE MARKET AT NO COST TO THE CITY.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-123 with E.F. Johnson Company; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 27

Attachments: Beta Test Agreement.pdf

Project Manager: Lance Terry, Communications Center Supervisor

Entered by: kathy.lamar@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-1112-123

Body

BACKGROUND: The City of Norman (City) has been utilizing E.F. Johnson Company (EFJ) equipment since 2005. Since that time, the majority of the radio system subscribers have been upgraded to EFJ products. The company is based out of Dallas, Texas, and the City of Norman has been partnering with them on several issues related to the radio system and how their radio products work on the system. The City has made several recommendations to their products in the past and EFJ has taken those recommendations and modified their products accordingly.

DISCUSSION: EFJ is releasing a new portable (handheld) radio into the market. The portable is a public safety radio designed for severe usage. Due to the past partnerships that EFJ and the City have

developed over the last few years, EFJ and the City would like to enter into a formal agreement to test their latest handheld radio in a live environment. EFJ will provide six (6) portable radios to be tested on the City's radio system. The Beta Test Agreement is at no cost to the City and the City will not receive monetary reimbursement for our role in the testing. The City will provide training, monitoring, and feedback to those using the radios. At the end of the testing, the radios will be returned to EFJ. The City will not be responsible for damage to the radios that are provided for testing.

This partnership to test the new radios will assist the City in having a better understanding of the new radio. It will also allow the City to provide input in the way the radios will operate on the City's radio system. Having the opportunity to gain knowledge and providing input from the ground level of development will allow the City's public safety responders to better utilize the radio equipment. Better equipment will assist in a safer and more efficient responder. The City feels that these benefits exceed the minimal time and effort that will be needed for the testing.

RECOMMENDATION: It is recommended that the City enter into an agreement with E.F. Johnson Company to assist in the Beta Test Program.

BETA TEST AGREEMENT

This Beta Test Agreement ("Agreement") is between E.F. Johnson Company, a Minnesota corporation ("EFJ"), and the City of Norman, Oklahoma ("CITY" or "Beta Customer") (individually referred to as "party" and collectively referred to as the "parties").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Beta Test Program.

I The parties agree and acknowledge that the purpose of the Agreement, and the Beta Test Program further defined in Appendix 1 and incorporated herein, is to allow the Beta Customer from time-to-time to use, evaluate and test in the Beta Customer's operational environments and system configurations, proprietary HARDWARE, SOFTWARE, and/or DOCUMENTATION (collectively referred herein as "Beta Product(s)") designed and developed by EFJohnson but not generally available. Testing will be conducted in accordance with the respective Beta Site Test Plan ("BSTP") issued to the Beta Customer prior to testing pursuant to this Agreement.

2. Feedback. In consideration for receiving a copy of the Beta Product for testing, Beta Customer agrees to provide EFJ feedback outlined in Appendix 1, and including informing EFJ of all problems and ideas for enhancements, if any, which come to Beta Customer's attention during the term of this Agreement, and hereby assigns to EFJ all right, title and interest to such ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

3. Term and Termination. This Agreement shall remain in force for two (2) years, unless terminated by either party on thirty (30) days' written notice. Either party may terminate a particular test, and the applicable Product Test Agreement entered into by the parties, in its own discretion, upon ten (10) days' written notice. Upon termination of a particular test or this Agreement, affected products shall then be promptly returned by the Beta Customer.

4. Beta Products. EFJ grants to Beta Customer, subject to the provisions of this Agreement (including all Addenda provided by EFJ to Beta Customer prior to the Beta Test), the following rights to use the Beta Products during the term specified in the BSTP, at the specific location(s) identified in the BSTP.

4.1 Hardware. EFJ grants to Beta Customer, for Beta test purposes only, a non-transferable right to use the HARDWARE in accordance with the terms of this Agreement and the applicable BSTP. EFJ also grants to ___ Beta Customer a non-transferable and non-exclusive right to use firmware or microcode embodied as part of the HARDWARE, or any portion thereof, in accordance with this Agreement and the BSTP only with the HARDWARE on which it resides as provided by EFJ.

4.2 Software. EFJ hereby grants and Beta Customer accepts a nonexclusive, nontransferable license (the "Test License") to use software products delivered under this Agreement, for testing purposes only. Beta Customer agrees not to make copies of any such software products, except as allowed by written permission of EFJ. Title to any copies made shall vest in EFJ. The Test License is granted without charge to Beta Customer, and is effective for software products while being tested under applicable Product Test Agreements. All property rights in EFJ software are reserved to EFJ.

4.3 Documentation. EFJ grants to Beta Customer a non-transferable and non-exclusive license to use the DOCUMENTATION solely in connection with the Beta Test. DOCUMENTATION shall mean printed material describing the function or use of the HARDWARE, SOFTWARE and/or DATA furnished under this Agreement.

5. Warranty Disclaimer. Any products furnished under this Agreement are test products for the purpose of evaluation only and may contain defects, either patent or latent. Valuable data of EFJ should be protected accordingly.

ALL BETA PRODUCTS ARE PROVIDED AS IS. EFJ DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ANY BETA PRODUCTS DELIVERED UNDER THIS AGREEMENT.

6. Limitation of Liability. In no event shall EFJ have any liability (whether in contract, tort (including negligence), strict or product liability, or otherwise) for any damages for lost profits, loss of use, business interruption, lost or damaged files or data, or for any special, incidental, or consequential damages, even if EFJ has been advised of the possibility of such damages. EFJ's liability for damages, from any cause whatsoever, and regardless of the form of action (including those forms listed above), will be limited to the actual damages proven, in no event to exceed $500.00.

7. Rights in Information. EFJ is under no obligation to incorporate any changes, suggestions, or comments into any product, and CITY waives any interest in any information supplied by it to EFJ, in connection with a test.

Beta Customer acknowledges that EFJ claims a copyright in its software products and in all product manuals and documentation.

8. Basic Test and Confidentiality Agreement. Beta Customer agrees to install and test such Beta Products as are delivered to it under this Agreement, at the sites designated in the applicable Product Test Agreements, according to the requirements of the Beta Test Plan in Appendix 3 and to deliver test reports as agreed upon. Individual Beta Site Test Plan(s) ("BSTP(s)") developed by EFJ and conducted by Beta Customer pursuant to the terms of this Agreement shall specify the actual HARDWARE, SOFTWARE, DATA, and/or DOCUMENTATION for each Beta Test in the applicable BSTP.

Beta Customer acknowledges that any Beta Products delivered under this Agreement have not been publicly released.

Beta Customer agrees to keep confidential any information, test results, or product designated by EFJ as confidential ("Confidential Material"), which is delivered to it under this Agreement, in accordance with the Non-Disclosure Agreement entered into by the parties on Beta Customer.

Beta Customer also agrees (i) to inform its employees of the confidentiality requirements regarding Beta Products under this Agreement; and (ii) not to reproduce, disassemble, decompile, reverse engineer, or translate any Beta Products delivered under this Agreement, unless granted express permission by EFJ.

Beta Customer agrees that Confidential Material under this Agreement shall only be used for the purposes contemplated herein.

9. Return of Products. Beta Customer agrees that at the end of a test period as defined in the BSPT, all affected Beta Products will be promptly returned to EFJ at Beta Customer's expense, unless other provisions have been agreed upon either in a Product Test Agreement or in documentation subsequent to.

10. General Provisions.

10.1 Export. Beta Customer hereby assures EFJ that it does not intend to, and will not knowingly, transmit any product subject to this Agreement, directly or indirectly, outside the United States, without (i) the express prior written consent of EFJ and (ii) compliance with all applicable US export laws and regulations, including the Export Administration Act of 1979 and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act, and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control

10.2 No Rights Transferred. This Agreement shall not serve to transfer any right, title or interest in the Beta Products or documentation except as specifically set forth herein.

10.3 Notice. All notices which either party hereto is required or may desire to give to the other shall be given or made, to the respective individuals below, at the addresses set forth hereof, or at such other address or addresses as may be designated in writing by a party to the notice provisions hereof. All communications may be delivered by facsimile or other electronic transmission with a hard copy mailed the same day or by Federal Express or other overnight courier delivery and shall be deemed given when sent.

EFJ:
Attn: Vice President, Marketing
1440 Corporate Drive
Irving, TX 75038

Tel: (972) 819-0700
Fax: (972) 819-0639

City of Norman, Oklahoma:
Attn:
201-B West Gray
Norman, OK 73070

Tel:
Fax:

With a copy of legal notices to:

Attn: General Counsel
1440 Corporate Drive
Irving, TX 75038

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties relative to the subject matter hereof, and supersedes all prior negotiations, understandings, agreements and proposed agreements, written or oral. Each party acknowledges that no party hereto or director, officer, employee, agent or attorney therefore, or any other party, has made any promise, representation or warranty not contained herein to induce the other party to execute or perform this Agreement.

10.5 Amendment. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated in any manner other than provided by herein, or by an instrument is writing, signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

10.6 Non Waiver. No failure, forbearance, negligence or delay of any kind or extent on the part of any party hereto in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish the party's right to strictly enforce or take full benefit for each provision of this Agreement at any time, whether at law for damages, in equity for injunctive relief for specific performance or otherwise. No custom, usage, concession or practice with regard to this Agreement shall preclude, at any time, strict enforcement of this Agreement in accordance with its literal terms. No waiver by any party of performance of any provision of this Agreement shall constitute or be implied as a waiver of such party's right to enforce such provision at any future time.

10.7 Governing Law. All questions concerning the validity, operation, interpretation and construction of this Agreement shall be governed by, and determined in accordance with the internal laws of the State of Texas, without regard to conflicts of law provisions.

10.8 Order of Precedence. If there is a conflict between the documents applicable to this Agreement, the order of precedence for resolving the conflict is (in descending order): (i) this Agreement; and (ii) the Appendices to this Agreement.

IN WITNESS WHEREOF, the parties have approved the agreement and authorized signatures below as of the dates there set out.

City of Norman

Approved as to the form and legality this _____ day of _____, 2012

Assistant City Attorney

Approved by the City of Norman this _____ day of _____, 2012

Attest:

_____
City Clerk

_____
Mayor

E.F. Johnson:

E.F. Johnson Company:

By: _____
Name: Timi Jackson
Title: Corporate Counsel

Date: May 2, 2012

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Appendix 1

The Beta Test Program:

1. Is designed to meet the needs of EFJ's development team while providing the latest software and hardware improvements to Beta Customer to ensure that Beta Customer's products are maintained and kept up-to-date with the most current version of EFJ's market released product configurations as they apply to Beta Customer's current and intended operational environment over the length of the test cycle. The current operational environment is defined in Appendix 2.

2. Provides the framework for EFJ and Beta Customer to engage in the testing of EFJ's Beta Products in Beta Customer's intended operational environments and system configurations that may not be adequately characterized in laboratory or product development environment.

3. Assists EFJ in identifying operational characteristics that may be enhanced or correct any unforeseen issues that will not allow the product to meet its documented performance requirements.

As such, Beta Customer will:

1. Take an active role in testing the functionality as delivered in the products' initial product release as defined in the Factory Acceptance Test Plan.

2. Support the testing of new candidate software and hardware that may provide enhanced or new functionality intended for future versions of EFJ products.

3. Report bugs while using current and new release-candidate software and hardware in their intended operational environments.

4. Support EFJ's market and product promotion programs. All pictures, quotes or statements that include City of Norman Personnel will be approved by the City before being published in any document. The Norman Chief of Police, Keith Humphrey or his designee will be the approval authority for the City.

5. Test the product for the minimum durations needed to complete a full set of operational testing for each new candidate hardware and software configuration.

6. Provide site access and make best efforts to support the installation and provisioning of candidate hardware and software configurations within 1 week of receipt or as mutually agreed.

7. Retest defects with product refresh software and hardware.

8. Participate in regular conference calls, as agreed.

9. Answer survey questions, as agreed.

10. Provide overall feedback to development on reliability, stability, and product readiness of product for marketplace.

11. Provide feedback regarding product documentation and help systems.

12. Make the system available to EFJ for engineering evaluation and limited marketing purposes.

In recognition of the Beta Customer's efforts to support the improvement of EFJ's products, EFJ will:

1. Support the Beta Customer's network system design to the extent that it is compatible with EFJ's products and end point specifications.

2. Help resolve installation issues.

3. Specify functionality of candidate release software and hardware to be tested.

4. Provide draft versions of supporting documentation including installation and administration guides.

5. Provide a Beta Site Test Plan to guide the functional testing of the candidate release software and hardware.

6. Provide test support provided by the nominated developer or support personnel.

7. Provide a listing of key EFJ personnel involved in the Beta test cycle, their roles and contact information.

6. After successful conclusion of the Best Test Program, provide copies of the general release software, licenses and documentation at no charge.

Appendix 2

Beta Testing Objective - Improve the Quality of the Viking Radio

Test Scenarios

The following aspects of the radio shall be exercised in normal day to day customer usage scenarios:

- User Interface Displays (Gather user feedback for radios in holsters and hand carried)
- Front Display
- Readability in normal working conditions consider the readability in the following conditions
  - Front Display Daytime use (indoors)
  - Front Display Daytime use (outdoors)
  - Front Display Nighttime use (indoors)
  - Front Display Nighttime use (outdoors)
  - Top Display Daytime use (indoors)
  - Top Display Daytime use (outdoors)
  - Top Display Nighttime use (indoors)
  - Top Display Nighttime use (outdoors)
- Backlight Color and Intensity consider the readability in the following conditions
  - Front Display Daytime use (indoors)
  - Front Display Daytime use (outdoors)
  - Front Display Nighttime use (indoors)
  - Front Display Nighttime use (outdoors)
  - Top Display Daytime use (indoors)
  - Top Display Daytime use (outdoors)
  - Top Display Nighttime use (indoors)
  - Top Display Nighttime use (outdoors)
- Radio interface
  - Emergency Button Press
  - Option Button #1 Press
  - Option Button #2 Press
  - Option Button #3 Press
  - PTT Button Press
  - Navigation Button
  - Menu interface as determined by Customer programming
  - Volume Control
  - Ease of accessibility to control knob
  - Volume Control User Feedback
  - Volume Control Linearity
  - Volume Control Accessibility
  - Hand Held Radio
  - Holstered Radio
  - Power on/Power off User Feedback
- Zone Select Ring
  - Daytime use:Visibility of Zone Indicators
  - Daytime use:Zone Select User Feedback
  - Nighttime use:Visibility of Zone Indicators
  - Nighttime use:Zone Select User Feedback
- Channel Select Knob
  - Daytime use:Visibility of Channel Indicators
  - Daytime use:Channel Select User Feedback
  - Nighttime use:Visibility of Channel Indicators
  - Nighttime use:Channel Select User Feedback
- Speaker Microphone Interface
  - Emergency Button Press
  - PTT Button Press

- Battery
  - Discharge Time
  - Installing and Removing the battery
  - Accuracy of Battery Fuel Gauge
- Charger
  - Charge Time
  - Size of Charger
  - Radio to Charger interface
- Audio (consider both the transmission of information to Dispatch, receiving information from Dispatch, Portable to Portable and Mobile to Portable.)
  - Set at minimum volume: fidelity of sound
  - Set at minimum volume: appropriate level of sound
  - Set at normal volume: fidelity of sound
  - Set at normal volume: appropriate level of sound
  - Set at maximum volume:fidelity of sound
  - Set at maximum volume:appropriate level of sound
  - Noisy environment: fidelity of sound
  - Noisy environment: appropriate level of sound
- Radio Coverage Performance
  - Radio reception of dispatch/mobile/portable messages:
    - Outdoors
    - In buildings at ground level
    - In buildings above ground level
    - In buildings below ground level
    - Indoors in current known coverage dead spots
    - Outdoors in current known coverage dead spots
  - Radio transmissions to dispatch/mobile/portable
    - Outdoors
    - In buildings at ground level
    - In buildings above ground level
    - In buildings below ground level
    - Indoors in current known coverage dead spots
    - Outdoors in current known coverage dead spots

City of Norman, OK

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

Master

File Number: R-1112-149

File ID:	R-1112-149	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 28	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	05/29/2012
File Name:	R-1112-149 Amendment to NERS Plan Document			**Final Action:**	

Title: RESOLUTION NO. R-1112-149: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN EMPLOYEES RETIREMENT SYSTEM PLAN DOCUMENT.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-149.

ACTION TAKEN: _____

Notes: Steve 6/1

Agenda Date: 06/12/2012

Agenda Number: 28

Attachments: Text File NERS, R-1112-149 NERS, Exhibit A - NERS Plan Document

Project Manager: Anthony Francisco, Director of Finance

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 R-1112-149

Body

BACKGROUND: The current Norman Employees Defined Contribution Retirement System (NERS) Plan Document became effective on July 1, 2001. The Plan covers all full-time employees of the City of Norman that are not members of the State Firefighter's Pension System or State Police Pension System. The Plan is authorized under the U.S. Internal Revenue Code Section 401(a). The Council adopted amendments to the 2001 Plan on June 24, 2003, June 28, 2005 and December 9, 2008 to comply with changes in the Internal Revenue Code.

DISCUSSION: The United States Congress adopted legislation in the "Pension Protection Act of 2006, the Heroes Earnings Assistance and Relief Tax Act of 2008, and the Worker, Retiree and Employer Recovery Act of 2008, and subsequent laws, that require changes to the NERS Plan Document in order for it to continue in compliance with federal law. Further, the Oklahoma

legislature recently passed legislation (Senate Bill 347) that requires the forfeiture of pension benefits by public employees who are convicted of certain crimes. The attached resolution and recommended Plan Amendment would bring the NERS Plan Document into compliance with these updated statutes.

The specific actions included in Plan Document Amendment are summarized as follows:

- Allowance for rollovers of retirement payouts to beneficiaries other than surviving spouses to qualified Individual Retirement Accounts (IRAs);

- Allowance for rollovers to Roth IRAs;

- Clarification of Qualified Domestic Relations Order Rules;

- Participants who die while in active military service must be treated as if they died while in active City service for retirement purposes;

- Differential wage payments paid to employees while on active military service must be allowed for retirement contribution purposes;

- Required Minimum Distributions may be waived by the employer;

- Plan Participants who are convicted of bribery, corruption, forgery or other public malfeasance will be required to forfeit retirement benefits that were vested after August 26, 2011.

RECOMMENDATION: It is recommended that the Resolution and Plan amendments be approved.

Resolution

R-1112-149

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE CITY OF NORMAN EMPLOYEES' RETIREMENT SYSTEM PLAN DOCUMENT.

§ 1. WHEREAS, the City of Norman (the "City") sponsors that certain defined contribution retirement plan entitled the Employee Defined Contribution Retirement System of the City of Norman (the "Plan"; City Code, Section 17-201 et. seq.); and

§ 2. WHEREAS, the City deems it necessary and desirable to amend the Plan to incorporate recent law changes including the Pension Protection Act of 2006, the Heroes Earnings Assistance and Relief Act of 2008; the Worker, Retiree and Employer Recovery Act of 2008; and subsequent laws, and also to reflect certain recent Oklahoma statutory changes; and

§ 3. WHEREAS, such amendments have been incorporated in the Employee Defined Contribution Retirement System of the City of Norman Amendment for Pension Protection Act, HEART Act and Worker, Retiree and Employer Recovery Act (the "Amendment"); and

§ 4. WHEREAS, a copy of the Amendment has been presented to the City Council for its review and consideration in the form of Exhibit A, which is attached hereto and is made a part hereof, and will be presented for review to the Norman Employees Retirement System Board of Trustees.

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

§ 5. THAT the Amendment is hereby approved and adopted to be effective as of the dates therein stated.

§ 6. THAT the Mayor of the City be, and is hereby, appointed and authorized to execute the Plan and the Amendment and to do all acts necessary and proper to implement the amendment and the Resolution.

PASSED AND ADOPTED this _____ day of _____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

EMPLOYEE DEFINED CONTRIBUTION RETIREMENT SYSTEM OF THE CITY OF NORMAN

AMENDMENT FOR PENSION PROTECTION ACT, HEART ACT AND WORKER, RETIREE AND EMPLOYER RECOVERY ACT

ARTICLE I
PREAMBLE

1.1 **Effective date of Amendment**. The City of Norman (the "City") adopts this Amendment to the Employee Defined Contribution Retirement System of the City of Norman (the "Plan") to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.

1.2 **Superseding of inconsistent provisions**. This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.

ARTICLE II
PARTICIPANT DISTRIBUTION NOTIFICATION

2.1 **180-day notification period**. For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice) will become 180 days.

ARTICLE III
ROLLOVER OF AFTER-TAX/ROTH AMOUNTS

3.1 **Direct rollover to qualified plan/403(b) plan.** For taxable years beginning after December 31, 2006, a Participant may elect to transfer employee (after-tax) or Roth elective deferral contributions by means of a direct rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred, including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

ARTICLE IV
DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION

4.1 **Non-spouse beneficiary rollover right**. For distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

4.2 **Certain requirements not applicable**. Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.1, any distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

4.3 **Trust beneficiary**. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

4.4 **Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

ARTICLE V
DIRECT ROLLOVER TO ROTH IRA

5.1 **Roth IRA rollover.** For distributions made after December 31, 2007, a participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b).

ARTICLE VI
QUALIFIED DOMESTIC RELATIONS ORDERS

6.1 **Permissible QDROs**. Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

6.2 **Other QDRO requirements apply**. A domestic relations order described in Section 6.1 is subject to the same requirements and protections that apply to QDROs.

ARTICLE VII
HEART ACT PROVISIONS

7.1 **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

7.2 **Differential wage payments.** For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

ARTICLE VIII
WAIVER OF 2009 REQUIRED DISTRIBUTIONS

8.1 Notwithstanding the provisions of the Plan relating to the requirements of Code §401(a)(9), a participant or beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of

the participant and the participant's designated beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the participant or beneficiary chooses to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. A direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to section 401(a)(9)(H).

ARTICLE IX
OKLAHOMA STATUTORY REQUIREMENTS

9.1 **Forfeiture of Benefits.** A Participant's retirement benefits shall be subject to forfeiture upon the conviction of or plea of guilty or nolo contendere to certain crimes as set forth hereinafter.

(a) Any Participant upon final conviction of, or pleading guilty or nolo contendere in a state or federal court of competent jurisdiction to, a felony for bribery, corruption, forgery or perjury or any other crime related to the duties of his or her employment shall forfeit their retirement benefits. The forfeiture of benefits shall not occur if any such Participant received a deferred sentence, but retirement benefits shall not commence prior to completion of the deferred sentence. The forfeiture of retirement benefits required by this Section shall not include the Participant's contributions to the retirement system or retirement benefits that are vested as of August 26, 2011.

(b) The forfeiture of retirement benefits as provided for in this Section shall also apply to any such Participant who, after leaving employment, is convicted of, or pleads guilty or nolo contendere in a state or federal court of competent jurisdiction to, a felony committed while in such employment, where the felony is for bribery, corruption, forgery or perjury or any other crime related to the duties of his or her employment.

(c) The forfeiture shall continue until such time as the conviction or guilty plea is reversed by the highest appellate court to which the officer or employee may appeal.

(d) The attorney responsible for prosecuting the Participant shall notify the Plan if the Participant is convicted of or upon entering a plea of guilty or nolo contendere to any of the crimes set forth in Section 9.1(a) hereof. Upon receiving notice of a conviction, plea of guilty or plea of nolo contendere, the Plan shall immediately suspend all benefits of the Participant, and shall notify the Participant of his or her right to a hearing before the Committee to review whether the conviction or plea qualifies for forfeiture of benefits under this Section. If the notice of a conviction, plea of guilty or plea of nolo contendere is not forthcoming but there is reason to suspect a conviction and/or plea may have occurred, the Plan may, in the discretion of the Committee, investigate and gather court documents and contact prosecutors to determine whether the conviction or plea qualifies under this Section. Upon obtaining sufficient documentation of the conviction or plea, the Plan shall immediately suspend all benefits of the Participant and notify the Participant of his or her right to a hearing to review whether the conviction or plea qualifies for forfeiture of benefits under this Section. A Participant shall have thirty (30) days from the date of notification to request a hearing before the Committee. Requests for such a hearing shall be made in writing to the city clerk.

9.2 **Effective Date.** This Article shall be effective August 26, 2011.

This Amendment has been executed this _____ day of _____, 2012.

CITY OF NORMAN, OKLAHOMA

By: _____

Name: _____

Title: _____

City of Norman, OK

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

Master

File Number: GID-1112-95

File ID:	GID-1112-95	**Type:**	Court Order	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 29	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$48,388.66	**File Created:**	05/30/2012
File Name:	WCC Kizzia			**Final Action:**	

Title: CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE TOTAL AMOUNT OF $48,388.66 REGARDING DERRALD KIZZIA VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2012-00606X.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and if approved, authorize compliance with the Workers' Compensation Order and direct payment of claims in the total amount of $48,388.66 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 29

Attachments: Text File WCC Kizzia, Court Order, Payment Schedule, Requisitions

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: denise.johnson@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 GID-1112-95

Body

BACKGROUND: Derrald Kizzia is a Heavy Equipment Operator for the Park Maintenance Division in the Parks and Recreation Department who filed Workers Compensation Case No. WCC 2012-00606 X on January 18, 2012, alleging a right shoulder injury on or about April 8, 2011. The case has proceeded through the normal litigation process. A trial was held on May 8, 2012, and the Court awarded Mr. Kizzia the sum of $46,835. The Court Order is now being presented to City Council for consideration. It is recommended that the City comply with this Order.

DISCUSSION: Mr. Kizzia began his employment on August 21, 1992 as a Maintenance Worker in Park Maintenance. He is currently a Heavy Equipment Operator. He was injured on or about April 8, 2011 when he felt a pop in his shoulder loading a tree into a pickup. There is no question that he was injured on the job.

Medical Treatment. Mr. Kizzia was initially seen at Norman Regional Occupational Medicine for evaluation and treatment. An MRI taken on April 20, 2011 showed a full thickness rotator cuff tear. He was then evaluated and treated by Dr. Mark R. Moses, an orthopedic surgeon. Surgery was performed on May 24, 2011. After a period of physical therapy, Mr. Kizzia was released to return to work with no restrictions on October 17, 2011.

Evaluations. On February 7, 2012, Mr. Kizzia was evaluated by Dr. Michael L. Winzenread who opined 55% PPD (body as a whole) to his right shoulder and 10% psychological overlay. This rating equates to $104,975. This rating is the maximum exposure to the City.

On March 26, 2012, Mr. Kizzia was evaluated by the City's doctor, Dr. Kent Hensley, who opined 14% PPD (body as a whole) to his right shoulder and 0% psychological overlay. This rating equates to $22,610. This rating represents the minimum exposure to the City.

Court Award. This case was submitted for trial on May 8, 2012. The Court entered its Order on May 17, 2012. The Court opined that Claimant sustained 24% PPD to the right shoulder and 5% PPD psychological overlay. The Court's findings are set out in Paragraph No. 4 of the Order, as follows:

"THAT as a result of said injury, claimant sustained 24 percent permanent partial disability to the RIGHT SHOULDER, and 5 percent permanent partial disability for PSYCHOLOGICAL OVERLAY, for which claimant is entitled to compensation for 145 weeks at $323.00 per week, or the total amount of $46,835 of which 29 weeks have accrued and shall be paid in a lump sum of $9,367."

As can be noted in Paragraph No. 4 of the Court's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rates over a period of time. Mr. Kizzia's weekly wage PPD rate is $323. In this instance, a portion of the award has accrued and an additional five weeks will accrue for processing and placing on the Council Agenda.

Payment to Mr. Kizzia and his attorney are set out in Paragraph No. 6 of the Court's Order as follows:

"THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in a lump sum of $9,367 and pay the balance of said award at the rate of $323 per week until the total award of $46,835 (less attorney fee) has been paid to claimant."

If approved by Council, Mr. Kizzia and his attorney will be paid a lump sum of $20,349 (accrued PPD and attorney's fee). The balance will be paid in weekly payments until paid in full. The City will incur additional costs and Workers' Compensation filing fees in the total amount of $1,427.96 as set out in Paragraph Nos. 7 and 8 of the Order, plus Cleveland County filing fee of $125.70. (*See* Payment Schedule attached)

The total cost of this Order to $48,388.66.

RECOMMENDATION: The issues presented on May 8, 2012 were the nature and extent of Mr. Kizzia's injuries. The Order is within the medical evidence submitted in that it is slightly lower than one-third the difference between the medical evaluations. It is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined in attached Payment Table. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 301, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

DERRALD KIZZIA
(Right Shoulder)
WCC 2012-00606 X

PAYMENT SCHEDULE

DESCRIPTION	AMOUNT
PPD (24% Right Shoulder)	$38,760.00
Psychological Overlay (5%)	$ 8,075.00
	$46,835.00
Total Award	
Lump Sum Payment:	
Accrued 29 weeks @ $323 (per Order)	$ 6,460.00
Add'l 5 weeks @ $323 City Council/Finance Processing (5-17-12 to 6-22-12)	$ 1,615.00
Total Lump Sum to Claimant	**$ 10,982.00**
Attorney's Fee (per Order)	$ 9,367.00
Total Lump Sum to Claimant & Attorney	**$ 20,349.00**
Balance to be paid in weekly payments until paid	**$26,486.00**

The balance of the Order, $26,486 will be paid in weekly payments of $323/week until paid in full (82 weeks). Payments begin the week ending June 29, 2012 through approximately January 14, 2014.

Also, as noted, in Paragraph Nos. 7 & 8 of the Order, the City will incur additional costs, fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	$ 936.70
Special Occupational Health & Safety Fund Tax	$ 321.26
Filing Fee (Workers' Comp Court)	$ 140.00
Filing Fee (Cleveland County District Court)	$ 125.70
Total costs & fees to the City of Norman	**$ 1,553.66**

The total cost of this Order to the City would be $48,388.66.

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

In re claim of:

DERRALD KIZZIA
Claimant

CITY OF NORMAN
Respondent

CITY OF NORMAN (OWN RISK #10970)
Ins. Carrier

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
May 17, 2012
Robert L. Tharp
COURT CLERK

Court Number: 2012-00606X

Claimant's Social Security Number: xxx-xx-9869

ORDER AWARDING THE NATURE AND EXTENT OF PERMANENT PARTIAL DISABILITY BENEFITS

Now on this 10th day of MAY, 2012, this cause came on for consideration pursuant to regular assignment and hearing on MAY 8, 2012, before JUDGE CHERRI FARRAR, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, NICOLE LYNN BELL and respondent and insurance carrier appeared by counsel, JEANNE SNIDER.

The Court having considered the evidence and records on file, and being well and fully advised in the premises FINDS AND ORDERS AS FOLLOWS:

- 1 -

THAT on APRIL 8, 2011, claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on said date claimant sustained accidental personal injury to the RIGHT SHOULDER with consequential PSYCHOLOGICAL OVERLAY arising out of and in the course of claimant's employment.

- 2 -

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at $671.70 per week for temporary total disability and $323.00 per week for permanent partial disability.

- 3 -

THAT as the result of said injury, claimant was paid temporary total disability from APRIL 22, 2011 to OCTOBER 19, 2011.

- 4 -

THAT as a result of said injury, claimant sustained 24 percent permanent partial disability to the RIGHT SHOULDER and 5 percent permanent partial disability for PSYCHOLOGICAL OVERLAY, for which claimant is entitled to compensation for 145 weeks at $323.00 per week, or the total amount of $46,835.00 of which 29 weeks have accrued and shall be paid in a lump sum of $9,367.00.

- 5 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury through the date of this order.

- 6 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of $9,367.00 and pay the balance of said award at the rate of $323.00 per week until the total award of $46,835.00 (less attorney fee) has been paid to claimant.

- 7 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of $351.26, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay $936.70 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 8 -

THAT pursuant to Title 85 O.S. Section 368, a final award fee of one hundred forty dollars ($140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 9 -

THAT the sum of $9,367.00 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ Cherri Farrar

CHERRI FARRAR, JUDGE

ki/KAnderson

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: JEANNE SNIDER
PO BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Robert D Sharp

WORKERS' COMPENSATION COURT OFFICIAL SEAL OF OKLAHOMA

Court Clerk
May 17, 2012

PURCHASE REQUISITION NBR: 0000201882

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP AWARD

REQUISITION BY: DJOHNSON

DATE: 5/30/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: DERRALD KIZZIA & RICHARD A BEL

DELIVER BY DATE: 6/13/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP AWARD KIZZIA V. CON; WC 2012-00606X (RIGHT SHOULDER) CONTINGENT UPON COUNCIL APPROVAL ON 6-12-12; MAKE CHECK PAYABLE TO DERRALD KIZZIA AND RICHARD A. BELL IN THE AMOUNT OF $20,349; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	20349.0000	20349.00	

REQUISITION TOTAL: 20349.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	20349.00
					20349.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO DERRALD KIZZIA AND RICHARD A
. BELL; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000201883

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON
REASON: WORKERS COMP ADMIN TAX FUND
DATE: 5/30/12

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION ✓
DELIVER BY DATE: 6/13/12

1	WORKERS COMP ADMIN TAX FUND KIZZIA V. CON; WC 2012-00606X (RIGHT SHOULDER); CONTINGENT UPON COUNCIL APPROVAL ON 6-12-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	936.7000	936.70 ✓	2267

REQUISITION TOTAL: 936.70

ACCOUNT INFORMATION

LINE #	ACCOUNT ✓		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	936.70
					936.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000201884

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP OCCUP & HEALTH FUND

REQUISITION BY: DJOHNSON

DATE: 5/30/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN

DELIVER BY DATE: 6/13/12

1	WORKERS COMP OCCUP & HEALTH FUND KIZZIA V. CON; WC 2012-00606X (RIGHT SHOULDER); CONTINGENT UPON COUNCIL APPROVAL ON 6-12-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	351.2600	351.26	1950

REQUISITION TOTAL: 351.26

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	351.26
					351.26

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000201886

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP FILING FEE

DATE: 5/30/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT ✓

DELIVER BY DATE: 6/13/12

1	WORKERS COMP FILING FEE KIZZIA V. CON; WC 2012 00606X (RIGHT SHOULDER) CONTINGENT UPON COUNCIL APPROVAL ON 6-12-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	140.0000	140.00 ✓	2268

REQUISITION TOTAL: 140.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154704 ✓	Miscellaneous Services Other Filing Fees		100.00	140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000201887

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL
REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE

DATE: 5/30/12

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK

DELIVER BY DATE: 6/13/12

1	WORKERS COMP CLEVELAND COUNTY FILING FEE KIZZIA V. CON;WC 2012-00606X (RIGHT SHOULDER); CONTINGENT UPON COUNCIL APPROVAL ON 6-12-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	125.7000	125.70	434

REQUISITION TOTAL: 125.70

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154703	Miscellaneous Services District Court Filing Fee		100.00	125.70
					125.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

City of Norman, OK

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

Master

File Number: GID-1112-98

File ID:	GID-1112-98	**Type:**	Settlement	**Status:**	ATS Paused
Version:	1	**Reference:**	Item No. 30	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$75,443.70	**File Created:**	06/06/2012
File Name:	Settlement COMCD			**Final Action:**	

Title: CONSIDERATION OF A RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT VS. THE CITY OF NORMAN, CLEVELAND COUNTY DISTRICT COURT CASE NO. CJ-2010-406, AND OKLAHOMA SUPREME COURT CASE NO. SD-108847 IN THE AMOUNT OF $79,443.70.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize the City Attorney's Office to effectuate the settlement in the amount of $79,443.70.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 30

Attachments: Letter 4-9-12

Project Manager: Rickey Knighton, Assistant City Attorney

Entered by: denise.johnson@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 GID-1112-98

body

Background: This case was brought by the Central Oklahoma Master Conservancy District (COMCD) against the City for breach of contract and *quantum meruit*. COMCD contends that the September 5, 1961 Contract between the City and COMCD, which requires COMCD to make water from Lake Thunderbird available to the City, permits COMCD to establish the price that must be paid for surplus municipal water - i.e., "that portion of the municipal water supply surplus to [COMCD's] requirements" or "all project water available for municipal use in each calendar year in excess of the quantity scheduled for use by the municipal water users." COMCD alleges that the City accepted

delivery of 205,530,000 gallons of surplus water and asks this Court to enter judgment against the City in an amount equal to the price established by COMCD, $0.29 per one thousand (1000) gallons, plus a penalty of ½ percent per month from November 1, 2009 through March 1, 2010. COMCD also seeks its costs and attorney fees.

DISCUSSION: In the trial court, each party filed a motion for summary judgment. The trial court granted the City's motion and denied COMCD's motion. COMCD appealed and the Court of Civil Appeals Division II reversed the trial court and remanded with instructions to enter judgment for COMCD. A Petition for Certiorari is currently pending with the Oklahoma Supreme Court.

On April 9, 2012, COMCD made an offer to settle this case for $75,339.70. This amount includes $.29 per gallon for the 205,530,000 gallons of surplus water used by the City and 56.2% of the attorney fees incurred by COMCD in the trial court. It does not include the penalty of ½ percent per month or COMCD's appellate attorney fees. Because this matter involves pending litigation, the merits of this settlement offer were discussed in executive sessions on March 26, 2012, April 24, 2012, and June 5, 2012.

Recommendation: It is believed the proposed settlement is fair, reasonable and in the best interests of the City. Moreover, there are sufficient funds in the Conservancy District Water Account 031-5534-461.43-40 to pay the settlement. It is recommended the settlement of this matter be approved by City Council and the City Manager be authorized to finalize the settlement. If you have questions or need additional information, please let me know.

DOERNER, SAUNDERS, DANIEL & ANDERSON, L.L.P.
ATTORNEYS AT LAW

MICHAEL C. WOFFORD

WRITER'S DIRECT:
(405) 319-3504 (telephone)
(405) 319-3534 (facsimile)
Oklahoma City, Oklahoma
mwofford@dsda.com

E. J. DOERNER (1897-1980)
DICKSON M. SAUNDERS (1920-2001)

April 9, 2012

Jeff Harley Bryant
City Attorney
City of Norman
201 West Gray
P.O. Box 370
Norman, OK 73070

By U.S. Mail and by attachment to e-mail to Jeff.Bryant@NormanOK.gov

Re: *COMCD v. City of Norman, et al.*, Case No. CJ-2010-406-L

Dear Mr. Bryant:

I am authorized to counter-offer on behalf of the COMCD the following:

Norman would pay original invoiced bill in full plus 56.2% of attorney fees. Attorney fees in this case through filing, discovery, appearance, and appeal have exceeded $28,000. The total amount could be calculated on that amount, so that Norman's share of the attorney fees would be $15,736.00. Added to the invoiced amount for the water ($59,603.70) the total is $75,339.70.

The District does not accept Norman paying only 56.2% of the invoiced amount. The District is bound by contract to the following provision, cited from the District's contracts Norman, Midwest City, and Del City:

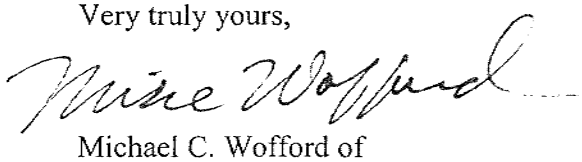
> "8. Surplus Municipal Water... Net revenues from the sale of surplus water shall be credited on the next payment or payments due from each municipal water user in the same proportion that such user's share of the surplus water bears to the total surplus water sold."

The invoice was on the Surplus Municipal Water, and so this provision applies.

The District is willing to accept the above settlement if paid to the District by Norman within 60 days of the receipt of this counter-offer. We have filed with the Court of Appeals for an order for payment of appeal-related attorney fees but this counter-offer would include that amount if Norman accepts it and pays the above amount within 60 days.

30-1

Very truly yours,



Michael C. Wofford of
DOERNER, SAUNDERS, DANIEL & ANDERSON, L.L.P.

City of Norman, OK

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

Master

File Number: RPT-1112-34

File ID:	RPT-1112-34	**Type:**	Communication or Report	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 31	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	03/13/2012
File Name:	Adoption of FYE 2013 Budget			**Final Action:**	

Title: CONSIDERATION OF ADOPTION OF THE FYE 2013 CITY OF NORMAN PROPOSED OPERATING AND CAPITAL BUDGETS AND THE NORMAN CONVENTION AND VISITORS BUREAU, INC., BUDGET WITH DETAILED ANNUAL PLAN OF WORK.

ACTION NEEDED: Motion to adopt or reject the FYE 2013 City of Norman Budget and the Norman Convention and Visitors Bureau, Inc., Budget with Detailed Annual Plan of Work.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 31

Attachments: Text File Budget, FY13 Legal Publication, Memo re FYE 2013 Destination Management Plan and Budget, 2012 Destination Management Plan, Media Buy Calendar, Sales Department 2012 Action Plan Summary

Project Manager: Anthony Francisco, Director of Finance

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 RPT-1112-34

Body

BACKGROUND: The above-described item appears on City Council's agenda in order that the FYE 2013 Budget be considered for adoption. City Council held one retreat, four study sessions, one special session, and one public hearing on the FYE 2013 budget documents. Copies of the public notice of the budget summary for FYE 2013, the Norman Convention and Visitors Bureau Budget, and detailed annual plan of work/Norman Convention and Visitors Bureau FYE 2013 Destination Management Plan are included in the Agenda Book and a copy of the budget has been previously

distributed.

STAFF RECOMMENDATION: Motion to adopt or reject the FYE 2013 City of Norman Budget and the Norman Convention and Visitors Bureau, Inc. Budget with Detailed Destination Management Plan.

CITY OF NORMAN, OKLAHOMA
FISCAL YEAR ENDING 2013 ANNUAL BUDGET
SUMMARY OF FUND BALANCES

		REVENUES			EXPENDITURES						
CITY FUND CLASSIFICATION	BEGINNING FUND BALANCE	OPERATING REVENUES	INTERFUND TRANSFERS	TOTAL REVENUES	OPERATING EXPENSES	INTERFUND TRANSFERS	SUBTOTAL EXPENSES	EMP TURNOVER SAVINGS	TOTAL EXPENSES	REVENUES OVER (UNDER) EXPENSES	ENDING FUND BALANCE
GOVERNMENTAL FUNDS											
General	$3,560,666	$64,095,412	$4,064,707	$68,160,119	$72,248,556	$97,623	$72,346,179	($1,000,000)	$71,346,179	(3,186,060)	374,606
SPECIAL REVENUE FUNDS											
Public Safety Sales Tax	8,704,568	8,974,743	0	8,974,743	9,611,030	1,127,450	10,738,480		10,738,480	(1,763,737)	6,940,831
Room Tax	243,953	1,136,000		1,136,000	860,520	204,209	1,064,729		1,064,729	71,271	315,224
Seizures and Restitutions	387,576	56,007		56,007	112,629		112,629		112,629	(56,622)	330,954
Cleet	32,876	32,000		32,000	30,705		30,705		30,705	1,295	34,171
Tax Increment District	16,432	2,915		2,915	19,347		19,347		19,347	(16,432)	0
Art in Public Places	3,645	12,000		12,000	12,000		12,000		12,000	0	3,645
Park Land and Development	1,220,291	100,000		100,000	115,000		115,000		115,000	(15,000)	1,205,291
Westwood Park	0	1,128,507	379,832	1,508,339	1,508,339		1,508,339		1,508,339	0	0
Net Revenue Stabilization	1,500,000	0		0			0		0	0	1,500,000
GRANT FUNDS											
Community Development	0	1,107,303	0	1,107,303	1,107,303		1,107,303		1,107,303	0	0
Special Grants	292,351	843,114		843,114	843,114		843,114		843,114	0	292,351
ENTERPRISE FUNDS											
Water	6,917,894	15,516,239	0	15,516,239	18,729,226	675,597	19,404,823	(58,711)	19,346,112	(3,829,873)	3,088,021
Wastewater	1,000,803	34,455,849		34,455,849	16,249,836	4,197,692	20,447,528	(26,283)	20,421,245	14,034,604	15,035,407
Sewer Maintenance	0	3,375,039	3,827,570	7,202,609	7,224,627		7,224,627	(22,018)	7,202,609	0	0
New Development Excise	8,274,490	12,900,000		12,900,000	9,772,102		9,772,102		9,772,102	3,127,898	11,402,388
Sewer Sales Tax Capital	6,505,226	60,000		60,000	6,565,226		6,565,226		6,565,226	(6,505,226)	0
Sanitation	1,800,032	12,210,860		12,210,860	12,680,593		12,680,593		12,680,593	(469,732)	1,330,299
INTERNAL SERVICE FUNDS											
Risk Management / Insurance	(16,191)	14,056,426	870,000	14,926,426	14,562,654		14,562,654		14,562,654	363,772	347,581
CAPITAL PROJECTS FUND											
Capital Improvements	15,004,207	11,081,375	1,127,450	12,208,825	13,109,814	3,096,988	16,206,802		16,206,802	(3,997,977)	11,006,230
University North Park TIF	3,554,426	3,508,779		3,508,779	3,059,121	0	3,059,121		3,059,121	449,658	4,004,084
Arterial Roads Recoupment	179,009			0	0		0		0	0	179,009
DEBT SERVICE FUNDS											
General Debt Service	3,217,654	9,765,794	146,761	9,912,555	5,432,367	870,000	6,302,367		6,302,367	3,610,188	6,827,842
G. O. Bonds	54,484	92,277		92,277	0	146,761	146,761		146,761	(54,484)	0
GRAND TOTAL ALL FUNDS	$62,454,392	$194,510,639	$10,416,320	204,926,959	$193,854,109	$10,416,320	$204,270,429	($1,107,012)	$203,163,417	$1,763,543	$64,217,934
Less: Interfund Transfers	0	0	(10,416,320)	(10,416,320)	0	(10,416,320)	(10,416,320)	0	(10,416,320)	0	0
Internal Service Charges	0	(8,272,163)		(8,272,163)	(8,272,163)	0	(8,272,163)	0	(8,272,163)	0	0
Cost Allocation Charges	0	(4,701,274)	0	(4,701,274)	(4,701,274)	0	(4,701,274)	0	(4,701,274)	0	0
Total Deductions	$0	($12,973,437)	($10,416,320)	(23,389,757)	($12,973,437)	($10,416,320)	($23,389,757)	$0	($23,389,757)	$0	$0
NET TOTAL ALL FUNDS	$62,454,392	$181,537,202	$0	181,537,202	$180,880,672	$0	$180,880,672	($1,107,012)	$179,773,660	$1,763,543	$64,217,934

A Public hearing will be held on Tuesday, May 22 at 6:30 p.m. in the Council Chambers of the Norman Municipal Building for the purpose of discussion of the proposed budget. The proposed budget may be examined on weekdays at 201 West Gray in the City Clerk's office from 8:00 a.m. to 5:00 p.m. A copy of the proposed budget is also in the Norman Public Library and on the City's website (cityofnorman.com) for review. All interested citizens have the opportunity to give written and oral comments.

NORMAN
VisitNorman.com

TO: **Steve Lewis, City Manager, Norman, OK**
City of Norman City Council
FROM: **Stephen Koranda, Executive Director**
DATE: **April 12, 2012**
RE: **FYE 2013 Budget and Destination Management Plan**

In April 2011, I submitted to you the Norman Convention and Visitors Bureau Destination Management Plan for fiscal year 2012. The plan included our fiscal year budget. That Destination Management Plan was one of the more comprehensive plans submitted by this office in recent years. (A copy is included with this memo.) A thorough situation analysis included overviews of the tourism industry as a whole, our staff at that time, the market and our target audiences. Significant research went into and was shared in the plan. Marketing goals and objectives were outlined. Numerous strategies in destination development, branding, meetings/convention and sports sales, leisure advertising and public relations were shared. The NCVB Destination Management Plan and budget was approved by City Council June 14, 2011, as part of the FYE 2012 City of Norman Operating and Capital Budget.

That evening a downburst swept through Norman severely damaging the roof. The ensuing rains flooded or water damaged 10 of our 13 offices or rooms at our office at 223 East Main Street. As you know, this left us "office-less," searching frantically for new office space. Strategically we identified new office space in the United Way Plaza (2424 Springer Drive,) just off I-35 in order to draw traffic off I-35 and direct them to Norman attractions. Shortly after, staff changes led to our hiring a new sales manager and communications manager. As staff settled into our new offices and, in some cases, new positions, many of the strategies outlined in the Destination Management Plan were suspended until staff could 'get up to speed' and then, primary, essential strategies were implemented.

In spite of all this, we are very proud of our results to date this fiscal year. The Semi-Annual Report (July to December 2011) accepted April 10, 2012, shared increases in 12 of our 18 key indicators including occupancy of hotels, sales and transient guest tax receipts. (The average daily rate of the hotel rooms while not up, was only down $.06.)

As shared in the Semi-Annual Report, our sales department has drafted an Action Plan including 20 focus strategies. A summary of that Action Plan is included with this memo.

With regards to the leisure market, the CVB is working with two firms to maximize our advertising resources. One firm is completely reviewing our media buy calendar the past two years. With their help we are analyzing our cost per thousand (impressions)

and/or cost per lead to assure the programs we are utilizing are most effective in reaching our goal of driving overnight guests to *enhance and contribute to the overall economic well being of the city.* A copy of that media buy calendar including the CPM and CPL in included with this memo.

Until that analysis is complete, we are not going to prepare a marketing calendar for the fiscal year 2013. As some of those programs have been enacted within the recent weeks, we do not anticipate that analysis to be completed until the end of May or June. While we were delighted to report increases in the number of impressions gained through our advertising programs (nearly double that of the same time period 2011) and conversions (a 25% gain over 2011,) we believe continuous review of our programs and strategies for the maximum effectiveness, investment of guest tax dollars and the return on the investments of those tax dollars is prudent.

Obviously for operational purposes we have prepared a FYE '13 budget. This budget was approved by our Board of Directors on March 28, 2012. As the aforementioned analysis is completed, specific advertising strategies and programs will be budgeted. Below is the budget approved by our Board of Directors:

Norman Convention and Visitors Bureau Fiscal Year Ending 2013 Budget

		FYE '13	FYE '12
Revenues			
	City of Norman/Transient Guest Tax	550,000	(550,000)
	Advertising	1,500	(9,700)
	Special Events (Tourism Luncheon)	10,000	(10,000)
	Cash Reserves / City Reserves	0	(21,000)
	Interest	1,500	(1,500)
	Total	563,000	(592,200)
Expenses			
	Marketing/Advertising	223,322	(259,120)
	Research	2,250	(2,250)
	Special Events (Tourism Luncheon)	10,000	(10,000)
	Operations	75,841	(88,638)
	Personnel	251,587	(232,192)
	Total	563,000	(592,200)

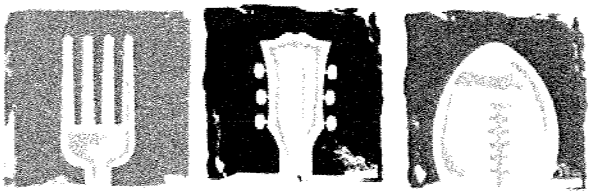
Some notes regarding the budget as shared with the Board of Directors:

1. We have reduced the budget amount for advertising revenues. We have not realized $9,700 this year. Staff however will be very aggressive in attempts to generate additional revenues through advertising on VisitNorman.com, in our e-newsletters and visitors guide.
2. Large difference in reserves "revenue" is the $20,000 requested from the City reserves for the mobile site enhancements. Will look to review cash position as fiscal year ends to consider cash that could be "carried over" into the next fiscal year.

3. A large portion of the decline in Marketing/Advertising is the $20,000 for the mobile site enhancements. The other portion is the shift in expenses to personnel. With the staff changes in July and August, 2011, the strategy, approved by the Board was to hire more seasoned professionals to 'hit the ground running.'

Thank you for your continued support of the Norman Convention and Visitors Bureau – Norman's Official Destination Marketing Organization. I appreciate this opportunity to share with you our strategies, initiatives and frankly, our approach to those strategies in light of all of the unplanned activities surrounding the staff. If I can answer any question, please feel free to contact me.

THE NORMAN CONVENTION AND VISITORS BUREAU



NORMAN

Visit Norman.com

Destination Management Plan
Fiscal Year 2012
(July 2011-June 2012)

Norman Convention & Visitors Bureau

Destination Management Plan
Fiscal Year 2012
(July 2011-June 2012)

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I. Executive Summary

The Norman Convention and Visitors Bureau (NCVB) is the Official Destination Marketing Organization for Norman, Oklahoma. We are the only entity solely marketing Norman's tourism attributes to a regional and national audience. The NCVB's primary mission is to improve the local economy by attracting overnight visitors, meetings, conventions and events to the city. This mission is undertaken by a variety of marketing and development strategies designed to promote Norman as a destination to defined markets.

The Norman Convention and Visitors Bureau, Inc. is a not-for-profit corporation. The NCVB is governed by a seventeen member Board of Directors. The Board oversees policies of the NCVB and a contract with the City of Norman. Through this contract, the NCVB receives 50% of the transient guest taxes collected by a state statute and city ordinance on local lodging rooms.

Tourism as an industry in Oklahoma is estimated to generate $6.3 billion dollars in annual direct traveler expenditures making tourism the third largest industry in Oklahoma. $971 million dollars in federal, state, and local economy tax revenues are brought in by travelers to Oklahoma. These dollars help fund jobs and public programs such as police, firefighters, education, and road projects. 77,000 jobs are secured by Oklahoma tourism, supporting the economies of all 77 counties in Oklahoma. This represents 4.9% of the state's total non-farm employment. Specifically in Norman, the tourism industry provides an estimated 1,330 careers and has an estimated annual economic impact of over $146 million dollars.

All forecasts predict increased travel and tourism in 2011 and 2012. The U.S. hotel industry is projected to end 2011 with increases in all three key performance measurements – average daily rate, occupancy and revenue over per available room.[1] Sixteen percent of leisure travelers expect to take more overnight trips in the coming year, while 14 percent intend to take fewer, a net (positive) difference of 2 percent. Among affluent households (those with an annual income greater than $125,000), fully 20 percent plan to take more leisure trips in the year ahead, while only 9 percent plan to take fewer, for a net (positive) difference of 11 percent.[2] U.S. companies are forecast to spend 5 percent more on travel in 2011 than they did last year. That's a double growth rate from 2010, which followed two years of decline.[3] The meetings industry should seen gradual improvement through (2011) and into 2012. [15]

Leading tourism researcher Peter Yesawich shared insights into the American psyche with regards to travel:

> *Although most economists have declared the Great Recession over, its specter continues to weigh heavily on the minds of consumers. And they have moderated their spending behavior across most categories, including travel, as a result. Yet spending on leisure travel–seemingly the epitome of discretionary spending–continues to attract nearly a quarter of a trillion dollars each year because leisure travel is and remains a birthright for most Americans. The evidence is compelling: the Great Recession notwithstanding, the average American leisure traveler took an average of four trips during the past year and spent more than $3,500 on travel services.*[16]

In office, fiscal year 2011 (July 1, 2010 through June 30, 2011) saw the near completion of a tremendous transition for the NCVB. The results of an extensive, research based 'brand

realignment' was unveiled. This process helped identify Norman's brand and lead to the adoption of communication pieces that will truly better attract visitors and groups to Norman. As a result, the NCVB underwent a complete 'facelift' updating marketing materials, collateral and the business suite.

Additionally the NCVB upgraded significantly outdated technology. Far beyond new workstations and a server that allows greater mobility of the staff, was the contracting with a firm to redevelop VisitNorman.com. The new, robust site looks to 'go live' late March/early April, 2011. The main website now interfaces with a mobile site optimized for smartphones to provide greater access to information about Norman for the visitor.

Recognizing a diversified marketing plan that includes significant group sales into staff responsibilities, the staff undertook an aggressive tradeshow/expo schedule promoting Norman at 15 tradeshows/expos. The successful schedule resulted in 5,100 new contacts, 69 'hot leads' and 12 RFPs/leads directly to Norman housing properties. As expected, the increased promotion activity resulted in less time engaged in direct sales and thus, a slight decrease - 17% - in the number of room nights sold by the NCVB through the first six months of the Fiscal Year. With the significant increase in contacts through the tradeshows and expos, and the subscription to EmpowerMINT.com, a database of over 40,000 groups, staff expects to balance the difference the latter part of the fiscal year.

As the NCVB completes its transition in marketing, sales, and operations, the Board and staff have identified key goals to help us fulfill our mission. This Destination Management Plan outlines how the NCVB looks to reach those goals.

II. Situation Analysis

Tourism Industry Overview

Travel and tourism is a $6.3 billion industry in Oklahoma. Travel and tourism generates $971 million in tax revenue for local, state and federal governments. Each U.S. household would pay $950 more in taxes without the tax revenue generated by the travel and tourism industry.

The travel and tourism industry is one of the state's third largest employers with 77,000 direct travel-generated jobs with a direct travel-generated payroll of $1,757.9 million. Additionally, 1 out of every 8 U.S. non-farm jobs is created directly, indirectly, or is induced by travel and tourism.

Oklahoma Tourism Industry Indicators presented by the Oklahoma Travel and Recreation Department indicate a healthy industry statewide[4]:

- Health of tourism industry segments outperforms general sales tax base
- The Tourism Tax Collection Benchmark was up 6% in FY10 vs. sales tax reapportionment that was down 9%
- Employment in the leisure & hospitality segment held steady in FY10
- Oklahoma hotels have seen a steady growth in occupancy ending July at 56%, an overall annual growth of 1.7%
- Tourism Information Center visitation is up 3.5%
- Oklahoma City airport traffic remained steady; (Tulsa down 2%)

The attraction base around the State continues to develop[4]:

- Boathouse District in Oklahoma City
- Oklahoma Banjo Museum in Oklahoma City
- Red Earth Museum & offices in Oklahoma City
- American Indian Cultural Center & Museum in Oklahoma City
- Chickasaw Cultural Center in Sulphur
- Motorcycle trail programs
- Medicine Park Development - Museum of Natural Science
- Oklahoma Music Trail
- The POP in Tulsa
- 2 million visitors to OKC National Memorial & Museum

While there is tremendous optimism in tourism trends in Oklahoma, it is met with caution as long-time director Hardy Watkins resigned in early 2011. Deby Snodgrass assumed the position. Additionally, the advertising agency of record for the tourism department changed to Jordan & Associates. Partners hope for a smooth and quick transition to keep the momentum going.

Nationally, indicators suggest that travel continues its comeback

- U.S. hotel demand in 2010 saw the highest summer level ever[4]
- The U.S. hotel industry is projected to end 2011 with increases in all three key performance measurements – average daily rate, occupancy and revenue over per available room.[1]
- Average American leisure traveler took an average of four trips during the past year and spent $3,500 on travel services[4]
- Sixteen percent of leisure travelers expect to take more overnight trips in the coming year, while 14 percent intend to take fewer, a net (positive) difference of 2 percent.[2]
- U.S. companies are forecast to spend 5 percent more on travel in 2011 than they did last year. That's a double growth rate from 2010, which followed two years of decline.[3]
- The meetings industry should seen gradual improvement through (2011) and into 2012.[15]
- Air traffic globally & in the U.S. continues to strengthen[4]
- Amtrak shows strong performance[4]

One issue remains at the forefront that could sway travel – gas prices. 54% of Americans say gas prices will determine whether they travel. $3.00 per gallon is the tipping point that could keep them home (or close to home) and predictions are that drivers could be paying more as much as $3.75 per gallon this spring.[5] As of March 14, the average price for a gallon of gasoline in the Midwest was $3.52.

Norman Tourism Industry Overview

The tourism industry is and will continue to be an important source of income and employment for Norman. The tourism industry has an estimated annual economic impact of over $146 million dollars and provides an estimated 1,330 careers. Additionally, the tourism industry makes the following important contributions to the Norman community:

- Provides economic diversification
- Expands the tax base
- Creates identity and image
- Creates additional local amenities (i.e. restaurants, attractions, etc.)
- Builds audiences for local events

Tourism Industry Defined

Tourists – temporary movement of people to destinations outside their normal place of work and residence,

Tourism – the activities undertaken en route to and during their stay at these destinations and the facilities/services created to cater to their needs which lead to,

Tourism Industry – economic impacts generated by these activities.

Bureau Overview

CVB Vision and Mission Statements

The Vision of the Norman Convention and Visitors Bureau is to be the leader who proactively markets and develops Norman as the preferred destination in Oklahoma.

The Mission of the Norman Convention and Visitors Bureau is to promote the city, to attract overnight meeting, convention, sport and tourism business to the community, and to enhance and contribute to the overall identity and economic well-being of the city.

CVB Organizational Structure

The Norman Convention and Visitors Bureau, Inc. is a not-for-profit corporation. Incorporated as a 501(c)6 on June 4, 1993, the NCVB is governed by a seventeen member Board of Directors. The Board oversees policies of the NCVB and a contract with the City of Norman. Through the contract – K-9293-136 – the NCVB receives 50% of the transient guest taxes collected by a state statute and city ordinance on local hotel rooms. The city ordinance is Ordinance Number 0-7980-58 or the "Norman Transient Guest Room Tax Ordinance".

The Bureau By-laws and Amendment Number Six to contract K-9293-136 stipulate how the 13 members of the Board of Directors are appointed. The 13 members shall be composed of the following:

- Seven Directors nominated from the following organizations or industries:
  - The University of Oklahoma Athletic Department;
  - The Norman Public Schools;
  - The Norman Chamber of Commerce;
  - The Norman Arts Council;
  - The Norman hotels and hospitality industry (2); and/or
  - The Norman restaurant and entertainment industry.

- Two Directors appointed by the Mayor of the City of Norman representing the University of Oklahoma and organized athletic groups.

- Four Directors elected by the NCVB Board of Directors to serve in "at-large" capacities.

- Four Ex-Officio representatives as follows:
  - The Mayor of the City of Norman or a City Councilmember appointee;
  - The City Manager of the City of Norman or a designee;
  - The Executive Director of the Norman Chamber of Commerce; and
  - The Executive Director of the Norman Economic Development Coalition, Inc.

Fiscal Year 2011 Board of Directors Members are:

Dr. Roger Brown – Vice Chair, Norman Public Schools
Kris Glenn – Secretary, At Large, SportsTalk 1400
Randy Laffoon, Mayor Appointment - Organized Athletics, SportsTalk 1400
Suzanne M. McAuley, Chamber of Commerce, First American Bank
William Murray – Treasurer, Norman Hospitality Assn., Montford Inn
Jim Rickards, Norman Hospitality Association, Embassy Suites
Sherry Brown, Norman Arts Council, Republic Bank & Trust
Joe Sparks – Chair, Norman Restaurant Association, Legends Restaurant
Juna Stovall, Mayor's Appointment – OU, OU OCCE
Charlie Taylor, OU Athletics
Paige Williams, At Large, Chickasaw Nation

Ex-Officio
Brenda Hall, City Manager Designee
Don Wood, Norman Economic Development Coalition, Inc.
John Wood, Chamber of Commerce
Dan Quinn, Mayor/City Council Designee

NCVB Staff and Titles

Stephen Koranda, Executive Director
Ryan Rogowski, Sales Manager
Michelle Samp, Sales Manager
Jennifer Tregarthen, Communications Manager

Situation Analysis
Market Overview

The Norman tourism market is strong. According to recent research, virtually everyone who chooses Norman as a destination would return. Our central location in the state, proximity to Oklahoma City and access to I-35 can be used as marketing advantages. The community is seen as friendly, easy-to-navigate, affordable and attractive by visitors. The University of Oklahoma campus, its athletic facilities and museums all have strong community and visitor appreciation. The Downtown Norman revitalization efforts have paid off as the area has been listed among the top Norman destinations two years running. Additionally, Embassy Suites' conference facilities are recognized by the community as a tremendous asset to attracting groups.[6]

A further positive is that the community appears to have vision for continued improvement as well as a general drive to improve Norman for both residents and visitors alike.[6] This is important because leisure travelers are faced with an astonishing array of options in how to spend their time and money. The growth of Oklahoma City's Bricktown as a destination and the recent announcement of an IMAX theatre being constructed in Moore is competition for Norman in attracting drive market visitors.

Further consider the recent announcements of attraction developments around Norman[4]:

- Boathouse District in Oklahoma City
- Oklahoma Banjo Museum in Oklahoma City
- Red Earth Museum & offices in Oklahoma City
- American Indian Cultural Center & Museum in Oklahoma City
- Chickasaw Cultural Center in Sulphur
- Motorcycle trail programs
- Medicine Park Development - Museum of Natural Science
- Oklahoma Music Trail
- The POP in Tulsa

Recently the NCVB has begun incorporating these leisure and entertainment options in its marketing materials. The competition is very real, and in an effort to leverage that in Norman's favor, it is necessary to position Norman as an ideal overnight destination from which visitors can daytrip to "competitive" communities such as Oklahoma City or attractions such as the Arbuckle Mountains. Recent surveys indicate the Norman community recognizes visitors to Norman are likely to visit regional attractions.[6] Research affirmed that 2 of 3 visitors to Norman are visiting OKC attractions.[6] And with 2 million visitors to OKC National Memorial & Museum[4], it would behoove Norman to continue to market ourselves in relationship to the close proximity to the state's highest traffic attraction and a growing assembly of regional attractions.

However, while Norman celebrates that the attraction base around us continues to develop, the contrast is recognizing the increased competition for visitor spending from surrounding Oklahoma communities and from the increase in these leisure opportunities in general.

Additionally there will be increased competition in the meetings and conventions industry as Oklahoma City continues with site selection for the $280 million convention center approved through MAPS 3. Thus, Norman must continue to develop our own attractions.

Numerous attractions have been the vision of Norman residents for years:

- National Weather Museum
- Upgraded competitive sport facilities including a competitive swim facility as identified in the Parks and Recreation Master Plan
- Cheer competition facilities
- University North Park
- Norman Music Festival

Recent feedback from the community showed support for further initiatives that could attract more visitors. 84.5% of those surveyed expressed interest in new nightlife options. 83% expressed interest in high-end shopping options. 81% expressed interest in more unique boutique shopping options. Nearly 80% expressed interest in additional fine dining options.[6]

Further community input showed support of the continued development of Norman, specifically through beautification and transportation. 93.5% expressed interest in community beautification initiatives. Over 88% expressed interest in connecting various districts in the city.[6] (For example, connecting Historic Downtown to Campus Corner.) Concepts that have been the vision of Norman residents include:

- Enhancements to entry points and corridors within Norman – Porter, Flood, Main Street, Lindsey, South Classen
- Development of Front Street concepts as proposed by Imagine Norman
- Continued beautification of Downtown Norman and Campus Corner in line with the 'Central Initiative as proposed by Imagine Norman
- Beautification Master Plan as proposed by Imagine Norman
- Wayfinding or Directional signage off I-35 and through-out Norman

As the community looks to further develop Norman as an attraction, the city must continue to foster a pro-business and development environment. We must cultivate a development process that is expeditious and manageable as possible. Additionally we must continue to explore and utilize tax incentives as development tools. (TIF, BID, sales tax abatements, etc.) All interested parties working together for this common goal will exponentially increase opportunities for destination experiences in Norman.

It's as a colleague said,

> *"If you build a place people want to visit, you build a place where people want to live.*
> *"If you build a place where people want to live, you'll build a place where people want to work.*
> *"If you build a place where people want to work, you'll build a place where business has to be.*
> *"And if you build a place where business has to be, you'll build a place where people have to visit."*[17]

In addition to increased competition with attraction and meeting space development, Norman continues to face increasing competition from communities regionally and across the nation with similar make-up: 85- to 130,000 in population, within a metropolitan area, and home to major university. Consider the following:

City	Population	DMO Budget
Ann Arbor, MI	114,000	$2,600,000
Gainesville, FL	124,000	$2,000,000
Las Cruces, NM	93,570	$1,549,000
Waco, TX	126,000	$1,300,000
Columbia, MO	101,100	$1,300,000
St. Joseph, MO	76,200	$1,300,000
Fort Smith, AR	86,200	$ 894,500
Odessa, TX	90,900	$ 870,000
Boulder, CO	94,200	$ 727,000
Lawrence, KS	92,000	$ 685,000
Stillwater	39,000	$ 580,400
Norman	**113,000**	**$ 557,500**
Edmond	81,000	$ 452,350

*excerpt from benchmark comparison of 27 communities. For full list, see Appendix A.

The marketing initiatives outlined in this plan are those that are budgeted at this time, with our limited budget, many initiatives have been left out of the budget. To date, $374,000 worth of marketing initiatives remain unfunded.

Situational Analysis
Target Audience Overview

The Norman Convention and Visitors Bureau targets three audiences as outlined in our Mission Statement - overnight meeting, convention, sport and tourism business (or leisure travelers).

Meeting/Convention

Meetings contribute greatly to the economy. 1.8 million meetings were held in the United States in 2009 and contributed $263 billion in direct spending to the U.S. economy. According to the study, the meetings industry accounts for a total of 1.7 million jobs and generates $60 billion in U.S. labor income, $14.3 billion in federal taxes and $11.3 billion in state and local taxes.[13]

Meeting and convention opportunities are based upon businesses, associations, military, social groups, visiting families and relatives, weddings, reunions and other local, state, regional or national organizations that can be adequately accommodated by Norman meeting facilities and hotel properties.

Research through the brand realignment found that presently Norman is only considered a destination among Oklahoma-based meeting planners.[6] A strategy must be implemented to market to regional meeting planners outside of Oklahoma to bring Norman to the forefront of their considerations.

The same research identified that meeting planners tend to be women between the ages of 30 and 60. Any strategy must recognize this and the design of advertisements or materials and the messages they contain must be created appropriately.

Tourism (Leisure)

The tourism market is defined as the leisure traveler or any visitor traveling to Norman outside of an organized convention or meeting with interest in Norman's attractions, history, culture, and/or accommodations.

The brand realignment affirmed that women are the primary decision makers for leisure destination planning specifically when traveling to Norman.[6] Based on the demographics of surveys conducted during the brand realignment, the largest pool of decision makers fall in the age range of 40-49. However, there was a fairly even spread among the age ranges 18-69.[6] The interest in Norman comes primarily from Oklahoma and Texas. Missouri, Illinois, Kansas, California, Ohio, Wisconsin, Michigan, Arkansas and Indiana are the other states in the top 10 with regards to states represented most by leisure inquiries.[7]

Sports

Selected sport events and sport organization rights holders, including National Governing Bodies, multi-sports organizations/associations, college and university conferences, and other organizations who own events that are available to Norman through a bid selection process by the NCVB or in conjunction with local sport organizations and associations with similar goals.

Networking is a major strategy to attract events to Norman. Major influencers in the community who can assist in bringing events to Norman are the local sports associations. Results are more successful when these associations are partners with the NCVB in bidding on events.

Marketing Goals and Objectives

Tactical Goals

Through strategic, research based sales, marketing and public relations initiatives, the NCVB tactical goal is to show growth in the following key indicators:

1. Room nights booked for meeting groups
2. Group tour definite bookings
3. Leisure inquiries converted
4. Coop resources raised
5. Media coverage
6. Economic impact of tourism
7. Transient guest tax collections
8. Sales tax collections
9. Hotel occupancy
10. Average daily rate of hotel rooms
11. Length of stay of visitors
12. Per-person expenditure
13. Attraction attendance*

*Attraction attendance is suggested without any discussion with Norman attractions and thus, no indication they will be willing to share the information.

Strategic Goals

Continued development of Norman as a destination and further development of the Bureau, the staff and the Board are keys to establishing a strong foundation from which to work. The following strategic goals have been identified by the Board of Directors to address in FY 2012:

1. Focus sales efforts towards those that greatly impact the housing industry as a whole.
2. Aid in the continued development of Norman as a destination. Focus areas to include:
   A. Districts within Norman as destinations (i.e., Downtown, Porter Corridor, etc.)
   B. Enhancement of current attractions
   C. Development and promotion of existing festivals
   D. Development of new events
   E. Engagement in public transit initiatives such as current bus system and future expanded rail service
   F. Engagement in Parks and Recreations' Master Plan initiatives
   G. Initiatives to aid in hospitality development for the community
3. Review and update bylaws.
4. Explore new, non-tax revenue streams for the CVB.
5. Review *The Randall Study* and propose any outstanding action items from the study.

6. Continue work towards development of long range plan for the NCVB.
7. Review *The Future of Destination Marketing: Tradition, Transition, and Transformation ("Futures Study")* and propose any initiatives identified under the Value Propositions and/or Key Result Areas.

The NCVB will continue to look for ways we can assist with the development of districts, new festivals, public transit initiatives and the Parks and Recreations Master Plan, and the enhancement of current attractions. We will continue our involvement with community events and send media releases about such events. At present, the Communications Manager is actively involved with the organizing committee or lends media support to over 15 community events. Finally, we are drafting a hospitality development program. A draft of the program is included as Appendix B.

Marketing Strategies

Destination Development

The Board of Directors and staff recognize destination development is just as important as marketing and promotions. So much so, that half of the Strategic Goals for Fiscal Year 2012 are related to destination development.

Aid in the continued development of Norman as a destination. Focus areas to include:

- Districts within Norman as destinations (i.e., Downtown, Porter Corridor, etc.)
- Enhancement of current attractions
- Development and promotion of existing festivals
- Development of new events
- Engagement in public transit initiatives such as current bus system and future expanded rail service
- Engagement in Parks and Recreations' Master Plan initiatives
- Initiatives to aid in hospitality development for the community

The NCVB will continue to look for ways we can assist with the development of districts, new festivals, public transit initiatives and the Parks and Recreations Master Plan, and the enhancement of current attractions. We constantly monitor activities and discussions related to each. We will continue our involvement with community events and send media releases about such events. At present, the Communications Manager is actively involved with the organizing committee or lends media support to over 15 community events. Finally, we are drafting a hospitality development program. A draft of the program is included as Appendix B.

In addition, the NCVB will continue to monitor municipal and State issues that affect community and economic development – i.e. I-35 widening, local road maintenance, the Storm Water and Greenway Master Plan, Greenbelt Commission.

Almost every aspect of your physical destination presents an opportunity to make favorable impressions. You have a captive audience and a controlled environment where you can communicate your marketing message any way you choose. What will you do with it?[12]

- Explore design & beautification initiatives
- Explore signage & way-finding programs
- And in general, work on the Norman mojo & ambiance

The need for visitor centers is growing, at least according to a recent survey of DMO professionals conducted by DMAI. 16% of destinations indicated an increase in the number of visitor centers they manage. With 81% of DMOs indicating they manage at least one visitor center, one perspective for this growth is that today's centers are finding fresh ways to draw in visitors. From touch screen technology to ticket sales, today's evolving visitor center is producing new ways to engage leisure travelers.[14] Suggested in the 2001 Randall Study, the NCVB must revisit visibility directly off I-35.

Research

Continued requests for reports on the economic impact of University athletics, festivals and events has lead to the primary research initiative in Fiscal Year 2012. With cooperation from community partners, the NCVB will contract with a research firm to analyze the spending of attendees at home OU football games and key festivals and events.

Due to budget restraints, the NCVB is limited to secondary research in which to expand our knowledge of visitor needs and desires which would maximize our marketing effectiveness. Through OTRD, USTA, DMAI, and other industry resources we are able to collect national and state-wide psychographics and demographics of current and potential visitors. If the NCVB were to understand the Norman-specific visitor psychographics and demographics, we would be able to segment the databases into niche markets and maximize our marketing effectiveness.

Additionally future studies will look to:
A. Determine the conversion of potential visitors into actual visitors to Norman.
B. Determine the awareness of Norman offerings to members in target markets.
C. Determine the level of satisfaction with the NCVB offerings to visitors.
D. Monitor success of NCVB objectives and activities.

Brand Image

Last year, the NCVB and Third Degree Advertising developed a realigned brand image specific to Norman. Staff spent the latter half of 2010 incorporating the graphics, keywords and tagline into all NCVB marketing efforts.

About the Brand Image

NORMAN
VisitNorman.com

The colors employed for the NCVB are based on the features of Norman itself; Red for OU and Blue and Green for the Earth and Sky. The colors are muted to match the OU Crimson and fit well within a color palette that appeals to the target audience.

The typefaces used throughout the NCVB branding are a combination of clean, modern sans-serifs with a bold, traditional serif typeface. Both which reflect the characteristics of Norman.

The icon set is indicative of the main attractions Norman offers – dining, entertainment/arts, and sporting events. Upon reflection of the icons, some in the community have suggested

the fork represents the exemplary customer service Norman offers which can include representatives of hotels, bed and breakfasts, retail outlets, convenience stores, and more.

One element of the brand – the above logo – has already garnered an award receiving the Bronze award for the Elements of Advertising - Logo category in the 2011 Oklahoma City ADDY® Awards. The Logo, designed and submitted by 3rd Degree, competed against 624 entries.

Meetings/Convention and Sports

The NCVB will continue to work with conference centers, hotels and OU's CCE to increase the number of meetings, conferences, and events-related spending in Norman particularly during off-peak time periods. Specific targets to include:

1. Business with 300 peak room nights or more outside Oklahoma in the religious, government, fraternal and hobby markets.
2. Business of any size in the following markets – OU, business transient, business retreat, conference (of any kind), family reunions, and wedding.

Strategies to employ include:

A. Continuing direct sales to conference and meeting planners. Through FY 2011 marketing efforts, our database of contacts expanded by 5,100. Those contacts in addition to contacts through the EmpowerMINT database will be "worked" this year.
B. Continue to attend trade shows in all segments listed in the mission. The staff has identified six industry specific tradeshows that we will return to and market Norman through:
    a. Society of Government Meeting Planners
    b. Connect
    c. Rejuvenate
    d. Religious Conference Management Association
    e. TEAMS – Travel Entertainment and Management of Sports
    f. National Association of Sports Commissions Symposium

    Staff deemed the above tradeshows successful by gaining significant contacts and more importantly, actual leads as a result of attending. SGMP garnered 2 leads; Connect, 11; Rejuvenate, 10; RCMA, 4; TEAMS, 8; and NASC, 4.
C. Organize sales blitzes to target markets – Wichita, Kansas City, Little Rock, Dallas-Fort Worth, Houston and St. Louis.
D. Invite targeted meeting planners for site tours/familiarization tours.
E. Maximize our presence on the internet identifying opportunities for Norman to be showcased and/or for reviewers to comment on the success of their meeting/event in Norman.
F. Continue participation in meeting planner associations.
G. Continue networking with local professionals and residents to identify potential groups, including sport events, that could visit.

Tourism (Leisure) Advertising

2009 research affirmed there is indeed a market of leisure travelers to Norman outside of home football games. Women, over 35, with a household income between $45-100,000, and no kids in the household come from a drive market on Friday, Saturday and Sundays between January and August to vacation, visit family and shop. They visit one to three times a year and stay up to three days when they do. They visit Downtown Norman, the OU campus, Sam Noble, Riverwind Casino and Campus Corner.[8]

The research conducted through the brand realignment supported these findings and indicated a greater tendency of our visitors to shop as Downtown Norman, Sooner Mall, Campus Corner, and shopping along I-35 were among the top responses of destinations visited.[6]

Much more secondary research on leisure travelers is available. OTRD provides further insight into the likelihood of travel this year. YPartnership's *2010 Portrait of American Travelers* provides the greatest insights into the psyche, travel patterns and use of technology by the leisure traveler. And Google's *The Traveler's Road to Decision Trends and Key Findings* provides greater understanding of the traveler's use of technology. Key findings include:

- What are the travel plans for 2011? 25% plan a vacation; 25% plan a weekend getaway; 28% plan both a vacation and a weekend getaway; 24% haven't decided yet; 20% don't plan to take a trip (check all that apply.)[4]
- Over half of the travelers plan to vacation within the region. 12% include Oklahoma in their plans up from 7% last year. (By comparison 19% include Texas, 13%, Missouri.)[4]
- Only 36% plan to travel with children.[4]
- Advance Travel Planning… 19% plan their trip one month out. 80% plan their trip less than 6 months out. (2009 SMRI indicates that 64% plan their trip less than one month out.)[4]
- Travel plans are done online… 66% use the internet for travel information; 42% word-of-mouth; 33 % state travel websites; 21% brochures; and 18% travel books and magazines.[4]
- Family travelers are more likely to have taken a vacation in their local area (less than 50 miles from home) as an alternative to vacationing in a destination that would have required traveling a greater distance.[2]
- 31% of families took a "last minute" trip last year, departing an average of just six days after deciding to take the trip.[2]
- All family travelers surveyed have access to the Internet at home, and practically all have gone online to get information about travel suppliers and make reservations.[2]
- Search remains the number one planning source for leisure travel. There also has been significant growth in search throughout the purchase funnel, as one-third of travelers say search prompted them to book travel. Search engine users most often search for overnight accommodations, destinations, vacation activities, road trips and air travel.[9]
- Online video use for travel is growing significantly among travelers. Throughout the travel planning process, 41% of personal travelers, 63% of business travelers and 58% of affluent travelers specifically watch travel related video online. YouTube remains the most popular source of online video for these travelers, as 81% of travelers who watch videos visit YouTube.[9]
- Substantiated with the report that YouTube is the second largest search engine in the U.S. (after Google), processing more than 3.5 billion searches on the site each month.[10]

- Personal travelers more than doubled their usage of mobile for travel purposes in the past year alone. Research also shows significant increases in the use of mobile devices for specific behaviors like booking and checking in. Mobile continues to offer immense growth opportunities, as one third of travelers who currently do not use their mobile device for travel will likely do so in the next year.[9]
- In the last 15 years, the Internet has become the foremost influence on the consumer's decision and purchase process, and continues to grow every year. How big is the Internet's influence? According to a June 2007 report titled, "Frames of Reference: Online Video Advertising, Content and Consumer Behavior" (from Online Publishers Association and OTX) the Internet influenced 48-57% of purchase decisions at varying stages of consideration, compared to 20-26% influenced by word-of-mouth and just 18-29% for all other media (radio, magazines, newspapers and television) combined.[11]

The above suggests the need for year-round advertising – with more online – instead of the traditional thought of advertising late-winter/early spring as the traveler plans for the traditional summer vacation. As budget allows we can do more year-round advertising. The above findings further suggest a tremendous shift in strategy – away from bought media as the only outlet and more towards a focus first on 'owned media' – channels that one develops and manages their self, i.e., website, blog, Facebook page, Twitter feed, YouTube channel, and even the destination itself (as already mentioned on page 11.)

Owned Media Strategies

The NCVB will focus on further creating our own channels and focus on the tactical executions in those mediums. *This relationship building approach can deliver a richer brand experience, and fosters consumer advocacy and word-of-mouth recommendations that carry great weight and credibility.*[11]

Website: VisitNorman.com is completely being redesigned as this is prepared it is targeted to "go live" in early April, 2010. After the new site goes live, staff will look to leverage search engine optimization and keyword rankings to attract the right audience to the site, develop a content strategy that continuously provides key information, creates a desire for Norman and converts prospects to customers, and continue to serve up photos, videos, and itineraries to fuel the imagination. With further development of the site, we can look to provide visitors the opportunity to share their experiences as testimonials and advocacy.

Mobile: The NCVB already offers a mobile website interface to the right content. As budget allows we will look to add value-added applications that help travelers get the most out of their time and money.

Blog: A blog feature will be included in the redesigned VisitNorman.com. Staff will develop a strategy to add appropriate editorial to the blogs.

Facebook: The Communications Manager works with an intern on the maintenance of the page. As of this writing, a strategy is being developed as to what and when to post as well as further utilizing features.

Twitter: While it's reported only 8% of American adults use Twitter – "evidence that, despite its enormous popularity among tech and media folks--and its massive global user numbers—Twitter has yet to go mainstream"; half of these Twitter users "basically never

listen to a word anyone else says"; and less than a quarter of Twitter users, meanwhile, or 2% of American adults, are heavy Twitter users[11], the NCVB will still develop a strategy for the use of Twitter.

YouTube channel: Through the redesign of VisitNorman.com, the NCVB's YouTube channel will be significantly populated. Staff will continue to develop a 'man-on-the-street' strategy recording short interviews or features on Norman attractions, festivals and events and including those on our YouTube channel.

TripAdvisor: While the NCVB will pay for sponsorship of the Norman, Oklahoma, 'front page' on TripAdvisor and thus, might be considered paid advertising, we will be able to control the content provided to the visitor to the page and so staff considers TripAdvisor a part of the owned media strategy.

VideoGlobetrotter: Again, another outlet we must pay to utilize but we will be able to control the content on the site. OTRD utilizes VideoGlobetrotter.

Other Internet Channels: Staff will continue to search out further channels to maximize our marketing efforts, Flickr, Foursquare, Trazzler, Dopplr, Glider, Digg, Redit, Stumbleupon, etc., and ensure all outlets on the internet are populated with correct information about Norman.

Printed Literature: In partnership with Key Magazine, 120,000 2011 and 2012 Official Norman Visitors Guides will be printed. 20,000 "Pad Maps" will be printed.

Norman as a destination is another part of the NCVB owned media strategy. In addition to those outlined on page 16, we must provide greater customer service. One way is through consumer facing staff training and customer service development. We are presently developing a hospitality development program. A draft of the program is included as Appendix B. Another opportunity to provide greater customer service is simply being more accessible. Under consideration are revised hours the Welcome Center will be open specifically Saturdays Memorial Day through Labor Day, days of home OU football games, and some Holidays.

Paid Media Strategies

Past advertising efforts have targeted those in our target demographic – female, 35-60, married, empty-nester, HHI of $50- to $125,000. Recognizing an overnight visit is far more of an economic impact than a "day tripper", past strategy has only focused on key DMAs outside Oklahoma – Dallas/Fort Worth, Houston, Wichita, Kansas City, Wichita Falls/Lawton. Recognizing Oklahomans continued to inquire most about information on Norman more than any surrounding state,[7] paid advertising this year will include more in-state outlets.

Initiatives will include:

A. State
    a. Print Advertising
        - Ad in Oklahoma Travel Guide – 375,000 printed
        - Ad in FCMA Travel Guide – 100,000 printed
        - Ad in Oklahoma Vacation Newspaper Insert. Included in Oklahoma City and Tulsa papers – 320,000 total printed

- Ad in OU Parents Guide – 12,000 printed

b. Online
- Premium Sponsorship on TravelOK.com website – estimated number of impressions – 1,700,000

c. Direct mail
- The 2011 Official Norman Visitors Guide to the over 10,000 prospective visitors in Oklahoma in the NCVB database.

d. Brochure Distribution
- At Oklahoma State Fair (coop with OTRD)
- At Tulsa State Fair (coop with OTRD)

e. Further opportunities, primarily through Frontier Country Marketing Association, have not been released as of this writing. They will be considered as those opportunities are shared.

B. Regional

a. Print Advertising
- Ad in Oklahoma Travel Guide – 375,000 printed
- Ad in FCMA Travel Guide – 100,000 printed
- Ad in Oklahoma Vacation Newspaper Insert. Included in Wichita, KS, Amarillo, TX, Ft. Worth, TX, and Dallas, TX papers – 320,000 total printed
- Ad in Midwest Living March/April Travel Directory – 950,000 circulation
- Ad in Midwest Living May/June (part of OTRD coop) – 950,000 circulation
- Ad in Best of the Midwest – 300,000 impressions
- Ad in Better Homes and Garden May issue Travel Central – 1,502,000 circulation

b. Online
- Premium Sponsorship on TravelOK.com website – estimated number of impressions – 1,700,000
- Search Ads, general – 1,140,000 impressions
- Digital Media campaign on ZOOM, MWL's Travel Channel on MidwestLiving.com – 500,000 impressions for two months

c. Tradeshows
- Vision Women's Show (Dallas)
- Wichita Falls Women's Expo
- McAllen (TX) International Show
- Ft. Worth Vacation Show
- Kansas City Travel Show
- Wichita Women's Fair
- Just For Her Expo (Overland Park, KS)

d. Direct mail
- The 2011 Official Norman Visitors Guide to the over 10,000 prospective visitors in Texas, Arkansas, Missouri, and Kansas in the Bureau's database.

C. Target Niche – OU Football Season Ticket Holders
Staff now having gone through two football seasons, feedback from the hotels and bed and breakfasts has informed us that Norman housing properties are indeed, not sold out home football weekends as long thought the case. Speculation is that prior to the recent addition of new properties and 1,200 rooms, the season ticket holder would have to utilize hotels in south Oklahoma City. (As of this writing, staff is in discussion with Sooner Sports Properties as to strategies to reach OU football season ticket holders with the message that there are more rooms in Norman in attempt to change perceived behavior patterns of staying outside of Norman.)

The above are the initiatives budgeted at this time, with our limited budget as cited previously (see page 11), many initiatives have been left out of the budget. To date, $374,000 worth of marketing initiatives remain unfunded. As budget allows, staff will explore more non-traditional paid tactics including advertising on social networks, paid search, rich media banner advertising, cinema advertising in feeder markets, long form video on demand delivered through cable networks, guerilla strategies at concerts and other large venues, contextual advertising, and digital billboard advertising.

Public Relations

"Some of the most trustworthy and reliable recommendations a resort or destination can receive are those of the free press, the unbiased reviews from guests or the opinions of established bloggers. These are the earned media outlets – you don't control them, but if you deliver an authentic, honest brand experience, you'll earn their attention and support."[12]

In addition to assisting with owned media initiatives:

A. Participate in media blitzes offered through the Frontier Country Marketing Association.
B. Plan additional four additional media blitzes:
    - Ada/Ardmore/Durant/McAlester,
    - Plano/Sherman/Grapevine/Denton/Ardmore/Sulphur,
    - Lawton,
    - Dallas/Ft. Worth
C. Host targeted media for familiarization tours.
D. Continue to establish working relationships with media to promote editorial coverage about Norman and calculate advertising equivalence of generated coverage.
E. Monitor comments of online media coverage and bloggers to acknowledge critics, correct mistakes and thank fans.
F. Continue involvement with community events and send media releases about such events. At present, the Communications Manager is actively involved with the organizing committee or lends media support to over 15 community events.
G. With further development of the site, look to provide visitors the opportunity to share their experiences as testimonials and advocacy.
H. Sponsor the Norman, Oklahoma, 'front page' on TripAdvisor to control content provided to the visitor to the page.
I. Explore development of Norman content other social networks like Yelp and AroundMe.
J. Post current news releases, story ideas and pictures on Website for use by media.

V. Fiscal Year 2012 Budget

NORMAN CONVENTION & VISITORS BUREAU
Fiscal Year 2011-12 Budget

REVENUES:

	2011-12	(2010-09)
Transient Guest Tax	550,000	(486,455)
Advertising	8,400	(46,000)
BookDirect	0	(600)
Special Events	10,000	(10,000)
Apparel	0	(150)
Interest	1,500	(1,000)
Other/Carryover	0	(39,045)
TOTAL REVENUES	$569,900	(583,250)

EXPENSES:

Marketing/Advertising	217,045	(227,839)
Research	4,250	(3,000)
Technology	32,350	(30,000)
Special Events	10,000	(10,000)
Operations	76,490	(97,760)
Personnel	224,137	(214,160)
TOTAL EXPENSES	$564,272	(582,759)

References

1. *STR Releases Optimistic 2011, 2012 Forecast*, HSMAI eConnect
2. *2010 Portrait Of American Travelers*, YPartnership
3. *2011 Global Travel Outlook*
4. *OTRD, Oklahoma Governor's Conference on Tourism, 2010*
5. USA Today 2/2/11
6. *3rd Degree Advertising, Norman CVB Brand Realignment, 2010*
7. *OTRD monthly visitor inquiry fulfillment reports*
8. *2009 Leisure Visitor Survey, NCVB*
9. *Google: The Traveler's Road to Decision Trends and Key Findings*, 2010
10. *Search Engine Weekly*
11. *THE TRUTH ABOUT TWITTER: Half Of Twitter Users Never Listen To A Word Anyone Else Says*, SFgate.com
12. *Rethinking Outdated Travel Media Strategies*, CreateWanderlust.com
13. *Economic Significance of Meetings to the U.S. Economy,* US Travel Association
14. *DMAI Member Needs Assessment Survey*
15. *Forecast 2011: What The Coming Year Holds for Planners,* Meetings and Conventions
16. *Meet the New American Traveler,* Hotel and Motel Management
17. Maura Gast, DMAI Board Chair and Irving, TX CVB President, remarks at DMAI Annual Convention, 2009

Appendix A

Big XII Conference and other Compatible Communities*

City	Population	DMO Annual Budget	TGT Rate	Percentage of TGT DMO Receives
1. Austin, TX	790,300	$9,000,000	15%	66%
2. Ann Arbor, MI	114,000	$2,600,000	5%	67%
3. Lubbock, TX	225,000	$2,500,000	13%	50%
4. Tempe, AZ	175,500	$2,381,000	5%	60%
5. Gainesville, FL	124,000	$2,000,000	5%	40%
6. Bryan/College Station, TX	184,000	$1,250,000	13%	35%; 27%
7. Lincoln, NE	254,000	$1,100,000	4%	50%
8. Ames, IA	50,700	$978,000	7%	71%
9. Manhattan, KS	52,800	$883,077	6%	88%
10. Norman, OK	**113,000**	**$557,500**	**4%**	**50%**
11. Berkeley, CA	102,000	$365,000	12%	75%

*population of 100,000 + with a major University within major metro

City of Norman Benchmark Communities

City	Population	DMO Annual Budget	TGT Rate	Percentage of TGT DMO Receives
1. Oklahoma City, OK	560,000	$4,980,000	5.5%	45%
2. Las Cruces, NM	93,570	$1,549,000 ('09)	unknown	unknown
3. Columbia, MO	101,100	$1,300,000	4%	100%
4. St. Joseph, MO	76,200	$1,300,000	N/A***N/A	
5. Waco, TX	126,000	$1,300,000	13%	90%
6. Fort Smith, AR	86,200	$894,500	3%	100%
7. Odessa, TX	90,900	$870,000	13%	51%
8. Lawton, OK	93,000	$780,000*	5%	unknown
9. Boulder, CO	94,200	$727,000	N/A***N/A	
10. Lawrence, KS	92,000	$685,000	6%	80%
11. Denton, TX	119,450	$650,076	13%	51%
12. Stillwater, OK	39,000	$580,400	4%	100%
13. Norman, OK	**113,000**	**$557,500**	**4%**	**50%**
14. Edmond, OK	81,000	$452,350	4%	100%
15. Broken Arrow, OK	92,000	$350,000	4%	100%
16. Enid, OK	47,000	$250,000	8%	0
17. Midwest City, OK	54,000	$185,000 ('09)	unknown	unknown
18. Westminster, CO	108,850	N/A**	N/A	N/A

*includes Economic Development

**Westminster, CO has no DMO

***St. Joseph, MO and Boulder, CO's funding structures differ greatly

Appendix B

Hospitality Personality Program

In the Spring of 2009, the CVB asked visitors to rate their overall satisfaction of various visitor related issues for the city of Norman. Only 48% indicated they were satisfied or very satisfied with the friendliness of the people. A subsequent survey in the Spring of 2010 revealed 91% indicated they were satisfied or very satisfied with the friendliness of the people. Despite the 2010 results, the CVB recognized the need for continuous customer service or hospitality training.

Upon completion of a 'brand realignment' the CVB further recognized that Norman's brand is not the logo atop this page or a newly designed advertisement. Instead, Norman's brand is the people. To promote this concept, the CVB, in partnership with David Littlefield, has developed the **Hospitality Personality Program.**

What is **Hospitality Personality**?

- It's developing programs to recognize and reward outstanding Hospitality Personality behavior.
- It's never missing an opportunity to make a great impression.
- It's becoming an "Ambassador of Hospitality".

  Ambassadors are enthusiastic, nice, kind, smile a lot, and are proud to be working in their industry.

In conversations with the Chamber of Commerce and Economic Development Coalition, all three entities recognize that hospitality is not just a "tourism thing" but the proper greeting could encourage one to move to Norman or demonstrating exemplary customer service might drive one to move their business to Norman!

Goals:

1. To create a Welcome Feeling throughout Norman
   Greet people with a smile!
   Welcome them in with a "we appreciate you being here!"
   As they leave, they hear "thank you for choosing us! Come back again!"
2. To create a fantastic Customer Service Environment in Norman
3. Increase Norman's ranking by visitors of the friendliness of Norman to above the 2010 mark of 91% satisfied or very satisfied.

Hospitality is what we do. Being nice is how we do it.

The Hospitality Personality Program has three steps:

1. Rally for Norman

   At the Annual Tourism Luncheon, June 15, a "Rally for Norman" will be held in which we excite stakeholders of developing a culture of hospitality in Norman.

Subsequent rallies will be held throughout summer in numerous locations throughout the community.

Promotion of the Rally will be through:
- Stories in the CVB, Chamber of Commerce, NCED, and Arts Council e-newsletters;
- Social Media outlets;
- Feeding stories to the area media;
- Inserts in the City water bills;
- Rotating slides on City cable TV channel;
- Presentation to Service Clubs;
- Advertisements in the Norman Transcript and other media outlets as budget allows. (There are no dollars budgeted for this Program at this time but staff will look to identify dollars to allocate towards the Program. We will look to trade for advertisements when possible.)

2. Hospitality Incentive Program

Following the Rally for Norman, we will roll out the Hospitality Incentive Program (HIP). Modeled off other successful programs, the Program will make visitor information available and increase awareness of events and attractions in Norman. It will also empower frontline workers with the tools to confidently inform inquiring visitors about Norman's offerings.

Participating businesses will be asked to hang a HIP poster in their front window, display the HIP logo on their front door, place the Visitor Guides in an area that can be seen by customers, make a Hospitality Reference Book available to employees for inquiries, and train employees to answer questions on what there is to do in Norman.

Utilizing "secret shoppers", businesses who provide hospitality, answer questions, and have the afore mentioned prominently displayed will receive a $25 incentive to the employee that demonstrated hospitality and $25 incentive to his/her manager.

3. Hospitality Feedback

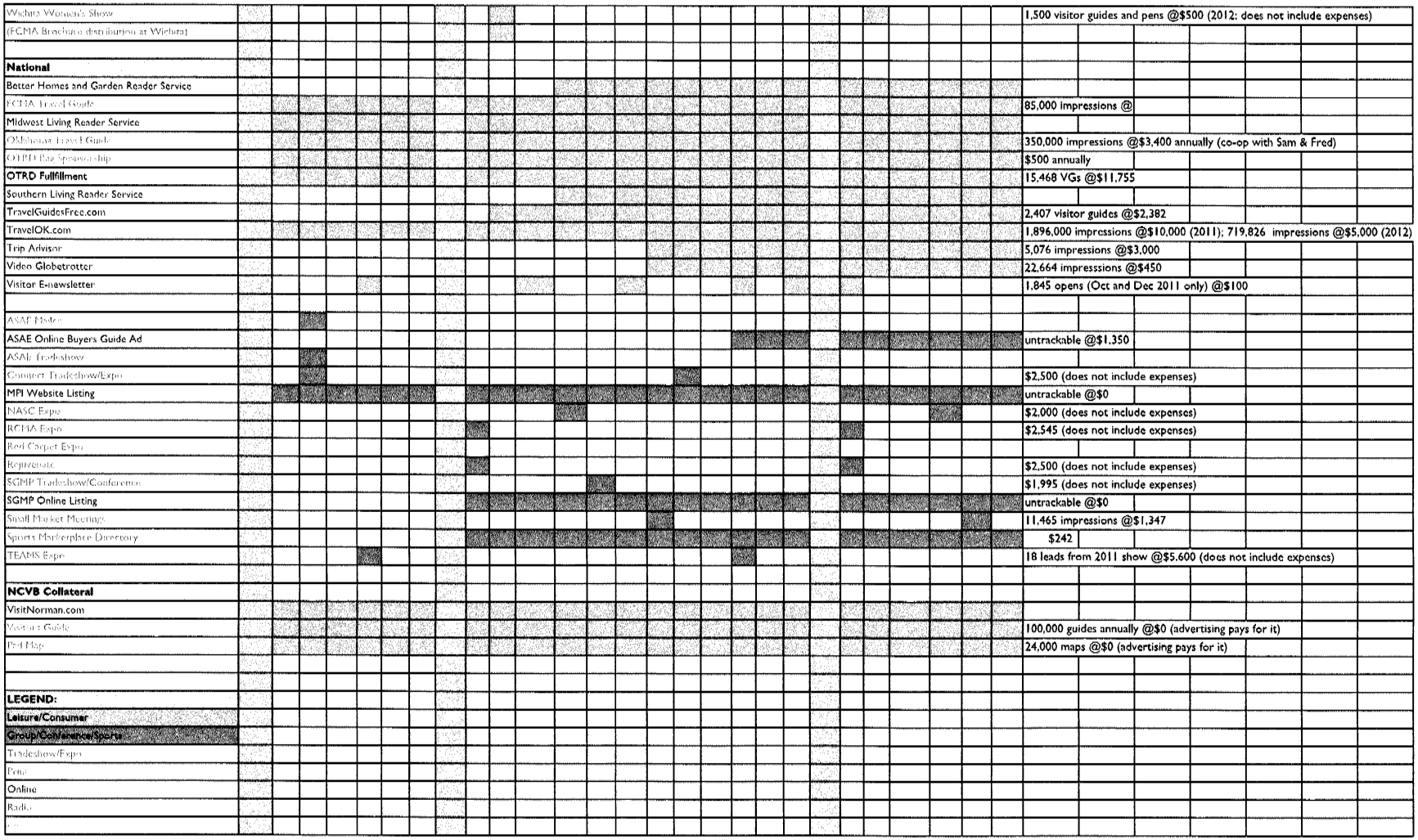
In the spring of 2012, the CVB will conduct a similar survey to those conducted in 2009 and 2010. At that time we will hope to increase Norman's ranking by visitors of the friendliness of Norman to above the 2010 mark of 91% satisfied or very satisfied.

Throughout the year though, we will continuously gain feedback through our website – www.VisitNorman.com. Asking *Would you return to Norman because of our Hospitality?, What can we do to improve our Hospitality Environment?, Is there a business that exemplified outstanding Hospitality?, Is there an employee that exemplified outstanding Hospitality?,* we will be able to constantly monitor the satisfaction of hospitality received by visitors.

Long range ideas of the program could include:
- Norman residents creating their own Icon (sans CVB icons in brand logo.) Perhaps someone has an icon different than "the fork", "the guitar" or "the football". We would challenge them to make their own icon and share it with us.

- Pictures… as T-shirts are printed, we would challenge residents to have their picture taken in their Norman shirts as they travel. Send us the picture and we'll post them.
- Facebook posts and Tweets… encourage residents to visit an attraction or event and post about it on Facebook or tweet about it on Twitter. (Better yet, post or tweet about it BEFORE attending. Even better yet, include VisitNorman.com in the post/tweet.) We'll post our favorites on our website.

	2010	July	Aug	Sept	Oct	Nov	Dec	2011	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2012	Jan	Feb	March	April	May	June	
Norman																												
89er Day Parade (entry)																											untrackable	
																											Per month: 261,264 impressions at $750	
Chamber Business Expo																												
Chamber Map Ad																											10,000 impressions @$400	
Cleveland County Fair																											200,000+ impressions @$900	
Embassy Suites Concierge Flyer																											10,000 impressions @$600	
Lake Thunderbird Map Ad																											4,000 impressions @$582; 5,000 in 2012	
Medieval Fair (booth)																											$700	
Norman Music Festival (booth)																											1,000 koozies, $972	
OU Grad Student Expo																											100 visitor guides, $0	
OU Parents Guide																											34,370 impressions @$1,350	
OU Sooner Kickoff																											500 VGs, $125	
Statewide																												
Oklahoma Magazine																											$1,359	
Oklahoman Outlook																											$3,000	
Oklahoma State Fair (brochure)																											untrackable @$225 per	
Oklahoma Today																											585,000 impressions @$10,868	
OTRD TICs																											9,900 visitor guides @$0	
Tulsa State Fair (brochure)																											untrackable @$225 per	
OSAE Conference Sponsorship																												
Regional																												
Best of the Midwest																											1,900,000 impressions @$0 (value added)	
Better Homes and Gardens																											2,418,000 impressions @$21,000	
Certified Ft Hers																											untrackable @$7,000	
Dallas Home and Garden Show																											600 visitor guides @$1,800 (does not include expenses)	
Direct Mail - Visitors Guide																											9,957 visitor guides @$3,883	
Just For Her Show (KC)																											600 visitor guides @$1,000 (does not include expenses)	
Key Buy and Save (co-op w/ Andy's)																											600,000 impressions @$4,000	
McAllen, TX Travel Show																											600 visitor guides @$900 (does not include expenses)	
(FCMA Brochure distribution at McAllen)																											no report @$125	
Midwest Living																											3,800,000 impressions @$23,648	
Online Search																												
OPUBCO Newspaper Insert																											$2,500	
(Tulsa, Amarillo, DFW, Wichita, OKC)																												
Radio Kansas																											no report @$0	
Social Media																												
Sooner Mall "Welcome Center"																												
Sooner Sports Spring Game																											$1,000	
Southern Living																											630,000 impressions @$4,232	
Vixon Women's (Dallas) Show																											600 visitor guides @$2,900 (does not include expenses)	
Wichita Falls Travel Show																											400 visitor guides @$500 (does not include expenses)	


Wichita Women's Show
1,500 visitor guides and pens @$500 (2012; does not include expenses)
(FCMA Brochure distribution at Wichita)
National
Better Homes and Garden Reader Service
FCMA Travel Guide
85,000 impressions @
Midwest Living Reader Service
Oklahoma Travel Guide
350,000 impressions @$3,400 annually (co-op with Sam & Fred)
OTPD Bar Sponsorship
$500 annually
OTRD Fullfillment
15,468 VGs @$11,755
Southern Living Reader Service
TravelGuidesFree.com
2,407 visitor guides @$2,382
TravelOK.com
1,896,000 impressions @$10,000 (2011); 719,826 impressions @$5,000 (2012)
Trip Advisor
5,076 impressions @$3,000
Video Globetrotter
22,664 impresssions @$450
Visitor E-newsletter
1,845 opens (Oct and Dec 2011 only) @$100
ASAE Media
ASAE Online Buyers Guide Ad
untrackable @$1,350
ASAE Tradeshow
Connect Tradeshow/Expo
$2,500 (does not include expenses)
MPI Website Listing
untrackable @$0
NASC Expo
$2,000 (does not include expenses)
RCMA Expo
$2,545 (does not include expenses)
Red Carpet Expo
Rejuvenate
$2,500 (does not include expenses)
SGMP Tradeshow/Conference
$1,995 (does not include expenses)
SGMP Online Listing
untrackable @$0
Small Market Meetings
11,465 impressions @$1,347
Sports Marketplace Directory
$242
TEAMS Expo
18 leads from 2011 show @$5,600 (does not include expenses)
NCVB Collateral
VisitNorman.com
Visitors Guide
100,000 guides annually @$0 (advertising pays for it)
Ped Map
24,000 maps @$0 (advertising pays for it)
LEGEND:
Leisure/Consumer
Group/Conference/Sports
Tradeshow/Expo
Print
Online
Radio

NORMAN
VisitNorman.com

Sales Department 2012 Action Plan Summary

Sales Goal

Brand and promote Norman as a convention, meeting and sport event destination, establishing a strong state, regional and national presence, focusing promotion and sales efforts towards those that greatly impact the housing industry as a whole.

In return, the NCVB expects to see a direct economic impact through increasing room-night production for our Norman hotel partners.

Key Objectives

- Brand Norman and enhance awareness of Norman as a destination for conferences, meetings and sport events.

  "We believe our first job is to brand the destination. We don't care if a lead goes through us or directly to the hotel. As long as they're coming to Orlando, we don't care." Gary Sain, Visit Orlando, Successful Meetings, September 2011

- Continue to develop relationships with meeting and sport event planners through participation with industry organizations (OSAE, MPI, SGMP, etc.), continuing a presence at industry-related tradeshows, conducting feeder market blitzes and local sales calls. At all opportunities offer to host site visits.
- Continue to develop relationships with third party site-selection companies (HelmsBriscoe and ConferenceDirect). Message: *CVBs offer a depth of knowledge that helps planners sell the destination to their attendees, and CVB staff has the relationships within the community that can resolve problems when they arrive and the best relationships with the hotel community third-party companies are representing.*
- Continue networking with local business and community leaders serving on Boards of state, regional, and national organizations to entice universal top-of-mind common goal of selling Norman as a destination organizations they are members of.
- Continue to expand our service offerings to meeting and sport event planners.
- Generate leads and produce room night business. Exceed room night lead goal of 25,000.

Key Focus Areas:

- Business with 300 peak room nights or more outside Oklahoma in the religious, government, fraternal, sport and social (hobby) markets.

  "…bureaus are the undisputed kings in marketing destinations to groups holding city-wide conventions. 'CVBs are built to play that role,' says Richard Scharf, CEO of Visit Denver. 'We're the Walmart of destination marketing. We have the most robust information and the relationships with the key players to put together a comprehensive proposal for the customer.'" Successful Meetings, September 2011

- Business of any size in the following markets – OU, business transient, business retreat, conference (of any kind), family reunions, and wedding.

Concentrations over next Six Months

- Completion of Sales Department Action Plan including action items per month
- Susan continuing follow-ups with Ryan's contacts and outstanding business
- Continued networking through community, University of Oklahoma departments and student associations, OSAE, MPI, SGMP and University of Oklahoma
- Continue discussions towards resurrection of the meeting planners group on campus; goal of hosting meeting planners' luncheon
- Attend Religious Conference Management Association conference/expo. Additional promotions around attendance to include a pre-mailer to all registered attendees; a personal postcard to scheduled appointments; and of course follow-up after the show.
- Attend National Association of Sports Commissions Symposium. Additional promotions around attendance to include a pre-mailer to all registered attendees; a personal postcard to scheduled appointments; and of course follow-up after the show.
- Attend Society of Government Meeting Planners conference/expo. Additional promotions around attendance to include a pre-mailer to all registered attendees; a personal postcard to scheduled appointments; and of course follow-up after the show.
- Plan and initiate sales blitz to Kansas City metro
- Design and send two promotional E-blasts to database / lists
- Continue E-blasts to military contacts
- Generate another list from MINT to be worked
- Complete Meeting Planners section of VisitNorman.com
- Update profiles on online listings; populate social media outlets
- Design and print Meeting Planners Guide
- Design and print venues promotion piece
- Continue development of coupon program

City of Norman, OK

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

Master

File Number: O-1112-31

File ID:	O-1112-31	**Type:**	Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 32	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	02/08/2012
File Name:	O-1112-31 Rock Creek Youth Camp Special Use			**Final Action:**	

Title: ORDINANCE NO. O-1112-31: 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 GRANT SPECIAL USE FOR A RECREATIONAL CAMP ON PROPERTY CURRENTLY ZONED A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY, LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, SO AS AND PROVIDING FOR THE SEVERABILITY THEREOF. (4606 EAST ROCK CREEK ROAD)

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-31 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1112-31 upon Final Reading as a whole.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 31

Attachments: Text File O-1112-31, O-1112-31 Rock Creek Camp, CampRockCreek Location Map, Rock Creek Camp Plat, Rock Creek Youth Camp Staff Report, Rock Creek Camp Letter, Rock Creek Camp Description, 4-12-12 PC Minutes - Rock Creek Camp

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	03/08/2012					
1	Planning Commission	04/12/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council			
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council					
1	Planning Commission	04/12/2012					
1	City Council	05/22/2012	Introduced and adopted on First Reading by title only				
	Action Text:	Introduced and adopted on First Reading by title only					
1	City Council	05/22/2012					

Text of Legislative File O-1112-31

Body

BACKGROUND: The applicant, Camp Rock Creek, Inc., owns an eighty-acre tract located at the southwest corner of 48th Avenue NE and Rock Creek Road. The camp has been in existence since 1958, prior to its annexation by the City of Norman in the mid 1960's. Therefore, the camp is considered a legal "non-conforming use" under the current Zoning Ordinance. The camp is rented by various Christian and secular groups for weekend retreats, weeklong summer camp sessions, day activities, and at times weddings. The applicant would like to expand the operation slightly, which triggered a need to authorize a Special Use. Most of the Camp facilities already exist with six cabins for the men and seven cabins for the women, a director's house, and an open-air chapel. A resident manager lives on the site.

This portion of Norman still contains numerous large agricultural lots that are sufficient in size to minimize any current or future off-site impacts from this establishment. This request is for "Special Use" to allow for the remodel of the existing 13 cabins and to add one new cabin on the men's side in the near future. The current zoning for this site is A-2 Rural Agricultural District. The agricultural zoning district currently identifies "recreation camp" as a permitted Special Use within this zoning district.

RECOMMENDATION: The minimal changes the applicant has requested will not create any additional impact on adjacent neighbors or increase traffic loads. This site is very large and has the capability to accommodate all of the proposed expansions. Staff received a letter of support from one neighbor. Staff recommends approval of this Special Use request for Camp Rock Creek. The Planning Commission, at their meeting of April 12, 2012, voted 7-0 to recommended approval of Ordinance No. O-1112-31.

O-1112-31

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 GRANT SPECIAL USE FOR A RECREATIONAL CAMP ON PROPERTY CURRENTLY ZONED A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY, LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4606 EAST ROCK CREEK ROAD)

§ 1. WHEREAS, Rock Creek Youth Camp, Inc., the owner of the hereinafter described property, have made application for Special Use for a Recreational Camp in the A-2, Rural Agricultural 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 Special Use; 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 Special Use.

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 grant Special Use for a Recreational Camp, for property currently zoned A-2, Rural Agricultural District, to wit:

The North Half of the Northeast Quarter of Section 23, Township 9 North, Range 2 West, of the Indian Meridian, Cleveland County, Oklahoma

Said tract containing 80 acres, more or less

§ 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

_____, 2012.

_____
Mayor

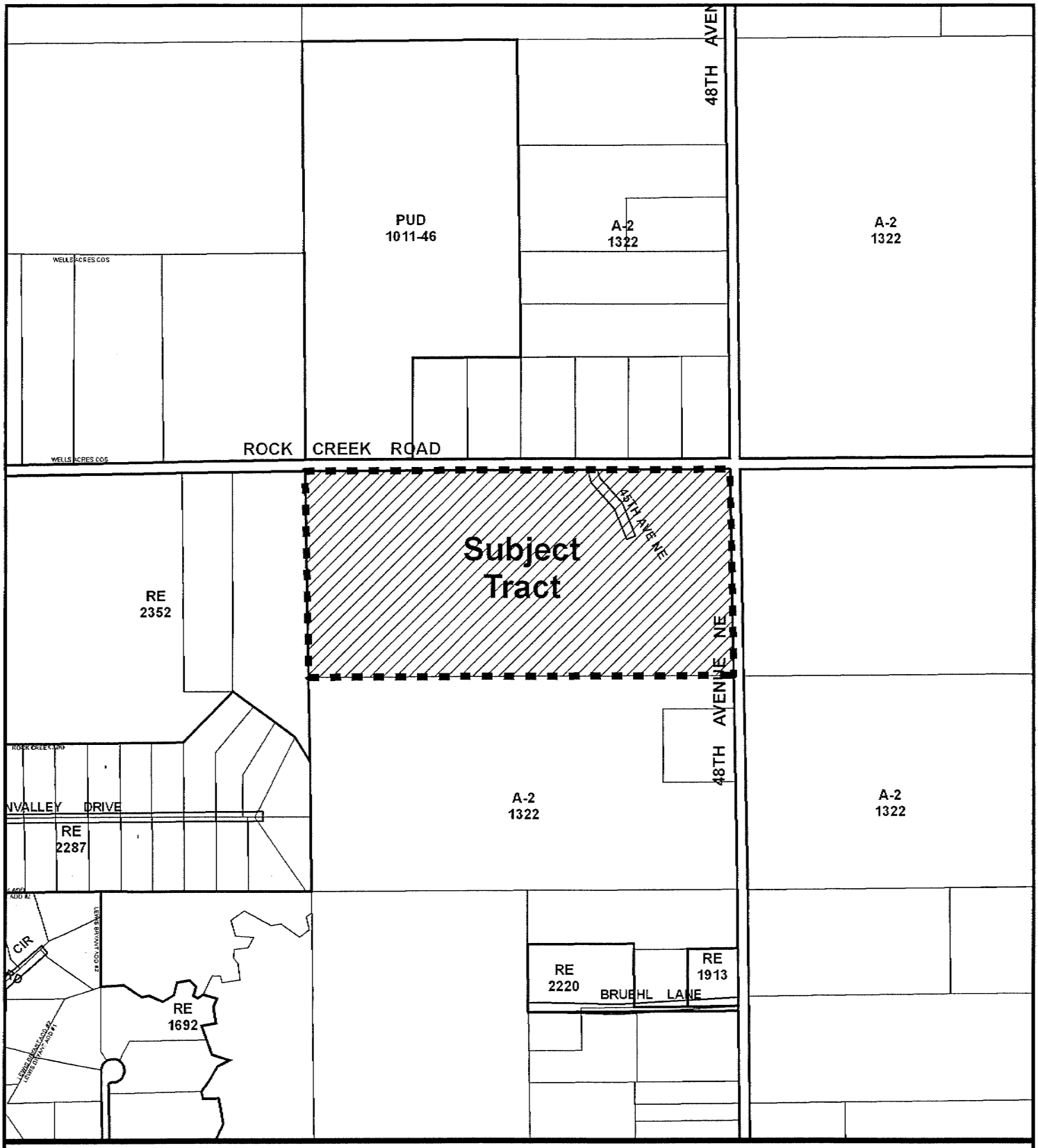
NOT ADOPTED this _____day of

_____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk



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.

N
W E
S

November 2, 2011

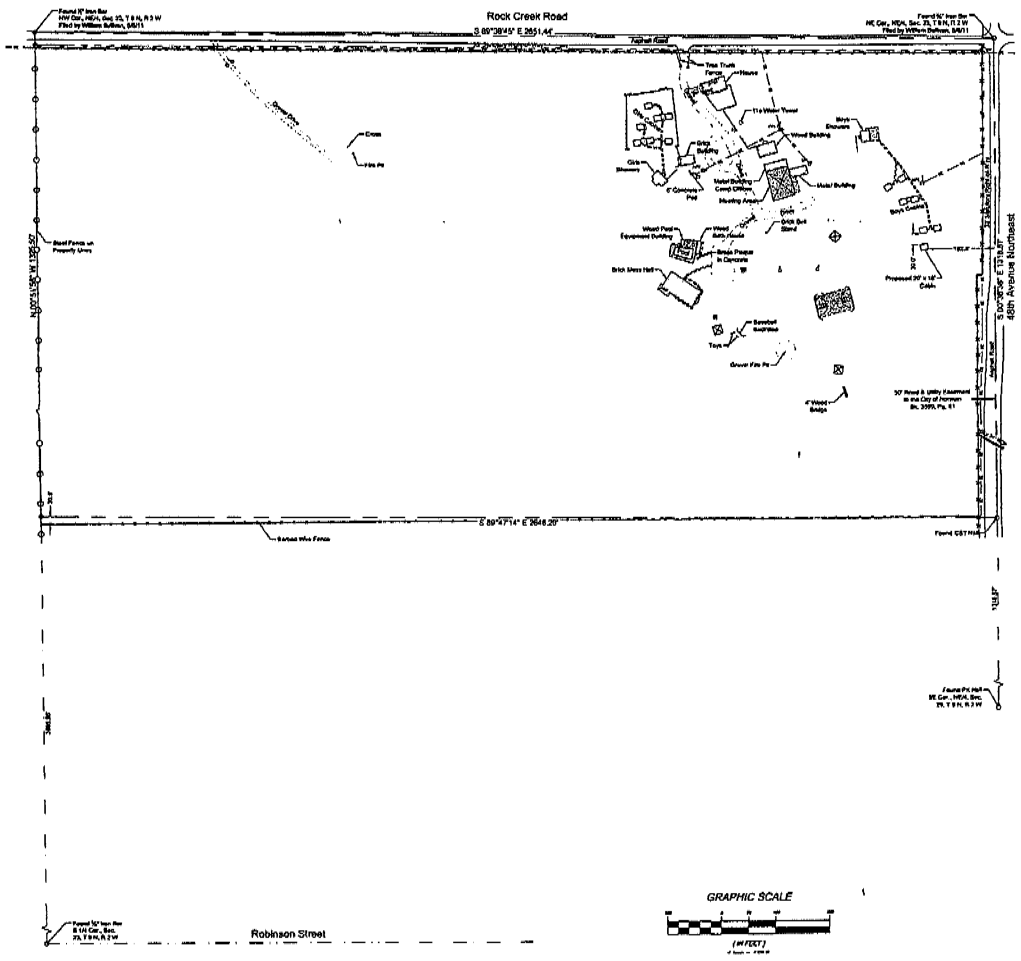
0 400 800 Ft.

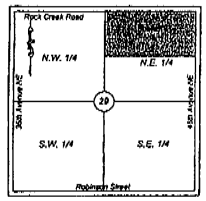
Subject Tract

Zoning
32-3

PLAT OF SURVEY

The North Half of the Northeast Quarter of Section 23, Township 9 North, Range 2 West





Vicinity Map
Section 29, Township 9N, Range 2W
Not To Scale

Basis of Bearings:
S 89°38'45" E, along the North line of the NE/4 Sec. 29, T 9 N, R 2 W.

LEGEND

- SUBJECT PROPERTY
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- OVERHEAD ELECTRIC LINES
- BARBED WIRE FENCE
- STOCKADE FENCE
- STEEL FENCE
- FOUND MONUMENT
- SET MONUMENT 1/2" IRON BAR W/CAP "HALE & BUCKLEY CA 6197" UNLESS OTHERWISE NOTED
- POWER POLE
- POWER POLE WITH TRANSFORMER
- UTILITY POLE
- LIGHT POLE
- GUY ANCHOR

GRAPHIC SCALE
(IN FEET)

SURVEYORS NOTES

1. This Survey meets the requirements of the Oklahoma Minimum Standards for the Practice of Land Surveying which was adopted by the Board of Registration for Professional Engineers and Land Surveyors May 17, 2010.
2. Date of Field Work: January 27 & 31, 2012
3. This Survey was performed without the benefit of a Title Commitment.

LEGAL DESCRIPTION

The North Half of the Northeast Quarter of Section Twenty-three (23), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma.

SURVEYOR'S CERTIFICATE

I, Curtis Lee Hale, a Licensed Land Surveyor, do hereby certify that a careful survey has been made under my supervision on the above described property as shown on the annexed plat hereto and there are no encroachments except if shown hereon. This Survey was made for the above stated purpose only and no other responsibility is hereby assumed. Dated at Oklahoma City, Oklahoma on this 1st day of February, 2012.

Curtis Lee Hale | C.L.S.N. 1762 — Title

OKLAHOMA ONE-CALL SYSTEM, INC. 811 or 800-522-6543 (WATS) Via Ala. (205) 754-0028, (Mail) OKC (405) 840-9855

THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THIS INFORMATION AVAILABLE, THIS IS NOT EXPLICITLY INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA IT IS THE

REV	REVISION/ISSUE	DATE

Buckley Hale & Company — Land Surveying and Planning
3601 S.W. 29th Street, Building C, Suite 200
Oklahoma City, Oklahoma 73119
Tel: (405) 606-2174 - Fax (405) 841-4851
C.A. # 819 - Exp. June 30, 2013
www.halesurvey.com

CLIENT: Rock Creek Youth Camp
c/o Davonne Carter
P.O. Box 7307
Moore, Oklahoma 73153

PROJECT NAME: Rock Creek Youth Camp
4606 East Rock Creek Road
Norman, Cleveland County, Oklahoma
Plat of Survey

BHG JOB NO.	5331.1
FILE	5331P1 Boud.dwg
DATE	2-1-2012
DRAWN BY	JMS
CHECKED BY	CLH
FIELD CREW	AS, JB, JS
SHEET	1

ORDINANCE NO. O-1112-31 ITEM NO. 6

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Rock Creek Youth Camp, Inc.
REQUESTED ACTION	Special Use for a Recreational Camp
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: PUD and A-2 East: A-2 South: A-2 West: RE
LOCATION	4606 E. Rock Creek Road
SIZE	80 acres, more or less
PURPOSE	Recreational Camp (Improvements)
EXISTING LAND USE	Recreational Camp
SURROUNDING LAND USE	North: Residential East: Vacant South: Residential West: Residential
LAND USE PLAN DESIGNATION	Country Residential
GROWTH AREA DESIGNATION	Country Residential Area

SYNOPSIS: The applicant, Camp Rock Creek, Inc., owns an eighty acre tract located at the southwest corner of 48th Avenue NE and Rock Creek Road. The camp has been in existence since 1958, prior to its annexation by the City of Norman in the mid 1960's. Therefore, the camp is considered a legal "non-conforming use" under the current Zoning Ordinance. The camp is rented by various Christian and secular groups for weekend retreats, week long summer camp sessions, day activities and at times weddings. The applicant would like to expand the operation slightly, which triggered a need to authorize a Special Use. Most of the Camp facilities already exist with six cabins for the men and seven cabins for the women, a director's house, and an open air chapel. A resident manager lives on the site.

ANALYSIS: This portion of Norman still contains numerous large agricultural lots that are sufficient in size to minimize any current or future off-site impacts from this establishment. This request is for "Special Use" to allow for the remodel of the existing 13 cabins and to add one new cabin on the men's side in the near future. The current zoning for this site is A-2 Rural Agricultural District. The agricultural zoning district currently identifies "recreation camp" as a permitted Special Use within this zoning district.

ALTERNATIVES/ISSUES:

- **IMPACTS** This tract in its current use has not created any impact on adjacent property owners. There are no additional impacts expected with the proposed expansion.

- **ACCESS** There is one existing access to this site off Rock Creek Road. No changes or expansion to create additional access has been requested.

OTHER AGENCY COMMENTS:

- **PARK BOARD** No parkland dedication is required with this request.

- **PUBLIC WORKS** Platting is not required for this Special Use zoning designation due to the size of the property.

STAFF RECOMMENDATION: The minimal changes the applicant has requested will not create any additional impact on adjacent neighbors or increase traffic loads. This site is very large and has the capability to accommodate any of the proposed expansions. Staff received a letter of support from a neighbor. Staff recommends approval of this Special Use request for Camp Rock Creek.

SEAN PAUL RIEGER
ATTORNEY AT LAW • ARCHITECT
S.P. RIEGER PLLC
136 THOMPSON DRIVE
NORMAN, OKLAHOMA 73069-5245
E-MAIL: SP@RIEGERLLC.COM

TELEPHONE: 405.329.6070 FACSIMILE: 405.329.7103

6 February 2012

City of Norman
Planning Department
201 West Gray
Norman, OK 73069

RE: Submittal of Special Use Application
Rock Creek Youth Camp

Dear City of Norman,

Please find the attached Application and payment for the proposed Special Use Permit for Rock Creek Youth Camp, at 48th Ave NE and Rock Creek. This is an application that is more of a housekeeping application in that this camp has operated on this site since 1958 and this application does not seek to change the use or existing operations of the facility. The only added feature being sought at this time is the addition of one more cabin, to be of approximately 20' x 16' in size, and the remodel of the other thirteen existing cabins. Otherwise, no other changes are planned on the property.

The site is a rural tract of roughly 80 acres in area, and is currently zoned Rural Agricultural. A site plan is attached, which shows the site as it currently exists and the one proposed cabin to be added to the east of the existing facilities. Also attached is supporting information and the required items of submittal for this Special Use permit. No other zoning or land use changes are sought. No part of the property resides in any flood plain to our knowledge.

We respectfully request the City's approval for this request, and we look forward to answering any questions that you may have.

Very Truly Yours,
S. P. RIEGER PLLC

By: Sean Paul Rieger
For the firm

Rock Creek Youth Camp

4606 E. Rock Creek Road, Norman, OK 73026

Facilities:

Camp Rock Creek, hereafter known as CRC, has a total of 13 cabins in two separate areas. There are 7 cabins on the women's side which also includes a bath house. There are 6 cabins on the men's side, and that also includes a bath house. There is an existing open air chapel on site. The chapel also contains private quarters that sleep up to 10 people. There are two bathrooms in this little apartment. There is also a canteen area and an art room attached to the chapel. There is also an existing mess hall building with an eating area, a kitchen and sleeping quarters that can accommodate 15 people. The camp has a pool, a pool house and a shed next to the pool.

CRC has a house on the property where the Camp Manager and his family reside. There are two sheds on the campgrounds as well, which house maintenance equipment.

Non Profit:

CRC is recognized by the IRS as a non-profit entity. It is governed by a Board of Trustees made up of men and one woman who are members of the churches of Christ in the metro Oklahoma City area. The budget is met by renting the camp out, as well as, donations made to the camp.

History:

Around 1955 a minister at the University church of Christ in Norman, T. Roy Finley, promoted the idea of a Christian Camp in Norman. A six man committee from University and Central churches of Christ both in Norman, began looking for land suitable for a camp. After Vernon Fry, found an old gravel pit area NE of Norman at NE 48th and Rock Creek Road, the grass lands and timber area of 80 acres was purchased for $5000 through a realtor, Wilbur Smith. The camp was incorporated and has been operating as a Christian camp since 1958.

Various Christian and secular groups rent out the camp for weekend retreats, week long summer camp sessions, day activities and at times, weddings.

The camp is maintained by the Camp Manager and Board of Trustees. Boy Scouts and Girl Scouts volunteer at the camp, as well as, Christians in the area come to work days at CRC.

Fundraisers have been held at the campgrounds to raise money for operations and upkeep of the camp. Church activities are frequent at CRC.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

APRIL 12, 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 12th day of April 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions 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 Tom Knotts Curtis McCarty Roberta Pailes Andy Sherrer
MEMBERS ABSENT	Cynthia Gordon Chris Lewis

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Doug Koscinski, Manager, Current Planning Division Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Jane Hudson, Planner II Wayne Stenis, Planner II Leah Messner, Asst. City Attorney Rick Hoffstatter, GIS Analyst Terry Floyd, Development Coordinator

* * *

Item No. 6, being:
O-1112-31 – ROCK CREEK YOUTH CAMP, INC. REQUESTS SPECIAL USE FOR A RECREATIONAL CAMP FOR PROPERTY CURRENTLY ZONED A-2, RURAL AGRICULTURAL DISTRICT, LOCATED AT 4606 E. ROCK CREEK ROAD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Plat of the Survey
4. Letter from Sean Rieger
5. Description of Property

PRESENTATION BY STAFF:
1. Ms. Hudson reported that the application is for a Special Use for a Recreational Camp for Rock Creek Youth Camp. The camp has been in existence since 1958, and they are requesting to add an additional cabin on the site, and that has kicked in the need to get a Special Use for the A-2 zoning. It is located at the southwest corner of 48th Avenue N.E. and Rock Creek Road. There is a single-family home across Rock Creek Road to the north. On site they have a water tank, an open meeting area, basketball courts, a pool, and cabins. There is a home on the site which staff believes is for the camp caretaker. They will be adding an additional cabin on the men's side of the site. There are minimal changes proposed to the site, and staff does not believe there will be any impact on adjacent neighbors. Staff supports the request for Special Use.

PRESENTATION BY THE APPLICANT:
1. Sean Rieger, representing the applicant – This is a 16' by 20' cabin on an 80-acre site for a facility that has been in existence since 1958. This request just makes the use legal by obtaining a Special Use Permit.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Jim Gasaway moved to recommend approval of Ordinance No. O-1112-31 to the City Council. Roberta Pailes seconded the motion.

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

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

YEAS	Dave Boeck, Jim Gasaway, Diana Hartley, Tom Knotts, Curtis McCarty, Roberta Pailes, Andy Sherrer
NAYES	None
ABSENT	Cynthia Gordon, Chris Lewis

Ms. Tromble announced that the motion to recommend approval of Ordinance No. O-1112-31 to the City Council passed by a vote of 7-0.

* * *

City of Norman, OK

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

Master

File Number: PP-1112-12

File ID:	PP-1112-12	**Type:**	Preliminary Plat	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 33	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	04/17/2012
File Name:	Independence Valley Prelim			**Final Action:**	

Title: CONSIDERATION OF A PRELIMINARY PLAT FOR INDEPENDENCE VALLEY ADDITION. (GENERALLY LOCATED SOUTH OF CEDAR LANE ROAD ONE-HALF MILE WEST OF 12TH AVENUE S.E.)

ACTION NEEDED: Motion to approve or reject the preliminary plat for Independence Valley Addition.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 33

Attachments: Text File Independence Valley, Attachment A-Traffic Table, IndependenceValley Location, Independence Valley Prelim Plat, Independence Valley Staff Report, GBC 12-12 Independence Valley Addition - Comments to PC, GBC App Independence Valley, Shaz Investment Group PD 12-13 pdf, 5-10-12 PC Minutes - Independence Valley

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	05/10/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council			
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council					
1	Planning Commission	05/10/2012					

Text of Legislative File PP-1112-12

Body

BACKGROUND: This item is a preliminary plat for Independence Valley Addition and is generally located one-half mile west of 12th Avenue S.E. on the south side of Cedar Lane Road.

The Norman Board of Parks Commissioners, at its meeting of February 6, 2006, recommended private park land for the subject property.

City Council, at its meeting of February 28, 2006, adopted Ordinance No. O-0506-26 placing a portion of this property in the R-1, Single Family Dwelling District, and removing it from A-2, Rural Agricultural District. Planning Commission, at its meeting of May 10, 2012, recommended to City Council that the preliminary plat for Independence Valley Addition be approved.

The property to be final platted consists of 20.79 acres and 44 single-family residential lots including one 10-acre lot. The preliminary plat consists of a total 57.47 acres. However, 36.68 acres is either floodplain/floodway or not capable of sanitary sewer service and is not proposed for development at this time.

DISCUSSION: The 44 residential lots in this addition are expected to generate approximately 478 trips per day. The traffic capacities on the surrounding arterial and collector roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated. (See Attachment A).

Because of its size and traffic generation potential, this parcel of land was included in a previously approved Traffic Impact Analysis for Eagle Cliff Addition. This study was a more in-depth analysis that evaluated future peak hour traffic conditions. The study concluded that two intersections will need to be improved once the area is fully developed (12th Avenue SE and Cedar Lane; 12th Avenue SE and State Highway 9). This study also established the proportional share of the cost of these improvements for this particular development.

The intersection of 12th Avenue SE and Cedar Lane will require additional lanes and a new traffic signal. The estimated cost of design and construction is $400,000 with the applicant being responsible for 2.20% of the cost (or $879.97) based on their share of the PM peak hour traffic impacting the intersection. The City of Norman and other developments will fund the remaining cost of the intersection improvements.

The intersection of 12th Avenue SE and State Highway 9 will require an additional northbound left turn lane. The estimated cost of design and construction is $50,000 of which this applicant will be responsible for 0.42% of the cost (or $211.88) based on their share of the PM peak hour traffic impacting the intersection. The City of Norman and other developments will fund the remaining cost of the intersection improvements.

PUBLIC IMPROVEMENTS: Public improvements for this property consist of the following:

1. Fire Hydrants. Fire hydrants will be installed at each intersection with spacing of 300-feet between intersections.

2. Sanitary Sewers. Eight inch (8") sanitary sewer mains (or larger) are proposed for this

development. The area that is zoned to R-1 will utilize a gravity sanitary sewer system.

3. Sidewalks. Sidewalks will be constructed adjacent to Cedar lane Road. Sidewalks will be required for all of the interior streets.

4. Drainage: Based on the fact that this property is located in the lower portion of the basin, Staff recommends that storm water detention should not be required. Instead, staff recommends a fee in lieu of detention to be used later by the City of Norman for storm water improvements in this watershed. Staff is not opposed to the use of an existing pond to convey storm water and to be utilized as a future amenity for the development, but not as a detention facility.

5. Intersections: A previous traffic study concluded that two intersections will need to be improved once the area is fully developed (12th Avenue SE and Cedar Lane and, 12th Avenue SE and State Highway 9). The estimated cost of design and construction is $400,000 of which this applicant will be responsible for 2.20% of the cost (or $879.97) based on their share of the PM peak hour traffic impacting the intersection. The estimated cost of design and construction is $50,000 of which this applicant will be responsible for 0.42% of the cost (or $211.88) based on their share of the PM peak hour traffic impacting the intersection.

6. Streets. Streets will be constructed in accordance with approved plans and City paving standards. Cedar Lane Road located north of Lot 1, Block 6, (ten (10) acre lot) has been declared closed by Resolution No. R-0405-64. The owner/developer does not intend to open this section due to development limitations imposed by the flood plain/floodway and topography. Instead, a public street from the interior streets of Independence Valley will be constructed to provide proper access to the property. A private driveway will connect to the proposed cul-de-sac to provide access to the existing single family house located on the closed portion of Cedar Lane Road.

STAFF RECOMMENDATION: Based on the above information, Staff recommends approval of the preliminary plat for Independence Valley Addition.

ATTACHMENT A

PRELIMINARY PLAT FOR INDEPENDENCE VALLEY ADDITION

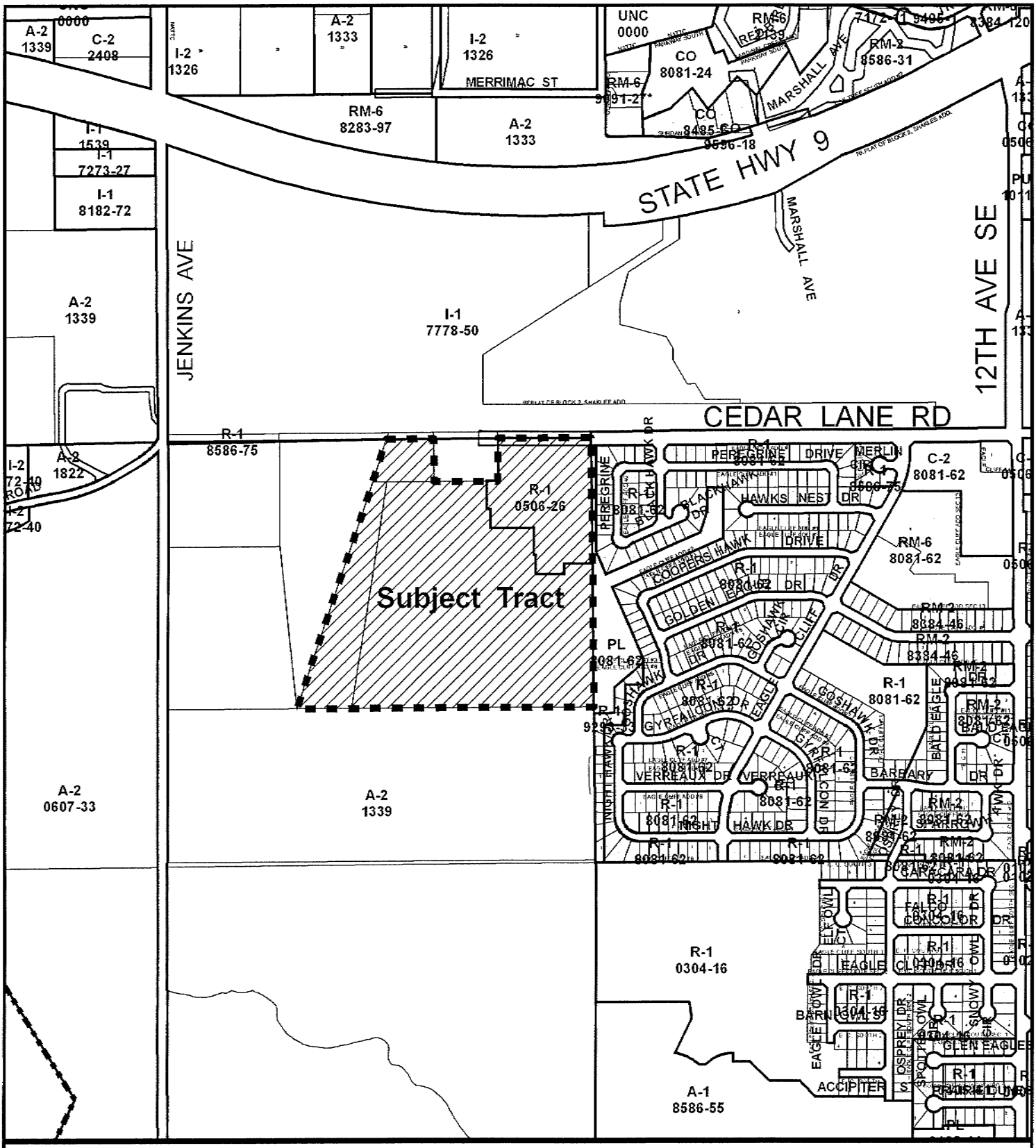
TRAFFIC TABLE

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day)[1]	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY LOS "E"	% LOS 'E' CAPACITY USED (EXISTING)	% LOS 'E' CAPACITY USED (PROJECTED)
12th Avenue S.E.	4[2]	15,793	382	16,175	34,200	46.18	47.30
Cedar Lane Road	4[2]	9,131	477	9,608	34,200	26.70	28.09
S.H. 9	6[3]	40,260	382	40,642	58,000	69.41	70.07

[1] Includes projected traffic from Cobblestone Creek Golf Course, Cobblestone West, Campus Crest, Eagle Cliff and Eagle Cliff South Additions

[2] Improvements planned to widen 12th Avenue SE from S.H. 9 to Cedar Lane and Cedar Lane from 12th Avenue SE to just east of 24th Avenue SE

[3] Currently a four-lane facility but ODOT has plans to widen S.H. 9 to six lanes



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.

N W E S

April 11, 2012

0 400 800 Ft.

Subject Tract

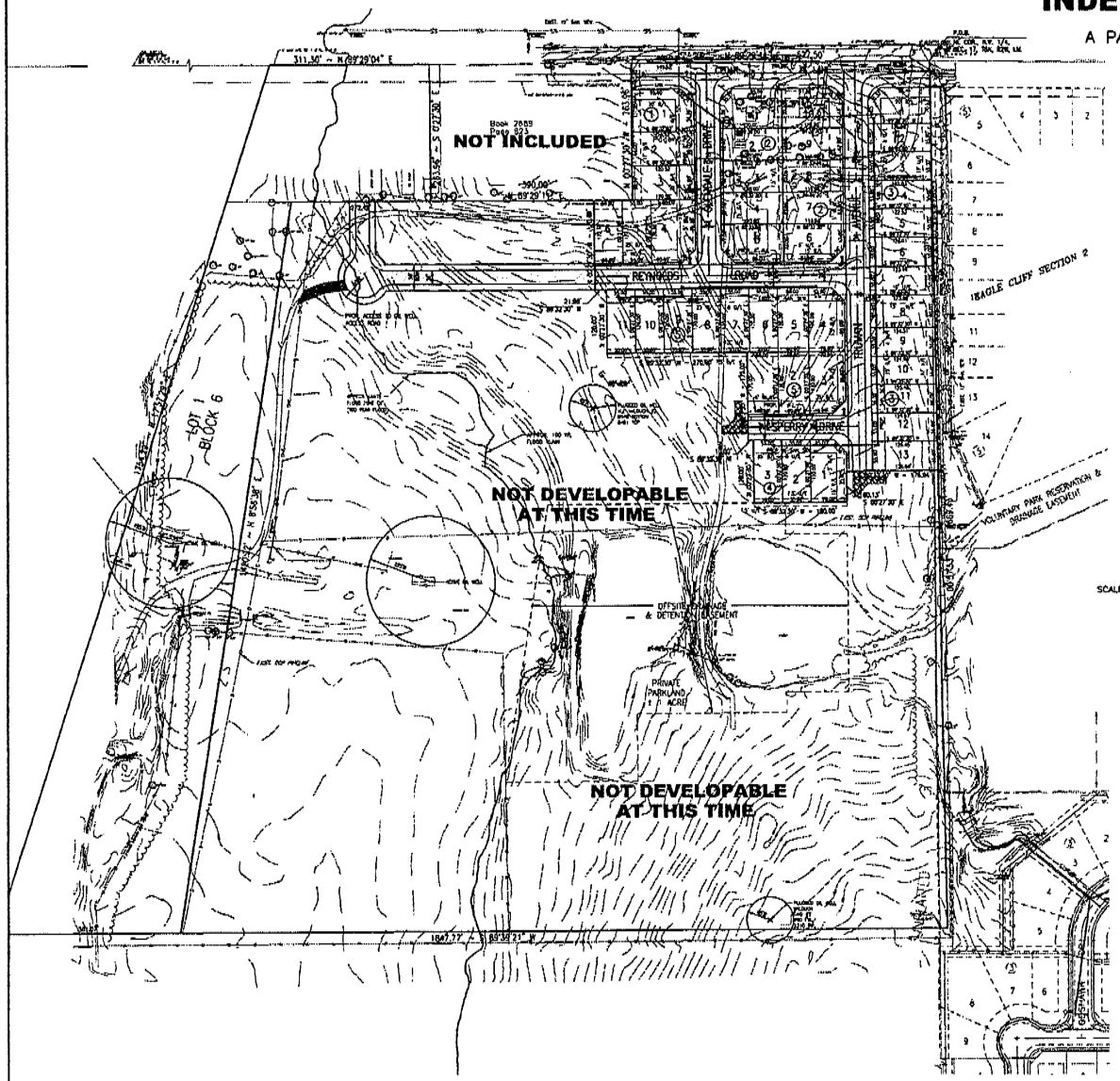
Zoning

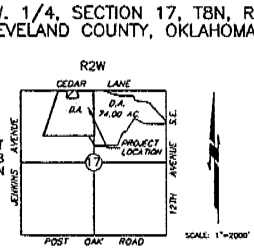
33-2

PRELIMINARY PLAT

INDEPENDENCE VALLEY ADDITION

A PART OF THE N.W. 1/4, SECTION 17, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA





LOCATION MAP

NOTES :

1. PROPOSED ZONING IS R-1 FOR SEVERABLE AREA.
2. ALL PUBLIC UTILITIES SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF NORMAN STANDARDS.
3. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF NORMAN STANDARDS.
4. ALL PUBLIC UTILITIES WILL BE IN DEDICATED EASEMENTS.
5. ALL SANITARY SEWER LINES TO BE 8" DIA. UNLESS NOTED OTHERWISE.
6. ALL WATER LINES TO BE 6" DIA. UNLESS NOTED OTHERWISE.
7. FIRE HYDRANTS TO BE SPACED A MAXIMUM OF 300' APART.
8. FRONT YARD BUILDING LINE SETBACKS ARE 25' UNLESS OTHERWISE NOTED. SIDE YARD BUILDING LINE SETBACKS ARE 5' UNLESS OTHERWISE NOTED.
9. ALL PRIVATE PARK LAND AND DETENTION FACILITIES WITHIN THIS DEVELOPMENT WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF INDEPENDENCE VALLEY ADDITION.
10. ALL SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
11. FEE IN LIEU OF DETENTION.

SCALE : 1"=100'

LEGAL DESCRIPTION

Being a part of the N.W. 1/4, Section 17, T8N, R2W, I.M. Norman, Cleveland County, Oklahoma, and being more particularly described as follows:

Beginning at the N.E. corner of said N.W. 1/4 of said Section 17;
Thence South 00°57'33" East, and along the West boundary of Eagle Cliff Addition Section 2, a distance of 1869.43;
Thence South 89°35'21" West a distance of 1847.77 feet;
Thence North 1°57'09" East a distance of 1754.29 feet to a point on the North line of said Section 17;
Thence North 89°29'11" East along said North line a distance of 311.30 feet;
Thence South 00°27'30" East a distance of 263.96 feet;
Thence North 89°29'11" East a distance of 240.00 feet;
Thence North 00°27'30" West a distance of 263.96 feet to a point on said North line;
Thence North 89°29'11" East along said North line a distance of 577.50 feet to the Point of Beginning.

Containing 57.47 acres, more or less

57.47 TOTAL ACRES
9.99 DEVELOPABLE ACRES
43 LOTS
4.30 LOTS PER DEVELOPABLE ACRE

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) IN THE PLAT OF INDEPENDENCE VALLEY ADDITION; HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

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DESIGNED BY :
SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN
OKLAHOMA CITY, OK 73106
PH.(405) 232-7715

OWNER/DEVELOPER:
SHAZ INVESTMENT GROUP INC.
P.O. BOX 720089
NORMAN, OK 73070
PH.: (405) 692-2222

NOT VALID FOR CONSTRUCTION
TOM L. NICKLES 13418 OKLAHOMA
SHEETS BOUND IN THIS BLOCK

INDEPENDENCE VALLEY ADDITION

CEDAR LANE & 12th AVE. S.E.
NORMAN, OKLAHOMA

SMC
SMC Consulting Engineers, P.C.
815 West Main, Oklahoma City, OK 73106
Phone: 405.232.7715 Fax: 405.232.7736
Website: www.smcokc.com

No.	Revision	Date
1	Revised per City Comments	04/16/03

PROJECT NO.: 1444.00
DATE: 04/08/03
SCALE: 1" = 100'
DRAWN BY: DLB
CHECKED BY: TOM L. NICKLES
P.E. NUMBER: 13418

PRELIMINARY PLAT

SHEET NO.
1

PRELIMINARY PLAT ITEM NO. 6

STAFF REPORT

ITEM: Consideration of a PRELIMINARY PLAT for INDEPENDENCE VALLEY ADDITION, (REAPPROVAL).

LOCATION: Generally located one-quarter of a mile southwest of 12th Avenue S.E. and one-half mile south of Cedar Lane Road.

INFORMATION:

1. Owner. Shaz Investment Group, Inc./Robert Valouch.
2. Developer. Shaz Investment Group, Inc./Robert Valouch.
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing and placing this property in the A-2 zoning classification.
2. January 5, 2006. The Norman Board of Parks Commissioners, on a vote of 7-0, recommended private park land dedication for Independence Valley Addition.
3. January 12, 2006. Planning Commission, on a vote of 6-0, recommended to City Council that this property be placed in R-1, Single Family Dwelling District, and removed from A-2, Rural Agricultural District.
4. January 12, 2006. Planning Commission, on a vote of 6-0, recommended that the preliminary plat for Independence Valley Addition be approved.
5. February 28, 2006. City Council adopted Ordinance No. O-0506-26, placing a portion of this property in the R-1, Single Family Dwelling District and removing it from A-2, Rural Agricultural District.

6. February 28, 2006. City Council approved the preliminary plat for Independence Valley Addition.

7. May 11, 2006. Planning Commission, on a vote of 9-0 approved the final plat for Independence Valley Addition.

8. May 11, 2008. Approval for the final plat for Independence Valley Addition became null and void.

9. February 28, 2009. Approval for the preliminary plat for Independence Valley Addition became null and void.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

2. Sanitary Sewers. Eight inch (8") sanitary sewer mains (or larger) are proposed for this development. The area that is rezoning to R-1 will utilize a gravity sanitary sewer system.

3. Sidewalks. Sidewalks will be constructed adjacent to Cedar Lane Road. Sidewalks will be constructed on each lot prior to occupancy.

4. Storm Sewers. Storm water drainage structures will be installed in accordance with approved plans and City drainage standards. A privately maintained detention facility located south of the proposed residential property will be utilized.

5. Streets. Streets will be constructed in accordance with approved plans and City paving standards. A portion of Cedar Lane Road, in accordance with Resolution No. R-0405-64, has been declared closed. The developer does not intend to open Cedar Lane Road west of its development. An interior street will provide access to the ten (10) acre tract that will remain A-2. That tract is not a part of this preliminary plat.

6. Water Mains. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. There is an existing twelve-inch (12") waterline adjacent to Cedar Lane Road.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat. Additional separate easements may be required for utilities or drainage improvements located outside the final platted area.

2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The developer proposes to develop a portion of the property as single family development. There are 43 lots proposed. The remainder of the property at this time is not being proposed for development due to the lack of gravity sanitary sewer system.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Independence Valley Addition to City Council.

ACTION TAKEN: _____

Greenbelt Commission Meeting – April 16, 2012

GBC Application 12-12 (Planning Commission Item 6)

Applicant: Shaz Investment Group, Inc.
Location: Generally located one-half mile west of 12th Avenue SE on the south side of Cedar Land Road
Proposal: Preliminary Plat

Greenbelt Commission Final Comments - GBC 12-12

- No additional comments were noted except what is depicted below in "bold".

The Commission finds that the applicant's development meets the following Greenbelt Ordinance criteria.

Sec. 4-2028. Guidelines for Evaluating Greenbelt Enhancement Statements

(b) Greenways are established and provide connections to other existing and future components of the Greenbelt System.

(c) Existing easements (e.g. utility, pipeline, oil lease right of way, etc) may be used for Greenways where appropriate and where expressly approved by the easement grantor and grantee.

(d) Greenways connect neighborhoods to each other and to industrial and commercial areas.
(e) Greenways provide alternative routes to move through the City for commuting to work, schools, shopping, between neighborhoods, and/or other destinations by bicycling or walking.

(f) Adverse impacts on existing topography, drainage patterns and natural vegetation are minimized.
(h) Landscaping required by the City has been planted in conformance with Norman Zoning regulations, including with local drought-resistant low maintenance plants, shrubs and trees.

(j) Permeable ground surfaces have been preserved to the extent possible.

(k) Ingress and egress to and from a development is designed to permit safe use by non-motorized traffic in and out of the development and across the ingress and egress provisions of the development.
(n) Detention facilities are integrated into the surrounding neighborhood as part of the Greenbelt System in as ecologically sound a method as possible.

(o) Storm water management design considers the potential for trail and green space preservation, enhancement and/or creation.

(p) The development layout is designed to preserve the health and diversity of wildlife affected by development in natural drainage corridor areas.

"The Commission would like to state that this project has significant potential to meet all the tenets of the Greenbelt Enhancement Statement."

GBC # 12-12

Greenbelt Enhancement Statement for Proposed Developments

Applicant Name: **Shaz Investment Group, Inc** Date: **04-09-12**
Contact Person: **Tom L. McCaleb, P.E. for Applicant**
Telephone/Fax/Email: **ph-232-7715 / fx-232-7859 / email – tom.mccaleb@smcokc.com**

Name of Development: **Independence Valley Addition**
Area (Acres): **57.47 ac**

General Location: **On south side of Cedar Lane road one half mile west of 12th Ave. S.E..**

Type of Development: (please check) Residential_X_ Commercial___ Industrial___ Other___
This property is currently zoned R-1 and continuation of single family homes is planned.

1. Briefly explain the kind of development, types of buildings/uses, or character of your proposal.

   - **Independence Valley Addition Preliminary Plat was approved by the Planning Commission on 1/12/06 and by the City Council on 3/28/06. Subsequently, there has been one final plat submitted but not constructed. The preliminary plat has now expired and this is the first step to renew the preliminary plat. This process took place before the Preliminary Development process was enacted. There are no changes to the preliminary plat. All parkland negotiations have already been completed and that was private park. The developer is ready to resubmit the addition as a final plat. Presently, only 9.99 acres is developable.**

2. Does your proposed development or project incorporate open space(s)?
   Yes _X_ No ____

   Please check what type(s) of open space is proposed within your development:

Park:	_X_ Yes____No	____Public_X_Private
Open Space:	_X_ Yes____ No	____Public_X_Private
Detention Pond:	_X_ Yes____ No	____Public_X_Private
Parking Lot Landscape:	____ Yes_X_ No	____Public____Private
Floodplain/Creek:	_X_ Yes____ No	____Public____Private

   Other _____

   If the above noted areas are accessible via some other arrangement please explain.

3. Does the open space for this development include some kind of trail or path that meets the definitions contained in 4-2023A of the attached guidelines? (Indicate all that are applicable.)

Public Sidewalks (4-5' wide)**(On Street R/W Only)**	_X_ Yes	____ No
Natural Trails	_X_ Yes	____ No
Parkway Trails (durable surface 6-8' wide)	____ Yes	_X_ No
Neighborhood Trails (durable or paved, 6-10' wide)	____ Yes	_X_ No
Community Wide Trails (paved, 10-12' wide)	____ Yes	_X_ No
Specialized Trails (equestrian, water, etc)	____ Yes	_X_ No

   Other_____

4. Identify schools, recreational areas (parks, playgrounds), commercial sites, or other public open spaces within ½ mile of your proposed development. (If there are no such areas within the ½ mile radius please state such and skip question 5.)

   - **Floodplain absorbs over half the ownership.**

5. Projects in close proximity to schools, recreational areas (parks, playgrounds), commercial sites, and residential neighborhoods should, ideally, allow connection points promoting non-motorized transportation between key areas. Please describe how the proposed development plan accommodates those using alternative transportation, such as walkers and bicyclists? Examples include sidewalks connecting key areas, designated bike paths, and bike parking. (If there is no such connectivity please state such.)

6. Please check, from the following (or make a list), the geographical and/or environmental factors in your development that might offer opportunities for greenbelts and trails, per the attached guidelines.

   Storm water channels __X__
   Detention ponds __X__
   Floodplains __X__
   Stream bank/Riparian corridors __X__
   Utility Easements __X__
   Abandoned/Active RR corridors____
   Other_____

   How will your development incorporate those elements noted into greenbelts and trails?

   - **N/A**

7. If, after reviewing the above questions, you feel like your proposed development or project has no opportunities to add to nor detract from the City of Norman Greenbelt System, please explain briefly below. (Any comments you feel will help the Commission understand your intent to develop the area.)

   - **The Floodplain on this tract of land could be used for a tract system.**

Signature of Applicant or Contact Person: _____
Tom L. McCaleb, P.E. for Applicant

City of Norman Predevelopment **April 26, 2012**

Applicant	Shaz Investment Group
Location	South of Cedar Lane Road, ½ mile west of 12th Avenue SE
Case Number	PD 12-13
Time	6:30-7:00 PM

Attendee	Stakeholder	Address	email	phone
Tom McCaleb	Applicant's engineer	SMC Eng		232-7715
Mike and Sally Hargis	Neighbors	509 Goshawk	mikesallyh@cox.net	872-7255
Brian McClellan	Neighbor	300 Marshall	brian.mcclellan@astellas.com	217-6500
Tamara and Victor Lindsey	Neighbors	3612 Peregrine Drive	v_e_lindsey@hotmail.com	310-3618
Steve McCaskill	Pipeline operator	DCP Midstream Goldsby	srmccaskill@dcpmidstream.com	820-2434
Jose Tarango	Pipeline operator	DCP Midstream Goldsby	jmtarango@dcpmidstream.com	362-2201
Robert Tucket	Well operator	Hughes Gas Southern Resources 4509 N Classen Suite 201 OKC	southern@icnet.net	601-1322 ext 24
Drew Norlin	City staff			366-5459
Susan Atkinson	City staff			366-5392

Application Summary. The applicants completed a preliminary plat of this 57.47-acre parcel, known as Independence Valley Addition, more than five years ago. Therefore the preliminary plat has expired. The applicants are seeking to reinitiate a preliminary plat with no changes from the previous. The current zoning is R-1 Single Family Residential. The *Norman 2025 Land Use and Transportation Plan* designation is Low Density Residential and partial Future Urban Service Area.

Applicant's Opportunity. The applicants propose to create 43 single family house lots on this 57-acre parcel as the Independence Valley Addition. This is consistent with both current

zoning and the *Norman 2025 Land Use Plan* designation. Lands to the south and southwest of this parcel are not buildable in the foreseeable future due to the presence of floodway.

Neighbors' Concerns

Pipeline Easement and Well Issues.
The addition lies immediately north of a blanket easement for a natural gas pipeline operated by DCP Midstream. In addition, Hughes Oil/Southern Resources operates two producing wells southwest of this proposed addition which are currently accessed by a lease road from Cedar Lane. When this proposed development is built, the lease road will be removed but well and pipeline service vehicle must be allowed access via streets labeled on the preliminary plat as Truman Avenue and Reynolds Road. Pipeline and well operators were concerned that the proposed streets would not be able to accommodate the size of these oilfield service vehicles.

Traffic Impacts.
Neighbors were also very concerned about additional traffic being added to 12th Avenue SE. Several neighbors observed that traffic on 2th Avenue backs up south of Cedar Lane twice a day.

Drainage.
Neighbors were also concerned about drainage from the proposed development flowing onto neighboring properties.

> **Engineer's Answer.** He explained that water flowed southwest to the Canadian River, which is away from existing development.

Schedule.
The engineer stated that this project would be moving through the approval process throughout the summer. He anticipated that construction would begin in the fall of 2012, with a three-year build-out.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 10, 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 10th day of May 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions 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 Cynthia Gordon Tom Knotts Curtis McCarty Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Diana Hartley

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 David Riesland, Traffic Engineer 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 APRIL 12, 2012 REGULAR SESSION MINUTES

Item No. 4, being:
COS-1112-7 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY RONALD AND BOBBIE TRITTEN (CENTERLINE SERVICES, L.L.C.) FOR TRITTEN ACRES, GENERALLY LOCATED AT THE NORTHWEST CORNER OF TECUMSEH ROAD AND 96TH AVENUE N.E.

Item No. 5, being:
CPC-1112-2 – CONSIDERATION OF A CERTIFICATE OF PLAT CORRECTION FOR THE FINAL PLAT FOR COBBLESTONE CREEK GOLF CLUB, GENERALLY LOCATED EAST OF 12TH AVENUE S.E. AT COBBLESTONE CREEK DRIVE.

Item No. 6, being:
PP-1112-12 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ INVESTMENT GROUP, INC. (SMC CONSULTING ENGINEERS, P.C.) FOR INDEPENDENCE VALLEY ADDITION, GENERALLY LOCATED SOUTH OF CEDAR LANE ROAD AND APPROXIMATELY ONE-HALF MILE WEST OF 12TH AVENUE S.E.

Item No. 7, being:
PP-1112-13 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY EAGLE CLIFF LIMITED PARTNERSHIP (SMC CONSULTING ENGINEERS, P.C.) FOR EAGLE CLIFF SOUTH ADDITION, GENERALLY LOCATED ON THE WEST SIDE OF 12TH AVENUE S.E. APPROXIMATELY ONE-HALF MILE SOUTH OF CEDAR LANE ROAD.

*

Chairman Sherrer asked if anyone in the audience wished to remove any item from the Consent Docket. There being none, he announced that staff has requested Item 5 be removed from the Consent Docket.

Jim Gasaway moved to place approval of Item Nos. 3, 4, 6 and 7 on the Consent Docket and approve by one unanimous vote. Chris Lewis seconded the motion.

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

YEAS	Dave Boeck, Jim Gasaway, Cynthia Gordon, Tom Knotts, Curtis McCarty, Roberta Pailes, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Diana Hartley

Ms. Tromble announced that the motion, to place approval of Item Nos. 3, 4, 6 and 7 on the Consent Docket and approve by one unanimous vote, passed by a vote of 8-0.

***

Item No. 6, being:
PP-1112-12 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ INVESTMENT GROUP, INC. (SMC CONSULTING ENGINEERS, P.C.) FOR INDEPENDENCE VALLEY ADDITION, GENERALLY LOCATED SOUTH OF CEDAR LANE ROAD AND APPROXIMATELY ONE-HALF MILE WEST OF 12TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Greenbelt Commission Meeting Summary
5. Greenbelt Enhancement Statement

The Preliminary Plat for INDEPENDENCE VALLEY ADDITION was approved on the Consent Docket by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: K-1011-148 Amd #1

File ID:	K-1011-148 Amd #1	**Type:**	Contract	**Status:**	Non-Consent Items
Version:	2	**Reference:**	Item No. 34	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$3,687,000.00	**File Created:**	02/02/2012
File Name:	Amd 1 K-1011-148 Garver WWTP Phase 2			**Final Action:**	

Title: AMENDMENT NO. ONE TO CONTRACT NO. K-1011-148: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY $3,687,000 TO PROVIDE PRELIMINARY DESIGN, FINAL DESIGN, AND BIDDING SERVICES FOR PHASE 2 OF THE WATER RECLAMATION FACILITY IMPROVEMENTS AND BUDGET APPROPRIATION.

Option 1

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. One to Contract No. K-1011-148 with Garver, LLC; increasing the contract amount by $3,687,000; and, if approved, authorize the execution thereof and appropriate $1,268,300 from the Wastewater Fund Balance (032-0000-253.00-00) to Project No. WW0065, Phase 2 South WRF Improvements, Design (032-9048-432.62-01).

ACTION TAKEN: _____

or

Option 2

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. One to Contract No. K-1011-148 with Garver, LLC; increasing the contract amount by $3,687,000; and, if approved, authorize the execution thereof and appropriate $2,186,400 from the Wastewater Fund Balance (032-0000-253.00-00) to Project No. WW0065, Phase 2 South WRF Improvements, Design (032-9048-432.62-01).

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 34

Attachments: Garver Text File, Amend K-1011-148 Text File, Amendment to K-1011-148, Amend #1 - App. A, Scope, Amend #1 - App. B, Fee Summary, Amend #1 - App. B, Fee By Phase, Amend #1 - Exhibit 1, ER, Funding Summary 041712, Components of the 2001 WWMP 5-31-12

Project Manager: Mark Daniels, Utilities Engineer

Entered by: mark.daniels@normanok.gov **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	06/12/2012					

Text of Legislative File K-1011-148 Amd #1

Body

The Wastewater Master Plan (WWMP), adopted by the Norman Utilities Authority (NUA) in 2001, recommended that facilities treating an average daily design flow (ADF) of 21.5 million gallons per day (MGD) would ultimately be needed to serve the area approved for urban development under the 2020 Land Use and Transportation Plan. The WWMP recommended expansion of the South Water Reclamation Facility (WRF) from 12 to 17 MGD and construction of a new North WRF with an ultimate ADF of 4.5 MGD.

In 2001, the voters approved establishment and funding of three new wastewater funds to address existing and future wastewater system needs. The existing Wastewater Fund 032 (WWF) was supplemented by the Sewer Maintenance Fund 321 (SMF), the Sewer Excise Tax Fund 322 (SET), and the Sewer Sales Tax Fund 323 (SST). Revenues are generated by usage fees (WWF), by the $5 per month maintenance fee (SMF) for collection system rehabilitation, by a temporary 5-year 1/2 cent sales tax (SST) to fund existing and obligated wastewater system needs and an sewer excise tax to fund future wastewater system needs resulting from new development. At the time of the adoption of the 2001 WWMP, outside engineers estimated that 1.9 MGD of additional sewage treatment capacity (from 12 to 13.9 MGD) would be needed to meet currently-obligated sewer system needs as of August, 2000.

The WWMP recommended construction of 2.5 MGD North WRF first. However, NUA approval of Resolution R-0506-151 directed staff to proceed with an interim sewer solution for northern Norman by constructing a new lift station and equalization basin (EQ) Basin on the proposed North WRF site and completing downstream Bishop Creek interceptor improvements. Later, NUA approval of Resolution R-0708-78 directed staff to continue with an interim solution but rehabilitate existing Lift Station D in lieu of a lift station at the North WRF site. This modification was necessitated in part by the refusal of the Oklahoma Department of Environmental Quality (ODEQ) to grant a Water Quality Certification for an aerial crossing the Little River. NUA approval of the resolutions allowed new development in the northern sewage basin through construction of the northern interceptor system and rehabilitation of Lift Station D. The decision to rehabilitate and expand Lift Station D to a maximum pumping capacity of 6 MGD, and complete downstream Bishop Creek interceptor improvements provided additional time before the North WRF would be critically needed, depending upon the rate

of future growth in the northern basin.

In an effort to continue to move forward with the 2001 WWMP, the City has continued to maintain, upgrade, and improve the South WRF; over $17 million has been expended at the South WRF since 2001. The Oklahoma Pollutant Discharge Elimination System (OPDES) permit, issued July 1, 2010 by ODEQ, requires that construction of new disinfection facilities be expedited to attain compliance with final discharge limits by July 1, 2013.

Request for Proposal (RFP) 1011-36 for the Phase 2 WRF Improvements was forwarded to design firms on September 14, 2010. Eleven proposals were received and the review committee selected Garver, L.L.C. (Garver) of Norman, Oklahoma teamed with Carollo Engineers to design the improvements.

Funding for the final engineering design (FYE 2011) and construction (FYE 2012) of the Phase 2 South WRF Improvements (WW0065) was approved by the NUA during the last two budget cycles. The Fiscal Year Ending June 30, 2011 (FYE11) budget included $7.982 million and the budget increased to $20,999 million in FYE12. Based on the proposed improvements, the FYE12 theoretical funding was 54% from the Sewer Sales Tax (SST) and 46% were from the Sewer Excise Tax (SET). However, it is also assumed all remaining unbudgeted SST proceeds, totaling approximately $5.496 million, would be expended on the South WRF project with the SET providing remaining funds. The FYE12 budget includes unencumbered design funds totaling $3,576,200, including $1,934,480 from the SST and $1,641,720 from the SET. It is estimated that design and construction of all of the recommended Phase 2 WRF Improvements can be accomplished in 42 months.

On March 8, 2011, the NUA approved Contract K-1011-148 authorizing Garver to proceed with the Engineering Report (ER) and Surveying Phases at a cost of $397,800. The findings of the ER were presented to the Council Finance Committee on September 21, 2011 and to the NUA at Study Session on November 8, 2011. The ER was finalized and submitted to the Oklahoma Department of Environmental Quality (ODEQ) on November 18, 2011. Staff and Garver continue to respond to ODEQ comments in an effort to finalize the ER.

The ER recommends adding disinfection and odor control technologies at the WRF and expanding the average daily design flow from 12 to 17 MGD. There are also a number of maintenance issues to be addressed. The construction cost of the Phase 2 WRF Improvements is estimated at $43.8 million, when added to design and construction phase engineering and administrative services, brings the total estimated cost to $52.4 million. As recommended by the ER, the improvements will include the following:

- influent screening improvements and flow metering;
- rehabilitation of four primary clarifiers;
- three new aeration basins with diffuser replacement in three existing basins;
- two new secondary clarifiers;
- expansion of the Return Activated Sludge/Waste Activated Sludge (RAS/WAS) pump station;
- a new ultra violet light (UV) disinfection process;
- a new effluent aeration structure with diffusers;
- a new parallel outfall line discharging to the Canadian River;

- a new sludge blending tank and two new WAS thickening centrifuges;
- rehabilitation of an existing secondary digester;
- new odor control facilities; and
- associated yard piping, standby power, electrical and instrumentation.

DISCUSSION:

Amendment No. 1 to Contract K-1011-148 authorizes Garver to proceed with the Final Design and Bidding phases of the Phase 2 WRF Improvements. The contract envisions adding Construction Phase and Operational Phase Services by future contract amendment, if deemed appropriate by the NUA.

The proposed scope of the work and its associated cost has been negotiated with Garver. The proposed engineering services fee is fixed at $3,687,000 (approximately 8.4% of the estimated construction cost) and assumes final design and bidding of all the improvements listed above in two construction phases. Appendix A details the work tasks associated with preliminary/final design and bidding services. Exhibit 1, taken from the Engineering Report (ER) dated November 10, 2011, generally describes the Recommended Plan (Plan B) while Exhibit 2 identifies the proposed process improvements to be included in each of two construction phases.

As noted in Section 5.1 of Appendix A, two separate bids are anticipated under this contract. This allows design of the disinfection process and other related facilities to be completed in 9 months and constructed more quickly in an effort to meet our OPDES permit requirements. It also extends the overall design effort to 14 months reducing overtime and the resulting design cost. Appendix B summarizes the estimated design cost of each process to be constructed under the Recommended Plan.

Funding Options. As previously noted, funding for the design and construction of the Phase 2 South WRF Improvements has been adopted during the last two budget cycles. FYE12 funding assumes all project costs were from SST and SET. However, since the recommended improvements now include major maintenance related upgrades to existing processes, adjustments are suggested so that maintenance related improvements would be funded by the WWF rather than the SST or the SET.

Attachment 1, Funding Summary, indicates the estimated construction cost as well as the cost sharing proposed for each of the recommended improvements from the Garver ER. The proposed funding is based of the type of improvement and its associated design capacity. Improvements required to maintain the existing 12 MGD design flow are funded by the WWF as it serves existing needs. Improvements increasing capacity from 12 to 13.9 MGD are obligated improvements funded by the SST. Improvements increasing the design flow from 13.9 to 17 MGD are expansion related funded by the SET. The pro-rata shares are summarized below:

- new regulatory requirements such as disinfection and post aeration are funded 70.6% by WWF (12 MGD of 17 MGD total capacity), 11.2% by the SST (1.9 MGD obligated capacity of 17 MGD total capacity) and 18.2% by the SET (3.1 MGD future capacity of 17 MGD total capacity).

- new odor control processes are also funded 70.6% by WWF, 11.2% by the SST and 18.2% by the SET.

- maintenance related improvements that will handle the entire 17 MGD capacity are also funded 70.6% by WWF, 11.2% by the SST and 18.2% by the SET.

- maintenance improvements that handle only the existing 12 MGD flow and are not related to expansion are funded 100% by the WWF.

- improvements related only to the capacity increase are funded 38% by the SST (1.9 MGD obligated capacity of 5 MGD expanded capacity) and 68% by the SET (3.1 MGD future capacity of 5 MGD expanded capacity).

As shown in Attachment 1, after assigning these percentages to each of the recommended improvements, this approach results in the Phase 2 WRF Improvements being funded 34.4% by the Wastewater Fund (WWF), 40.7% by the Sewer Excise Tax Fund (SET) and 24.9% by the Sewer Sales Tax Fund (SST).

Option 1, Funding Scenario Adopted in FYE 12 and proposed in the FYE13 Budget.

Based on the above recommended pro-rata funding, Amendment No. 1 to the Garver contract would be funded 34.4% by the WWF ($1,268,300), 40.7% by the SET ($1,500,600) and 24.9% by the SST ($918,100). To accomplish this funding scenario in FYE12, it would be necessary to transfer $1,268,300 from Wastewater Fund Balance 032-0000-253.00-00 into Phase 2 South WRF Improvements WWF Design (new account 032-9048-432.62-01). At this time, $1,641,720 remains in FYE 2012 SET Design (account 322-9048-432.62-01) and $1,934,480 remains in SST Design (account 323-9048-432.62-01). With the proposed transfer, these allocations would be adequate to fund proposed Amendment No. 1 to Contract K-1011-148. The current FYE13 Phase 2 South WRF Improvements capital budget assumes these allocations will be approved in FYE12.

Following the funding allocation stated above, the proposed FYE13 budget projects unencumbered design funds totaling $4,684,880 for the Phase 2 South WRF Improvements, including $1,660,172 from the Wastewater Fund 032 (WWF), $1,823,071 from the SET, and $1,201,637 from the SST. These funds plus the $3,687,000 expected to be approved under Garver Amendment No. 1 provides design funds totaling $8,513,000 as noted in Attachment 1.

Option 2, Funding Scenario - Recommitting to the 2 Plant (WRF) Recommendation of the WWMP

Staff is aware of discussions regarding a possible amendment to the FYE 13 Budget that recommits to both components of the 2001 Wastewater Master Plan, i.e. adding capacity at a new North WRF and expansion of capacity at the South WRF. The current estimates for both the Phase 2 South WRF improvements ($52.3 million) and the North WRF project ($85 million to $95 million) range from approximately $137 million to $147 million. Accomplishing both components of the WWMP will require use of the remaining balance of the SST, collections from current and future customers including future rate increases, and collections of excise taxes on new development. The mix and

timing of use of these revenues sources to fund implementation of the 2001 Wastewater Master Plan is at the heart of the current discussion regarding funding Option 2 for Amendment No. 1 to the Garver contract.

Funding Option 2 would establish a new project for the North WRF and move that portion of the 2001 WWMP forward by allocating all remaining SST funds (totaling approximately $5,875,157) to the project. There may be additional savings in budgeted projects that are partially funded by SST that could bring the SST set aside for the North Plant closer to $6 million. Both Option 1 and Option 2 also fund the Phase 2 South WRF Improvements by using accumulated SET (excise taxes), using bonding capacity by pledging anticipated SET revenues, and using bonding capacity from utility customer revenues that include a future rate increase.

The difference in Option 1 and Option 2 is whether the remaining SST funds will be used to fund the expanded treatment capacity required to meet currently-obligated customer needs through the Phase 2 South WRF Improvements or set aside to move forward the North WRF Project. Community discussion has continued regarding the appropriate use of the remaining SST funds. The Legal Department has opined that using the remaining balance of the SST revenues in furtherance of the North WRF is allowed as provided under the 2003 Citizen Vote. The Legal Department has also opined that it is also legal to expend the remaining SST fund on "obligated needs" other than the North WRF as specified in the tax imposing Ordinance approved by the voters in 2001.

Additional concern has been raised regarding the legality of using SST funds for the North WRF to be constructed in the future if Option 2 were followed. The reasoning for the concern is that if the South WRF improvements are completed, thereby meeting all current needs (as of August 2000) funded by ratepayer and SET revenues, would it then be legal to use current-need SST moneys to pay for a future expansion of treatment capacity under the language of the original SST Ordinance? The Legal Department has opined that to the extent voter approval of the Ordinance O-0203-42 recognized that a portion of the "current obligations" that existed as of August 2000 could be addressed by the additional capacity created by the construction of a North WRF, expenditure of SST funds collected for "current needs" as provided under the tax imposing Ordinance O-0001-57 could be spent in furtherance of a North WRF regardless of whether the South WRF capacity expansion occurs before the North WRF capacity expansion.

Other community groups have expressed disagreement with the legal opinion that SST funds can be spent on South Plant capacity expansion. Recently a Council member has suggested perhaps a third City-wide vote regarding use of the remaining SST for "current needs" purposes other than the North WRF. Included with this Agenda item is a letter from a representative of the Norman Developer's Council (NDC) stating NDC's support for Option 2 and asking that the following four points be included as a matter of record in a budget allocation action regarding Option 2:

1. Commitment to a North Wastewater Treatment Plant (North WRF). Identify the remaining temporary SST monies (at least $6,000,000) in the FYE13 Budget for the North WRF Project.

2. City to contract for preparation of the Engineering Report for the proposed North WRF with a full build-out average daily design flow of 4.5 MGD; funding to be included in

FYE 13 North WRF budget using temporary SST revenues.

3. Continue effort to encourage ODEQ regulations for "intentional [in]direct *(sic)* potable water reuse". Continue to work with the Oklahoma State Legislature toward the development of ODEQ reuse regulations.

4. Ensure timely construction of North WRF by closely monitoring wastewater flows at Lift Station D by: (1) preparing monthly reports comparing the Average Daily Flow (ADF) for the previous 12 consecutive months; and (2) moving forward with the Total Maximum Daily Load Study (TMDL) for the North WRF, which will in no event be later than then when flows reach 2.75 MGD (12-month running annual ADF) at Lift Station D.

Whether Option 1 or Option 2 is selected to fund the amendment to the Garver Contract, it should be recognized that the remaining SST funds are approximately 4% of the total funding currently projected to be required to implement both components of the 2001 Wastewater Master Plan and less than 7% of the currently projected cost to build a new North WRF. Whether the remaining SST funds are set aside for the "current needs" to be addressed by a new North WRF or not, rate increases for utility customers will be required to implement either or both components of the 2001 Wastewater Master Plan. If the SST funds are set aside to provide an identified revenue source to begin the North WRF Project, then 5% to 7% will need to be added to the proposed rate increase to fund the Phase 2 South WRF Improvements. If the SST funds are NOT set aside to provide an identified revenue source to begin the North WRF Project, then a proposed rate increase to fund the Phase 2 South WRF Improvements could be 5% to 7% lower, with additional future funding in the form of a higher rate increase in the future to build the North WRF.

Through June 30, 2011, a total of approximately $34.9 million was collected from the temporary ½ percent sales tax levied from October 1, 2001 to September 30, 2006. Through June 30, 2011, approximately $27 million has been spent on "current needs" wastewater projects. Of that amount approximately $3,617,206 (including $2,740,800 transfer of sales tax to excise tax in FYE10) was spent on Lift Station D improvements in furtherance of a North WRF. The balance of the revenues collected from temporary sales tax for current needs that is not encumbered is approximately $7.726 million.

The FYE12 Budget has an unencumbered SST balance of $5,268,863 set aside for the South WRF Improvements. In addition, there is approximately $600,000 in savings from completed projects that were partially funded by the SST. Those projects with savings include the following:

• South WWTP Sludge Handling	$ 814
• Lower Westside Interceptor Improvements	$ 92,264
• Northwest Interceptor Improvements	$ 348,991
• Little River Interceptor Improvements	$ 132,921
• Industrial Interceptor Improvements	$ 29,167

Approximately $1.83 million of SST funds are scheduled in the FYE12 Budget for on-going projects that address current needs at locations other than the South WRF Improvements. These on-going projects include the following:

- SE Bishop Creek Interceptor Improvements $1,417,575
- Vo-Tech Interceptor Improvements $ 1,718
- Tecumseh Interceptor Improvements $ 415,952

It is not recommended that SST funds budgeted for these on-going projects be reallocated the North WRF project should Option 2 be selected. The SST funds budgeted for the Phase 2 South WRF Improvements plus the savings from SST projects completed in FYE12 provide a total of $5,875,157 of SST funds to be allocated in the FYE13 Budget that are not already committed to on-going "current needs" projects.

If Option 2 to fund this amendment is selected by the NUA/Council, then the funding for the final design and bidding phase of the Garver contract will be 59.3% by the Wastewater Fund ($2,186,400), and 40.7% by the Sewer Excise Tax Fund ($1,500,600). To accomplish this funding scenario, it would be necessary to transfer $2,186,400 from Wastewater Fund Balance 032-0000-253.00-00 into Phase 2 WRF Expansion Wastewater Fund Design (new account 032-9048-432.62-01). These funds along with $1,641,720 remaining in FYE 2012 Sewer Excise Tax Design (account 322-9048-432.62-01) would be adequate to fund proposed Amendment #1 to Contract No. K-1011-148.

As illustrated on Attachment 1, total design funding of $8.513 million is anticipated; additional funding totaling about $4.8 million is available for construction administration, inspection and operation and maintenance manual preparation. Construction of the recommended plan is estimated at $43.8 million and brings the total project cost to approximately $52.3 million.

It is ultimately expected that the project funding will be augmented by a State Revolving Fund loan from the Oklahoma Water Resources Board (OWRB) and/or from revenue bond financing. The Phase 2 WRF expansion project is included on the FY2012 OWRB priority list for up to $26,000,000. An SRF loan or revenue bond should allow future revenues from the Wastewater Fund and the Sewer Excise Tax Fund to pay for the construction phase of the project. As noted above, a revenue increase (rate increase) for the Wastewater Fund will also be necessary to fund the construction phase of this project. The current projected rate increase is 20 to 22% under Option 1, and 25% to 27% under Option 2.

RECOMMENDATION: Staff recommends that the NUA approve Amendment No. 1 to Contract K-1011-148 with Garver, LLC of Norman, Oklahoma to complete design and bidding services for the Phase 2 WRF Expansion project for a total fee of $3,687,000. Regardless of which funding Option is selected, approval of this item will move forward the South Plant Regulatory work, the major required maintenance work, and the final design for the expansion of the capacity from 12 MGD to 17 MGD consistent with the 2001 WWMP. Both funding Options require an appropriation in the FYE12 (current year) budget. The funding Option selected is somewhat of a companion item to consideration of adoption of the FYE13 Budget, in that if SST funds are to be set aside for the North WRF Project, then the appropriation in the current year for the Garver contract Amendment should be funded by not using that portion of the SST funds that will be transferred to the North WRF Project.

If Council feels Option 1 to fund the Garver Contract should be utilized, the appropriation in FYE12

to fund the contact will be to appropriate $1,268,300 from Wastewater Fund Balance 032-0000-253.00-00 into Phase 2 South WRF Improvements WWF Design (new account 032-9048-432.62-01). A portion of SST funds already appropriated in the FYE12 budget will be available to fund the remaining amount of the Garver Contract.

Under Option 1, the FYE13 Budget as presented to Council will not need to be amended. Option 1 will use all the remaining SST funds, use SET funds, use WWF funds, use future bonding capacity, and will anticipate a wastewater utility rate increase to fund construction of the improvements in the range of 20% to 22%.

Should Council feel Option 2 to fund the Garver contract amendment should be utilized, appropriation of $2,186,400 from Wastewater Fund Balance 032-0000-253.00-00 into Phase 2 WRF Expansion Wastewater Fund Design (new account 032-9048-432.62-01) will be necessary because the SST Funds currently in the FYE12 Budget will be transferred to the North WRF Project for FYE13.

Accordingly, under Option 2, a Budget Amendment to the FYE13 Budget will need to be approved that will transfer SST funds from the South Plant Improvement Project to the North Plant Project. The transferred SST funds will be used to fund an Engineering Report (ER) in FYE13 to move the North Plant project forward. The transferred SST funds will be used to fund a TMDL Study for the North Plant once the ER is completed and accepted by DEQ. The Contract for the TMDL would be anticipated in FYE14. The transferred SST funds will be available to help fund construction of the North Plant. The timeline for accomplishing the work necessary to move forward with construction of the North Plant is outlined in the attachment to the May 31, 2012 memorandum to Council from the City Attorney.

Under Option 2 the Garver contract amendment will be funded by SET funds and WWF funds. Construction of the South Plant Improvements will be funded by SET funds, WWF funds, future bonding capacity, and will include a utility rate increase to fund construction of the improvements in the range of 25% to 27%. Option 2 moves forward both the North Plant and the South Plant components of the 2001 WWMP, allows the South Plant Regulatory work to move forward, and allows the major required maintenance work to move forward timely as well. Additional wastewater utility rate increases will be required to pay for final design and construction of the North Plant in the future.

As noted above, Option 2 addresses concerns expressed regarding utilizing SST funds for the North Plant as some believe was required by the 2003 vote and resolves the question of whether another city-wide vote should be scheduled to address whether SST funds can be used to provide expanded treatment capacity needed to meet current sewer system obligations (as of August 2000) by completing the South Plant capacity expansion.

Whether Option 1 or Option 2 is selected to fund the Garver contract amendment, a wastewater utility rate increase submitted for voter approval will be required in 2013 to fund construction of the improvements at the South WRF. Option 2 also moves the North WRF forward as well. Option 1 does not move the North WRF facility forward_beyond the work that has already been done. City Staff will be available to answer questions or address concerns at the Council meeting.

AMENDMENT NO. 1
AGREEMENT
FOR
ENGINEERING SERVICES

This is an amendment, AMENDMENT NO. 1, attached to and made a part of the AGREEMENT, dated March 8, 2011, between the NORMAN UTILITIES AUTHORITY (Owner) and GARVER, LLC. (Engineer) for professional engineering services as necessary to complete the design and bidding phase services for the Norman Wastewater Treatment Plant Phase 2 Improvements.

WHEREAS, the Owner has determined the need for additional engineering design services for the project;

WHEREAS, Engineer is prepared to provide additional services in support of the project;

NOW THEREFORE, in consideration of the promises contained in said AGREEMENT and this AMENDMENT NO. 1, Owner and Engineer agree as follows:

ARTICLE I5 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Michael Graves
Garver, LLC.
1016 24th Ave NW
Norman, OK 73069
405-329-2555
mjgraves@GarverUSA.com

OWNER: Mark Daniels
Norman Utilities Authority
201-C West Gray
Norman, OK 73070
405-366-5377
mark.daniels@normanok.gov

SCOPE OF SERVICES
Engineer shall provide additional design services associated with the Wastewater Treatment Plant (WWTP) Phase 2 Improvements as described in APPENDIX A.

COMPENSATION
For the work described under SCOPE OF SERVICES the Owner will pay the Engineer on a lump sum basis. The Owner intends to pay the Engineer and represents that funds are available, or funds will be borrowed as necessary to pay the Engineer.

If any payment due the Engineer under this agreement is not received within 60 days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or liquidated damages assessed by the Owner.

The lump sum amount to be paid under this agreement is $3,687,000. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the work accomplished for Phases 2A and 2B as identified in Appendix B. Payments not received within 60 days of date invoice is received by the Owner will be subject to a one percent monthly simple interest charge.

IN WITNESS WHEREOF, Owner and Engineer have executed this Amendment No. 1.

DATED this _____ day of _____, 2012.

Garver, LLC. (ENGINEER)

By: _____
Title: Michael Graves – Regional Office Manager

ATTEST:

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

This instrument was acknowledged before me on this 1st day of June 2012, by Michael J. Graves as Regional Office Manager of Garver, LLC.

Notary Public

AUDRA J. SMITH
STATE OF OKLAHOMA
NOTARY PUBLIC
11011498
EXP 12/23/15

My Commission Expires/Commission Number:

12/23/15 / 11011498

Norman Utilities Authority (OWNER)
APPROVED as to form and legality this 7th day of June, 2012.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2012.

ATTEST

By: _____ _____
Title: Chairman – N.U.A. Secretary – N.U.A.

APPENDIX A – SCOPE OF SERVICES

1.1 General

Generally, the scope of services includes Design and Bidding services necessary for the Phase 2 Expansion and Improvements to the ***Norman Utilities Authority Wastewater Treatment Plant.***

These capital improvements include modification and refurbishment of existing facilities as well as construction of new facilities to meet the targeted capacity and treatment criteria for improvements to the existing Wastewater Treatment Plant (WWTP). These improvements are being designed to meet full build-out, capacity and treatment goals identified in Plan B of the Engineering Report (November 2011) as described in Exhibit No.1 to this Amendment. Engineer will develop separate preliminary and final design documents for two (2) construction contracts as identified in Exhibit No. 2 to this Amendment.

Subsequent construction and operations phase services required for successful completion of this project will be provided by subsequent amendment to the Agreement. As such, the facility improvements covered by this Amendment No. 1, as approved by the Owner, will serve as the basis for development of the level of effort and schedule for the subsequent project phases. Subsequent services required for completion of these phases must be specifically authorized by amendment to the Agreement, separate from this Amendment No. 1, following (or near) completion of Design Services when the appropriate level of effort, schedule, and associated compensation for those services can be determined.

2.1 Preliminary Design

2.1.1 Project Administration

Provide for the preparation of monthly invoicing with percent completes by task and monthly progress report.

2.1.2 Kickoff Meeting

A kickoff meeting will be scheduled and attended by Engineer and Owner. The purpose of the kickoff meeting will be to review the objectives of the project, review the scope of work, present the schedule including workshops and meetings, and to highlight the deliverables.

2.1.3 Monthly Meetings

Engineer will attend monthly coordination meetings with Owner. These meetings will provide updated information on the Engineer's status of the project and provide a forum for Owner input and review of Engineer's work. Engineer will provide meeting minutes for Owner review and approval within 7 calendar days after the meeting.

2.1.4 Predesign

Based on the project concepts documented in the Engineering Report, dated November 2011, the Engineer will prepare, for approval by the Owner, a Predesign submittal (30% Design) for the proposed Phase 2 WWTP Improvements. Engineer will develop the Predesign submittal for two (2) construction contracts as identified in Exhibit No. 2. The Predesign will refine the project concepts and develop them in further detail for later use in preparing Contract Documents for bidding and construction.

Process design criteria will be documented to identify basis of unit sizing and verification of ODEQ regulatory conformance. In the event a variance request is recommended, Engineer will

provide necessary justification.

The project opinion of cost will be updated from the Engineering Report estimate of construction costs for project components based on information obtained during the preliminary design phase.

Engineer anticipates the Predesign drawings will include a site plan, yard piping plan, hydraulic profile, mass balance, demolition plans, preliminary process and instrumentation diagrams (P&IDs), preliminary layouts of the proposed improvements such as liquid and solids treatment process units, associated equipment, major piping and valves, and preliminary electrical one-line diagram. The level of detail presented will vary for each concept as needed to adequately analyze specific issues and envision improvements that can be accomplished.

Engineer will furnish five (5) copies of these preliminary design (30%) documents, and cost estimates to Owner for distribution, review, comment and approval.

2.1.5 Predesign Workshops

At the end of Predesign for Phase 2A and 2B, the Engineer will lead and participate in two (2) separate workshops to include:

- Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
- Review and refinement of preliminary electrical one-line drawings.
- Review and refinement of the preliminary site plan hydraulic profile and facilities layouts.
- Review and finalize major equipment selection.
- Review proposed construction sequencing.

3.1 Final Design

3.1.1 Project Administration

Provide for the preparation of monthly invoicing with percent completes by task and monthly progress report.

3.1.2 Plans and Specifications

Based upon the results of the Owner approved preliminary design, Engineer will develop the detailed plans and specifications as a part of the Final Design for two (2) construction contracts as identified in Exhibit No. 2. The two (2) construction contracts for the WWTP may include up to two (2) deductive alternates for each construction contract. The deductive alternatives will be defined in the preliminary design. Prior to project advertisement, Engineer will prepare an opinion of project cost. Plans and specifications will be submitted to ODEQ for review, approval and issuance of a construction permit.

3.1.3 Final Design Meetings

Engineer will attend monthly coordination meetings with Owner. These meetings will provide updated information on the Engineer's status of the project and provide a forum for Owner input and review of Engineer's work. Engineer will provide meeting minutes for Owner review and approval within 7 calendar days after the meeting.

3.1.4 Design Value Review and Workshop

At approximately 75 percent complete drawings and specifications, the Engineer and Owner will

meet to accomplish a "design value review" of the plans and specifications to ascertain any areas of the project where cost savings can be achieved, as mutually agreed to by the Owner and Engineer. The Engineer will incorporate design value review decisions made into the drawings and specifications as appropriate. This meeting will be incorporated into a final design monthly meeting as described in section 3.1.3 above.

3.1.5 Contract Documents

Engineer will prepare final drawings and specifications for each of two (2) phases of construction as identified in Exhibit No. 2. Engineer will submit five (5) copies to the Owner's staff for review and comment. Engineer will incorporate review comments into drawings and specifications and prepare final Contract. The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the work. The Engineer's standard contract forms including General Conditions will be used along with Engineer's standard drawing format and technical specifications according to Construction Specifications Institute (CSI) standards.

In the event that Clean Water State Revolving Fund (CWSRF) funding is utilized by the Owner, Engineer will include bidding documents required to obtain OWRB approval of Contract Documents.

3.1.6 Regulatory Review and Coordination

Engineer will coordinate and respond to regulatory review comments as directed by the Owner.

4.1 Bidding

During the bidding phase of the project, the Engineer will:

- Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
- Support the contract documents by preparing addenda as appropriate.
- Participate in a pre-bid meeting.
- Attend the bid opening.
- Prepare bid tabulation.
- Evaluate bids and recommend award.
- Prepare construction contract.

Owner and Engineer anticipate two (2) phases of construction with two separate bid phases occurring at separate times as identified in Exhibit No. 2.

5.1 Schedule

The Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Phase 2A:	
Preliminary Design	90 days from start date
Final Design	180 days from approval of Preliminary Design
Phase 2B:	
Preliminary Design	180 days from start date
Final Design	240 days from approval of Preliminary Design

6.0 Additional Services

The following items are not included under this agreement but will be considered as Additional Services and necessary for successful completion of the project. Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

- Geotechnical Services
- Environmental Services
- Sludge Management Plan
- Construction Phase Services
- Construction Observation Services
- Operation and Maintenance Manuals
- Treatment Process Start-up Assistance
- Warranty Assistance
- Water Reuse Master Plan

6.1 Extra Work

The following items are not included under this agreement but will be considered as Extra Work. Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
4. Construction materials testing.
5. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
6. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
7. Funding application.

APPENDIX B

NORMAN UTILITIES AUTHORITY
WWTP PHASE 2 IMPROVEMENTS

FEE SUMMARY

Title I Services	Estimated Fees
Surveys	*Completed*
Conceptual Design	*Completed*
Preliminary/Final Design	$ 3,514,000
Bidding Services	$ 173,000
Subtotal for Title I Services	$ 3,687,000

Title II Services	
Construction Administration	*TBD*
Construction Observation	*TBD*
Subtotal for Title II Services	$ -

Title III Services	
Operations Start-up Assistance	*TBD*
O&M Manuals	*TBD*
Warranty Assistance	*TBD*
Subtotal for Title III Services	$ -

APPENDIX B

NORMAN UTILITIES AUTHORITY
WWTP PHASE 2 IMPROVEMENTS

FEE SUMMARY

Facility/Process Pre and Final Design	Estimated Fees
PHASE 2A	
40 - RAS/WAS Upgrades	$124,500
45 - UV/Post Aeration	$628,000
50 - Outfall Pipe	$125,100
55 - WAS Thickening	$297,500
65 - Thickend Sludge Blend/Pumping	$139,500
70 - Anaerobic Digestion	$94,300
85 - Standby Power / Site Electrical	$186,700
95 - PLC/SCADA Arch	$32,500
Subtotal for Design Services	$1,628,100
Bidding Services	$83,000
Phase 2A Total	$1,711,100

Facility/Process Pre and Final Design	Estimated Fees
PHASE 2B	
10 - Headworks	$48,700
15 - Inf Flow Metering and Split	$54,000
20 - PC Upgrades	$210,000
25 - A-Basin Upgrades	$583,800
35 - SC Upgrades	$395,900
75 - Odor Control	$291,700
85 - Standby Power / Site Electrical	$280,100
95 - PLC/SCADA Arch	$21,700
Subtotal for Design Services	$1,885,900
Bidding Services	$90,000
Phase 2B Total	$1,975,900

AMENDMENT NO 1. TOTAL	$3,687,000

EXHIBIT NO. 1 – WWTP Phase 2 Recommended Plan

Section 7.0
Proposed Project

7.1 Recommendation

Plan B is recommended as the best available option to meet the needs of the Norman WWTP. Plan B completes the system expansion of the facility to the full build-out treatment capacity of 17 mgd, as identified in the Norman Wastewater Master Plan. The proposed upgrades are able to meet all current treatment objectives and effluent discharge requirements. Furthermore, all of the identified improvements are fully compatible with future phasing of the Biological Nutrient Removal process described in Plan C. Therefore, at a future time, the facility can easily be upgraded to a BNR plant, should future discharge permits or the desire to re-use water dictate the need for nutrient removal.

7.1.1 Treatment

The components of Plan B are described in detail in Section 6. In general, the following processes are recommended to upgrade all liquids and solids components to handle an annual average daily flow of 17 mgd and a peak daily flow of 36 mgd. The City of Norman may choose to complete these improvements in one or more phases. In any event, the new UV disinfection and post-aeration improvements will be constructed in the first phase and be implemented by July 1, 2013 in order to obtain compliance with the new fecal coliform permit limits effective that date.

- Redundant screening conveyors
- New influent flow measurement and screening
- Replacement primary clarifier mechanisms
- Aeration basin expansion
- Replacement secondary clarifiers
- Expanded RAS/WAS pumping
- New UV disinfection
- New post-aeration
- Parallel discharge line
- New centrifuge thickening
- New sludge blend tank
- Anaerobic digester improvements
- New odor control treatment

- New standby power system

Figures 7.1 and 7.2 summarize the percentage of full build-out capacity that is provided by existing infrastructure and new infrastructure.

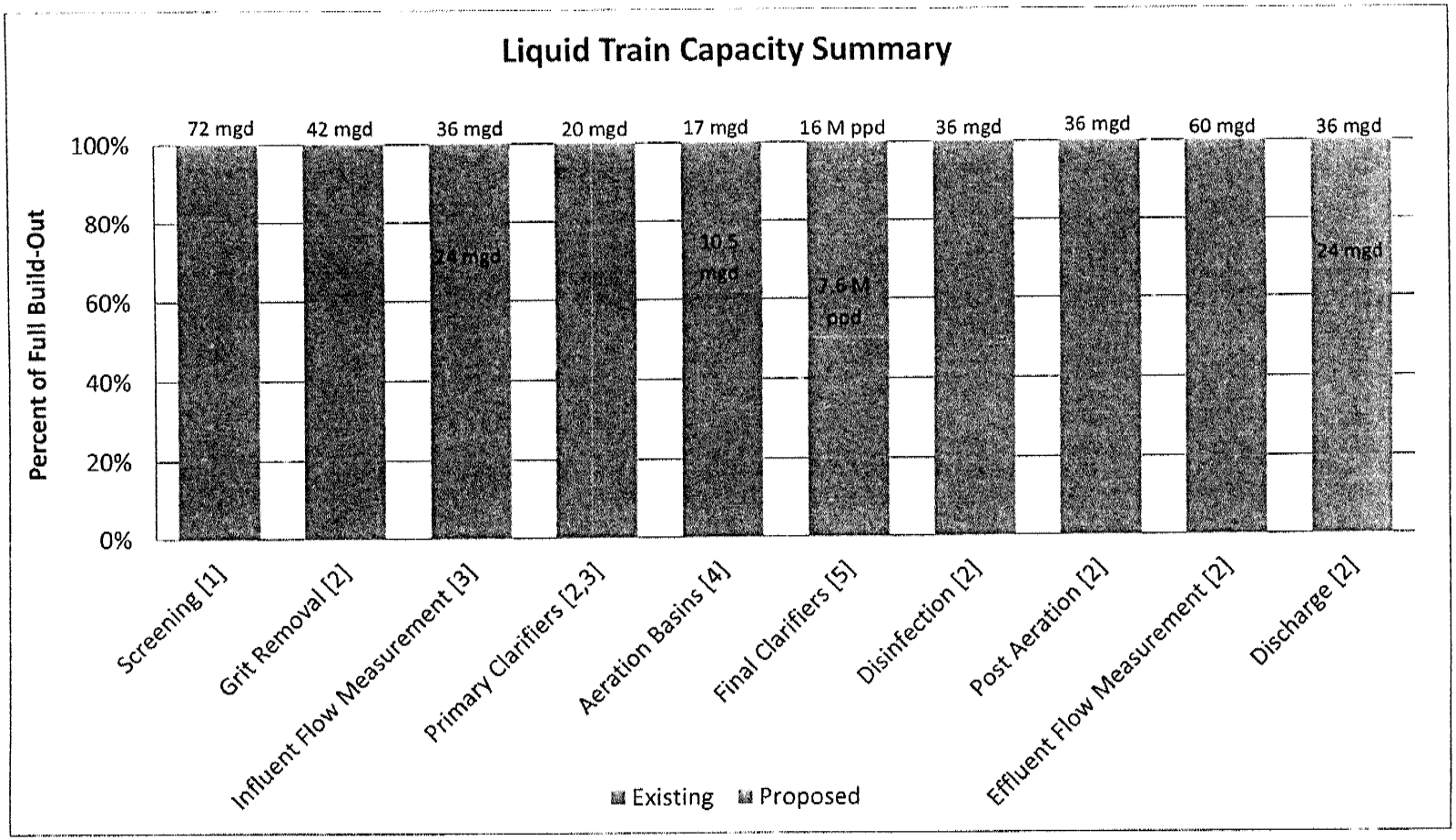


Figure 7.1
Liquid Train Capacity Summary

Notes: [1] Based on peak flow
[2] Based on max day flow
[3] Minus bypass flow
[4] Based on average day flow
[5] Based on max day solids loading

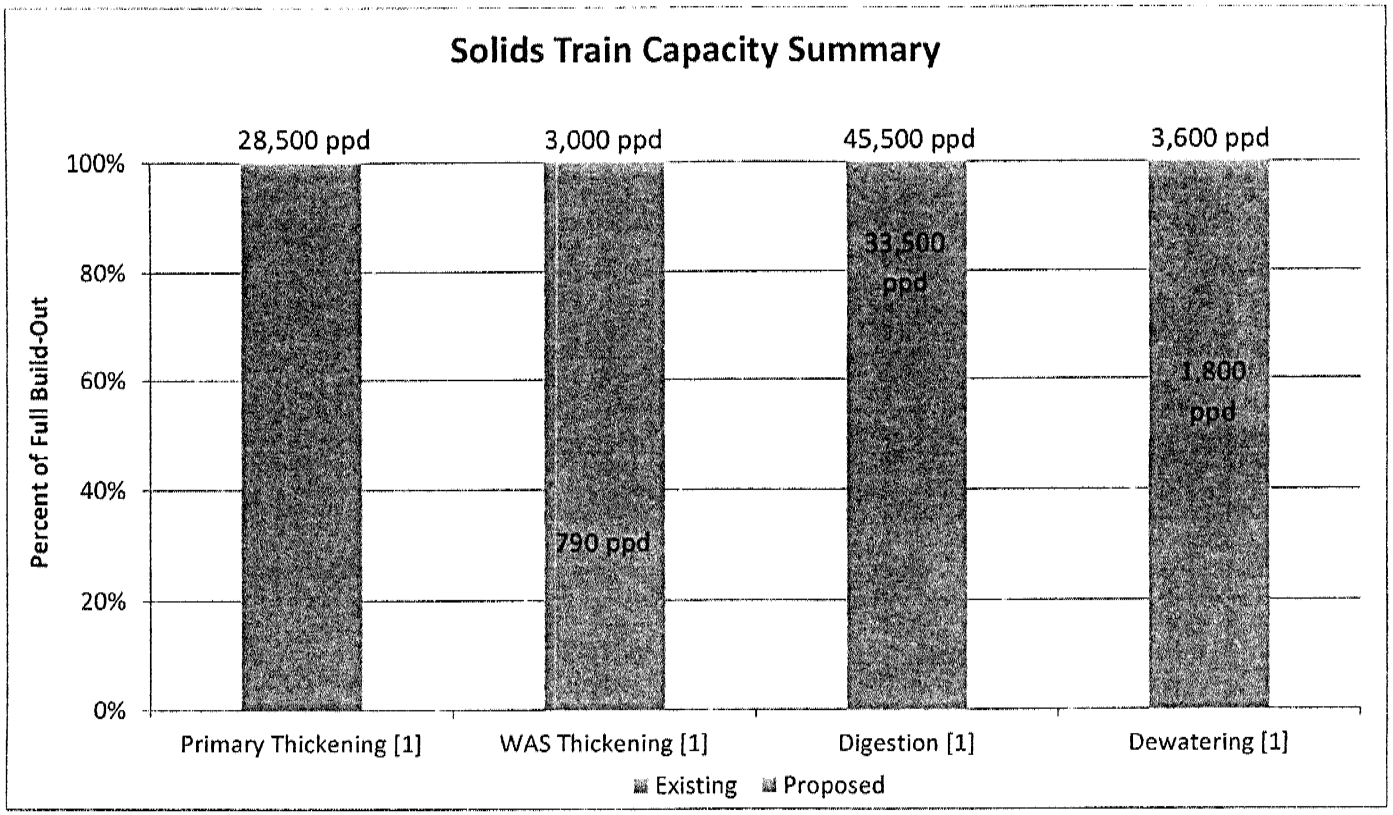


Figure 7.2
Solids Train Capacity Summary

Notes: [1] Based on solids loading at 17 mgd and max month BOD /TSS concentrations

7.1.2 Hydraulic Calculations

The water surface elevations, or the hydraulic grade line (HGL), through the WWTP following the proposed improvements were estimated with the use of a hydraulic model. As with the existing system assessment, the model estimates the HGL by calculation of head loss through the hydraulic elements. Existing elements were field verified through a detailed level survey and new elements are proposed at an elevation to allow flow through the system under the design peak flow. Two flow rates were used in the hydraulic analysis of the proposed system, which are described further in Section 6.2:

- Design Maximum Day Flow 36 mgd
- Design Average Day Flow 17 mgd

The following hydraulic design features are proposed to accommodate the HGL, as calculated by the hydraulic model and depicted on Drawing 15. The listed improvements are the minimum expected upgrades. Additional improvements to the yard piping throughout the site may be identified during detailed design.

- New 72" Influent Flume
- Upsize piping to Primary Clarifiers No. 3 and 4
- Provide UV disinfection and post-aeration downstream of existing effluent flume
- New 36" parallel discharge line from post aeration effluent to discharge point

7.2 Cost Estimate

A detailed cost estimate of Plan B is shown in Table 6.22. The total estimated project cost, including equipment, structures, electrical, instrumentation, site improvements, contractor profit, professional services, and inflation is approximately $ 52 Million. The City currently has over $15 Million available for this project from sales and excise tax. The City will seek loan funds or bonds for the remaining work.

As shown in Table 6.23, the improvements are expected to add approximately $ 579,000 in annual operating expenses at full build-out. The total expected annual O&M following the implementation of the proposed project at an average daily design flow of 17 mgd is just over $ 11 Million.

Norman WWTP - PHASE 2 RECOMMENDED PLAN

Conceptual Cost Estimates From Engineering Report

					Fund 032	Fund 322	Fund 323	Total
(R) Processes Required by Regulatory Agencies (Expand from 0 to 17 MGD)				MGD	12.0	3.1	1.9	17.0
	Construction	Design	Subtotal	% Share	70.6%	18.2%	11.2%	100.0%
UV Disinfection	$4,205,000	$817,000	$5,022,000		$3,545,000	$915,000	$562,000	$5,022,000
Post-Aeration	$3,708,000	$720,000	$4,428,000		$3,126,000	$807,000	$495,000	$4,428,000
	$7,913,000	$1,537,000	$9,450,000	Subtotal	$6,671,000	$1,722,000	$1,057,000	$9,450,000
(C1) Improvements Related to Expanding Capacity from 12 to 17 MGD				MGD	0.0	3.1	1.9	5.0
	Construction	Design	Subtotal	% Share	0.0%	62.0%	38.0%	100.0%
Influent Flow Metering/Splitting	$499,000	$97,000	$596,000		$0	$370,000	$226,000	$596,000
New Aeration Basins (3)	$8,675,000	$1,684,000	$10,359,000		$0	$6,423,000	$3,936,000	$10,359,000
Secondary Clarifiers (2)	$8,977,000	$1,743,000	$10,720,000		$0	$6,646,000	$4,074,000	$10,720,000
RAS Pumping	$461,000	$90,000	$551,000		$0	$342,000	$209,000	$551,000
WAS Pumping	$660,000	$128,000	$788,000		$0	$489,000	$299,000	$788,000
Parallel Discharge Line	$1,437,000	$279,000	$1,716,000		$0	$1,064,000	$652,000	$1,716,000
WAS Thickening (2)	$3,117,000	$605,000	$3,722,000		$0	$2,308,000	$1,414,000	$3,722,000
	$23,826,000	$4,626,000	$28,452,000	Subtotal	$0	$17,642,000	$10,810,000	$28,452,000
(C2) Improvements Related to Entire 17 MGD Design Capacity				MGD	12.0	3.1	1.9	17.0
	Construction	Design	Subtotal	% Share	70.6%	18.2%	11.2%	100.0%
Rehab Existing Primary Clarifiers	$2,409,000	$468,000	$2,877,000		$2,031,000	$525,000	$321,000	$2,877,000
Primary Clarifier Bypass Line	$792,000	$154,000	$946,000		$668,000	$172,000	$106,000	$946,000
Sludge Blending	$1,138,000	$221,000	$1,359,000		$959,000	$248,000	$152,000	$1,359,000
Standby Power/SCADA	$1,375,000	$267,000	$1,642,000		$1,159,000	$299,000	$184,000	$1,642,000
	$5,714,000	$1,110,000	$6,824,000	Subtotal	$4,817,000	$1,244,000	$763,000	$6,824,000
Subtotal Capacity Improvements	$29,540,000	$5,736,000	$35,276,000		$4,817,000	$18,886,000	$11,573,000	$35,276,000
Odor Control Attributable to Entire 17 MGD Design Capacity				MGD	12.0	3.1	1.9	17.0
	Construction	Design	Subtotal	% Share	70.6%	18.2%	11.2%	100.0%
Odor Control	$3,088,000	$600,000	$3,688,000		$2,602,000	$673,000	$413,000	$3,688,000
(M) Processes Requiring Maintenance Only				MGD	12.0	0.0	0.0	12.0
	Construction	Design	Subtotal	% Share	100.0%	0.0%	0.0%	100.0%
Screening Improvements	$446,000	$87,000	$533,000		$533,000	$0	$0	$533,000
Replace Existing AB Diffusers	$1,736,000	$337,000	$2,073,000		$2,073,000	$0	$0	$2,073,000
Anaerobic Digestion	$1,110,000	$216,000	$1,326,000		$1,326,000	$0	$0	$1,326,000
	$3,292,000	$640,000	$3,932,000	Subtotal	$3,932,000	$0	$0	$3,932,000
	$43,833,000	$8,513,000	$52,346,000	Total	$18,022,000	$21,281,000	$13,043,000	$52,346,000
				% Share	34.4%	40.7%	24.9%	100.0%
					Fund 032	Fund 322	Fund 323	Total
				Adjust	$7,043,000		-$7,043,000	
					$25,065,000	$21,281,000	$6,000,000	$52,346,000
				% Share	47.9%	40.7%	11.4%	100.0%

Funding Summary
Norman Phase 2 WWTP Expansion
Amendment No. 1 to Contract K-1011-148 with Garver, LLC

4/17/2012

office memorandum

DATE: May 31, 2012

TO: Honorable Mayor & Council members

FROM: Jeff Harley Bryant, City Attorney JHB

SUBJECT: Discussions re Recommitting to both components of the 2001 Wastewater Master Plan

On May 16, 2012, I forwarded to you an outline of the discussions had between City Staff and representatives of the Norman Developer's Council (NDC) and the Builders' Association for South Central Oklahoma (BASCO) regarding their desire that the City Council recommit to the North Plant prior to capacity expansion in the South Plant. The original request asked that $8.5 million of accumulated excise revenues be set aside for the North Plant construction. In addition it was requested that only the regulatory and maintenance components of the South Plant improvements be moved forward to be funded solely from revenues from utility customers.

As can be noted in the May 16th documents, we have worked with the groups to find a way to recommit to both components of the 2001 Wastewater Master Plan, i.e. adding capacity at a new North Plant and expansion of capacity at the South Plant., in such a way that is responsive to the need for South Plant capacity expansion, provides a revenue source for moving the North Plant forward, while being sensitive to the community debate concerning whether the remaining Temporary Sewer Sales Tax funds should be expended on the North Plant project as indicated in campaign materials during the 2003 Citizen vote.

While there are certainly pros and cons to this suggestion, I wanted to also share with you the formal response from Mr. Heiple for the NDC regarding the proposal. I did talk to Sean Rieger today, who represents BASCO, who generally reports his clients agree with the proposal, except they would like $8,169,333 set aside to further the North Plant instead of the approximately $6 million of remaining temporary sewer sales tax (SST). When Mr. Rieger was apprised of the NDC position and that the additional set aside would not likely be supported by a majority of Council, he indicated he would confer with his clients. I have not heard back from him before finalizing this memo, but generally believe BASCO will support this suggestion to move forward on both components of the 2001 Wastewater Master Plan.

The Mayor and several Council members individually have spoken to me during this discussion process. The action requested by Council is anticipated to be an amendment to the FYE13 Budget establishing the North Plant Project and setting aside remaining SST for that purpose. A companion item, an amendment to the Garver Contract to provide preliminary/final design and bidding services for the South Plant Project, will also be on the June 12th Agenda.

Of course, it will ultimately be Council's decision on how to fund the South Plant Improvement and Expansion Project, and whether to set aside the SST funds for the North Plant. Council discussion will be scheduled for June 12th at the conference. Please let us know if you have questions or concerns prior to that time.

Xc Steve Lewis, City Manager
Anthony Francisco, Finance Director
Ken Komiske, Utilities Director

HEIPLE LAW OFFICES, INC.

218 East Eufaula
P. O. Box 847
Norman, OK 73070
(405) 321-0090

FAX (405) 321-9763
heiplelaw@cox.net

TO: City of Norman, c/o City Attorney, Norman City Hall (hand-delivered)
RE: North Side Treatment Plant
Date: May 22, 2012

The Norman Developers Council ("NDC") members received the four-page "*Future Expansion of Wastewater Discussion*" presentation dated May 16, 2012, compiled by the City Attorney's office.

I asked the NDC members to each respond as to whether he/she would approve such a proposal **if** it resulted in $6,000,00 being allocated to the North Plant in the FY13 budget, along with a firm Timeline adopted by the Norman City Council.

The members of the NDC believe that a "firm" Timeline requires either a Resolution by the Council or the following (*slightly revised*) language from the May 16 presentation being specifically included as a part of the $6,000,000 budget allocation:

> "1. Commitment to a North Wastewater Treatment plant improvements (North Plant). Identify the remaining Temporary Sales Tax Money (at least $6,000,000) in the fiscal year 2012-2013 (FYE 13) Budget for the North Plant Project.
>
> 2. City to contract for preparation of the Engineering Report for the proposed North Plant with a full build-out average daily flow of 4.5 mgd; funding to be included in FYE 13 Budget from the North Plant Project using Temporary Sewer Sales Tax Revenues.
>
> 3. Effort to encourage DEQ regulations for "intentional direct potable water reuse" Continue to work with the Oklahoma State Legislature toward the development of DEQ Regulations.
>
> 4. Ensure timely construction of North Plant by closely monitoring capacity at Lift Station D by: (1) preparing monthly reports comparing the Average Daily Flow (ADF) for the previous 12 consecutive months; and (2) City will move forward to contract for the Total Maximum Daily Load Study (TMDL) for the North plant, which will in no event be later than a 2.75 mgd (12-month running annual ADF) at Lift Station D."

We look forward to working with you.

Sincerely,

Harold Heiple

Future Expansion of Wastewater Discussion
May 16, 2012

Moving forward to further implement the 2001 Wastewater Master Plan – two plant scenario – 21.5 million gallons per day (mgd) average daily flow to serve urban development under the 2025 Comprehensive Land Use and Transportation Plan.

1. Commitment to a North Wastewater Treatment Plant improvements (North Plant). Identify the remaining Temporary Sales Tax money (approx $6 million) in the fiscal year 2012-2013 (FYE 13) Budget for the North Plant Project.

2. City to contract for preparation of the Engineering Report for the proposed North Plant with a full build-out average daily flow (ADF) of 4.5 mgd; funding to be included in FYE 13 Budget from the North Plant Project using Temporary Sewer Sales Tax revenues;

3. Effort to encourage DEQ Regulations for "intentional indirect potable water reuse". - continue to work with the Oklahoma State Legislature toward the development of needed DEQ Regulations.

4. Ensure timely construction of North Plant by closely monitoring capacity at Lift Station D. (to allow enough lead time before reaching maximum capacity to send sewage to the South Plant)

   - prepare monthly reports comparing the Average Daily Flow (AFD) for the previous 12 consecutive months

   - at 2.75 mgd (12-month running annual ADF) City will move forward to contract for the Total Maximum Daily Load Study (TMDL) for the North Plant.

5. South Plant Improvements. To ensure adequate capacity while planning, design, and construction steps are taken to build a North Plant, the South Wastewater Treatment Plant (South Plant) improvements will move forward to include maintenance and regulatory improvements, odor control, and a capacity expansion from an ADF 12 mgd to 17 mgd. – using Development Excise Taxes and a ratepayer rate increase of approximately 26%. It is anticipated these revenue streams will be adequate to fund the improvements using a 17 year bond term. City will move forward with planned improvements to the South WWTP as follows:

Regulatory	$9.4
Maintenance	$3.9
Odor Control	$3.7
Capacity	$35.4
Totals	$52.4 million

Funding source	Customers rates (fund 032)	Sewer Excise Tax (fund 322)	Projected Cost (mil)
Cash	0	8.5	8.5
Bond	31.1*	12.8	43.9
Totals	31.1	21.3	52.4

* $13.1 million of capacity improvements, whose cost could be borne by "current obligation" revenue sources, are proposed to be funded by sewer customer rates to provide adequate funding. Rate increase to customers is based on $31.1 million 17 year bond resulting in an approximate 26% rate increase.

USE OF TEMPORARY SALES TAX FUNDS

The attached map shows interceptor lines completed since 2001 and remaining interceptor lines yet to be completed.

- White color includes areas served at the time of the wastewater freeze in 1999;
- Tan (Green) colored areas are now included in either the current or future urban service area as per Norman 2025 Plan;
- Yellow colored areas are other potential areas sewerable by gravity to Lift Station D.

Back-up to the Interceptor map : the completed and pending interceptors amount ($37M + $5M = $42M) is taken from North Total ($17.6 including Lift Station D) and South Interceptors ($24.0M) for total of $41.6M.

Funding Breakdown of Wastewater Improvements
Spent or Currently Budgeted, October 2001 to March 2012 in Millions

Category	WW Fund 032	Maint. Fee 321	Excise Tax 322	Sales Tax 323	* EPA Grant	Total
North WWTP/Lift Station D	0.82	0.00	2.98	3.30	2.00	9.00
North Interceptors	0.00	0.00	4.93	3.64	0.00	8.57
North Total	0.82	0.00	7.91	6.94	2.00	17.57
*Grant monies replaced sales tax funding for Lift Station D						
South WWTP	10.18	0.00	0.00	3.50	3.96	17.64
South Interceptors	0.00	0.89	3.53	19.59	0.00	24.01
South Total	10.18	0.89	3.53	23.09	3.96	41.65
*Grant monies replaced wastewater fund monies for Headworks/WSLS/Sludge projects						

TIMELINE FOR DESIGN AND CONSTRUCTION OF THE NORTH PLANT

This timeline was developed from regulations concerning engineering reports (ER) from Oklahoma Department of Environmental Quality (DEQ) as well as the ER/EID checklist that DEQ/OWRB require when State Revolving Fund (SRF) financing is requested. For discharging wastewater treatment facilities, the process generally requires:

a. Preparation and submission of the ER and DEQ review and approval of ER (6 to 12 month process, maybe longer since an EID is required by the OWRB for a new site)

b. Since a new facility discharge is currently not allowed in the approved 208 Plan, a TMDL study is required (18 to 24 month process). The TMDL study (Work Plan previously approved by DEQ) requires these steps for completion including:
   - Approval of a Work Plan
   - Field studies during high and low flow conditions
   - Modeling
   - Wasteload allocation
   - DEQ/EPA Approval of TMDL

c. Submission of an Application to Discharge (6 to 9 month process but can be partially concurrent with TMDL) with opportunity for public hearing.

d. Preparation and submission of Plans and Specifications for the approved discharge point and DEQ approval (12 to 24 month process)

e. Bid and Award Project – 90 - 120 days

f. Construction Period – 24 to 36 months

In summary, it will take 3 to 5 years to complete the plan and design process. It will take 2 ½ to 3 ½ years to bid and construct the Plant. Together the total time period for the process can be from 5 ½ to 8 ½ years.

PROJECTED FUNDING FOR THE FUTURE NORTH PLANT

Projected funding for the future North Plant anticipated as follows:

a. Estimated Cost: $85 million for permitting, design and construction of a 4.5mgd BNR Advanced WWTP discharging directly to the Little River (per Garver in 2015 dollars) (note: cost increase $10 to $11 million if effluent is piped west to the South Canadian River)

b. Potential triggers for accelerating review or re-evaluation of the North Plant timetable:
   (i) Approval of DEQ Regulations that will allow for "intentional indirect potable water reuse" as noted in #3 above.

   (ii) When Lift Station D reaches 2.75 mgd as noted in #4 above.

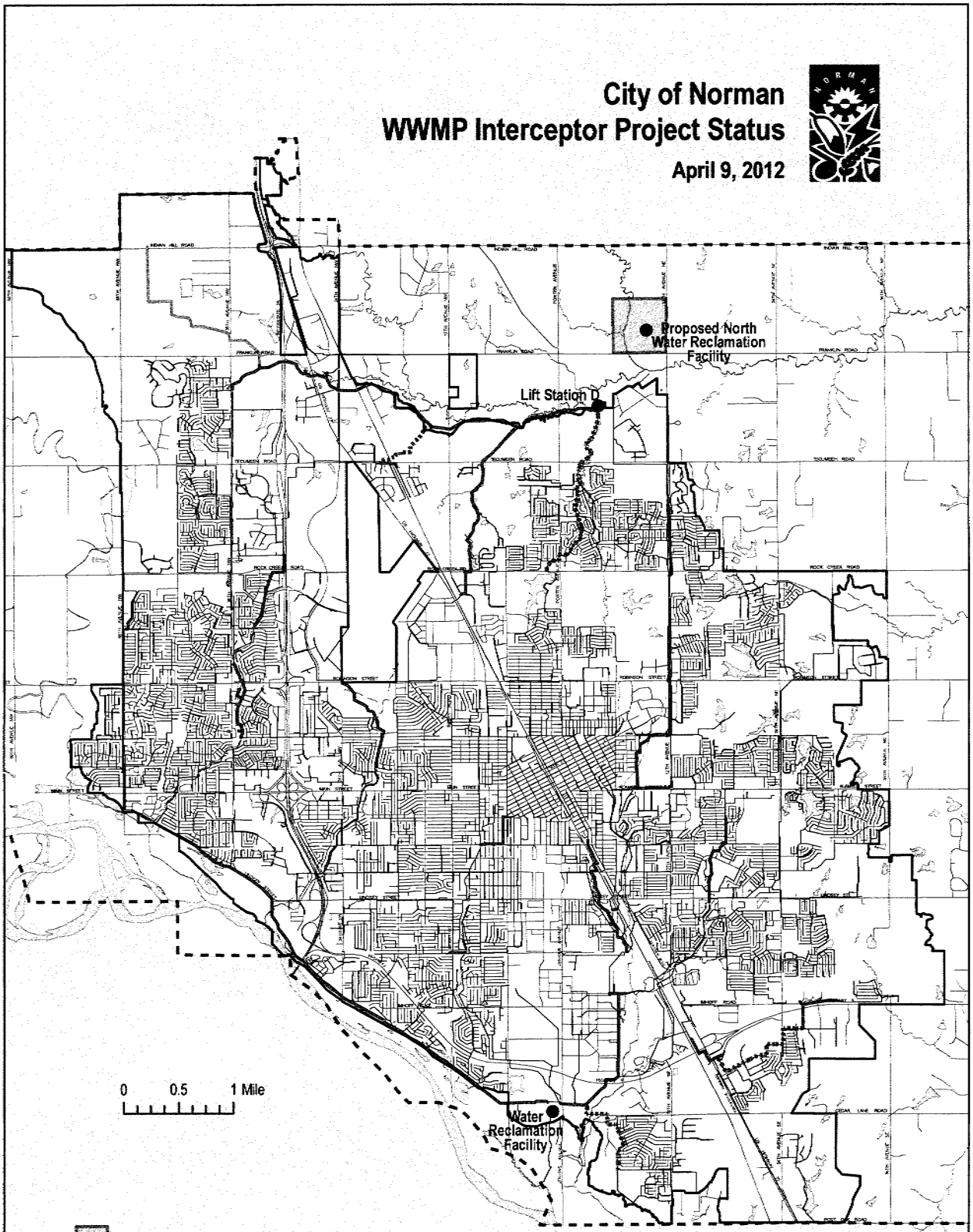
   (iii) Significant changes to the 2025 Comprehensive Land Use Plan.

c. Estimated Funding Sources for additional capacity & current obligations

$ 6.0 million – Temporary Sewer Sales Tax (current obligations)
$31.1 million – released bonding capacity from customer rates
$12.8 million – released bonding capacity from excise taxes
$49.3 million

$17.0 million – future customer growth
$18.1 million – future rate increases 10th & 20th year
$85.0 million

City of Norman
WWMP Interceptor Project Status
April 9, 2012



- Proposed North Water Reclamation Facility
- Sanitary Sewer Service Basins (Norman 2025)
- Final & Preliminary Platted Areas (1999 to Present) and Future Sanitary Sewer Service Areas (Norman 2025)
- Approximate Area Beyond Sanitary Sewer Service Area That Will Gravity Flow To Lift Station D
- Completed Interceptors - $37M (88%)
- Pending Interceptors - $5M (12%)
- NW Sewer Group (J & J) Interceptor
- Sanitary Sewer Network
- Street Centerlines
- City Boundary
- Hydrology

Map produced by the City of Norman GIS Services Division

The City of Norman assumes no responsibility for errors or omissions in the information presented. All boundaries are approximate and subject to individual review.

City of Norman, OK

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

Master

File Number: R-1112-139

File ID:	R-1112-139	**Type:**	Resolution	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 35	**In Control:**	City Council
Department:	Legal Department	**Cost:**		**File Created:**	06/07/2012
File Name:	R-1112-139 NED Authority			**Final Action:**	

Title: RESOLUTION NO. R-1112-139: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AFFIRMING THE INTENT OF THE COUNCIL TO APPROVE AND ACCEPT A BENEFICIAL INTEREST IN THE TRUST INDENTURE CREATING THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY ("NEDA"), AND REQUESTING THE MAYOR OF THE CITY OF NORMAN, THE BOARD OF DIRECTORS OF THE NORMAN ECONOMIC DEVELOPMENT COALITION AND THE EXECUTIVE COMMITTEE OF THE NORMAN CHAMBER OF COMMERCE TO SUBMIT THEIR NOMINATIONS FOR TRUSTEES IN ACCORDANCE WITH SAID PROPOSED TRUST INDENTURE. (5-08-12 - non-Councilmembers as Trustees))

or alternatively

RESOLUTION NO. R-1112-139: A RESOLUTION ACCEPTING BENEFICIAL INTEREST IN THE TRUST CREATED BY A TRUST INDENTURE CREATING THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY FOR AND ON BEHALF OF THE CITY OF NORMAN, OKLAHOMA, IN ALL RESPECTS IN ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE. (6-07-12 - Councilmembers as Trustees)

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-139 dated _____.

ACTION TAKEN: _____

ACTION NEEDED: Motion to accept or reject a beneficial interest in the Trust Indenture dated _____ (5-15-12 draft or 6-07-12 draft) creating the Norman Economic Development Authority.

ACTION TAKEN: _____

Notes:

Agenda Date: 06/12/2012

Agenda Number: 35

Attachments: Staff Report submitted on 6-7-12, Resolution Accepting NEDA 6-7-2012, June 7th Trust Indenture - Clean Copy, June 7th Trust Indenture - Annotated, Staff Report submitted on 5-8-12, R-1112-139 NEDA 5-8-12, May 8th Indenture version, May 15th Revised draft indenture, 8-4-11 BACA Minutes, 9-15-11 BACA Minutes, 10-6-11 BACA Minutes, 11-3-11 BACA Minutes, 12-01-11 BACA Minutes, 1-5-12 BACA Minutes, 2-2-12 BACA Minutes, 3-1-12 BACA Minutes, March 27 Special Session Minutes

Project Manager: Rule of Three

Entered by: denise.johnson@normanok.gov **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2012	Postponed		06/12/2012	06/12/2012	
	Action Text: Postponed						
1	City Council	05/08/2012					

Text of Legislative File R-1112-139

Body

The creation of a public trust authority to facilitate potential economic development incentives was identified as a priority by the Business and Community Affairs Committee ("BACA") of the Council in August 2011 and also by the full Council at its Planning Retreat in September 2011. After a series of meetings with the BACA Committee, a recommended draft indenture was discussed by the full Council during a Council Conference on March 27, 2012.

A resolution supporting the creation of the Norman Economic Development Authority ("NEDA") was placed on Council's agenda for May 8, 2012 by the request of three Council members, but, given concerns expressed by other Council members and citizens, Councilmember Ezzell moved to postpone the item to allow for additional public input and revisions to the trust indenture that would address some of the expressed concerns.

A public forum regarding creation of the trust was held on May 29, 2012. The BACA Committee held an additional Public Meeting on June 7, 2012. The item originally on the May 8, 2012 Agenda was postponed to be considered by Council at its meeting on June 12, 2012. This memo addresses direction offered by the BACA Committee on June 7th.

Discussion

The direction given by the BACA Committee on June 7th was to bring forward the Norman Economic Development Authority (NEDA) public trust indenture with broad powers similar to those contained in the Norman Tax Increment Finance Authority (NTIFA) trust indenture, with Council members to act as Trustees of NEDA, and removing the Advisory Board language from the trust indenture. The attached draft accomplished that direction.

This approach tries to achieve clarity of purpose of the NEDA Trust being the "tool" available to NEDC while working to recruit quality jobs employers. Although the NTIFA Trust has similar powers and can be used for economic development projects outside the UNP TIF District, as pointed out by the City's financial advisor, using the NTIFA as a financing tool for a project that does not utilize a UNP TIF revenue stream may be misleading on its face and would require an additional layer of explanation for potential bond purchasers.
In addition, the consensus of the BACA committee was to move the Norman Economic Development Advisory Board (NEDAB) out of the trust indenture and work on that idea as a separate Council appointed Board through Resolution or Ordinance. This approach will allow Council an opportunity to work through issues such as Board purpose, Board composition and qualifications, definition of goals to be achieved to be considered for public financing assistance, in particular economic development projects, that may be brought forward in the future.

To accomplish that request, the indenture was modified by taking the 5-15-2012 version and replacing Article VII relating to Trustees with the same language that is included in the NTIFA Trust document. Accordingly, the indenture contains standard language that empowers the NEDA with the typical powers set forth for public trusts by Oklahoma law, except language regarding promoting or developing healthcare facilities has been stricken as previously directed. The Norman Regional Hospital Authority Board of Directors had expressed concern about this provision since healthcare that benefits Norman is something they are charged with developing.

Article VII, then, sets forth the identity of the Trustees. The revised indenture requires that Council members serve as Trustees for the NEDA, much like they do with the Norman Utilities Authority, Norman Municipal Authority and the Norman Tax Increment Finance Authority.

As with other public trusts, the Norman Economic Development Authority will be required to follow the Open Meetings Act and Open Records Act, as well as the Public Competitive Bidding Act. In addition, the Authority will have to file annual financial reports and audits with the City and State Auditor. Finally, the Authority will be unable to issue debt without approval by 2/3 vote of City Council.

Recommendation

The item coming back to Council on June 12th is Resolution R-1112-139. The item was postponed prior to a motion to adopt or reject. If Council desires to move forward with the trust document that established NEDA with trustees other than the Council members acting as Trustees, then the original Resolution with the trust version dated May 8, 2012 can be considered.

If Council desires to move forward with a NEDA Trust where Council members will also serve as the Trustees for NEDA, then the substitute Resolution attached should be used. The substitute Resolution provides a place in Section 5 where Council can designate the draft version dated 5-15-12 (placing the Advisory Board in the trust indenture) or Council can designate the draft version dated 6-7-2012 that reflects the most recent recommendation from the BACA Committee.

Procedurally, if Council desires to move forward with this item, it is suggested you decide: first

whether Council will act as Trustees of NEDA (substitute version of Resolution R-1112-139); if so, then second whether the Advisory Board will be in the trust indenture (5-15-12 version) or removed from the trust indenture (6-7-2012 version) as recommended by the BACA; third whether to adopt the beneficial interest of the NEDA public trust in the form ultimately determined by Council.

City Staff will be available to answer questions or address concerns. Please let me know if you have questions prior to that time.

R-1112-139

Resolution

A RESOLUTION ACCEPTING BENEFICIAL INTEREST IN THE TRUST CREATED BY A TRUST INDENTURE CREATING THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY FOR AND ON BEHALF OF THE CITY OF NORMAN, OKLAHOMA, IN ALL RESPECTS IN ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE.

§1 WHEREAS, the creation of a trust authority dedicated to fostering economic development in Norman was identified as a priority by the City Council Business and Community Affairs Committee during its August 4, 2011 meeting; and

§ 2. WHEREAS, the creation of such a trust authority and the terms of the trust indenture were discussed during meetings of the Business and Community Affairs Committee on October 6, 2011, November 3, 2011, December 1, 2011, February 2, 2012, March 1, 2012 and June 7, 2012; and

§ 3. WHEREAS, the creation of such an economic development trust authority and the terms of the trust indenture were discussed by City Council during a Special Session held on March 27, 2012, and at a Public Forum held on May 29, 2012; and

§ 4. WHEREAS, there is a desire to move forward to create a Norman Economic Development Authority that is dedicated to fostering quality jobs and quality economic development benefitting the Norman community as a whole; and

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

§ 5. The Trust Indenture by and among Cindy Rosenthal, as Trustor, and Cindy Rosenthal, Roger Gallagher, Tom Kovach, Hal Ezzell, Carol Dillingam, David Spaulding, Linda Lockett, Jim Griffith, and Dan Quinn, as Trustees, dated the _____ day of _____, 2012, creating the Norman Economic Development Authority (the "NEDA"), a copy of which will be filed in the office of the County Clerk of the Cleveland County, Oklahoma, is hereby approved and the City Council hereby accepts the beneficial interest in the Trust created therein for and on behalf of the City of Norman, Oklahoma. The Mayor or Mayor Pro Tem and City Clerk or Deputy City Clerk are authorized to execute a certificate to evidence said acceptance of beneficial interest.

§ 6. Pursuant to the provisions set forth in Title 60, Oklahoma Statutes, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable laws and statutes of the State of Oklahoma, the Authority is hereby designated by the City to exercise all powers necessary or appropriate

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of The City of Norman, Oklahoma.

I further certify that the City Council of The City of Norman, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on _____ day of _____, 2012, in the Council Chambers, 201 West Gray in Norman, Oklahoma, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution _____ that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council Members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS _____ DAY OF _____, 2012.

THE CITY OF NORMAN, OKLAHOMA

_____
City Clerk

thereto pursuant to Title 60, Oklahoma Statutes, Sections 176 to 180.4 and the terms of the trust indenture.

APPROVED AND ADOPTED THIS _12th_ DAY OF _June_, 2012.

CITY OF NORMAN, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

TRUST INDENTURE
CREATING
THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the _____ day of _____, 201_, by Cindy Rosenthal, hereinafter referred to as the Trustor, and Cindy Rosenthal, Roger Gallagher, Tom Kovach, Hal Ezzell, Carol Dillingham, David Spaulding, Linda Lockett, Jim Griffith, and Dan Quinn and their respective successors as provided herein, to be known as the Trustees of the Norman Economic Development Authority, who shall be and are hereinafter referred to as Trustees of said Authority, hereinafter referred to as "Authority" or "Trust", hereby creates and establishes a public trust for the use and benefits of The City of Norman, Oklahoma (referred to herein as the "City" and the "Beneficiary") pursuant to the terms of Title 60, Okla. Stats. 2001, Sections 176 *et seq.* and prescribes the terms thereof as follows:

NOW THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others may heretofore or from time to time hereafter assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits, and increases thereon unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Norman, State of Oklahoma, such City being hereby designated and hereinafter referred to as "Beneficiary" and upon the trusts, terms and conditions hereinafter stated.

ARTICLE I
Creation of Trust

The undersigned Trustor recreates, creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

The undersigned Trustor hereby forever irrevocably conveys, relinquishes and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Trust Indenture and the trust created hereunder, including, without limitation, the right to consent to and approve any further changes, amendments or supplements to this Trust Indenture.

ARTICLE II
Name and Effective Date of Trust

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be the "Norman Economic Development Authority" and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of execution by the Trustees of the Trust and acceptance of the beneficial interest herein by the Beneficiary.

ARTICLE III
Definitions

"Act" shall mean the Oklahoma Public Trust, being Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended and supplemented.

"Authority" shall mean the Economic Development Trust Authority created pursuant to this Trust Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

"Beneficiary" shall mean The City of Norman, State of Oklahoma, acting by and through its City Council.

"Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority to be issued under this Indenture.

"By-Laws" shall mean the By-Laws, if any, duly adopted by the Authority as the same may be amended from time to time.

"Governmental Agency" shall mean the United States of America and the State or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.

"Lending Institution" shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association and any other financial institution or Governmental Agency or person.

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust, security agreement or other instrument creating a lien on a fee interest in real and/or personal property or a leasehold on such fee interest.

"Mortgage Loan" means an interest bearing obligation secured by a Mortgage.

"State" shall mean the State of Oklahoma.

"Trust Indenture" shall mean this Trust Indenture dated as of _____ ___, 201_.

"Trustees" shall mean the Trustees of the Authority.

ARTICLE IV
Purposes of Trust

The purposes of this Trust are:

(1) To assist the Beneficiary, the State of Oklahoma, its Governmental Agencies, and private entities, agencies, and citizens in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the State of Oklahoma and the Beneficiary in order to lesson the burdens on government and to stimulate economic growth and development, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to the future economic growth and development of the Beneficiary; to inventory the services, facilities and resources of the Beneficiary; to promote, stimulate, encourage, and finance the growth and development of the utility, agricultural, and industrial resources of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources and tourist attractions; to foster and promote an improved industrial climate within the Beneficiary and to otherwise promote its general economic welfare and prosperity and to finance any and all programs, utilities, facilities or resources promoting or intending to promote any of the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:

a. To promote and develop any and all utility and public works projects or facilities of any type or description including, but not limited to, those for water, sewer, electric, solid waste, natural gas or other public utilities of any type or description.

b. To promote, develop and finance projects or facilities relating to agriculture, farming, ranching and agri-business of any sort or description including, but not limited to, any land or personal property related thereto, or projects relating to cattle, poultry, irrigation equipment and systems, or other agri-projects of any other sort of description.

c. To promote, finance, and develop commercial and industrial projects or facilities and to exercise all of the powers, privileges, and prerogatives of industrial trusts within this State.

d. To promote, finance and develop projects or facilities relating to the development of energy of any sort or description including, but not limited to those relating to the development of oil, gas, coal, gravel, lead, zinc or other minerals or hydro-carbons, the financing of oil and gas equipment refineries, drilling and pumping rigs and equipment, or other energy development of any sort or description and synthetic fuel facilities.

e. To promote, finance and develop projects, facilities, services and industries pertaining to the development or improvement of: individual, commuting, airport and mass transportation; transportation generally; trucking; handling and shipping of goods; railroads, railroad rights-of-way; railroad equipment or rolling stock construction, repair or maintenance facilities; air transportation, public or mass transportation systems, facilities and equipment, and the financing of automobiles, trucks and vehicles of every sort and description; and other methods and modes of transporting people, goods and equipment of whatsoever kind or character, within the boundaries of the Beneficiary and to provide additional employment or increase transportation efficiency which will benefit and strengthen the economy of the Beneficiary.

f. To promote, finance and develop recreational, sports, cultural, tourism, entertainment and communication media projects or facilities including, but not limited to mass-media broadcasting facilities such as radio, television and cable television equipment and facilities.

g. To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish and regulate any facilities related to any of the foregoing and, if desired, to lease such facilities and to operate the same in connection therewith and to do, perform, own, acquire, construct or engage in or finance any other enterprise or activity, project or facility to such extent and in such manner as now is or may be considered a proper and lawful function of public trust entities within the State of Oklahoma.

(2) To promote the development of adequate housing within the territorial limits of the Beneficiary whether single family dwellings or multi-family dwellings:

a. By making or committing to make or participating in the making of loans to non-profit sponsors of housing;

b. By making or committing to make or participating in the making of loans to persons upon terms and conditions requiring such owners to use the proceeds of such loans to construct, acquire, rehabilitate or improve housing and such additional terns and conditions as may be set by the Authority;

c. By participating in all Government Agency programs relating to housing and housing projects;

d. By participating in housing programs of all kinds to assist in providing safe and sanitary housing to the residents of the Beneficiary and surrounding community.

(3) To provide funds and assistance for the purposes set out in this Indenture which include, among others:

a. The expansion of the supply of funds in the Beneficiary available for new Mortgage Loans for housing; and

b. The provision of the additional housing needed to remedy the shortage of such housing within the boundaries of the Beneficiary and to upgrade substandard housing within the boundaries of the Beneficiary so as to eliminate the existence of substandard dwellings.

(4) To hold, maintain, and administer any leasehold rights in and to physical properties heretofore or hereafter demised to the Beneficiary or the Authority and to comply with the terms and conditions of any such lease.

(5) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said property, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust, but no longer needful for Trust purposes.

(6) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the State of Oklahoma, the United States of America, or the Beneficiary, or for use by authorities or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop construct and enlarge railroad and railway facilities, trucking, air transportation, public or mass transportation, and all phases of transportation relating to commerce; improve, extend, replace, reconstruct, repair, operate and maintain railroad rights-of-way, trucking, air transportation, public or mass transportation projects, and related facilities; maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, within the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining such facilities, functions or activities.

(7) To perform, on behalf of the Beneficiary, all functions, activities, and powers authorized by industrial and economic development statutes as they from time to time exist.

(8) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, personal or mixed) necessary or desirable for executing and fulfilling the Trust purposes, as set forth in this instrument,

and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(9) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE V
Duration of the Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated as hereinafter provided.

ARTICLE VI
The Trust Estate

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.

(2) Any and all leasehold rights heretofore or hereafter remised to the Trustees by the Beneficiary, and others as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, mortgages, collateral and all other things of value heretofore or hereafter coming into the hands of the Trustees under this Trust Indenture.

(4) Cash in the sum of $10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.

ARTICLE VII
The Trustees

(1) The Trustees of this Trust shall be the duly elected/appointed Residents/Councilmembers of Norman, Oklahoma and their successors. Each successor in office shall without any further act, deed or conveyance, automatically becomes a Trustee of this Trust and becomes fully vested with all the estate,

properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.

(2) The Trustees shall elect the person who shall serve as Chair of the Authority. The person who shall be the Chair of the Authority shall preside at all meetings and perform other duties designated by the Trustees and shall serve until a successor be duly elected and qualified. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Indenture; provided, if a greater affirmative percentage vote is required by law, such legally required greater affirmative percentage vote shall be required for vote on that particular matter in order that the laws of the State of Oklahoma may be fully complied with in all respects. The Trustees shall elect one of their members who shall serve as the Vice Chair, and who shall act in the place of the Chair during the latter's absence or incapacity to act and such person shall serve until the Chair's successor be duly elected and qualified.

(3) The duly acting City Clerk shall serve as Secretary of the Authority, and the Trustees may select one or more Assistant Secretaries of the Authority. The Secretary (and in his/her absence, an Assistant Secretary) shall keep minutes of all meetings of the Authority and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Authority. All meetings of the Authority shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the Authority shall be considered as public records and available for inspection at all times by any interested party in conformity with applicable provisions of the Oklahoma Open Records Act.

(4) The City Finance Director shall serve as Treasurer of the Authority and the Trustees may select one or more Assistant Treasurers of the Authority.

(5) The Trustees may appoint a General Manager and/or Executive Director for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust Estate is appointed by the Trustees, the said General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees. The General Manager and/or Executive Director may not be a Trustee.

(6) The Authority is authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of

either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidence of indebtedness to be issued by the Authority shall not constitute an indebtedness of the State or the Beneficiary or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Authority payable solely from the Trust Estate.

(8) The Trustees, the State, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operations of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(10) The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust, an audit of the funds, financial affairs and transactions of the Trust, including but not limited to all fees, salaries and expenditures in exact amounts and listing to whom paid. Such audit is to be certified with an unqualified opinion of an independent, certified public accountant. A copy of such annual audit shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by resolution of the Trustees, the fiscal year of the Trust shall be identical with the fiscal year of the Beneficiary. The cost of the foregoing audits shall be paid from the Trust Estate.

(11) Every person becoming a Trustee first shall take the oath of office required of an elected public officer. The oath of office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the proper authorities and in the manner prescribed by the Act (and/or as otherwise prescribed by the laws of the State of Oklahoma). Every non-Trustee officer and/or employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified by law and as specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to

the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State of Oklahoma and the cost thereof shall be paid from funds of the Trust.

ARTICLE VIII
Powers and Duties of the Trustees

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of and in the name of the Authority:

(1) To sue and be sued.

(2) To have a seal and alter same at pleasure.

(3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder.

(4) To make and alter by-laws for its obligations and internal management as provided herein.

(5) To make and alter rules and regulations pertaining to any loan or other program developed by the Authority.

(6) To acquire, lease, convey, or otherwise hold and dispose of real and personal property for its Trust purposes; provided that, no purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see or be liable for the application of the purchase or rental monies arising therefrom.

(7) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust and to issue the same for any of the purposes of the Trust authorized hereby including, but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing facilities discussed in Article IV hereof or for any other lawfully permitted facilities which may be secured with Mortgages, security interests or other collateral satisfactory to the Trustees; making Mortgage loans or purchasing Mortgage notes secured by Mortgages on dwellings; acquiring real or personal property or facilities at foreclosure of any loan or obligation or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument securing any indebtedness of the Trust; refunding or advance refunding any outstanding indebtedness of the Trust; creating any reserves or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the furtherance of the Trust purposes or in connection with the securing of any of the Trust's debts or in the administration of Trust programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:

a. Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Trust at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and

b. Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such Bonds, Notes, evidences of indebtedness or other obligations of the Trust; and

c. Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and

d. Create any reserve fund and any and all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidences of indebtedness.

Any such indebtedness shall be deemed to be incurred or issued on behalf of the Beneficiary and may be general or special obligations of the Trust as the Trustees may from time to time determine.

(8) To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.

(9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.

(10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.

(11) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue the furnishing of services and facilities to, and foreclose on any collateral of, any person, firm, or corporation, or public instrumentality delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(13) To make and perform contracts of every kind including, management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of

exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, collateral, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(14) To exercise or to request of, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of the power of eminent domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs.

(15) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon termination of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.

(16) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.

(17) To receive funds, money, property, collateral, services, rights and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities, grants or loans for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source.

(18) To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.

(19) To make, or commit to make, or participate in the making of Mortgage Loans whether for construction, for acquisition, financing or purchasing of housing.

(20) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in accordance with the laws of the State.

(21) To sell any mortgages or other personal property acquired by the Authority at public or private sale and at such price or prices as it shall determine.

(22) To renegotiate, refinance or foreclose, or contract for the foreclosure of any Mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any Mortgage; to commence any action to protect or enforce any right conferred upon it by any law, Mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Trust and the holders of its Bonds, Notes or other obligations.

(23) To renegotiate or refinance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to protect or enforce any right conferred upon it by law, loan agreement, contract or other agreement.

(24) To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Trust and pay the reasonable value of services rendered to the Trust pursuant to such contracts.

(25) To sell any loans made or acquired by the Trust at public or private sale and at such price or prices and on such terms as the Trust shall determine.

(26) To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase and servicing its Mortgage Loans, Notes, Bonds, commitments and other evidences of indebtedness.

(27) To procure insurance against any type loss in such amounts, and from such insurers, as it may deem necessary or desirable.

(28) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its Trust purposes, to the modification of the rate of interest, time of payment of any installment of principal or interest, or any other terms of any Mortgage Loan, Mortgage Loan commitment, construction loan, temporary loan, contract or agreement of any kind to which the Trust is a party.

(29) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and to do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

(30) To exercise exclusive management and control of the properties of the Trust Estate.

(31) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit.

(32) To select depositories for the funds and securities of this Trust.

(33) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims against the Trust Estate upon any evidence deemed by the

Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

(34) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purposes of Trust" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.

ARTICLE IX
Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X
Beneficiary of Trust

(1) The Beneficiary of this Trust shall be the City of Norman, Oklahoma, under and pursuant to Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof, except as herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and only then, the Beneficiary shall receive the residue of the Trust Estate.

(3) The Trust is solely and exclusively for public purposes; and it is solely for the benefit, betterment and the furtherance of the public purposes of the City of Norman, Oklahoma, and its inhabitants and citizens; and all assets, property, moneys, income, gain or other things of value now owned by the Trust, or that may at any time come into control or direction of the Trust or its Trustees, or any interest the Trust may have or hereinafter

acquire therein, be and the same are hereby exclusively and perpetually dedicated solely to the public interests of the City of Norman, and to the public purposes for which the Trust was created and all pursuant to the public purposes and functions of the Beneficiary of the Trust, the City of Norman, Oklahoma.

(4) The Beneficiary will have access at all times to the books and records of the Trust.

ARTICLE XI
Adoption and Amendment of By-Laws; Amendment and Termination of Trust

This Trust Indenture may be amended by an affirmative vote of at least two-thirds (2/3) of all Trustees and any such proposed amendment shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend By-Laws of the Trust.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust without the consent of holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any resolution, indenture or agreement relating to such indebtedness.

This Trust shall terminate -

(1) When the purposes set out in Article IV of this instrument shall have been fully executed; or

(2) In the manner provided by Oklahoma law. Provided, however, that this Trust shall not be terminated by voluntary action while there be outstanding indebtedness or fixed obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall terminate.

ARTICLE XII

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

Cindy Rosenthal, Trustor	Cindy Rosenthal, Trustee
Roger Gallagher, Trustee	Tom Kovach, Trustee
Hal Ezzell, Trustee	Carol Dillingham, Trustee
David Spaulding, Trustee	Jim Griffith, Trustee
Linda Lockett, Trustee	Dan Quinn, Trustee

[Remainder of Page Intentionally Left Blank]

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the ____ day of _____, 201_, appeared _____, and further known to me to be the identical person who subscribed said person's name to the foregoing instrument, as Trustor, and acknowledged to me that said person executed the same as said person's free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the ____ day of _____, 201_, personally appeared _____, _____, _____, _____, and _____, and further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the City Council of the City of Norman, State of Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said City in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of said City, attested by the City Clerk of said City, pursuant to direction of the City Council of said City, this ____ day of _____, 201_.

CITY OF NORMAN, OKLAHOMA

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

6-07-2012 Version

TRUST INDENTURE
CREATING ~~THE~~
THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the _____ day of _____, 201_, by ~~_____~~, Cindy Rosenthal, hereinafter referred to as the Trustor, and ~~_____, _____, _____, _____, and _____~~, Cindy Rosenthal, Roger Gallagher, Tom Kovach, Hal Ezzell, Carol Dillingham, David Spaulding, Linda Lockett, Jim Griffith, and Dan Quinn and their respective successors as provided herein, to be known as the Trustees of the Norman Economic Development Authority, who shall be and are hereinafter referred to as Trustees of said Authority, hereinafter referred to as "Authority" or "Trust", hereby creates and establishes a public trust for the use and benefits of The City of Norman, Oklahoma (referred to herein as the "City" and the "Beneficiary") pursuant to the terms of Title 60, Okla. Stats. 2001, Sections 176 *et seq.* and prescribes the terms thereof as follows:

NOW THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others may heretofore or from time to time hereafter assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits, and increases thereon unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Norman, State of Oklahoma, such City being hereby designated and hereinafter referred to as "Beneficiary" and upon the trusts, terms and conditions hereinafter stated.

ARTICLE I
Creation of Trust

The undersigned Trustor recreates, creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

The undersigned Trustor hereby forever irrevocably conveys, relinquishes and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Trust Indenture and the trust created hereunder, including, without limitation, the right to consent to and approve any further changes, amendments or supplements to this Trust Indenture.

ARTICLE II
Name and Effective Date of Trust

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be the "Norman Economic Development Authority" and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of execution by the Trustees of the Trust and acceptance of the beneficial interest herein by the Beneficiary.

ARTICLE III
Definitions

"Act" shall mean the Oklahoma Public Trust, being Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended and supplemented.

"Authority" shall mean the Economic Development Trust Authority created pursuant to this Trust Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

"Beneficiary" shall mean The City of Norman, State of Oklahoma, acting by and through its City Council.

"Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority to be issued under this Indenture.

"By-Laws" shall mean the By-Laws, if any, duly adopted by the Authority as the same may be amended from time to time.

"Governmental Agency" shall mean the United States of America and the State or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.

"Lending Institution" shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association and any other financial institution or Governmental Agency or person.

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust, security agreement or other instrument creating a lien on a fee interest in real and/or personal property or a leasehold on such fee interest.

"Mortgage Loan" means an interest bearing obligation secured by a Mortgage.

"State" shall mean the State of Oklahoma.

"Trust Indenture" shall mean this Trust Indenture dated as of _____ ___, 201_.

"Trustees" shall mean the Trustees of the Authority.

ARTICLE IV
Purposes of Trust

The purposes of this Trust are:

(1) To assist the Beneficiary, the State of Oklahoma, its Governmental Agencies, and private entities, agencies, and citizens in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the State of Oklahoma and the Beneficiary in order to lesson the burdens on government and to stimulate economic growth and development, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to the future economic growth and development of the Beneficiary; to inventory the services, facilities and resources of the Beneficiary; to promote, stimulate, encourage, and finance the growth and development of the utility, agricultural, ~~commercial health care~~ and industrial resources of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources and tourist attractions; to foster and promote an improved industrial climate within the Beneficiary and to otherwise promote its general economic welfare and prosperity and to finance any and all programs, utilities, facilities or resources promoting or intending to promote any of the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:

a. To promote and develop any and all utility and public works projects or facilities of any type or description including, but not limited to, those for water, sewer, electric, solid waste, natural gas or other public utilities of any type or description.

b. To promote, develop and finance projects or facilities relating to agriculture, farming, ranching and agri-business of any sort or description including, but not limited to, any land or personal property related thereto, or projects relating to cattle, poultry, irrigation equipment and systems, or other agri-projects of any other sort of description.

c. To promote, finance, and develop commercial and industrial projects or facilities and to exercise all of the powers, privileges, and prerogatives of industrial trusts within this State.

~~d. To promote, finance and develop hospitals, ambulance services and other health care facilities and any other medically related facilities including, but not limited to, medical and/or dental, optometric, osteopathic or chiropractic clinics, offices, laboratories, nursing homes, research facilities, geriatric facilities, retirement facilities, central service facilities and training facilities, extended care facilities,~~

~~facilities for aged and/or disabled persons, day care facilities for children and all other types of facilities for serving the medical and physical needs of people.~~

~~c.~~d. To promote, finance and develop projects or facilities relating to the development of energy of any sort or description including, but not limited to those relating to the development of oil, gas, coal, gravel, lead, zinc or other minerals or hydro-carbons, the financing of oil and gas equipment refineries, drilling and pumping rigs and equipment, or other energy development of any sort or description and synthetic fuel facilities.

~~f.~~e. To promote, finance and develop projects, facilities, services and industries pertaining to the development or improvement of: individual, commuting, airport and mass transportation; transportation generally; trucking; handling and shipping of goods; railroads, railroad rights-of-way; railroad equipment or rolling stock construction, repair or maintenance facilities; air transportation, public or mass transportation systems, facilities and equipment, and the financing of automobiles, trucks and vehicles of every sort and description; and other methods and modes of transporting people, goods and equipment of whatsoever kind or character, within the boundaries of the Beneficiary and to provide additional employment or increase transportation efficiency which will benefit and strengthen the economy of the Beneficiary.

~~g.~~f. To promote, finance and develop recreational, sports, cultural, tourism, entertainment and communication media projects or facilities including, but not limited to mass-media broadcasting facilities such as radio, television and cable television equipment and facilities.

~~h.~~g. To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish and regulate any facilities related to any of the foregoing and, if desired, to lease such facilities and to operate the same in connection therewith and to do, perform, own, acquire, construct or engage in or finance any other enterprise or activity, project or facility to such extent and in such manner as now is or may be considered a proper and lawful function of public trust entities within the State of Oklahoma.

(2) To promote the development of adequate housing within the territorial limits of the Beneficiary whether single family dwellings or multi-family dwellings:

a. By making or committing to make or participating in the making of loans to non-profit sponsors of housing;

b. By making or committing to make or participating in the making of loans to persons upon terms and conditions requiring such owners to use the proceeds of such loans to construct, acquire, rehabilitate or improve housing and such additional terns and conditions as may be set by the Authority;

c. By participating in all Government Agency programs relating to housing and housing projects;

d. By participating in housing programs of all kinds to assist in providing safe and sanitary housing to the residents of the Beneficiary and surrounding community.

(3) To provide funds and assistance for the purposes set out in this Indenture which include, among others:

a. The expansion of the supply of funds in the Beneficiary available for new Mortgage Loans for housing; and

b. The provision of the additional housing needed to remedy the shortage of such housing within the boundaries of the Beneficiary and to upgrade substandard housing within the boundaries of the Beneficiary so as to eliminate the existence of substandard dwellings.

(4) To hold, maintain, and administer any leasehold rights in and to physical properties heretofore or hereafter demised to the Beneficiary or the Authority and to comply with the terms and conditions of any such lease.

(5) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said property, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust, but no longer needful for Trust purposes.

(6) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the State of Oklahoma, the United States of America, or the Beneficiary, or for use by authorities or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop construct and enlarge railroad and railway facilities, trucking, air transportation, public or mass transportation, and all phases of transportation relating to commerce; improve, extend, replace, reconstruct, repair, operate and maintain railroad rights-of-way, trucking, air transportation, public or mass transportation projects, and related facilities; maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature,

within the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining such facilities, functions or activities.

(7) To perform, on behalf of the Beneficiary, all functions, activities, and powers authorized by industrial and economic development statutes as they from time to time exist.

(8) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, personal or mixed) necessary or desirable for executing and fulfilling the Trust purposes, as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(9) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE V
Duration of the Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated as hereinafter provided.

ARTICLE VI
The Trust Estate

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.

(2) Any and all leasehold rights heretofore or hereafter remised to the Trustees by the Beneficiary, and others as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, mortgages, collateral and all

other things of value heretofore or hereafter coming into the hands of the Trustees under this Trust Indenture.

(4) Cash in the sum of $10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.

ARTICLE VII
The Trustees

(1) The Trustees of this Trust shall be the duly elected/appointed Residents/Councilmembers of Norman, Oklahoma and their successors. Each successor in office shall without any further act, deed or conveyance, automatically becomes a Trustee of this Trust and becomes fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.

(2) The Trustees shall elect the person who shall serve as Chair of the Authority. The person who shall be the Chair of the Authority shall preside at all meetings and perform other duties designated by the Trustees and shall serve until a successor be duly elected and qualified. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Indenture; provided, if a greater affirmative percentage vote is required by law, such legally required greater affirmative percentage vote shall be required for vote on that particular matter in order that the laws of the State of Oklahoma may be fully complied with in all respects. The Trustees shall elect one of their members who shall serve as the Vice Chair, and who shall act in the place of the Chair during the latter's absence or incapacity to act and such person shall serve until the Chair's successor be duly elected and qualified.

(3) The duly acting City Clerk shall serve as Secretary of the Authority, and the Trustees may select one or more Assistant Secretaries of the Authority. The Secretary (and in his/her absence, an Assistant Secretary) shall keep minutes of all meetings of the Authority and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Authority. All meetings of the Authority shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the Authority shall be considered as public records and available for inspection at all times by any interested party in conformity with applicable provisions of the Oklahoma Open Records Act.

(4) The City Finance Director shall serve as Treasurer of the Authority and the Trustees may select one or more Assistant Treasurers of the Authority.

(5) The Trustees may appoint a General Manager and/or Executive Director for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust Estate is appointed by the Trustees, the said General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees. The General Manager and/or Executive Director may not be a Trustee.

(6) The Authority is authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidence of indebtedness to be issued by the Authority shall not constitute an indebtedness of the State or the Beneficiary or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Authority payable solely from the Trust Estate.

(8) The Trustees, the State, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operations of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(10) The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust, an audit of the funds, financial affairs and transactions of the Trust, including but not limited to all fees, salaries and expenditures in exact amounts and listing to

whom paid. Such audit is to be certified with an unqualified opinion of an independent, certified public accountant. A copy of such annual audit shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by resolution of the Trustees, the fiscal year of the Trust shall be identical with the fiscal year of the Beneficiary. The cost of the foregoing audits shall be paid from the Trust Estate.

(11) Every person becoming a Trustee first shall take the oath of office required of an elected public officer. The oath of office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the proper authorities and in the manner prescribed by the Act (and/or as otherwise prescribed by the laws of the State of Oklahoma). Every non-Trustee officer and/or employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified by law and as specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State of Oklahoma and the cost thereof shall be paid from funds of the Trust.

~~ARTICLE VII~~
~~The Trustees~~

~~The Trustees of this Trust shall be citizens and residents of the Beneficiary, who are the persons presently constituting the Mayor and members of the City Council of the Beneficiary, and the persons who shall be their successors as Mayor, and members of said City Council of said Beneficiary, and each such successor in office shall, upon taking the Oath of Office, but without any further act, deed or conveyance, automatically become Trustees of this Trust and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.~~

~~(1)There shall be five (5) Trustees of this Trust who shall be citizens and residents of the Beneficiary. The Trustees shall be advised in their decisions by the Economic Development Advisory Board, a seven-member board comprised of citizens of Norman with suitable and appropriate economic, business, financial, legal, and community development expertise. The Trustees Advisory Board members shall be appointed by majority vote of the City Council to serve three year terms, with initial staggered terms of one year (Positions 1 and 3), two years (Position 2 and 4), and three years (Position 5, 6 and 7): Position 1 shall be a representative nominated by the Board of Directors of the Norman Economic Development Coalition, Position 2 shall be a representative nominated by the Executive Committee of the Norman Chamber of Commerce, and Positions 3, 4, and 5, 6 and 7 shall be nominated by the Mayor of the City of Norman. All appointments shall be approved by majority vote of the City Council. Positions 3, 4, and 5, 6 and 7 shall have an educational and/or employment background in banking, commercial finance, law, or accounting. Terms shall expire on June 30. Advisory Board~~

members shall continue in office during their term until such time that their term expires and their successor has been appointed and qualifies, they die, they resign, they are removed from office by majority action of Council, they attain status as a nonresident of the City, they are hired as a full-time employee of the City, or they absent themselves from three (3) consecutive regular meetings, and such absences are shown by the official minutes of the Authority. Upon occurrence of a vacancy in the office of a Trustee on the Advisory Board, a successor Appointed Trusteemember to serve the remainder of the unexpired term of office shall be appointed in the same manner set forth above for selecting and appointing Trustees. Notwithstanding the expiration of any stated term of office, an Appointed Trustee shall continue to serve until a successor Appointed Trustee has been appointed and qualified. Each successor Trustee in office shall, upon taking the Oath of Office, but without any further act, deed or conveyance, automatically become Trustees of this Authority and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. In addition to the trustees, two (2) elected officials from Norman City Council shall serve as ex-officio trustees. Ex-officio trustees shall be appointed at the beginning of each fiscal year (July 1) upon majority vote by City Council. Every Advisory Board Member shall at all times be bound by City of Norman Ethics Policy for City Council, Boards, Commissions, and Committees of the City of Norman, as adopted by Resolution No. R-0809-123 of the Norman City Council, and as may be amended from time to time.

(2)The Trustees shall select one of their members to bepersen who shall be the Mayor of the Beneficiary shall become automatically the Chairman of the Trustees at its first meeting of each fiscal year and said Chairman shall preside at all meetings and perform other duties designated by the Trustees. The person who shall be the Mayor Pro Tem of the Beneficiary shall become automatically Tthe Trustees may select one of their members to be Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act. In case of the absence of both the Chairman and the Vice-Chairman, the remaining Trustees shall elect one of their number to act as Chairman until the return of the Chairman or Vice-Chairman. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture.

(3)The person who shall be the City Clerk of the Beneficiary shall be the Secretary of the Trustees. The Trustees shall designate such Assistant Secretaries of Trustees as may be necessary or required, any of whom may or may not be a Trustee. The Secretary (and in that person's absence an Assistant Secretary) shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

(4)The person who shall be the City Treasurer of the Beneficiary shall be the Treasurer of the Trustees. The duties of the Treasurer shall be prescribed by the Trustees.

(5)The Trustees may, but shall not be required to, appoint a person who shall be the City Manager of the Beneficiary shall act as General Manager and/or Executive Director for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation, but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust is appointed by the Trustees, the sSaid General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(6)The Trustees are authorized to contract, in connection with the incurrence of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, may set forth the terms and conditions under which such Temporary Trustee or Trustees or Receiver may be appointed to operate the Trust Estate and may provide for compensation to be paid, and may provide for such appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7)Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness or obligation of the State or the Beneficiary nor personal obligations of the Trustees, but shall constitute obligations of the Trust only, payable solely from the Trust Estate.

(8)The Trustees, the State, and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9)Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his, her, or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(10)The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust an audit of the funds, financial affairs and transactions of the Trust including, but not limited to, all fees, salaries and expenditures in exact amounts and specifying to whom such

~~expenditures were paid. Such audit is to be certified with an unqualified opinion of an independent, certified public account. A copy of the annual audit of the Trust shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by specific resolution of the Trustees, the fiscal year of the Trust shall be July 1 to June 30 of the following year. All expense incurred in connection with the annual audits shall be paid from the Trust Estate.~~

~~(11)Every person becoming a Trustee shall first take the Oath of Office required of an elected public officer. The Oath of Office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the Clerk or Deputy Clerk of the Beneficiary. Every officer and employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State and the cost thereof shall be paid from the Trust Estate.~~

~~(12)Every trustee shall at all times be bound by City of Norman Ethics Policy for City Council, Boards, Commissions, and Committees of the City of Norman, as adopted by Resolution No. R-0809-123 of the Norman City Council, and as may be amended from time to time.~~

ARTICLE VIII
Powers and Duties of the Trustees

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of and in the name of the Authority:

(1) To sue and be sued.

(2) To have a seal and alter same at pleasure.

(3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder.

(4) To make and alter by-laws for its obligations and internal management as provided herein.

(5) To make and alter rules and regulations pertaining to any loan or other program developed by the Authority.

(6) To acquire, lease, convey, or otherwise hold and dispose of real and personal property for its Trust purposes; provided that, no purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see or be liable for the application of the purchase or rental monies arising therefrom.

(7) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust and to issue the same for any of the purposes of the Trust authorized hereby including, but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing facilities discussed in Article IV hereof or for any other lawfully permitted facilities which may be secured with Mortgages, security interests or other collateral satisfactory to the Trustees; making Mortgage loans or purchasing Mortgage notes secured by Mortgages on dwellings; acquiring real or personal property or facilities at foreclosure of any loan or obligation or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument securing any indebtedness of the Trust; refunding or advance refunding any outstanding indebtedness of the Trust; creating any reserves or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the furtherance of the Trust purposes or in connection with the securing of any of the Trust's debts or in the administration of Trust programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:

a. Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Trust at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and

b. Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such Bonds, Notes, evidences of indebtedness or other obligations of the Trust; and

c. Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and

d. Create any reserve fund and any and all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidences of indebtedness.

Any such indebtedness shall be deemed to be incurred or issued on behalf of the Beneficiary and may be general or special obligations of the Trust as the Trustees may from time to time determine.

(8) To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.

(9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.

(10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.

(11) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue the furnishing of services and facilities to, and foreclose on any collateral of, any person, firm, or corporation, or public instrumentality delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(13) To make and perform contracts of every kind including, management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, collateral, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(14) To exercise or to request of, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of the power of eminent domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs~~, provided that any such action for eminent domain shall first be approved by vote of the Norman City Council~~.

(15) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon termination of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.

(16) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.

(17) To receive funds, money, property, collateral, services, rights and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities, grants or loans for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source.

(18) To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.

(19) To make, or commit to make, or participate in the making of Mortgage Loans whether for construction, for acquisition, financing or purchasing of housing.

(20) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in accordance with the laws of the State.

(21) To sell any mortgages or other personal property acquired by the Authority at public or private sale and at such price or prices as it shall determine.

(22) To renegotiate, refinance or foreclose, or contract for the foreclosure of any Mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any Mortgage; to commence any action to protect or enforce any right conferred upon it by any law, Mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Trust and the holders of its Bonds, Notes or other obligations.

(23) To renegotiate or refinance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to protect or enforce any right conferred upon it by law, loan agreement, contract or other agreement.

(24) To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Trust and pay the reasonable value of services rendered to the Trust pursuant to such contracts.

(25) To sell any loans made or acquired by the Trust at public or private sale and at such price or prices and on such terms as the Trust shall determine.

(26) To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase and servicing its Mortgage Loans, Notes, Bonds, commitments and other evidences of indebtedness.

(27) To procure insurance against any type loss in such amounts, and from such insurers, as it may deem necessary or desirable.

(28) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its Trust purposes, to the modification of the rate of interest, time of payment of any installment of principal or interest, or any other terms of any Mortgage Loan, Mortgage Loan commitment, construction loan, temporary loan, contract or agreement of any kind to which the Trust is a party.

(29) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and to do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

(30) To exercise exclusive management and control of the properties of the Trust Estate.

(31) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit.

(32) To select depositories for the funds and securities of this Trust.

(33) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

(34) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purposes of Trust" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.

ARTICLE IX
Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X
Beneficiary of Trust

(1) The Beneficiary of this Trust shall be the City of Norman, Oklahoma, under and pursuant to Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof, except as herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and only then, the Beneficiary shall receive the residue of the Trust Estate.

(3) The Trust is solely and exclusively for public purposes; and it is solely for the benefit, betterment and the furtherance of the public purposes of the City of Norman, Oklahoma, and its inhabitants and citizens; and all assets, property, moneys, income, gain or other things of value now owned by the Trust, or that may at any time come into control or direction of the Trust or its Trustees, or any interest the Trust may have or hereinafter acquire therein, be and the same are hereby exclusively and perpetually dedicated solely to the public interests of the City of Norman, and to the public purposes for which the Trust was created and all pursuant to the public purposes and functions of the Beneficiary of the Trust, the City of Norman, Oklahoma.

(4) The Beneficiary will have access at all times to the books and records of the Trust.

ARTICLE XI
Adoption and Amendment of By-Laws; Amendment and Termination of Trust

This Trust Indenture may be amended by an affirmative vote of at least two-thirds (2/3) of all Trustees and any such proposed amendment shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend By-Laws of the Trust.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust without the consent of holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any resolution, indenture or agreement relating to such indebtedness.

This Trust shall terminate -

(1) When the purposes set out in Article IV of this instrument shall have been fully executed; or

(2) In the manner provided by Oklahoma law. Provided, however, that this Trust shall not be terminated by voluntary action while there be outstanding indebtedness or fixed obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall terminate.

ARTICLE XII

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

Cindy Rosenthal, Trustor	Cindy Rosenthal, Trustee
Roger Gallagher, Trustee	Tom Kovach, Trustee
Hal Ezzell, Trustee	Carol Dillingham, Trustee
David Spaulding, Trustee	Jim Griffith, Trustee
Linda Lockett, Trustee	Dan Quinn, Trustee

[Remainder of Page Intentionally Left Blank]

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the ____ day of _____, 201_, appeared _____, and further known to me to be the identical person who subscribed said person's name to the foregoing instrument, as Trustor, and acknowledged to me that said person executed the same as said person's free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the ____ day of _____, 201_, personally appeared _____, _____, _____, _____, and _____, and further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the City Council of the City of Norman, State of Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said City in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of said City, attested by the City Clerk of said City, pursuant to direction of the City Council of said City, this ____ day of _____, 201_.

CITY OF NORMAN, OKLAHOMA

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

City of Norman, OK

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

Text File

File Number: R-1112-139

Staff Report submitted on May 8th City Council agenda

Introduced: 5/8/2012

Version: 1

Current Status: Non-Consent Items

Matter Type: Resolution

Title

RESOLUTION NO. R-1112-139: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AFFIRMING THE INTENT OF THE COUNCIL TO APPROVE AND ACCEPT A BENEFICIAL INTEREST IN THE TRUST INDENTURE CREATING THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY ("NEDA"), AND REQUESTING THE MAYOR OF THE CITY OF NORMAN, THE BOARD OF DIRECTORS OF THE NORMAN ECONOMIC DEVELOPMENT COALITION AND THE EXECUTIVE COMMITTEE OF THE NORMAN CHAMBER OF COMMERCE TO SUBMIT THEIR NOMINATIONS FOR TRUSTEES IN ACCORDANCE WITH SAID PROPOSED TRUST INDENTURE.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-139.

ACTION TAKEN: _____

Body

On May 1, 2012, the City Manager received a request from Council member Ezzell, that was joined by Council members Spaulding and Kovach, that the City Manager place on the Agenda a Resolution creating the Norman Economic Development Authority and adopting the Trust Indenture that came out of the Business and Community Affairs Committee.

The creation of such a public trust economic development authority was established as a priority project of the Business and Community Affairs Committee in August 2011. The creation of the Norman Economic Development Authority ("NEDA") and the terms of the trust indenture were discussed during meetings of the Business and Community Affairs Committee on October 6, 2011, November 3, 2011, December 1, 2011, February 2, 2012, and March 1, 2012. The creation of such an economic development trust authority and the terms of the trust indenture were discussed by City Council during a Special Council meeting held on March 27, 2012. The minutes of those meetings are included in the item.

To properly establish a Public Trust, the Trustor should be identified, the Trust Estate should be identified, and the Trustees should be identified. The Trust document attached to Resolution R-1112-139 is a form public trust document that was presented to Council at its Special Session on March 27, 2012. The form document leaves a blank for the Trustor. Typically the Trustor is the Mayor or other Council representative. The Trust Estate is identified in Article VI. There are five blanks in the form document for the names of the Trustees. Qualifications of and the selection processes for the Trustees are outlined in Article VII (1).

As requested by the three Council members, Resolution R-1112-139 expresses Council's support for moving forward with the creation of the Norman Economic Development Authority through the execution of the Trust Indenture that was presented at the Council Conference on

March 27, 2012, and expresses Council's intent to accept a beneficial interest in the Trust Indenture creating the Norman Economic Development Authority.

The Resolution also requests that the Mayor, the Board of Directors of the Norman Economic Development Coalition, and the Executive Committee of the Norman Chamber of Commerce move forward with submitting their respective nominations for Trustees in accordance with Article VII, Section 1 of the Trust Indenture. Once Trustee nominations are made, the Resolution further directs the City Manager to schedule for Council consideration at the next available meeting an item confirming the nomination of Trustees, creating the Norman Economic Development Authority, a public trust, and accepting, on behalf of the City of Norman, the beneficial interest in said trust.

Staff will be available at the meeting to answer questions or provide additional information.

Resolution presented on the May 8th Council Agenda

R-1112-139

Resolution

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AFFIRMING THE INTENT OF THE COUNCIL TO APPROVE AND ACCEPT A BENEFICIAL INTEREST IN THE TRUST INDENTURE CREATING THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY ("NEDA"), AND REQUESTING THE MAYOR OF THE CITY OF NORMAN, THE BOARD OF DIRECTORS OF THE NORMAN ECONOMIC DEVELOPMENT COALITION AND THE EXECUTIVE COMMITTEE OF THE NORMAN CHAMBER OF COMMERCE TO SUBMIT THEIR NOMINATIONS FOR TRUSTEES IN ACCORDANCE WITH SAID PROPOSED TRUST INDENTURE.

§ 1. WHEREAS, the creation of a trust authority dedicated to fostering economic development in Norman was identified as a priority by the City Council Business and Community Affairs Committee during its August 4, 2011 meeting; and

§ 2. WHEREAS, the creation of such a trust authority and the terms of the trust indenture were discussed during meetings of the Business and Community Affairs Committee on October 6, 2011, November 3, 2011, December 1, 2011, February 2, 2012, and March 1, 2012; and

§ 3. WHEREAS, the creation of such an economic development trust authority and the terms of the trust indenture were discussed by City Council during a Special Session held on March 27, 2012; and

§ 4. WHEREAS, there is a desire to move forward to create a Norman Economic Development Authority that is dedicated to fostering quality jobs and quality economic development benefitting the Norman community as a whole; and

§ 5. WHEREAS, Council members Kovach, Ezzell, and Spaulding have requested that the City Manager place on the Agenda a Resolution creating the Norman Economic Development Authority and adopting the Trust Indenture that came out of the Business and Community Affairs Committee.

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

§ 6. THAT, Council supports moving forward with the creation of the Norman Economic Development Authority through the execution of the Trust Indenture that was presented at the Council Conference on March 27, 2012, attached hereto; and

§ 7. THAT, Council intends to accept a beneficial interest in the attached Trust Indenture creating the Norman Economic Development Authority; and

§ 8. THAT, Council requests that the Mayor of the City of Norman, the Board of Directors of the Norman Economic Development Coalition, and the Executive

Committee of the Norman Chamber of Commerce move forward with submitting their respective nominations for Trustees in accordance with Article VII, Section 1 of the attached Trust Indenture.

§9 THAT, once Trustee nominations are made, that the City Manager schedule for Council consideration at the next available meeting an item confirming the nomination of Trustees, creating the Norman Economic Development Authority, a public trust, and accepting, on behalf of the City of Norman, the beneficial interest in said trust.

PASSED and ADOPTED this _____ day of _____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT INDENTURE ON MAY 8, 2012 COUNCIL AGENDA

TRUST INDENTURE
CREATING THE
THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the _____ day of _____, 201_, by _____, hereinafter referred to as the Trustor, and _____, _____, _____, _____, and _____, and their respective successors as provided herein, to be known as the Trustees of the Norman Economic Development Authority, who shall be and are hereinafter referred to as Trustees of said Authority, hereinafter referred to as "Authority" or "Trust", hereby creates and establishes a public trust for the use and benefits of The City of Norman, Oklahoma (referred to herein as the "City" and the "Beneficiary") pursuant to the terms of Title 60, Okla. Stats. 2001, Sections 176 *et seq.* and prescribes the terms thereof as follows:

NOW THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others may heretofore or from time to time hereafter assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits, and increases thereon unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Norman, State of Oklahoma, such City being hereby designated and hereinafter referred to as "Beneficiary" and upon the trusts, terms and conditions hereinafter stated.

ARTICLE I
Creation of Trust

The undersigned Trustor recreates, creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

The undersigned Trustor hereby forever irrevocably conveys, relinquishes and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Trust Indenture and the trust created hereunder, including, without limitation, the right to consent to and approve any further changes, amendments or supplements to this Trust Indenture.

ARTICLE II
Name and Effective Date of Trust

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be the "Norman Economic Development Authority" and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of execution by the Trustees of the Trust and acceptance of the beneficial interest herein by the Beneficiary.

ARTICLE III
Definitions

"Act" shall mean the Oklahoma Public Trust, being Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended and supplemented.

"Authority" shall mean the Economic Development Trust Authority created pursuant to this Trust Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

"Beneficiary" shall mean The City of Norman, State of Oklahoma, acting by and through its City Council.

"Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority to be issued under this Indenture.

"By-Laws" shall mean the By-Laws, if any, duly adopted by the Authority as the same may be amended from time to time.

"Governmental Agency" shall mean the United States of America and the State or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.

"Lending Institution" shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association and any other financial institution or Governmental Agency or person.

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust, security agreement or other instrument creating a lien on a fee interest in real and/or personal property or a leasehold on such fee interest.

"Mortgage Loan" means an interest bearing obligation secured by a Mortgage.

"State" shall mean the State of Oklahoma.

"Trust Indenture" shall mean this Trust Indenture dated as of _____ ___, 201_.

"Trustees" shall mean the Trustees of the Authority.

ARTICLE IV
Purposes of Trust

The purposes of this Trust are:

(1) To assist the Beneficiary, the State of Oklahoma, its Governmental Agencies, and private entities, agencies, and citizens in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the State of Oklahoma and the Beneficiary in order to lesson the burdens on government and to stimulate economic growth and development, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to the future economic growth and development of the Beneficiary; to inventory the services, facilities and resources of the Beneficiary; to promote, stimulate, encourage, and finance the growth and development of the utility, agricultural, commercial health care and industrial resources of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources and tourist attractions; to foster and promote an improved industrial climate within the Beneficiary and to otherwise promote its general economic welfare and prosperity and to finance any and all programs, utilities, facilities or resources promoting or intending to promote any of the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:

a. To promote and develop any and all utility and public works projects or facilities of any type or description including, but not limited to, those for water, sewer, electric, solid waste, natural gas or other public utilities of any type or description.

b. To promote, develop and finance projects or facilities relating to agriculture, farming, ranching and agri-business of any sort or description including, but not limited to, any land or personal property related thereto, or projects relating to cattle, poultry, irrigation equipment and systems, or other agri-projects of any other sort of description.

c. To promote, finance, and develop commercial and industrial projects or facilities and to exercise all of the powers, privileges, and prerogatives of industrial trusts within this State.

d. To promote, finance and develop hospitals, ambulance services and other health care facilities and any other medically related facilities including, but not limited to, medical and/or dental, optometric, osteopathic or chiropractic clinics, offices, laboratories, nursing homes, research facilities, geriatric facilities, retirement facilities, central service facilities and training facilities, extended care facilities, facilities for aged and/or disabled persons, day care facilities for children and all other types of facilities for serving the medical and physical needs of people.

e. To promote, finance and develop projects or facilities relating to the development of energy of any sort or description including, but not limited to those relating to the development of oil, gas, coal, gravel, lead, zinc or other minerals or hydro-carbons, the financing of oil and gas equipment refineries, drilling and pumping rigs and equipment, or other energy development of any sort or description and synthetic fuel facilities.

f. To promote, finance and develop projects, facilities, services and industries pertaining to the development or improvement of: individual, commuting, airport and mass transportation; transportation generally; trucking; handling and shipping of goods; railroads, railroad rights-of-way; railroad equipment or rolling stock construction, repair or maintenance facilities; air transportation, public or mass transportation systems, facilities and equipment, and the financing of automobiles, trucks and vehicles of every sort and description; and other methods and modes of transporting people, goods and equipment of whatsoever kind or character, within the boundaries of the Beneficiary and to provide additional employment or increase transportation efficiency which will benefit and strengthen the economy of the Beneficiary.

g. To promote, finance and develop recreational, sports, cultural, tourism, entertainment and communication media projects or facilities including, but not limited to mass-media broadcasting facilities such as radio, television and cable television equipment and facilities.

h. To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish and regulate any facilities related to any of the foregoing and, if desired, to lease such facilities and to operate the same in connection therewith and to do, perform, own, acquire, construct or engage in or finance any other enterprise or activity, project or facility to such extent and in such manner as now is or may be considered a proper and lawful function of public trust entities within the State of Oklahoma.

(2) To promote the development of adequate housing within the territorial limits of the Beneficiary whether single family dwellings or multi-family dwellings:

a. By making or committing to make or participating in the making of loans to non-profit sponsors of housing;

b. By making or committing to make or participating in the making of loans to persons upon terms and conditions requiring such owners to use the proceeds of such loans to construct, acquire, rehabilitate or improve housing and such additional terns and conditions as may be set by the Authority;

c. By participating in all Government Agency programs relating to housing and housing projects;

d. By participating in housing programs of all kinds to assist in providing safe and sanitary housing to the residents of the Beneficiary and surrounding community.

(3) To provide funds and assistance for the purposes set out in this Indenture which include, among others:

a. The expansion of the supply of funds in the Beneficiary available for new Mortgage Loans for housing; and

b. The provision of the additional housing needed to remedy the shortage of such housing within the boundaries of the Beneficiary and to upgrade substandard housing within the boundaries of the Beneficiary so as to eliminate the existence of substandard dwellings.

(4) To hold, maintain, and administer any leasehold rights in and to physical properties heretofore or hereafter demised to the Beneficiary or the Authority and to comply with the terms and conditions of any such lease.

(5) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said property, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust, but no longer needful for Trust purposes.

(6) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the State of Oklahoma, the United States of America, or the Beneficiary, or for use by authorities or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop construct and enlarge railroad and railway facilities, trucking, air transportation, public or mass transportation, and all phases of transportation relating to commerce; improve, extend, replace, reconstruct, repair, operate and maintain railroad rights-of-way, trucking, air transportation, public or mass transportation projects, and related facilities; maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, within the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining such facilities, functions or activities.

(7) To perform, on behalf of the Beneficiary, all functions, activities, and powers authorized by industrial and economic development statutes as they from time to time exist.

(8) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, personal or mixed) necessary or desirable for executing and fulfilling the Trust purposes, as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(9) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE V
Duration of the Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated as hereinafter provided.

ARTICLE VI
The Trust Estate

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.

(2) Any and all leasehold rights heretofore or hereafter remised to the Trustees by the Beneficiary, and others as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, mortgages, collateral and all other things of value heretofore or hereafter coming into the hands of the Trustees under this Trust Indenture.

(4) Cash in the sum of $10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.

ARTICLE VII
The Trustees

(1) There shall be five (5) Trustees of this Trust who shall be citizens and residents of the Beneficiary. The Trustees shall be appointed by majority vote of the City Council to serve three year terms, with initial staggered terms of one year (Positions 1 and 3), two years (Position 2 and 4), and three years (Position 5): Position 1 shall be a representative nominated by the Board of Directors of the Norman Economic Development Coalition, Position 2 shall be a representative nominated by the Executive Committee of the Norman Chamber of Commerce, and Positions 3, 4, and 5 shall be nominated by the Mayor of the City of Norman. All appointments shall be approved by majority vote of the City Council. Positions 3, 4 and 5 shall have an educational and/or employment background in banking, commercial finance, law, or accounting. Terms shall expire on June 30. Upon occurrence of a vacancy in the office of a Trustee, a successor Appointed Trustee to serve the remainder of the unexpired term of office shall be appointed in the same manner set forth above for selecting and appointing Trustees. Notwithstanding the expiration of any stated term of office, an Appointed Trustee shall continue to serve until a successor Appointed Trustee has been appointed and qualified. Each successor Trustee in office shall, upon taking the Oath of Office, but without any further act, deed or conveyance, automatically become Trustees of this Authority and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. In addition to the trustees, two (2) elected officials from Norman City Council shall serve as ex-officio trustees. Ex-officio trustees shall be appointed at the beginning of each fiscal year (July 1) upon majority vote by City Council.

(2) The Trustees shall select one of their members to be the Chairman of the Trustees at its first meeting of each fiscal year and said Chairman shall preside at all meetings and perform other duties designated by the Trustees. The Trustees may select one of their members to be Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act. In case of the absence of both the Chairman and the Vice-Chairman, the remaining Trustees shall elect one of their number to act as Chairman until the return of the Chairman or Vice-Chairman. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture.

(3) The person who shall be the City Clerk of the Beneficiary shall be the Secretary of the Trustees. The Trustees shall designate such Assistant Secretaries of Trustees as may be necessary or required, any of whom may or may not be a Trustee. The Secretary (and in that person's absence an Assistant Secretary) shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the

Trustees shall be considered as public records and available for inspection at all times by any interested party.

(4) The person who shall be the City Treasurer of the Beneficiary shall be the Treasurer of the Trustees. The duties of the Treasurer shall be prescribed by the Trustees.

(5) The Trustees may, but shall not be required to, appoint a General Manager and/or Executive Director for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation, but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust is appointed by the Trustees, the said General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(6) The Trustees are authorized to contract, in connection with the incurrence of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, may set forth the terms and conditions under which such Temporary Trustee or Trustees or Receiver may be appointed to operate the Trust Estate and may provide for compensation to be paid, and may provide for such appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness or obligation of the State or the Beneficiary nor personal obligations of the Trustees, but shall constitute obligations of the Trust only, payable solely from the Trust Estate.

(8) The Trustees, the State, and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his, her, or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(10) The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust an audit of the funds, financial affairs and transactions of the Trust including, but not limited to, all fees, salaries and expenditures in exact amounts and specifying to whom such expenditures were paid. Such audit is to be certified with an unqualified opinion of an independent, certified public account. A copy of the annual audit of the Trust shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by specific resolution of the Trustees, the fiscal year of the Trust shall be July 1 to June 30 of the following year. All expense incurred in connection with the annual audits shall be paid from the Trust Estate.

(11) Every person becoming a Trustee shall first take the Oath of Office required of an elected public officer. The Oath of Office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the Clerk or Deputy Clerk of the Beneficiary. Every officer and employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State and the cost thereof shall be paid from the Trust Estate.

(12) Every trustee shall at all times be bound by City of Norman Ethics Policy for City Council, Boards, Commissions, and Committees of the City of Norman, as adopted by Resolution No. R-0809-123 of the Norman City Council, and as may be amended from time to time.

ARTICLE VIII
Powers and Duties of the Trustees

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of and in the name of the Authority:

(1) To sue and be sued.

(2) To have a seal and alter same at pleasure.

(3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder.

(4) To make and alter by-laws for its obligations and internal management as provided herein.

(5) To make and alter rules and regulations pertaining to any loan or other program developed by the Authority.

(6) To acquire, lease, convey, or otherwise hold and dispose of real and personal property for its Trust purposes; provided that, no purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of

such sale or lease or to see or be liable for the application of the purchase or rental monies arising therefrom.

(7) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust and to issue the same for any of the purposes of the Trust authorized hereby including, but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing facilities discussed in Article IV hereof or for any other lawfully permitted facilities which may be secured with Mortgages, security interests or other collateral satisfactory to the Trustees; making Mortgage loans or purchasing Mortgage notes secured by Mortgages on dwellings; acquiring real or personal property or facilities at foreclosure of any loan or obligation or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument securing any indebtedness of the Trust; refunding or advance refunding any outstanding indebtedness of the Trust; creating any reserves or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the furtherance of the Trust purposes or in connection with the securing of any of the Trust's debts or in the administration of Trust programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:

a. Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Trust at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and

b. Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such Bonds, Notes, evidences of indebtedness or other obligations of the Trust; and

c. Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and

d. Create any reserve fund and any and all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidences of indebtedness.

Any such indebtedness shall be deemed to be incurred or issued on behalf of the Beneficiary and may be general or special obligations of the Trust as the Trustees may from time to time determine.

(8) To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.

(9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.

(10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.

(11) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue the furnishing of services and facilities to, and foreclose on any collateral of, any person, firm, or corporation, or public instrumentality delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(13) To make and perform contracts of every kind including, management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, collateral, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(14) To exercise or to request of, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of the power of eminent domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs, provided that any such action for eminent domain shall first be approved by vote of the Norman City Council.

(15) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon termination of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.

(16) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.

(17) To receive funds, money, property, collateral, services, rights and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities, grants or loans for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source.

(18) To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.

(19) To make, or commit to make, or participate in the making of Mortgage Loans whether for construction, for acquisition, financing or purchasing of housing.

(20) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in accordance with the laws of the State.

(21) To sell any mortgages or other personal property acquired by the Authority at public or private sale and at such price or prices as it shall determine.

(22) To renegotiate, refinance or foreclose, or contract for the foreclosure of any Mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any Mortgage; to commence any action to protect or enforce any right conferred upon it by any law, Mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Trust and the holders of its Bonds, Notes or other obligations.

(23) To renegotiate or refinance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to protect or enforce any right conferred upon it by law, loan agreement, contract or other agreement.

(24) To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Trust and pay the reasonable value of services rendered to the Trust pursuant to such contracts.

(25) To sell any loans made or acquired by the Trust at public or private sale and at such price or prices and on such terms as the Trust shall determine.

(26) To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase and servicing its Mortgage Loans, Notes, Bonds, commitments and other evidences of indebtedness.

(27) To procure insurance against any type loss in such amounts, and from such insurers, as it may deem necessary or desirable.

(28) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its Trust purposes, to the modification of the rate of interest, time of payment of any installment of principal or interest, or any other terms of any Mortgage Loan, Mortgage Loan commitment, construction loan, temporary loan, contract or agreement of any kind to which the Trust is a party.

(29) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and to do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

(30) To exercise exclusive management and control of the properties of the Trust Estate.

(31) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit.

(32) To select depositories for the funds and securities of this Trust.

(33) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

(34) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purposes of Trust" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.

ARTICLE IX
Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X
Beneficiary of Trust

(1) The Beneficiary of this Trust shall be the City of Norman, Oklahoma, under and pursuant to Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof, except as herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and only then, the Beneficiary shall receive the residue of the Trust Estate.

(3) The Trust is solely and exclusively for public purposes; and it is solely for the benefit, betterment and the furtherance of the public purposes of the City of Norman, Oklahoma, and its inhabitants and citizens; and all assets, property, moneys, income, gain or other things of value now owned by the Trust, or that may at any time come into control or direction of the Trust or its Trustees, or any interest the Trust may have or hereinafter acquire therein, be and the same are hereby exclusively and perpetually dedicated solely to the public interests of the City of Norman, and to the public purposes for which the Trust was created and all pursuant to the public purposes and functions of the Beneficiary of the Trust, the City of Norman, Oklahoma.

(4) The Beneficiary will have access at all times to the books and records of the Trust.

ARTICLE XI
Adoption and Amendment of By-Laws;
Amendment and Termination of Trust

This Trust Indenture may be amended by an affirmative vote of at least two-thirds (2/3) of all Trustees and any such proposed amendment shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend By-Laws of the Trust.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust without the consent of holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any resolution, indenture or agreement relating to such indebtedness.

This Trust shall terminate -

(1) When the purposes set out in Article IV of this instrument shall have been fully executed; or

(2) In the manner provided by Oklahoma law. Provided, however, that this Trust shall not be terminated by voluntary action while there be outstanding indebtedness or fixed obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall terminate.

ARTICLE XII

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

_____
_____, Trustor

_____
_____, Trustee, (Position 1)

_____
_____, Trustee, (Position 2)

_____
_____, Trustee, (Position 3)

_____
_____, Trustee, (Position 4)

_____
_____, Trustee, (Position 5)

[Remainder of Page Intentionally Left Blank]

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the ____ day of _____, 201_, appeared _____, and further known to me to be the identical person who subscribed said person's name to the foregoing instrument, as Trustor, and acknowledged to me that said person executed the same as said person's free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the ____ day of _____, 201_, personally appeared _____, _____, _____, _____, and _____, and further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

DRAFT INDENTURE ON MAY 8, 2012 COUNCIL AGENDA

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the City Council of the City of Norman, State of Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said City in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of said City, attested by the City Clerk of said City, pursuant to direction of the City Council of said City, this ____ day of _____, 201_.

CITY OF NORMAN, OKLAHOMA

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

TRUST INDENTURE
CREATING
THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the _____ day of _____, 201_, by Cindy Rosenthal, hereinafter referred to as the Trustor, and Cindy Rosenthal, Roger Gallagher, Tom Kovach, Hal Ezzell, Carol Dillingham, David Spaulding, Linda Lockett, Jim Griffith, and Dan Quinn and their respective successors as provided herein, to be known as the Trustees of the Norman Economic Development Authority, who shall be and are hereinafter referred to as Trustees of said Authority, hereinafter referred to as "Authority" or "Trust", hereby creates and establishes a public trust for the use and benefits of The City of Norman, Oklahoma (referred to herein as the "City" and the "Beneficiary") pursuant to the terms of Title 60, Okla. Stats. 2001, Sections 176 *et seq.* and prescribes the terms thereof as follows:

NOW THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others may heretofore or from time to time hereafter assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits, and increases thereon unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Norman, State of Oklahoma, such City being hereby designated and hereinafter referred to as "Beneficiary" and upon the trusts, terms and conditions hereinafter stated.

ARTICLE I
Creation of Trust

The undersigned Trustor recreates, creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

The undersigned Trustor hereby forever irrevocably conveys, relinquishes and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Trust Indenture and the trust created hereunder, including, without limitation, the right to consent to and approve any further changes, amendments or supplements to this Trust Indenture.

ARTICLE II
Name and Effective Date of Trust

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be the "Norman Economic Development Authority" and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of execution by the Trustees of the Trust and acceptance of the beneficial interest herein by the Beneficiary.

ARTICLE III
Definitions

"Act" shall mean the Oklahoma Public Trust, being Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended and supplemented.

"Authority" shall mean the Economic Development Trust Authority created pursuant to this Trust Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

"Beneficiary" shall mean The City of Norman, State of Oklahoma, acting by and through its City Council.

"Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority to be issued under this Indenture.

"By-Laws" shall mean the By-Laws, if any, duly adopted by the Authority as the same may be amended from time to time.

"Governmental Agency" shall mean the United States of America and the State or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.

"Lending Institution" shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association and any other financial institution or Governmental Agency or person.

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust, security agreement or other instrument creating a lien on a fee interest in real and/or personal property or a leasehold on such fee interest.

"Mortgage Loan" means an interest bearing obligation secured by a Mortgage.

"State" shall mean the State of Oklahoma.

"Trust Indenture" shall mean this Trust Indenture dated as of _____ ___, 201_.

"Trustees" shall mean the Trustees of the Authority.

ARTICLE IV
Purposes of Trust

The purposes of this Trust are:

(1) To assist the Beneficiary, the State of Oklahoma, its Governmental Agencies, and private entities, agencies, and citizens in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the State of Oklahoma and the Beneficiary in order to lesseen the burdens on government and to stimulate economic growth and development, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to the future economic growth and development of the Beneficiary; to inventory the services, facilities and resources of the Beneficiary; to promote, stimulate, encourage, and finance the growth and development of the utility, agricultural, and industrial resources of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources and tourist attractions; to foster and promote an improved industrial climate within the Beneficiary and to otherwise promote its general economic welfare and prosperity and to finance any and all programs, utilities, facilities or resources promoting or intending to promote any of the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:

a. To promote and develop any and all utility and public works projects or facilities of any type or description including, but not limited to, those for water, sewer, electric, solid waste, natural gas or other public utilities of any type or description.

b. To promote, develop and finance projects or facilities relating to agriculture, farming, ranching and agri-business of any sort or description including, but not limited to, any land or personal property related thereto, or projects relating to cattle, poultry, irrigation equipment and systems, or other agri-projects of any other sort of description.

~~c.~~ To promote, finance, and develop commercial and industrial projects or facilities and to exercise all of the powers, privileges, and prerogatives of industrial trusts within this State.

d. To promote, finance and develop projects or facilities relating to the development of energy of any sort or description including, but not limited to those relating to the development of oil, gas, coal, gravel, lead, zinc or other minerals or hydro-carbons, the financing of oil and gas equipment refineries, drilling and pumping rigs and equipment, or other energy development of any sort or description and synthetic fuel facilities.

e. To promote, finance and develop projects, facilities, services and industries pertaining to the development or improvement of: individual, commuting, airport and mass transportation; transportation generally; trucking; handling and shipping of goods; railroads, railroad rights-of-way; railroad equipment or rolling stock construction, repair or maintenance facilities; air transportation, public or mass transportation systems, facilities and equipment, and the financing of automobiles, trucks and vehicles of every sort and description; and other methods and modes of transporting people, goods and equipment of whatsoever kind or character, within the boundaries of the Beneficiary and to provide additional employment or increase transportation efficiency which will benefit and strengthen the economy of the Beneficiary.

f. To promote, finance and develop recreational, sports, cultural, tourism, entertainment and communication media projects or facilities including, but not limited to mass-media broadcasting facilities such as radio, television and cable television equipment and facilities.

g. To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish and regulate any facilities related to any of the foregoing and, if desired, to lease such facilities and to operate the same in connection therewith and to do, perform, own, acquire, construct or engage in or finance any other enterprise or activity, project or facility to such extent and in such manner as now is or may be considered a proper and lawful function of public trust entities within the State of Oklahoma.

(2) To promote the development of adequate housing within the territorial limits of the Beneficiary whether single family dwellings or multi-family dwellings:

a. By making or committing to make or participating in the making of loans to non-profit sponsors of housing;

b. By making or committing to make or participating in the making of loans to persons upon terms and conditions requiring such owners to use the proceeds of such loans to construct, acquire, rehabilitate or improve housing and such additional terns and conditions as may be set by the Authority;

c. By participating in all Government Agency programs relating to housing and housing projects;

d. By participating in housing programs of all kinds to assist in providing safe and sanitary housing to the residents of the Beneficiary and surrounding community.

(3) To provide funds and assistance for the purposes set out in this Indenture which include, among others:

a. The expansion of the supply of funds in the Beneficiary available for new Mortgage Loans for housing; and

b. The provision of the additional housing needed to remedy the shortage of such housing within the boundaries of the Beneficiary and to upgrade substandard housing within the boundaries of the Beneficiary so as to eliminate the existence of substandard dwellings.

(4) To hold, maintain, and administer any leasehold rights in and to physical properties heretofore or hereafter demised to the Beneficiary or the Authority and to comply with the terms and conditions of any such lease.

(5) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said property, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust, but no longer needful for Trust purposes.

(6) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the State of Oklahoma, the United States of America, or the Beneficiary, or for use by authorities or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop construct and enlarge railroad and railway facilities, trucking, air transportation, public or mass transportation, and all phases of transportation relating to commerce; improve, extend, replace, reconstruct, repair, operate and maintain railroad rights-of-way, trucking, air transportation, public or mass transportation projects, and related facilities; maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, within the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining such facilities, functions or activities.

(7) To perform, on behalf of the Beneficiary, all functions, activities, and powers authorized by industrial and economic development statutes as they from time to time exist.

(8) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, personal or mixed) necessary or desirable for executing and fulfilling the Trust purposes, as set forth in this instrument,

and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(9) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE V
Duration of the Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated as hereinafter provided.

ARTICLE VI
The Trust Estate

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.

(2) Any and all leasehold rights heretofore or hereafter remised to the Trustees by the Beneficiary, and others as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, mortgages, collateral and all other things of value heretofore or hereafter coming into the hands of the Trustees under this Trust Indenture.

(4) Cash in the sum of $10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.

ARTICLE VII
The Trustees

(1) The Trustees of this Trust shall be citizens and residents of the Beneficiary, who are the persons presently constituting the Mayor and members of the City Council of the Beneficiary, and the persons who shall be their successors as Mayor, and members of

said City Council of said Beneficiary, and each such successor in office shall, upon taking the Oath of Office, but without any further act, deed or conveyance, automatically become Trustees of this Trust and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.

(2) The Trustees shall be advised in their decisions by the Economic Development Advisory Board, a seven-member board comprised of citizens of Norman with suitable and appropriate economic, business, financial, legal, and community development expertise. The Advisory Board members shall be appointed by majority vote of the City Council to serve three year terms, with initial staggered terms of one year (Positions 1 and 3), two years (Position 2 and 4), and three years (Position 5, 6 and 7): Position 1 shall be a representative nominated by the Board of Directors of the Norman Economic Development Coalition, Position 2 shall be a representative nominated by the Executive Committee of the Norman Chamber of Commerce, and Positions 3, 4, 5, 6 and 7 shall be nominated by the Mayor of the City of Norman. All appointments shall be approved by majority vote of the City Council. Positions 3, 4, 5, 6 and 7 shall have an educational and/or employment background in banking, commercial finance, law, or accounting. Terms shall expire on June 30. Advisory Board members shall continue in office during their term until such time that their term expires and their successor has been appointed and qualifies, they die, they resign, they are removed from office by majority action of Council, they attain status as a nonresident of the City, they are hired as a full-time employee of the City, or they absent themselves from three (3) consecutive regular meetings, and such absences are shown by the official minutes of the Authority. Upon occurrence of a vacancy on the Advisory Board, a successor member to serve the remainder of the unexpired term of office shall be appointed in the same manner set forth above. Every Advisory Board Member shall at all times be bound by City of Norman Ethics Policy for City Council, Boards, Commissions, and Committees of the City of Norman, as adopted by Resolution No. R-0809-123 of the Norman City Council, and as may be amended from time to time.

(3) The person who shall be the Mayor of the Beneficiary shall become automatically the Chairman of the Trustees shall preside at all meetings and perform other duties designated by the Trustees. The person who shall be the Mayor Pro Tem of the Beneficiary, shall become automatically the Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act. In case of the absence of both the Chairman and the Vice-Chairman, the remaining Trustees shall elect one of their number to act as Chairman until the return of the Chairman or Vice-Chairman. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture.

(4) The person who shall be the City Clerk of the Beneficiary shall be the Secretary of the Trustees. The Trustees shall designate such Assistant Secretaries of Trustees as may be necessary or required, any of whom may or may not be a Trustee. The Secretary (and in that person's absence an Assistant Secretary) shall keep minutes of all meetings of the

Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

(5) The person who shall be the City Treasurer of the Beneficiary shall be the Treasurer of the Trustees. The duties of the Treasurer shall be prescribed by the Trustees.

(6) The person who shall be the City Manager of the Beneficiary shall act as General Manager for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation, but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. Said General Manager shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(7) The Trustees are authorized to contract, in connection with the incurrence of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, may set forth the terms and conditions under which such Temporary Trustee or Trustees or Receiver may be appointed to operate the Trust Estate and may provide for compensation to be paid, and may provide for such appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(8) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness or obligation of the State or the Beneficiary nor personal obligations of the Trustees, but shall constitute obligations of the Trust only, payable solely from the Trust Estate.

(9) The Trustees, the State, and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(10) Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any

other Trustee, or the Beneficiary, in his, her, or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(11) The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust an audit of the funds, financial affairs and transactions of the Trust including, but not limited to, all fees, salaries and expenditures in exact amounts and specifying to whom such expenditures were paid. Such audit is to be certified with an unqualified opinion of an independent, certified public account. A copy of the annual audit of the Trust shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by specific resolution of the Trustees, the fiscal year of the Trust shall be July 1 to June 30 of the following year. All expense incurred in connection with the annual audits shall be paid from the Trust Estate.

(12) Every person becoming a Trustee shall first take the Oath of Office required of an elected public officer. The Oath of Office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the Clerk or Deputy Clerk of the Beneficiary. Every officer and employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State and the cost thereof shall be paid from the Trust Estate.

ARTICLE VIII
Powers and Duties of the Trustees

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of and in the name of the Authority:

(1) To sue and be sued.

(2) To have a seal and alter same at pleasure.

(3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder.

(4) To make and alter by-laws for its obligations and internal management as provided herein.

(5) To make and alter rules and regulations pertaining to any loan or other program developed by the Authority.

(6) To acquire, lease, convey, or otherwise hold and dispose of real and personal property for its Trust purposes; provided that, no purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see or be liable for the application of the purchase or rental monies arising therefrom.

(7) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust and to issue the same for any of the purposes of the Trust authorized hereby including, but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing facilities discussed in Article IV hereof or for any other lawfully permitted facilities which may be secured with Mortgages, security interests or other collateral satisfactory to the Trustees; making Mortgage loans or purchasing Mortgage notes secured by Mortgages on dwellings; acquiring real or personal property or facilities at foreclosure of any loan or obligation or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument securing any indebtedness of the Trust; refunding or advance refunding any outstanding indebtedness of the Trust; creating any reserves or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the furtherance of the Trust purposes or in connection with the securing of any of the Trust's debts or in the administration of Trust programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:

a. Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Trust at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and

b. Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such Bonds, Notes, evidences of indebtedness or other obligations of the Trust; and

c. Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and

d. Create any reserve fund and any and all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidences of indebtedness.

Any such indebtedness shall be deemed to be incurred or issued on behalf of the Beneficiary and may be general or special obligations of the Trust as the Trustees may from time to time determine.

(8) To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.

(9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.

(10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.

(11) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue the furnishing of services and facilities to, and foreclose on any collateral of, any person, firm, or corporation, or public instrumentality delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(13) To make and perform contracts of every kind including, management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, collateral, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(14) To exercise or to request of, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of the power of eminent domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs.

(15) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon termination of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.

(16) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.

(17) To receive funds, money, property, collateral, services, rights and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities, grants or loans for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source.

(18) To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.

(19) To make, or commit to make, or participate in the making of Mortgage Loans whether for construction, for acquisition, financing or purchasing of housing.

(20) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in accordance with the laws of the State.

(21) To sell any mortgages or other personal property acquired by the Authority at public or private sale and at such price or prices as it shall determine.

(22) To renegotiate, refinance or foreclose, or contract for the foreclosure of any Mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any Mortgage; to commence any action to protect or enforce any right conferred upon it by any law, Mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Trust and the holders of its Bonds, Notes or other obligations.

(23) To renegotiate or refinance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to protect or enforce any right conferred upon it by law, loan agreement, contract or other agreement.

(24) To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Trust and pay the reasonable value of services rendered to the Trust pursuant to such contracts.

(25) To sell any loans made or acquired by the Trust at public or private sale and at such price or prices and on such terms as the Trust shall determine.

(26) To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase and servicing its Mortgage Loans, Notes, Bonds, commitments and other evidences of indebtedness.

(27) To procure insurance against any type loss in such amounts, and from such insurers, as it may deem necessary or desirable.

(28) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its Trust purposes, to the modification of the rate of interest, time of payment of any installment of principal or interest, or any other terms of any Mortgage Loan, Mortgage Loan commitment, construction loan, temporary loan, contract or agreement of any kind to which the Trust is a party.

(29) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and to do all other acts in their judgment necessary or

desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

(30) To exercise exclusive management and control of the properties of the Trust Estate.

(31) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit.

(32) To select depositories for the funds and securities of this Trust.

(33) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

(34) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purposes of Trust" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.

ARTICLE IX
Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X
Beneficiary of Trust

(1) The Beneficiary of this Trust shall be the City of Norman, Oklahoma, under and pursuant to Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business

for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof, except as herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and only then, the Beneficiary shall receive the residue of the Trust Estate.

(3) The Trust is solely and exclusively for public purposes; and it is solely for the benefit, betterment and the furtherance of the public purposes of the City of Norman, Oklahoma, and its inhabitants and citizens; and all assets, property, moneys, income, gain or other things of value now owned by the Trust, or that may at any time come into control or direction of the Trust or its Trustees, or any interest the Trust may have or hereinafter acquire therein, be and the same are hereby exclusively and perpetually dedicated solely to the public interests of the City of Norman, and to the public purposes for which the Trust was created and all pursuant to the public purposes and functions of the Beneficiary of the Trust, the City of Norman, Oklahoma.

(4) The Beneficiary will have access at all times to the books and records of the Trust.

ARTICLE XI
Adoption and Amendment of By-Laws; Amendment and Termination of Trust

This Trust Indenture may be amended by an affirmative vote of at least two-thirds (2/3) of all Trustees and any such proposed amendment shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend By-Laws of the Trust.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust without the consent of holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any resolution, indenture or agreement relating to such indebtedness.

This Trust shall terminate -

(1) When the purposes set out in Article IV of this instrument shall have been fully executed; or

(2) In the manner provided by Oklahoma law. Provided, however, that this Trust shall not be terminated by voluntary action while there be outstanding indebtedness or fixed obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall terminate.

ARTICLE XII

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

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IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

Cindy S. Rosenthal, Trustor

Roger Gallagher, Trustee

Tom Kovach, Trustee

Hal Ezzell, Trustee

Carol Dillingham, Trustee

David Spaulding, Trustee

Jim Griffith, Trustee

Linda Lockett, Trustee

Dan Quinn, Trustee

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STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the ____ day of _____, 201_, appeared _____, and further known to me to be the identical person who subscribed said person's name to the foregoing instrument, as Trustor, and acknowledged to me that said person executed the same as said person's free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the ____ day of _____, 201_, personally appeared _____, _____, _____, _____, and _____, and further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the City Council of the City of Norman, State of Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said City in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of said City, attested by the City Clerk of said City, pursuant to direction of the City Council of said City, this ____ day of _____, 201_.

CITY OF NORMAN, OKLAHOMA

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES
August 4, 2011

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:35 p.m. in the Conference Room on the 4th day of August, 2011, 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 Lockett, Quinn, Spaulding, and Chairman Ezzell
ABSENT:	None
OTHERS PRESENT:	Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Director of Planning and Community Development Ms. Carol Dillingham, Ward Four Councilmember Mr. Tom Kovach, Ward Two Councilmember Mr. Steve Lewis, City Manager Mr. Shawn O'Leary, Director of Public Works Ms. Cindy Rosenthal, Mayor Ms. Karla Chapman, Administrative Technician III Mr. Phil Clark, Pioneer Library Business Outreach Coordinator Ms. Joy Hampton, The Norman Transcript Mr. John Woods, Norman Chamber of Commerce President

GENERAL DISCUSSION AND PRIORITIZATION OF THE FOLLOWING ITEMS:

1. Resolution adopting a policy for participation in the drafting of new ordinances by representatives of groups that will be directly affected.
2. Creation of a public trust authority as a tool to facilitate economic development.
3. Opportunities to partner in economic development.
4. Creative ways the City can assist and participate in the mission of economic development.
5. Review of building permit issuance, fees, and inspections.
6. Review of modernization of the Sign Ordinance.
7. Miscellaneous Discussion.

Policy for Participation in Drafting New Ordinances.
Chairman Ezzell said the topics tonight are representations of ideas that have been discussed at various times by Council, City Staff, and interest groups. He said discussion regarding a resolution adopting a policy for participation in drafting new ordinances by representatives of groups directly affected was originally suggested by Mr. Harold Heiple, Heiple Law Offices, Inc. He said this has been discussed by the Community Planning and Transportation Committee (CPTC), chaired by Councilmember Dillingham, and asked her to update this Committee on those discussions.

Councilmember Dillingham said the CPTC discussed the concept of trying to identify what a significant piece of policy might be that unreasonably benefits or burdens an individual or group. She said the CPTC wanted to make sure all individuals and/or groups were represented equally. She said discussion had included planning; zoning; large personnel issues; traffic; parking, etc., which are the types of issues that affect all neighborhoods and citizens. She said the CPTC would be discussing the resolution more thoroughly at their meeting in September and welcomed public input.

Councilmembers Kovach and Quinn said they liked the underlying idea; however, were not sure how such a resolution could be crafted.

Items submitted for record
1. Letter dated July 12, 2011, from H.L. Heiple, Heiple Law Offices, Inc., to Norman City Councilmembers and City Manager

Public Trust Authority/Economic Development.
Chairman Ezzell said the creation of a public trust authority as a tool to facilitate economic development and opportunities to partner in economic development are really sub-items of creative ways the City can assist and participate in the mission of economic development. He said in meetings with the Chamber of Commerce and the Norman Economic Development Coalition (NEDC) there has been a lot of discussion on these very issues. He said one item discussed was the ability to monetize quality jobs benefits. He said the Quality Jobs Program is a program of the State that pays a rebate to businesses based on payroll and it is paid out over a period of time. He said future discussion will include how to finance those quality jobs benefits. He said many economic development efforts coming forward today are partnerships between counties, cities, universities, schools, vo-techs, etc.

Chairman Ezzell asked Staff to consider opportunities where the City could assist the public by waiving permit fees and what types of projects would qualify. He asked Staff to include a cost benefit analysis and Staff's opinion of when it would be appropriate to make concessions to benefit a project. Mr. Woods the City of Moore is willing to give incentives to businesses and asked if Norman would be willing to do the same. He said he understands it would be difficult in the beginning but felt it would be worth the effort.

Building Permits Issuance and Fees.
Chairman Ezzell said 90% of complaints received by the City of Norman are regarding building permit inspections and the fee process; however, these complaints are rarely quantified factually as to what specifically happened, when it happened, who was involved, etc. He said the Chamber of Commerce has been gathering data and building a database with specific complaints and he would like to invite the Chamber to a future meeting to review this information and get their feedback. He said it is hard to have constructive dialogue and address issues without specific, precise facts of events. He said one complaint has been the inspection process does not work efficiently in that an inspection is made where a problem identified and corrected, which then requires another inspection and additional inspection fees. He suggested the inspection process consist of inspectors leaving a punch list of items to be corrected with one re-inspection rather than the continual stop and start inspection process.

Sign Ordinance.
Chairman Ezzell said he feels the City has an outdated sign ordinance that can be improved and enhanced. He said he would like to have more detailed discussion at a future meeting with Staff input that includes the history of the ordinance.

Councilmember Lockett asked when the ordinance had been amended last and said she had been involved in one of the revision processes where there was a lot of contention regarding the size and height of signs that should be allowed. She said advertising through signage is an important part of business and should be taken into consideration during the process. Councilmember Ezzell felt the Committee could move any discourse forward and find a balance. Councilmember Spaulding suggested including community signs in addition to business signs and said there is a maintenance aspect that needs to be addressed as well.

Councilmember Ezzell said he would like to review the sign ordinance at the next Business and Community Affairs Committee meeting.

Councilmember Kovach said he would rather review the building permitting process first. Councilmember Lockett agreed and said she has heard of several national businesses that built new buildings in Norman and believe the City of Norman's building process is the most difficult to work with. She felt the City needs to work on the attitude of employees that are the first point of contact for builders. Chairman Ezzell agreed and said the Chamber of Commerce and NEDC have stated the City needs a concerted campaign effort to educate businesses that the City is "open for business." Mr. John Woods, President of Norman Chamber of Commerce, said The Moore Monthly newspaper published an article quoting a broker that "due to the difficulty of the permitting process, businesses regret deciding to do business with Norman." Mayor Rosenthal said part of the problem is perception and, in meetings she has attended, other cities complain that they hear the same thing from builders in their communities.

She said perception can be reality and she would like to see a matrix of Norman compared to other cities including Norman's turn around time for permits. Councilmember Lockett said she would like to see of copy of the paperwork inspectors leave with the businesses when corrections are needed. She said inspectors need to be consistent because she personally knows of cases where corrections were made and a different inspector checked the work but would not approve the corrections required by the first inspector causing delays and confusion.

Chairman Ezzell said the idea of a matrix is important and requested a proposal from Staff as to their idea of a good checklist of matrix that includes permit costs, permit issuance time, number of inspections, etc. Mr. Woods said he would like to include the number boards or commissions an applicant has to go through before final approval and how that varies in other communities. Mayor Rosenthal asked Mr. Steve Lewis, City Manager, about the other items permitting issues that could be reviewed and Mr. Lewis said the matrix would consist of ten to twelve standard items used across the country. He said these include the amount of time it takes to get a permit, whenpermit is issued from time of application, how long before inspections are made once requested, training issues for inspector in terms of consistency, etc. Councilmember Lockett said time is an issue since time is money for businesses and Mr. Lewis agreed and said that is especially true for seasonal businesses.

Councilmember Dillingham said she would like to identify permit issues that can be fast tracked. Councilmember Quinn said an example of fast tracking is Embassy Suites. He said the City worked closely with them to make sure everything was completed as quickly as possible and the same effort needs to be put forth for everyone. Councilmember Griffith felt it was important to stress the City is looking for efficiency, not that the inspections be any less effective.

Councilmember Spaulding asked if discussion would include the possibility of an ombudsman position and Councilmember Ezzell said that could be discussed later on and felt part of the process of gaining efficiency is repetition and standardization and the City needs to put together a team that understands the process with a congenial team leader. Councilmember Dillingham felt that once Staff had a better idea of how to make the permitting process smoother and more efficient, ombudsmen would be part of future discussion. Mr. Lewis said the City continues to talk with other communities regarding their efforts in economic development and is looking at whether an ombudsman position would be geared for internal processes or retail recruitment.

Chairman Ezzell asked Mr. Jeff Bryant, City Attorney, if a public trust authority had been discussed in detail as far as setting one up and paperwork required and Mr. Bryant said the City has a couple of public trusts, but not a separate public trust authority specifically for economic development. He said the City has discussed a trust in conjunction with acquiring industrial property and acquiring a mechanism for that and Mr. Lewis said the City has discussed a water trust so the basic research has been done and could be integrated into a presentation. Chairman Ezzell said the would like Staff to look into the idea of a public trust for quality jobs and the legal ramifications. He said the basis would be to set up a public trust with a common financer that has the authority to issue debt. Councilmember Dillingham agreed asked how that would work within the City's Charter, ordinances, and State law. Mr. Bryant said it could possibly be done through the Norman Tax Increment Finance Authority (NTIFA), but there is risk if the business being financed is not able to pay the debt back.

Chairman Ezzell said at the September meeting, he would like Staff to be prepared to discuss the matrix with information from comparable cities including examples of generic residential and commercial projects. Councilmember Dillingham said she would like to see a comparison of costs and procedures for small businesses opening in the Campus Corner area compared to downtown Norman.

Chairman Ezzell said he would also like the Legal Department's opinion on the concept of a Public Trust Fund Authority.

Mayor Rosenthal liked the idea of monetizing the Quality Jobs Act as an innovative way to get ahead of the game. She said she would like to see a presentation on the PETCO Project and what was on the table, which was not the value of the deal at the end of the day. Councilmember Kovach said one thing that often gets overlooked in economic development is quality of life issues in the community, which should be part of discussions.

Councilmember Quinn said he would be out of town the first week of September and asked that discussion on building permits be postponed until October. Mayor Rosenthal said the first meeting in September would fall around the Labor Day holiday and suggested rescheduling the meeting one week later. Chairman Ezzell said he would meet with Brenda Hall, City Clerk, regarding the meeting calendar schedule for September. Mr. Lewis said Staff could be prepared by September 15th.

MISCELLANEOUS DISCUSSION.

Chairman Ezzell said there are groups in the community advocating for various things such as a new Animal Shelter, Aquatic Center, soccer fields, etc. He said he would like to see the creation of a citizens committee that would tie these issues together, prioritize them, and submit recommendations to Council. He said it will be important to include representatives from the University of Oklahoma (OU), Cleveland County, Norman Public Schools, United Way, local businesses, etc. Councilmember Dillingham said there are many citizen groups that have spent a great deal of time discussing these issues that need to be included as well. Mayor Rosenthal said it is also important to include and recognize constituent groups that have spent a lot of time building the groundwork for various issues.

Chairman Ezzell felt the Animal Shelter should be advanced forward although it is not a lifestyle project, but more of a governmental service. He said he was not sure the project is an immediate need project. Mayor Rosenthal felt there is need in every area, for example parks maintenance is the number one need highlighted in the Parks Master Plan. She felt that tying all the projects together as suggested makes a lot of sense and brings a lot of enthusiasm to a committee. Councilmember Dillingham said the voters would have to decide if a project was important enough to pass General Obligation Bond's and felt that in today's economic climate that may not be so easy. Chairman Ezzell said public perception on park maintenance is that the City has pretty steep park fees, but park maintenance is woefully inadequate especially regarding maintenance of facilities.

Chairman Ezzell said there is always a lot of effort in gathering data on the need for various projects, but there is never execution of the project as far as financing and although prioritization is part of the process, a citizens group could be charged with making recommendations that includes financing options.

Chairman Ezzell said he would like suggestions from NEDC, the Chamber of Commerce, and advocacy groups regarding an initial push the City could make to get its own message out to the public. Mr. Woods said the Chamber and NEDC are creating a website, normannow.com, to tie in local entities to help individuals find information about Norman such as places to shop, places to visit, where to find jobs, buying a home, etc., and the City could be added as a link to the website as well.

The meeting adjourned at 6:35 a.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES
September 15, 2011

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the Conference Room on the 15th day of September, 2011, 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 Lockett, Quinn, Spaulding, and Chairman Ezzell
ABSENT:	None
OTHERS PRESENT:	

Ms. Carol Dillingham, Ward Four Councilmember
Mr. Roger Gallagher, Ward One Councilmember
Mr. Tom Kovach, Ward Two Councilmember
Ms. Cindy Rosenthal, Mayor
Mr. Jeff Bryant, City Attorney
Mr. Bob Christian, Permit Manager
Ms. Susan Connors, Director of Planning and Community Development
Mr. Anthony Francisco, Director of Finance
Mr. James Fullingim, Fire Chief
Ms. Jane Hudson, Planner II
Mr. Doug Koscinski, Current Planning Manager
Mr. Steve Lewis, City Manager
Mr. Shawn O'Leary, Director of Public Works
Ms. Kathryn Walker, Assistant City Attorney
Ms. Syndi Runyon, Administrative Technician IV
Ms. Robin Allen, Norman Chamber of Commerce, Senior Vice-President of Operations
Mr. Daryl Bodenhamer, Sooner Traditions
Mr. David Caddell, David Caddell Homes
Mr. Bob Kueny, Mr. Electric
Mr. Jeff Ridgeway, Doyle's Electric
Ms. Carolyn Ridgeway, Doyle's Electric
Mr. Jerry Ridgeway, Doyle's Electric
Mr. Sean Rieger, Norman Builders Association
Mr. Don Wood, Norman Economic Development Coalition
Mr. John Woods, Norman Chamber of Commerce President

Item 1, being:

REVIEW OF THE BUILDING PERMIT AND INSPECTION PROCESS.

Chairman Ezzell said the Norman Chamber of Commerce (NCC) has been gathering and recording information on specific complaints from various businesses regarding the City of Norman's building permit process. He said he invited representatives from the NCC to talk about the data they collected, which he felt would be helpful in streamlining the City's process to make it more user friendly.

Item 1, continued:

Ms. Robin Allen, Senior Vice-President of Operations for the NCC, said the three complaints consistent in all the business owners questioned are that customer service is lacking, lost time, and lost revenue. Mr. John Woods, NCC President, highlighted examples of specific complaints from businesses that have recently worked through the permitting process. He said there has consistently been confusion on the permitting process, but, for the most part, the businesses were satisfied with the service received and happy to be a part of Norman. As an example, he said most communities require ceiling tiles to be placed in position prior to requesting an inspection, but Norman requires the ceiling tiles be left off so the business had to redo the tiles and call for a re-inspection, causing delays. He said repeated inspection visits were a frequent complaint as well as not having scheduled times for the inspections. He said if the general contractor is not onsite at the time of inspection, the City leaves a "red tag" listing items that did not pass inspection, but the red tag does not give the contractor enough information to adequately fix the problem correctly. He said many of the businesses felt the process would go more smoothly if there was a scheduled time to meet the inspector to talk to him one on one and work out a solution at that time.

Mr. Woods said customer service complaints were mainly about the Staff mentality of "let me see anything and everything that I can find wrong and not give you solutions to fix those problems" instead of "lets look and see what we can do to help you get open." He said it is a fair and worthy debate to ask when that problem is best left to the business and at what point is it best left up to the City and felt it is a debate that should happen.

Mr. Woods said the lost revenue complaints came from a plumbing company that stated that Jones, Oklahoma, is the only other City that is as difficult to do business with as Norman in regards to the plumbing industry. He said the problem is Norman's requirement that all units be raised even though they are currently being manufactured to not necessitate that and that piping sizes are required to be twice the size of plumbing code standards, which raises the cost. He said with older homes the drainage requirements are sometimes next to impossible to meet and for a City that wants to see a stronger core of urbanized development, it becomes exceptionally cost prohibitive with these requirements. The plumbing company also complained the City inspectors were hard to work with in finding solutions because everything is very cut and dried with no give.

Another complaint was the time it takes to procure a building permit, averaging six to eight weeks. Mr. Woods said this can delay a business' opening by months as many national retailers have blocks of time or certain months they are willing to open stores so delay in obtaining a permit can cause loss of revenue for the business and sales tax the business would be generating during this time.

Chairman Ezzell asked if there had been any complaints regarding lack of technology on the part of the City and Mr. Woods yes, some sub-contractors said they have worked with other communities that have tracking software that allow contractors to check in on the progress of the construction. Chairman Ezzell said that is one of the parameters the City would be reviewing tonight.

Councilmember Gallagher asked if the red tags had any accompanying, clear explanation in writing, as to the reason for the red tag and Mr. Woods said, in many circumstances, it is not clear and there needs to be a one on one conversation between the City and contractors.

Mr. Woods said Robert Betts of the Fire Department only reviews permits once a week, which slows the permit process and felt this was due to staffing shortages.

Item 1, continued:

Ms. Susan Connors, Director of Planning and Community Development, said Staff had prepared and distributed Performance Measures (PM) for the building permit and inspection process with supplemental data. Chairman Ezzell asked if the PM are a description of what is currently being done or aspirational of what the City would like to do and Mr. Steve Lewis, City Manager, said a little of both. Ms. Connors said the four major performance categories and proposed resolutions of the PM are as follows:

Management System/Technology

- Ability to get messages to inspectors throughout the day
- Improve information regarding the application submittals and processing on web site
- Ability to apply and pay on-line
- Enable Permit Technicians to take credit card payments at point of sale
- Enable applicants to complete the most common steps in the permit process online including scheduling inspections and viewing inspection results

Customer Service

- Developing frequently asked questions, distributing to Staff, and placing online by November 1, 2011
- Acknowledge customers within one minute of walking into the office

Plan Review

- Create a manual of Building Code interpretations and policies as they are developed to ensure plan review and inspection functions are coordinated and that customer service is provided consistently by December 1, 2011, and update quarterly
- Offer a design review meeting with any design professional who requests the meeting (already available)
- Require a design review meeting with any design professional whose second submittal requires more than routine corrections
- Review non-residential applications within 14 days and re-submittals within one hour
- Review residential applications within one hour
- Create a Planning Review Checklist and an Engineering/Public Works/Utilities Plan Review Checklist so current employees in Development Services could perform some of the Planning and Engineering Reviews in the absence of those Staff
- Document the time City takes for plan reviews versus the time the applicant takes for re-submittals in order to determine efficiency and effectiveness of the City process

Inspections

- Require Permit Manger to meet at least once a month with inspectors to review code interpretations
- Perform inspections within 48 hours
- Consolidate the number of inspection stops per day to meet 90% of all stops assigned
- Improve average time per quality inspection (the amount of time an inspector spends on each inspection may influence daily workload, but quantity gains may be negated by quality losses if inspectors speed results in faulty inspections)
- Return phone messages within one business day of receipt of message
- Ensure inspection results are called into the Interactive Voice Messaging System (IRV) upon completion of the inspection or batched and called into the IVR within four hours of inspection completion
- Ensure that correction notice contains code citation and general location of concern observed and that handwriting for correction notice is neat, orderly, and legible

Item 1, continued:

Ms. Connors said items such as credit card payments are further out than what has been planned for the next two years and the biggest improvement would be for inspectors in the field to have ruggedized laptops and printers in their vehicles. Mayor Rosenthal asked how many vehicles needed to be equipped and Ms. Connors said seven inspectors and the Permit Manager. She said printers are needed in order to leave a printed report on site, and even though it will be available online, not everyone has access to a computer in the field. Mr. Lewis said he has asked Staff to prepare a budget for the purchases for immediate budget adjustments.

Councilmember Spaulding asked if the inspectors carry cell phones and if those numbers are given to applicants and Ms. Connors said inspectors do carry cell phones, but the numbers are not given to the public. She said inspectors return messages as soon as possible and if it is something critical, Staff can call the inspectors to have messages returned immediately. Councilmember Gallagher asked if inspectors carry notepads to write out more detailed instructions and Ms. Connors said examples of the inspection reports are included in the materials tonight and there are areas in the reports where written notes can be left onsite.

Ms. Connors said two Permit Technicians will begin employment on September 19th and as they are trained, Staff will incorporate the FAQ list so they will be more attuned to answering questions. Mayor Rosenthal asked how long the positions had been vacant and Ms. Connors said one has been vacant since last year and the other since July 1, 2011.

Ms. Connors said the Planning Department intends to create a manual of Building Code interpretations and policies to ensure better customer service, inspection coordination, and consistency in the permit process. Chairman Ezzell asked if the manual would be available to the public and Ms. Connors said it is intended to be an internal document, but, if appropriate, it could be offered to the public. Mayor Rosenthal suggested offering training to the building community about the interpretations and Ms. Connors agreed. Councilmember Spaulding asked who would be interpreting the codes and if would the City be contacting other municipalities about interpretation of their codes. He suggested getting contractors input as well. Ms. Connors said she, Mr. Bob Christian, Permit Manager, and the inspectors would be creating a common understanding of the Building Code interpretation. Councilmember Spaulding felt that would be a bit isolationist and said that statewide contractors might be willing to address some of the common issues. Mayor Rosenthal said she did not disagree, but said every municipality does not adopt the same codes. Chairman Ezzell felt the goal of the work plan was to develop internal consistency and Ms. Connors agreed. Mr. Lewis said it is important to begin within the City then have dialogue with builders. Councilmember Dillingham said once the City has internal consistency they could then compile industry standards to be more consistent with other communities so builders working on similar projects in Norman will see more consistency.

Mayor Rosenthal said adopting building codes is a long process with meetings that include plumbers, electricians, etc., and she felt it would be helpful to have a timeline of when the International Codes were last adopted and when the City will be reviewing those in the future. Chairman Ezzell said there has been movement at the State level regarding the State superseding all local building codes with State codes and asked Mr. Sean Rieger, Norman Builders Association, if that was still ongoing. Mr. Rieger said yes, he definitely expects that to happen. He said the builders in Norman are ready and willing to talk with the City about the permit process. Councilmember Quinn asked if the State codes would be minimum codes or set codes and Mr. Rieger said it would probably be minimum codes. Ms. Connors said on July 1, 2011, the State adopted and put into place the 2009 International Residential Code that every City in Oklahoma must follow, but cities can make local amendments that have to be accepted by the State. Chairman Ezzell said he wanted the City to be cognizant of the States actions so Norman does not spend time on something that will be superseded by the State.

Item 1, continued:

Ms. Connors said Staff is looking at requiring design review meetings for those builders that do not seem to understand how to make the plan corrections to help them through that process. She said the City currently completes the initial plan review within 14 days and re-submittals within one week if they are turned in on Tuesday for the Wednesday review period. She said Wednesday reviews have streamlined the plan review process because everyone focuses on plan reviews on Wednesday, which is an improvement over previous process. She said Mr. Christian is the only commercial plans reviewer. Chairman Ezzell asked if Staff has collected any data on peer cities and their time frames and Ms. Connors said Staff has reviewed two cities and intends to review three more. Ms. Connors said the Planning and Public Works Departments have plan review checklists, but they need to be updated and consolidated. She said Staff also wants to track the time documents are in the City's hands versus time they are in applicant's hands.

Ms. Connors said the Permit Manager will meet inspectors in the field once a month to review code interpretations, which goes hand in hand with the Manual of Building Code Interpretations and Policies. She said it is helpful for all of them to meet onsite and be on the same page. She said tracking average time for quality inspections is something the City wants to do, but some inspections take 20 minutes while others take two hours longer and that is why it is hard to schedule an inspection for a time certain. She said that is something Staff will have to work through more thoroughly.

Ms. Connors said correction notices would contain the code citation and general location of the concern observed and the handwriting would need to be legible until Staff has better technology. Councilmember Quinn asked if the correction notice points out the issue only or if it provides a possible solution to the problem as well. Ms. Connors said it does not provide a solution, but Mr. Christian spends a lot of his time resolving the "not quite there and how do we get there issues." Chairman Ezzell said the City can always instruct builders to read the Code, but they need to have access to a person that can interpret that Code.

Ms. Connors highlighted the Best Management Practices (BMP), which is divided into the same four categories as the PM and the goals are basically the same. Chairman Ezzell asked Mr. Lewis if Staff is reviewing the budget for equipping the inspectors with laptops as well as the total budget for implementation of the whole technology package and Mr. Lewis said Staff is looking at the entire technology package. Mr. Lewis said it has become clear through builder surveys that technology is a value added and can have a significant impact on the permit process.

Ms. Connors said there will be an expedited plan review option in the BMP, which can be done by a third party because City Staff if not available to offer that option. Mayor Rosenthal asked, typically, where expedited plan reviews are offered, are there additional fees and Ms. Connors said yes. Chairman Ezzell asked if the idea is for the City to have approved outside resources to step in and do the expedited plan review and the City charge an expedited fee as well as the applicant paying the outside firm's fee and Ms. Connors said yes, that is the idea.

Ms. Connors said if it is the City's intent to offer temporary certificates of occupancy and incentives, she feels permit fees should be increased.

Item 1, continued:

Ms. Connors outlined various projects that have been completed or offered certificates of occupancy or certificates of completion (for building shell only) including the timeline from when the application was submitted to when the certificate(s) were obtained. Councilmember Gallagher asked if the timelines on the projects listed were examples of normal timelines or exceptions and Ms. Connors said normal. Mr. Lewis said the listed projects are the good, the bad, and the ugly and Staff tried to give the Committee a fair representation of projects that took a short period of time versus those that took a longer period of time to complete. He asked Mr. Christian to explain some of the different types of permits issued and Mr. Christian said there is an option for applicants to apply for a foundation only permit, which is typically used when the architectural drawings are not complete, but the applicant has enough information to deliver a site plan and foundation plan. He said, worse case scenario, if they do not have the foundation plan, they can apply for an earth change permit, which gives them the ability to move dirt onto the site, prepare the pad, etc. He said another situation would be the applicant wanting to build a shell building, but is not ready for the interior finish plans so they can apply for a shell building permit then apply for the interior finish permit later. Mayor Rosenthal asked at what point the City goes over these options with the applicant and Mr. Christian said many times applicants with call regarding initial interest in the process and Staff will set up a meeting with them at that time that involves all the significant plan reviewers for the Planning Department, Fire Department, Building Inspections, and Public Works.

Ms. Connors highlighted building permit comparison information from Edmond and Oklahoma City and said she intends to contact Moore, Tulsa, and Broken Arrow. Chairman Ezzell said he looks forward to seeing the comparisons to those cities.

Chairman Ezzell said the concern he hears repeatedly is when an inspection is occurring and a violation is noted, the project may be tagged and the inspector leaves without completing the inspection and he asked if that is typical for the inspector to not continue with the inspection. Mr. Christian said the inspector will generally complete the inspection; however, in order for a complete inspection to occur, the work has to be completed. He said typically what occurs to stop an inspection is when an inspector finds a great deal of work undone or workmen onsite that are saying they are not finished with their work. He said in the interest of efficiency of time, the inspector will leave rather than leave behind a 50 item list of items to be completed. Councilmember Lockett asked if most builders know that the job is not complete enough for an inspection and Mr. Christian said most builders and general contractors have a good understanding of whether or not the work is complete.

Councilmember Gallagher said he spoke with a contractor who said he had four inspections and was fined each time. He asked if the fines were for a building code violations or to make up for time the inspector spent onsite and asked about the nature of the fine and Ms. Connors said it is not a fine, but a re-inspection fee. Councilmember Gallaher asked if initial inspections are free and Mr. Christian said the initial inspection is a result of the initial permit fee. Mayor Rosenthal said the City has an interest in keeping inspections to a minimum because the $25 re-inspection fee does not cover the City's cost of sending someone back to re-inspect so there is a common interest in making sure that the first inspection meet goals and expectations.

Chairman Ezzell asked at what point Staff would reach out and engage industry in regards to becoming a participant in refining some of the issues and Mr. Lewis said he would like Staff to put together a work plan to implement. He said, after that, he would then like Staff to meet with the Chamber of Commerce and other builders. Chairman Ezzell asked what the realistic timeframe would be for that plan to be developed and the meeting held and Mr. Lewis said 30 to 45 days then Staff could bring back a report to the Committee. Chairman Ezzell asked to be kept apprised so he would know when to place that back on the agenda.

Item 1, continued:

Mayor Rosenthal said she liked the idea of a work plan, but felt that discussion regarding technology and the budget needs to be addressed for a mid-year budget adjustment especially if revenues continue to stay on target or increase.

Items submitted for record

1. Memorandum dated September 9, 2011, from Susan F. Connors, AICP, Director of Planning and Community Development, to Business and Community Affairs Committee, with Exhibit 1, Performance Measurements; Exhibit 2, Best Management Practices; Exhibit 3, Planning and Community Development Department organization chart; Exhibit 4, Development Service Division organization chart; Exhibit 5, Departments Involved in Plan Review and Inspection for Commercial Projects; Exhibit 6, Outline of Review Time for Selected Building Permits; Exhibit 7, Summary of Building Permit Information; Exhibit 8, List of Permit Types; Exhibit 9, Construction Permit Application Checklist; and Exhibit 10, example of a Building Inspection Ticket
2. Norman Chamber of Commerce Business and Community Development Committee presentation dated Thursday, September 15, 2011

Item 2, being:

UTILIZATION OF A PUBLIC TRUST AUTHORITY TO FACILITATE ECONOMIC DEVELOPMENT AND OTHER ECONOMIC DEVELOPMENT TOOLS.

Discussion postponed to October 6, 2011

Item 3, being:

REVIEW OF THE SIGN CODE ORDINANCE.

Discussion postponed to October 6, 2011

Item 4, being:

MISCELLANEOUS DISCUSSION. None

The meeting adjourned at 6:58 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES
October 6, 2011

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 6th day of October, 2011, 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 Lockett, Quinn, Spaulding, and Chairman Ezzell
ABSENT:	None
OTHERS PRESENT:	Mr. Jeff Bryant, City Attorney Mr. Ken Danner, Development Coordinator Mr. Anthony Francisco, Director of Finance Mr. Doug Koscinski, Current Planning Manager Mr. Steve Lewis, City Manager Mr. Shawn O'Leary, Director of Public Works Ms. Kathryn Walker, Assistant City Attorney Ms. Syndi Runyon, Administrative Technician IV Ms. Joy Hampton, The Norman Transcript Mr. Bill Hickman, Attorney Mr. Don Wood, Norman Economic Development Coalition Mr. John Woods, Norman Chamber of Commerce President

Item 1, being:

UTILIZATION OF A PUBLIC TRUST AUTHORITY TO FACILITATE ECONOMIC DEVELOPMENT AND OTHER ECONOMIC DEVELOPMENT TOOLS.

Mr. Jeff Bryant, City Attorney, said current City of Norman public trusts include the following:

- Norman Municipal Authority – Westwood Golf Course and Norman Transfer Station
- Norman Utilities Authority – Water and Sewer Projects
- Norman Regional Health System Authority - Hospital
- Norman Tax Increment Finance Authority – Infrastructure, Park, Economic Development Projects

Mr. Bryant said these trust exist as separate legal entities from the Municipality and are created for the benefit and act on behalf of a public function. He said Norman's public trusts operate under the authority of a Board of Trustees; creates a fiduciary relationship in which the trustees hold the title to property and act, as authorized, in relation to the property for the benefit of another; may issue debt, commit to long term financial obligations, sale real or personal property; and may exercise the power of eminent domain.

Mr. Bryant said a typical public trust requirements consist of annual financial reports filed with each beneficiary; annual audits conducted with results filed with the State Auditor; following competitive bidding for construction, labor, equipment, material or repairs; complying with the Open Records and Open Meeting Acts; and requiring a 2/3 majority approval of the governing body to issue debt or enter into financial obligations for real or personal property.

Mr. Bryant highlighted board compositions of various Economic Development Trusts in other cities that included Lawton; Ponca City; Edmond; Blackwell; Ardmore; Oklahoma City; and Comanche County. He said the Norman City Council would have to think about the type of board composition they would want for an Economic Development Trust.

Mr. Bryant said typical activities of a public trust for Economic Development include purchasing land for future commercial or industrial use, used as a vehicle for financing of public works, commercial or industrial projects, and used as a vehicle for economic development incentives.

Mr. Bryan talked about the Oklahoma Quality Jobs Program that gives qualifying, enrolled companies quarterly cash rebates of up to five percent (5%) of taxable wages for up to ten years. He said new legislation in 2005, allows companies in the program who expand again to receive up to six percent (6%) wages rebated based on meeting certain criteria. He said there are certain manufacturers and service companies listed in the State Statute and companies must create a new payroll of at least $2.5 million to qualify. He said there is a lower payroll threshold available for businesses and industries listed under the Statute, but normally it is for high impact programs with annualized payroll thresholds of $1 million paid out for up to six years. He said there is also a small employer program and for companies to quality, they must meet minimum wage and health coverage requirements under the statute.

Mr. Bryant said there is a 21st Century Quality Jobs Program where qualifying companies may be eligible for up to twice the net benefit rate of the Quality Jobs Program or ten percent (10%) of the taxable payroll of these new jobs to be paid in cash on a quarterly basis for up to ten years. He said there are qualifying, basic industries the criteria would apply to that must meet a minimum of ten new direct jobs with a three year "ramp up" period as well as meeting minimum wage and health coverage requirements.

Mr. Bryant talked about monetizing the Quality Jobs Incentive Revenue Stream Program and gave the following example:

200 employees x $44,000 annual salary x 5.0% =- $440,000 - Ten Year Period Totals = $4,400,000

Mr. Bryant said these programs usually work on a pay as you go basis so the jobs have to be created and payments are made in cash or through rebates after the payroll taxes are actually paid. He said some of the companies have cash needs up front and cannot create jobs then wait ten years to get the money back so there has been some creative thinking on how to help obtain those employers in a way that gives them some of that payment up front. He said there are two potential revenue sources for that, and if applied to Norman, it would include accumulated University North Park Tax Increment Finance (UNPTIF) economic development revenues or a private lender. He said if a private lender is used, the lender will want to ensure the loan is secure with a good possibility of being repaid. He said the repayment source would be the Quality Jobs Incentive Revenue Stream. He said the lender will also want security for the loan and some options include a pledge of UNPTIF economic development revenue, cash investment by Quality Jobs employers, or a pledge of land or equipment. Mr. Bryant said if money is paid up front on the expectation that a certain number of jobs will be created over a period of time on a certain number of payrolls and it generates payroll rebates from the State, the Trust will want to be sure the company does what they say they will do. He said there are claw back provisions that require repayment of monies invested if the jobs are not created or do not materialize.

Mr. Bryant highlighted the UNPTIF Project Plan Economic Development Revenue Stream, which provides up to $8.25 million from apportioned TIF revenues. He said potential sources for repayment of loans consist of 50% Ad Valorem taxes generated in the TIF and 60% sales tax generated in the TIF. He said the City has a $14.56 million available draw note from the University of Oklahoma (OU) Foundation that allows the City to move forward on other project pieces. He said when the City negotiated financing documents on that loan they were successful in keeping about ten percent (10%) of the sales tax revenues from being pledged to the

first loan so the only amount pledged on the first loan is the 50% of the TIF revenues and 50% of the Ad Valorem revenues generated from non-economic development land. He said that unpledged ten percent (10%) can be used for economic development projects, which consists of Ad Valorem taxes generated from Norman Economic Development Coalition (NEDC) land and ten percent (10%) of sales tax generated from the project plan.

Mr. Bryant said another potential source of revenue is the Economic Sales Tax Increment, which is based on an estimate of the number of jobs that might be created by the employer and a certain percentage of the payrolls being spent for retail items.

Mr. Bryant said City Council approved the authorization of Economic Development Revenue Notes in September 2010, and closed on those notes with NEDC in June 2011. He no money has been drawn on those notes and will not be drawn on those notes until there is an Economic Development Agreement with an employer the City Council and the Authority will be able to review and approve.

Mr. Bryant said another revenue source is the State Quality Jobs Program Rebates.

Chairman Ezzell suggested a board composition of five members consisting of two members of City Council appointed by a majority of the Council with three outside trustees that includes a sampling of positions within the community rather than individuals. He suggested appointing the Executive Director of NEDC, Executive Director of the Norman Chamber of Commerce, and one other person that meets financial or banking background criteria. He said he would like the three outside trustees to have some degree of expertise and ability in the financing arena. He said another issue is governance of the board itself and he felt that the Chairman of the Board needs to be elected by the Board of Trustees of that trust rather than City Council.

Chairman Ezzell requested a draft Trust Indenture be submitted for review at the next Committee meeting. Mr. Bryant asked if the outside members should be appointed by the NEDC or Chamber of Commerce or actually be the Directors of those organizations and Chairman Ezzell said the Directors are the logical choice as they will be the integral piece in all the deals; however, alternatively, a Board Member from that organization could be appointed. Mr. John Woods, Chamber of Commerce President, suggested the organizations select a representative to serve and Councilmembers agreed.

Chairman Hall Ezzell asked if someone could obtain a summary of the State Quality Jobs definitions and Mr. Don Wood, Director of NEDC, said the NEDC Board has a chart that begins at $35,000 per year with a percentage range from 2% to 5% assigned to each amount with what would be rebated back to the company based on those percentages. Mr. Wood said the chart was originated when NEDC was working on the UNPTIF Corporate Center and looking at office site locations. He said the full retail price of one of the office sites was $3 million and as an incentive to the company to locate there, the site cost would be $1.8 million leaving a $2 million difference. He said because of criticism received from other parts of the community, the OU Foundation wanted the lots sold for full retail price with the difference rebated so NEDC set up the rebate formula. He said the Quality Jobs Program starts out at $26,000 in Cleveland County and the advantage of the UNPTIF is it is an Enterprise Zone with an automatic 5% rebate for any job at any level above $26,000. Mr. Wood said the formula could be used for rebates on monetization of quality jobs as well. Chairman Ezzell asked Mr. Wood to provide the Chart to Mr. Bryant.

Items submitted for record

1. PowerPoint presentation entitled, "Public Trusts and Quality Jobs Economic Development Tools," Business and Community Affairs Committee, October 6, 2011
2. Memorandum dated September 8, 2011, from Steve Lewis, City Manager, to Business and Community Affairs Committee

Item 2, being:

REVIEW OF THE SIGN CODE ORDINANCE.

Mr. Doug Koscinski, Current Planning Manager, said the Sign Code Division was a very loose organization in the 1950's and 1960's, having more of a building permit safety function. He said in the 1970's, the Environmental Control Advisory Board (ECAB) formed an Urban Aesthetics Committee that began work on a comprehensive ordinance that addressed more than simple structural requirements. He said the business community resisted the ordinance and it took a great deal of compromise before the ordinance was adopted in 1979. He said approximately fifteen years ago City Council appointed another committee to update the ordinance, which took almost two years. He said a notable revision was allowing the tall, highway oriented billboard signs not allowed in the original Code.

Mr. Koscinski said one of the focuses of the ordinance dealt with movement in signs and that is one of the areas currently being reviewed. He said Light Emitting Diode's (LED's) have been gaining popularity in the modern business community as well as the large white billboards that change screens intermittently.

Mr. Koscinski said the Sign Code Ordinance parallels the Zoning Ordinance in style and format and sign regulations are grouped by zoning category such as commercial, industrial, etc., with different size restrictions, types of signs allowed, and setbacks within each category. In 2000, City Council assigned the Planning Commission as primary review agency for sign code amendments.

Mr. Koscinski said Section 18-402 of the Sign Code is a list of signs, sign types, or conditions which render a sign non-conforming or prohibited from being used in Norman. He said many of these signs were restricted based on aesthetic considerations, potential for distractions to the motoring public, or negative impacts that obtrusive signs can have on neighboring properties. He said examples include signs with movement, signs that include "optical illusion" of movement, and signs that incorporate projected images. He said other types of signs prohibited include portable trailer signs, signs erected in rights-of-way, signs attached to utility poles or trees, and temporary signs not sufficiently anchored to the ground or attached to a building.

Chairman Ezzell asked if the LED signs are currently permitted and Mr. Koscinski said they are not. He said there is a variety of sections in the ordinance that prohibit movement of signs and movement within signs.

Councilmember Lockett asked when ordinance was last changed and Mr. Koscinski said there have been small amendments over time. He said Norman adopted new regulations on billboards that reflected some State requirements approximately five years ago.

Chairman Ezzell said the City is trying to take on a number of initiatives to try to improve or facilitate the business climate in the City, one of which is modernizing the Sign Code. He said he does not want to rewrite the Sign Code, but felt there are two categories of signs that are unaddressed or not allowed, which are LED signs and "flipping" billboards that change advertisements every few minutes. He said these signs are allowed in Oklahoma City (OKC) so OKC must have gone through a study process to find an allowable standard of movement such as three times a minute or more. He said he would like Staff to find a balance to allow the existence of those two categories and draft standards to govern the usage in the community. Mr. Koscinski said there are model ordinances that attempt to address these types of signs, but they still have issues on

brightness levels and how many times per minute a sign can "flip" advertisements. Councilmember Lockett said there are safety issues as well. Mr. Koscinski asked the Committee if new regulations should affect commercial signs only or be expanded to billboards and Chairman Ezzell said to include billboard. Chairman Ezzell asked Staff to submit some proposed model ordinances for the Committee's review by the next meeting. He said he would like to get the proposed amendments out to industry businesses for their feedback at future meetings.

Councilmember Spaulding asked if the current ordinance regulates dilapidated signs or signs where businesses are no longer in business, but the sign has not been removed and Mr. Koscinski said yes, but it is hard to enforce because by the time the City notices a dilapidated sign or sign from a business that has gone out of business, there is no one to charge with a violation or compel to remove the sign. He said the City's practice has been to wait until another business moves in and try to rectify the sign to Code at that time. Mr. Steve Lewis, City Manager, said many businesses that go out of business remove their signs.

Mr. Woods said he would be happy to work with Staff on the Sign Ordinance as he has been involved with the City of Tulsa and City of OKC, both of which allow LED technology for on-premise and off-premise (billboard) signs. He said there are key differences in the two technologies in that State law does not allow billboards to have full motion video such as Sonic Restaurant on-premise LED signs depicting slushies flying around. He said there are ordinances that address dwell time as well, which is how long the advertisement has to be static before changing to the next advertisement. He said there is also special equipment that measures brightness of signs, but most signs have auto gimmick features that allow certain levels of brightness based on the time of day. He suggested the City also consider a provision of flexibility to allow a billboard sign, affected by tainting for a public project, to accommodate a relocation for a smaller fee without paying the full tainting amount.

Chairman Ezzell said instead of Staff bringing forward a model ordinance for the Committee to review, and then begin meetings with industry businesses for input, he would like for the Chamber of Commerce and City Staff to work together on the first proposal to get industry ideas incorporated and discussed before submitting to the Committee for review. He said if the November Committee meeting is too soon to present the proposed amendments, he would be glad to schedule it for discussion in December. Councilmember Lockett suggested including NEDC in the initial discussions and Chairman Ezzell agreed. Mr. Woods said his resources would not want restrictions to the current regulations. Mr. Bill Hickman, Attorney, said if digital signs are allowed in Norman, businesses would begin updating signs immediately. Chairman Ezzell asked Staff to move forward but said he did not want Main Street to look like a "Vegas Strip" so the City needs to strike a balance.

Items submitted for record

1. Memorandum dated September 7, 2011, from Doug Koscinski, AICP, Manager, Current Planning Division, to Business and Community Affairs Committee
2. Chapter 18, Section 18-402, of the Code of the City of Norman, Oklahoma (as amended through February, 2005)

Item 3, being:

MISCELLANEOUS DISCUSSION. None

The meeting adjourned at 9:55 a.m.

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

November 3, 2011

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:01 a.m. in the Conference Room on the 3rd day of November, 2011, 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 Lockett, Quinn, Spaulding, and Chairman Ezzell
ABSENT:	None
OTHERS PRESENT:	Councilmember Kovach, Ward Two Ms. Cindy Rosenthal, Mayor Mr. Harold Heiple, Attorney Mr. Kirk Holcomb, ES-2 Controls Contractor Mr. Don Wood, Norman Economic Development Coalition Ms. Nancy Yoch, Don Cies Realty
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Mr. Bob Christian, Permit Manager Ms. Susan Connors, Director of Planning and Community Development Mr. Anthony Francisco, Director of Finance Mr. Steve Lewis, City Manager Mr. Gary Lowe, Information Systems Manager Mr. Shawn O'Leary, Director of Public Works Ms. Kathryn Walker, Assistant City Attorney Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

IMPLEMENTATION RECOMMENDATIONS TO STREAMLINE THE BUILDING PERMIT AND INSPECTION PROCESS.

Mr. Steve Lewis, City Manager, said in its September 15, 2011, meeting, the City Council Business and Community Affairs Committee had been presented an overview of the best practices for building permits in order to review streamlining the permit process. He said the Planning Department is now presenting additional information.

Ms. Susan Connors, Director of Planning and Community Development, said she had previously submitted information to the Committee regarding building permit best practices that included performance measures; technology; building permit processes from other communities; and customer service. She said supplemental material being presented today includes an annotated list of performance measures with work plans, chart of costs for hardware and software to improve technology, and a comparative survey of six Oklahoma cities.

Ms. Connors said the Planning Department has budgeted funds for a Building Permits Application Module to add to the current Sunguard system to provide expanded customer service. She said the application will add electronic inspection scheduling; property and permit information; online submittal; inspection maintenance; public inquiry; online fees; and project view. She said applicants will be able to schedule inspections online, pay for inspections online, allow submittals of building permit applications online, inquiries can be submitted online instead of by phone, and contractors will be able to view inspections online.

Ms. Connors said currently, the Building Permit Department has an Interactive Voice Response (IVR) System that builders and contractors use to schedule inspections. She said there is an upgrade that will allow customers to leave additional messages and notification can be delivered back to them. She said there is a Mobile Inspection System (MIS) the City is looking at that has a similar function, so the City may not need an upgrade to the IVR System. She said if customers can go online for inspections, there would be no need to call the City for that information. She said the IVR is a little more cumbersome than getting information online. Chairman Ezzell asked if the IVR is a system that is paid for annually and Ms. Connors said maintenance is paid annually and the City will still need the IVR system, but would not need the upgrade. Chairman Ezzell asked about the costs of the upgrades and Ms. Connors said the MIS will cost approximately $100,000, which would include ongoing maintenance for the first year and an annual maintenance cost of $14,000 each year after that.

Ms. Connors said, in regards to customer service, the City developed a list of frequently asked questions (FAQ), which are now available on the City's website. She said additional questions have been submitted to the Committee tonight for their review and three of the FAQ's will be added each week until the list has been exhausted. She said the majority of FAQ's come from less experienced builders and home owners so the questions are primarily geared in that direction and the information can be obtained online as opposed to calling the City for information.

Ms. Connors said the primary goal of the plan review is meeting timelines established for residential and commercial plan reviews. She said the International Residential Code was adopted by the State in July and the City is beginning to meet with builders to move that code forward for City adoption. She said the City has identified the need to establish interpretations of the building codes and she has submitted a table of contents of that manual for the Committee's review. She said a question had been raised about the City's ability to track how long plans are in the City's possession versus the builder's possession and said the City currently has that ability and the information is readily available.

Ms. Connors said to improve the inspection process, Staff has identified new software and hardware that would make the process better and the Mobile Field Inspection (MFI) module will be added to the currently used Sunguard System. The MFI will allow inspectors to rearrange their schedules and routes of inspections and research permit and inspection information directly from their vehicles. She said there will be computers and printers in each inspector's vehicle. This will also allow inspectors to input data at the time of inspection instead of waiting to get back to the office at the end of the day and customers will have direct access to that information. A printed copy will also be left at the site for those who may not have computer access.

Councilmember Quinn asked if the MIS is i-Phone and i-Pad compatible and Mr. Gary Lowe, Information Systems Manager, said no. He said the MFI would be strictly laptop, but there is another module available that is i-Phone/i-Pad compatible; however, it does not give all the functionality needed. Ms. Connors said, from the customer's point of view, the i-Phone/i-Pad is not as reliable or customer friendly; however, the City will have the ability to send e-mails to the i-Phone/i-Pad. Mr. Lewis said it is a trade-off and asked Mr. Lowe the cost difference of the i-Phone/i-Pad compatible system and Mr. Lowe responded $60,000, but said it does not address the issues the City is dealing with in streamlining the permit process.

Chairman Ezzell said he understood the City had the budgetary ability to move forward and Mr. Lewis said he and Mr. Anthony Francisco, Director of Finance, have reviewed the Capital Budget and expect some savings on some of the projects and, if necessary, funds from the Fund Balance can be used. He said contingent upon Council approval, the City is ready to move forward. Chairman Ezzell felt the MIS would be a significant improvement and worth the investment. Mayor Rosenthal said the Council postponed payment of the annual Norman Economic Development Coalition (NEDC) dues and asked if the City has budgeted monies for technology improvement or would that be a mid-term adjustment to the budget and Mr. Lewis said it would be

a mid-term correction in the Capital Budget and the NEDC dues would come from the General Fund. Mayor Rosenthal said, in light of that, she is comfortable with moving forward. Councilmember Lockett asked if Staff had projected cost savings and Ms. Connors said they have not and Councilmember Lockett asked her to track that since the goal is to save money. Chairman Ezzell asked the Committee if they felt this information needed to be presented to the Council in a Study Session or, given the high rate of attendance today, place an item directly onto an agenda when prepared. Councilmembers felt it should be presented to Council as a whole since it will require a budgetary change. Councilmember Quinn suggested presenting the information to the Finance Committee as well.

Mr. Lewis said if the City moves forward with the permit streamlining process, in order to meet all the items discussed, the City will need a business ombudsman. He said he had prepared a draft of a job description for a Development Coordinator, but for all practical purposes it is really a business ombudsmen position that has been discussed by several committees. He said the question repeatedly asked is who would the position report to and he has designed the position to report to the City Manager. The Development Coordinator's fundamental job will be to facilitate development review projects for both public and private projects, but primarily private projects. He felt the value of the position would be to help provide guidance to developers, architects, engineers, or anyone involved on a project team that is interacting with the City. He felt the position would be helpful in working with community groups to explain some of the City requirements on construction projects. He said it is also important to think about how that position could assist the City on some of its own projects such as the Smalley Center, Fire Station No. Nine, downtown improvement projects, etc. He said the position can also give the City an opportunity to work on re-development issues that are going to occur in the community over the next several years.

Mr. Lewis said the goal is to have a single line of contact for builders, contractors, and developers within the community. He said this person would also reach out to various business groups in the community. The Development Coordinator would follow projects all the way through approval stages from Planning Commission to City Council. Mr. Lewis said he has discussed the position with the Chamber of Commerce, builders, developers, and NEDC. This position will not replace NEDC's efforts because it will be geared for smaller retail projects and NEDC is geared for more industrial projects.

Chairman Ezzell asked if the Chamber has indicated a willingness to partially fund this position or has that been discussed fully. Mr. Lewis said it has not been fully discussed and he did not know what the Chamber's current position would be. Chairman Ezzell asked Mr. Lewis to follow up as that may give the City latitude on the qualification of who is hired if the pay range could be raised. Councilmember Kovach felt that any money the Chamber might donate toward the position would be more appropriately used for a recruiting position as the public might misinterpret the Chamber funding a position of this description. Councilmember Kovach said he was in support of the position if the City wants to streamline projects and disprove rumors that the City of Norman is not business friendly. Chairman Ezzell asked Staff to visit with the Chamber and get information on the next agenda meeting for follow-up. Mr. Lewis said he would appreciate any feedback from Council on the class specifications.

Mayor Rosenthal said she appreciated all the information that has been presented by Staff and hopes the whole packet is being shared with the Chamber to make them aware of the City's benchmarks. Chairman Ezzell asked that the Chamber be provided the information if that has not been done.

Items submitted for record

1. Memorandum dated November 3, 2011, from Susan F. Connors, AICP, Director of Planning and Community Development, to Business and Community Affairs Committee, with Exhibit 1, Performance Measures; Exhibit A, Sungard Clickw2Gov Building Permits for NaviLine; Exhibit B, Voice Permit by Selectron - additional functionality and price quotes as of October 6, 2011; Exhibit C, Frequently Asked Questions; Exhibit D, Manual of Building Code Interpretations and Policies; Exhibit E, Outline of Review Time for Selected Building Permits; Exhibit 2, Sungard Public Sector Mobile Field Inspection; and Exhibit 3, Building Permit Information Survey
2. Draft Class Specification for Development Coordinator

Item 2, being:

DRAFT PUBLIC TRUST INDENTURE TO CREATE THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY.

Chairman Ezzell said a number of Norman Trust Authority agreements were compiled and reviewed by the Committee and Staff has prepared a draft Public Trust Indenture for consideration as to what a Norman Economic Development Authority Trust Indenture (NEDATI) would look. He said at the last Committee meeting there had been some governance issues that needed to be fine-tuned.

Mr. Jeff Bryant, City Attorney, said at the October Business and Community Affairs Committee meeting several tools for economic development in Oklahoma were discussed. He said one of the tools was a public trust and under Oklahoma law, a public trust is often used for the benefit of the municipality to incur long term indebtedness and assist with long term planning and investments for a variety of purposes. Staff was directed to draft a trust indenture creating the NEDATI. He said the heart of the discussion from the last Committee meeting was governance of the trust. He said the key article that has been individualized for this particular trust is Article VII, which sets forth the identity of the Trustees, how each Trustee is selected, as well as the identity of the Chairman and Clerk of the Trustees. The draft indenture provides that there will be five Trustees with two Trustees chosen from City Councilmembers, one Trustee chosen by the Board of Directors of the NEDC, one Trustee chosen by the Executive Committee for the Norman Chamber of Commerce, and one Trustee with strong ties to the banking community be chosen by City Council.

Mr. Bryant said all Trustees must be citizens and residents of Norman. The members of Council selected to serve as Trustees shall be chosen at the beginning of each fiscal year to accommodate new Councilmembers as they take office in July and corresponds with other Council appointments. The remaining three Trustees will serve staggered terms so that the possibility of complete board turnover is minimal. The Chairperson of the Trustee Board is selected at the first meeting of each fiscal year by the Trustees. The City Clerk will serve as the Secretary of the Trustees to ensure meeting minutes and other trust related documents are maintained in similar fashion to other City records.

Chairman Ezzell said he had visited with Mr. Mark Nuttle who has experience with trust indentures and asked Mr. Bryant to forward the draft to Mr. Nuttle for his review. He said he has asked Mr. Nuttle to speak about the trust indenture at a future Committee meeting. He said in the governance aspect, it is important to always have people with a knowledge base that made them qualified to serve on the board and one of those primary knowledge bases is a financial and banking background. He asked if there was a way to tighten the language identifying that position and Mr. Bryant said yes he could do that and he would also take suggestion from Mr. Nuttle since he has experience in this area.

Mayor Rosenthal said she was concerned about whether or not there has been any litigation or concerns raised regarding the delegation of powers of eminent domain to a non-elected body. Mr. Bryant said he would research that, but was not aware of any problems. He said some of the safeguards on condemnations is the condemnation process itself with the appointment of Commissioners and the court system. Chairman Ezzell said there had been a recent court case dealing with a private economic development entity. Mayor Rosenthal said she wanted to make sure the Trust was created under firm, legal grounds. Ms. Kathryn Walker, Assistant City Attorney, said the power of eminent domain is one of the enumerated powers of the board. Chairman Ezzell asked if the Trust Authority deems an eminent domain or condemnation action as being appropriate, would it be inappropriate to require that body to submit that request to Council and have Council approve it. Mr. Bryant said it would not be inappropriate, just adds a step that is not normally in a trust agreement. Mayor Rosenthal said if Council did not approve the action, at least have a notice provision so the elected officials are aware of an exercise of eminent domain. Councilmember Spaulding said he felt the Council should have an opportunity to approve eminent domain and Councilmember Kovach agreed. Chairman Ezzell said he understands the concern and asked Mr. Bryant for an analysis on a notice requirement versus approval requirement and what it would add to the process.

Mayor Rosenthal asked if language in Article IV, Purposes of Trust, that states, "to promote and develop any and all utility and public works projects or facilities of any type or description including, but not limited to, those for water, sewer, electric, solid waste, natural gas or other public utilities of any type or description" would be setting up something potentially in conflict or competition with the Norman Utility Authority (NUA) or Norman Municipal Authority (NMA) and Mr. Bryant said he did not believe so.

Chairman Ezzell asked Mr. Bryant to forward the draft to Mr. Nuttle and prepare an analysis on the points of discussion regarding eminent domain power and what would that potentially add to the process to be put on the next meeting agenda. Mr. Lewis said he forwarded the draft to NEDC and Chamber of Commerce for their comments.

Items submitted for record

1. Memorandum dated October 24, 2011, from Kathryn L. Walker, Assistant City Attorney, through Jeff H. Bryant, City Attorney, to Members of the Business and Community Affairs Committee
2. Draft Indenture Creating the Norman Economic Development Authority

Item 3, being:

MISCELLANEOUS DISCUSSION.

Chairman Ezzell said there had been some discussion on the Sign Ordinance and asked for a brief update. Ms. Connors said Staff is preparing a presentation for December to bring the Committee up-to-date.

The meeting adjourned at 9:38 a.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

December 1, 2011

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 1st day of December, 2011, 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 Lockett, Quinn, Spaulding, and Chairman Ezzell
ABSENT:	None
OTHERS PRESENT:	Mr. Roger Gallagher, Ward One Councilmember Ms. Cindy Rosenthal, Mayor Mr. Harold Heiple, Attorney Mr. Marc Nuttle, Economic Development Legal Counselor Mr. Sean Rieger, Norman Builders Association Mr. Tom Sherman, Contractor Mr. Tony Tyler, Tyler Outdoor Advertising Mr. Don Wood, Norman Economic Development Coalition Mr. John Woods, Chamber of Commerce Director
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Mr. Bob Christian, Permit Manager Ms. Susan Connors, Director of Planning and Community Development Mr. Anthony Francisco, Director of Finance Mr. Steve Lewis, City Manager Mr. Doug Koscinski, Current Planning Manager Mr. Shawn O'Leary, Director of Public Works Mr. Wayne Stenis, Planner II Ms. Kathryn Walker, Assistant City Attorney Ms. Syndi Runyon, Administrative Technician IV

Chairman Ezzell stated with the Committee's concurrence, Item 2 would be discussed first.

Item 2, being:

REVIEW OF THE SIGN CODE ORDINANCE.

Ms. Susan Connors, Director of Planning and Community Development, said the Committee had discussed allowing off-premise electronic billboard signs and asked Staff to draft an amendment to Chapter 18 of the Code of Ordinances. Chapter 18 currently prohibits signs that have "visible mechanical movement" or signs that offer the "optical illusion of movement." She said these types of signs did not exist when the Sign Code was adopted in 1979. She said Staff had met with Mr. Bill Hickman, Attorney representing Lamar Outdoor Sign Company, who had requested Norman's Sign Code be amended to allow digital billboards, digital on-premise signs, and non-conforming signs.

Ms. Connors said issues that need to be addressed as part of an amended Sign Code include brightness, operation, dwell time, animation, message/content, and enforcement.

Brightness: Digital signs utilize light emitting diodes (LEDs) to power their displays and signs must be very bright to compensate for the ambient light level during the daylight hours, which can make them too bright at night adding to their perceived distraction to drivers. If high levels of nighttime luminance are chosen, there is a higher likelihood of negative impacts such as glare, light trespass, complaints of excessive distraction, etc.

Chairman Ezzell asked what other City's standards of brightness were and Mr. Koscinski said they are all different. He said the brightness can become a serious issue for residential areas near business districts and the traveling public. Chairman Ezzell said, theoretically, Norman could have different standards for on-premise and off-premise and Mr. Koscinski agreed. Mr. Koscinski said enforcement can be difficult because the luminance of the billboards is different than the lumens of a regular light bulb. Mayor Rosenthal said the City should match regulations for brightness of billboard as closely as possible with the City's lighting ordinance. Chairman Ezzell asked it technology allows for simple adjustment of brightness and Mr. Koscinski said yes, and that is why enforcement becomes a more critical issue because billboards can be remotely controlled and if the City receives a complaint they need to be able to measure the brightness so the City would need to purchase a Luminance Meter.

Operation: Specific language should be included in the code to require signs to automatically reduce light levels at night based on photometric cells rather than a time clock. Language should also specify that a "fail safe" device be installed that either extinguishes the sign or freezes the display in one position if a malfunction occurs so the sign can not flash uncontrollably.

Dwell Time: Dwell time is the amount of time an individual message is displayed. Industry representatives suggest between six to eight seconds with two seconds to transition between displays. The Oklahoma Department of Transportation (ODOT) regulations for interstate billboards allow an eight second dwell time with four seconds to transition to another display. Research indicates anything that distracts a driver for more than two seconds can cause an increase in accidents; however, it has not been determined that billboards cause any more distraction than talking or texting on cell phones while driving.

Chairman Ezzell felt that ODOT has adopted a more generous dwell time standard and the City should follow their regulations. He also wanted to follow state and federal regulations on the use of animation on billboards and felt they should be static and Councilmember Gallagher felt animation should be severely limited. Chairman Ezzell asked if the real issue on animation was electing to allow animation on-premise but not off-premise. Mr. Koscinski said if the City writes a code that allows animation for on-premise, but not off-premise the City could be opening itself to litigation in the future and the most conservative regulation would be allow static only for on-premise and off-premise

Animation: ODOT allows electronic digital signs based on the premise that they are not "animated," but simply a series of "static" sign messages. That interpretation stems from a federal memorandum issued in 1996 that reinforced the prohibition against animated movement, but was premised upon the concept that changeable messages that were fixed for a reasonable time period do not constitute a "moving" sign. ODOT prohibits actual animation, including scrolling, traveling, flashing, spinning, rotating, fading, dissolving, or any other moving effects.

Message/Content: Norman's code prohibits using signs that imitate or purport to be official traffic signs, but the has not attempted to regulate specific details of any commercial message. Current and upcoming digital technology would allow personalized messages to be broadcast to individual drivers based on license plate identification, facial recognition software, or Global Positioning System (GPS) location.

Chairman Ezzell said message and content was far enough out into the future that it could be discussed when that technology becomes available. Mr. Koscinski said the technology is already being developed and the one that concerns him the most is facial recognition technology.

Enforcement: Like other light related issues, measurements for compliance must occur at night and the technology needed to be accurate is expensive. The Illinois article suggests a luminance meter to be the most effective tool and the cost is approximately $3,600.

Ms. Connors said Norman currently has 23 off-premise billboards located along I-35 and Mr. Hickman has requested that when signs are removed for a public project, the City should allow the sign to be converted to digital and moved to another location that is not zoned residential and has the distance requirements from residential properties.

Ms. Connors said Staff is asking the Committee for guidance on several topics which would become integral to the discussion of specific ordinance language including:

- As ODOT allows digital technology to be utilized for off-premise signs, should Norman's code be amended to specifically make provisions for such signs, with similar regulations as the State requirements?
- Should Norman's code be further broadened to allow individual businesses to utilize similar technology for their on-premise signs?
- The State prohibits "animation" for off-premise billboards. Does the Committee want to discuss the option for animation of on-premise signs if they can be suitably controlled to minimize impacts on the driving public and nearby residential uses?
- Does the Committee want to delegate the work of drafting actual ordinance language to a stakeholders group who can provide additional feedback with Staff's assistance?

Chairman Ezzell asked if non-conforming signs are the smaller pre-existing billboards located throughout the City and Mr. Doug Koscinski, Current Planning Manager, said yes, when Norman adopted the Sign Code in 1979, the City already had 20 or more billboards throughout the community. He said the City prohibited billboards along Highway 9, which is a scenic highway, but did allow them along major arterials. In 2001, due to some rather large billboards erected in the City that were perceived to be eye sores and/or nuisances, the code was amended to allow billboards only along the interstate. He said non-conforming signs cannot be replaced, expanded, or upgraded and Mr. Hickman would like the code changed so that if signs are removed for a public project, they can be relocated and upgraded to allow digital technology. Chairman Ezzell asked if Mr. Hickman indicated why he was limiting the request to the instance of a taking of a sign for a public project and Ms. Connors said it was because the sign would be non-conforming and the City does not currently allow relocation or upgrade of non-conforming signs. She said if the City allowed relocation of non-conforming signs, sign companies would start relocating signs throughout the City and she felt that Mr. Hickman was trying to be conscious of that. Chairman Ezzell said the non-conforming signs are smaller than highway billboards and asked if it would be possible to replace any relocated signs with larger signs. Ms. Connors said language would prohibit larger signs, but the Sign Code could be amended to allow digital upgrading.

Chairman Ezzell asked what an on-premise digital sign would look like and Ms. Connors said Sonic Restaurants use the digital signs in cities where they are allowed. She said the signs have some type of animation depicting products or specials. Councilmember Quinn said there has been a request from the School District to allow them to install animated signs in front of the some schools and Ms. Connors said the schools want to use scrolling message boards, which are classified as animated or movement signs currently prohibited.

Chairman Ezzell discussed broadening regulations to allow businesses to use similar technology for their on-premise signs. He said he wants businesses and commercial interests to have as much flexibility as is reasonable but he does not want Main Street to look like a Las Vegas strip. He asked how that would be controlled as far as size restriction, proximity to residential areas, brightness, etc., and Mr. Koscinski said that

would take more research. Ms. Connors said Tulsa, Oklahoma, has on-premise regulations and Staff would call the City of Tulsa to see how successful that has been.

Chairman Ezzell asked if language would cover conversion of existing on-premise signs and Ms. Connors said the City would not allow larger signs, but the sign face could be converted to digital.

Chairman Ezzell said he would like to move forward with the off-premise regulations and continue to investigate on-premise regulations. Chairman Ezzell said, as far as drafting the ordinance, he would like a collaborative drafting effort with people in the industry. Chairman Ezzell asked when a draft of off-premise regulations could be ready for a Study Session and Council agenda. Ms. Connors said discussions with the industry would take at least a month depending on their availability at this time of year. Mayor Rosenthal asked if the ordinance would have to be reviewed by the Planning Commission and Ms. Connors said yes, but it could be presented at a Study Session prior to Planning Commission review. Ms. Connors felt the ordinance could be ready for a Study Session in January 2012, and Mayor Rosenthal suggested inviting members of the Planning Commission to the Study Session.

Items submitted for record

1. Memorandum dated November 28, 2011, from Susan F. Connors, AICP, Director of Planning and Community Development, to Business and Community Affairs Committee, with Exhibit A, Chapter 18 of the Code of the City of Norman as amended through October 31, 2008; Exhibit B, Draft of Proposed Sign Ordinance Revision; Exhibit C, Article entitled, "Digital Billboards Today;" Exhibit D, Article entitled, "Digital Billboards, Distracted Drivers – Remember Burma Shave? Large electronic signs distract drivers in new ways", by Jerry Wachtel; Exhibit E, Article entitled, "Illinois Coalition for Responsible Outdoor Lighting – Digital Billboards: New Regulations for New Technology;" and Exhibit F, United States Sign Council – Model Code for Regulation of On-Premise Signs

Item 1, being:

CONTINUED DISCUSSION REGARDING THE CREATION OF A PUBLIC TRUST AUTHORITY TO FACILITATE ECONOMIC DEVELOPMENT AND OTHER ECONOMIC DEVELOPMENT TOOLS.

Mr. Jeff Bryant, City Attorney, said in August 2011, the Business and Community Affairs Committee (BCAC) discussed the creation of a public trust authority for economic development. In October 2011, the BCAC was presented with basic information on the formation of a public trust along with economic development tools. In November 2011, the BCAC was presented with a draft trust indenture for the Norman Economic Development Authority (EDA). At the time, issues were raised regarding language alternatives for a banking representative trustee, delegation of eminent domain to non-elected officials, and the Municipal governing body approving the eminent domain process.

Mr. Bryant suggested the banking representative trustee have strong ties to the banking industry with a minimum of 10 years experience in commercial transaction/lending, be employed as a bank officer, and/or be limited to Norman or Oklahoma banking experience. He said BCAC should also consider whether there would be conflict if the trustee's bank is involved in financial transactions with the EDA.

Mr. Bryant said there are existing safeguards for eminent domain issues. He said the trustees must be appointed by the governing body of the beneficiary, but there is no requirement that any of the trustees be elected officials and, by State law, public trusts are empowered to "acquire lands by use of eminent domain." He said the public trust can decide whether or not to acquire land for governmental use. He said it would be a policy issue to decide if acquiring the land would be a greater benefit to the project rather than the individual or property owner. He said it is not an easy decision, but can be remedied through the court process if the

property owner feels eminent domain process is not appropriate. He said another benefit of the court process is that both parties get protection on the value of the land being acquired. He said municipalities do not want to pay more than the value of the land and by the same token do not want the property owner to be paid less than the value of the land.

Mr. Bryant said the City recently obtained property on Robinson Street and none of the 53 parcels purchased were taken by eminent domain. Councilmember Spaulding asked if the dollar amount had been the deciding factor with property owners or if any had requested additional money. Mr. Bryant said, because the project was federally funded, relocation assistance could be provided and additional funds were distributed for relocation.

Mr. Bryant said the BCAC had discussed limiting the trustee's power of eminent domain by requiring approval by City Council. He said if there is debt financing involved in a project, the governing body must approve the debt financing. He said Council could add an eminent domain process in the trust indenture; however, it may negatively impact the EDA's ability to put together the project in a timely manner. He said it may also invite non-business related consideration to recommendations by the EDA.

Mr. Bryant introduced Mr. Marc Nuttle, Economic Development Legal Counselor, and said he is heavily involved in economic development trust authorities in Ardmore, Oklahoma. Mr. Nuttle said he has been exposed to public trusts around the country, not just Oklahoma. He said Ardmore is probably the most successful example in Oklahoma of how they manage and structure their authority under Oklahoma law. He said the primary reason for a public trust is cheap financing, but an overlooked effect of cheap financing is that municipalities can finance a larger sum of money from the same dedicated revenue stream, which affects the amount of money that can be raised.

Mr. Nuttle said the City of Norman needs to ensure the EDA is not a political entity. He said the board would be fatally flawed if it includes Councilmembers. He said board members are appointed by Council and should be trusted to do their job. He said the EDA will have a mission statement that is on track for making business decisions by qualified members. He said the board needs to be independent from Council. He said Ardmore has been successful because the authority is comprised of private sector people who have a capital background in finance such as accountants, lawyers, developers, etc., and is similar to a bank's board. He said, as far as eminent domain is concerned, it "usually" does not go to court because it is "usually" used on property that is undeveloped. He said Ardmore has not had trouble negotiating prices for land needed to be acquired for projects.

Chairman Ezzell asked if there has been successful deployment of consortium of public trusts such as working with the County to leverage opportunities with Cleveland County's existing industrial authority. Mr. Nuttle said he has not seen much in Oklahoma, but quite a bit on the east and west coasts.

Mr. Nuttle said Council needs to consider the EDA's mission statement and give the statement guidelines such as not supporting a project that does not generate jobs of a certain level or not support jobs without health benefits, etc. He said those businesses can request variances from City Council, but the City does not want an entity that will be opposed to the political process of the City Council. He said most trust authorities in Oklahoma are pretty general in their mission statements to create jobs and tax revenue.

Mr. Nuttle said the base of a public trust is all about secure, dedicated revenue streams. He said sometimes federal money can be used through the public trusts. Chairman Ezzell asked if Mr. Nuttle had seen anything in the Ardmore Trust agreement that he would change or modify and Mr. Nuttle said no, because if is very general and not a political entity. He said, in Ardmore, the development authority, City Manager, and City Council are all on the same page and the trust is similar to running a business. He said there are no disputes on east versus west, north versus south, and no one questions whether one part of town is getting more attention

than another part of town. He said the reason to keep the trust indenture general is to keep it on a business mission. He said you can bend economic rules, but you cannot distort them and City's have to compete for economic development. He said Ardmore is a single minded community on economic development and quality job creation. He said the more Council has to review the EDA actions, the less likely a deal will ever be done because developers have too many options with other cities and they will go to the point of least resistance.

Mayor Rosenthal asked how the Council can make sure there is no conflict with the Norman Economic Development Coalition (NEDC) or other entity and Mr. Nuttle said the EDA is a finance board and is not out chasing deals. He said it is more of a tool to help NEDC. Mr. Don Wood, Director of NEDC, agreed and said it is a tool the NEDC does not currently have and is a tool he can use to compete with other cities.

Mr. Bryant said Hitachi expanded through the Cleveland County's Trust Authority because Norman did not have a trust authority. Mr. Woods said developers go to the County authority because they are off the radar and if Norman makes their trust a Council trust authority, it will be on the radar and unworkable; however, if Norman makes the authority a private trust authority that is business oriented trying to put a deal together for the betterment of the community it will be very successful. Chairman Ezzell asked if that was because the County's trust authority is not political at all and Mr. Woods said yes. Councilmember Gallagher said if the City Council provides oversight of the EDA, how would Council avoid something politically motivated and asked if Mr. Nuttle if he has seen a similar problem and Mr. Nuttle said the problem is that it causes delays in the project. He said Council should have a mission statement that in five years Norman has the reputation of being able to get deals done. Mr. Anthony Francisco, Finance Director, said Council will have final authority on matters just like the Norman Municipal Authority, Norman Utilities Authority, and Norman Tax Increment Finance Authority so Council would have oversight. He said the overriding factor will be whether or not the project is a good business deal.

Chairman Ezzell said he would like to see a revised trust indenture that takes into account Mr. Nuttle's comments in regards to the governance of the trust and independence of the governing body.

Items submitted for record

1. PowerPoint presentation entitled, "Economic Development Trust, Business and Community Affairs Committee, dated December 1, 2011"

Item 3, being:

MISCELLANEOUS DISCUSSION.

None.

The meeting adjourned at 10:05 a.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

January 5, 2012

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 5th day of January, 2012, 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 Lockett, Quinn, Spaulding, and Chairman Ezzell
ABSENT:	None
OTHERS PRESENT:	Councilmember Roger Gallagher, Ward One Councilmember Tom Kovach, Ward Two Mr. Trey Bates, Hallbrooke Development Group Mr. Mark Campbell, interested citizen Ms. Maureen Hammond, Norman Economic Development Coalition Mr. Harold Heiple, Attorney Mr. Curtis McCarty, McCarty Construction Mr. Gene McKown, Ideal Homes Mr. Sean Rieger, Norman Builders Association Mr. John Woods, Chamber of Commerce Director
STAFF PRESENT:	Mr. Bob Christian, Permit Manager Ms. Susan Connors, Director of Planning and Community Development Mr. Ken Danner, Subdivision Manager Mr. Steve Lewis, City Manager Mr. Doug Koscinski, Current Planning Manager Ms. Kathryn Walker, Assistant City Attorney Ms. Syndi Runyon, Administrative Technician IV

Chairman Ezzell stated with the Committee's concurrence, Item 3 would be discussed first.

Item 3, being:

DISCUSSION REGARDING NORMAN'S CONCURRENT CONSTRUCTION POLICY IN RESIDENTIAL SUBDIVISIONS.

Chairman Ezzell said the City of Norman has a Concurrent Construction Policy for commercial and multi-family developments. Questions have been raised in regards to residential subdivision development, whether construction should be allowed to move forward after substantial completion of infrastructure and road improvements without waiting for final inspections and approval.

Mr. Ken Danner, Subdivision Manager, said Council asked Staff to review the current Concurrent Construction Policy and consider possible modifications to better coincide with policies in other Oklahoma metropolitan areas. He said, based upon research, Staff believes the current policy should be updated and improved and Staff will begin meetings with the development sector.

Some of the key issues to be addressed in the updated policy are allowing concurrent construction in residential subdivisions; reducing the current timeframe between substantial completion of public improvements and the filing of the final plat, including issuance of building permits; continuing reasonable requirements for financial security provided by developers; withholding Certificates of Occupancy for all single family homes until all public improvements have been completed and accepted by the City; retaining current high quality standards for design, construction, and warranty of all public improvements; and continuing the City's successful program of requiring detailed Storm Water Grading Plans for each subdivision prior to filing of the final plat.

Chairman Ezzell said the Oklahoma City (OKC) ordinance has a 110% bonding requirement and asked what OKC is bonding if the infrastructure improvements are already in place. Mr. Danner said OKC is bonding the entire project, even though all improvements are in place and Chairman Ezzell felt that was a bit backwards. Mr. Harold Heiple, Attorney, said developers should not have to bond the entire project if improvements are in place. He said if substantial infrastructure completion is done, the developer should be required to bond the remaining improvements and be allowed to file the final plat. He said developers cannot sell a lot until the final plat is filed and that process has been held up until all improvements are completed and accepted by the City; however, bonding the completion and allowing acceptance of the final plat will help developers sell the lots and move forward. Mr. Gene McKown, Ideal Homes, said the City of Norman's proposed requirements are fair and reasonable.

Chairman Ezzell asked when Staff could present the proposed amendments to Council and Mr. Steve Lewis, City Manager, said early February. Mr. Danner said typically, amendments would be approved by the Planning Commission prior to City Council approval. Mr. Heiple said there are a great deal of subdivision regulations that should not have to go to Planning Commission and if the City had an ordinance tomorrow that was ready to go to Council, it could be approved before the February Planning Commission meeting. He said these are the types of things that developers and City Staff are trying to identify that do not need to go before the Planning Commission. Chairman Ezzell said everyone seems to be on the same page going forward and felt the amendments should be reviewed by Council at a Study Session as soon as possible and Councilmembers agreed.

Items submitted for record

1. Memorandum dated January 4, 2012, from Shawn O'Leary, Director of Public Works, to Councilmember Hal Ezzell, Chairman, Council Business and Community Affairs Committee

Item 1, being:

CONTINUED DISCUSSION REGARDING THE CREATION OF A PUBLIC TRUST AUTHORITY TO FACILITATE ECONOMIC DEVELOPMENT AND OTHER ECONOMIC DEVELOPMENT TOOLS.

Chairman Ezzell postponed discussion to the February 2, 2012, meeting.

Item 2, being:

STAFF UPDATE ON THE REVIEW OF THE 2009 INTERNATIONAL RESIDENTIAL CODE AS ADOPTED BY THE STATE OF OKLAHOMA.

Ms. Susan Connors, Director of Planning and Community Development, said a couple of years ago, the State of Oklahoma created the Oklahoma Uniform Building Code Commission (UBC) and instituted a $4 fee on every building permit issued in order to fund that Commission. She said the UBC was created to review the 2009 International Residential Code (IRC) and prepare the document for State approval. She said the Code

was approved and went into effect July 15, 2011, and is now the minimum building code for all residential construction in the State.

Ms. Connors said Development Division Staff has progressively reviewed the Code since January 2011, and has had two inspectors on the Technical Review Committee (TRC), which was formed by the UBC as part of the State's adoption process to discuss the implication of the 2009 IRC changes, state amendments, and local amendments that may be needed. She said the City is now ready to begin the formal process for adoption of this Code with local amendments and Staff has prepared a draft of proposed amendments.

She said Staff will continue the Code review and public information process to include a series of meetings with members of the Builders Association of South Central Oklahoma (BASCO) and the City's Board of Adjustment members in January 2012. The 2009 IRC and proposed amendments are tentatively scheduled for adoption by City Council in March 2012.

Ms. Connors highlighted the State's changes and Chairman Ezzell asked what Staff thought the most notable changes were. Mr. Bob Christian, Permit Manager, said as a broad overview, there were approximately 160 significant changes, most being technical or administrative issues. He said several requirements have costs associated with them that include new electrical convenience receptacles being tamper resistant; 120 volt outlets protected with arc fault protection devices; high efficency light bulbs required in 50% of new light fixtures; water resistive barrier required on all exterior walls; carbon monoxide detectors required in new homes unless the home is total electric; and townhomes be equipped with fire protection sprinkler systems.

Councilmember Kovach asked if prescriptive requirements for structural wall bracing refers to hurricane ties and Mr. Christian said it deals more with the actual wall system itself. He said when a house is under construction builders will use chipboard, plywood, or some type of sheathing material and the building codes have tried to address those issues primarily from a standpoint of wind and seismic concerns. He said this particular Code has changed some of the prescriptive requirements that allow a mix of materials and addresses short wall stability issues. He said the University of Oklahoma (OU), through their Pier Structure Lab, has done specific testing of homes in Norman that has been beneficial to wall bracing requirements. He said although hurricane ties are not addressed specifically, the code continues to require a truss root system to be tied to the framework through what is commonly referred to as a hurricane clip. He said it also seeks to address, more concisely, the continuation of the load path from the roof to the foundation system.

Chairman Ezzell asked if the City is proposing any changes above what the State is requiring and, if so, what are the substantive differences. Mr. Christian said the greatest changes include the exterior wall fire resistant rating element, which is more understandable to builders than what the IRC provides; the addition of the tie between the foundation wall and building concrete footing with reinforcing steel; a requirement for a specified number of electrical outlets on a specific type of branch circuit and the IRC gives the ability to exceed the limitations the City has found historically to be prudent; and the amendments exclude the use of aluminum material for circuit conductors inside a structure. He said technical specifications limit the length and dimensions of unprotected electrical conductors that can be extended inside the structure and dimensions of electrical equipment enclosures.

Councilmember Gallagher asked if the use of 100-watt bulbs would be eliminated and Mr. Christian said that has been discussed by the IRC, but was not exclusive to the high efficiency light bulb requirement.

Councilmember Gallagher asked if there is a wind limit to structural wall bracing and Mr. Christian said yes, and the mixing of materials should address that.

Item 2, continued:

Councilmember Gallagher asked if the new regulations would apply to remodeling or new construction only and Mr. Christian said, generally, in residential and one and two family construction, the existing component will remain as is; however, there are requirements to upgrade smoke detectors and there is a potential requirement to install carbon monoxide detectors that will extend to remodels. He said these requirements have been demonstrated to save lives, but they have also been demonstrated to increase the costs of additions to existing homes.

Mr. Christian said Staff surveyed Oklahoma City, Moore, and Edmond and found they are on a similar path with adoption cycles and proposed local amendments for their jurisdictions and Staff will compare notes.

Chairman Ezzell asked when the amendments would be ready for a Council Study Session and Ms. Connors said late February, with the adoption process in March.

Items submitted for record

1. Memorandum dated January 5, 2012, from Susan F. Connors, AICP, Director of Planning and Community Development, to Business and Community Affairs Committee, with Exhibit 1, draft ordinance
2. Notable changes associated with the 2009 International Residential Code

Item 4, being:

MISCELLANEOUS DISCUSSION.

Chairman Ezzell said he would like to add discussion regarding the Northside Waste Water Treatment Plant (NSWWTP) to the February meeting agenda. He said the NSWWTP is an issue that has been extensively discussed, extensively studied, and it is still the recommendation of the Wastewater Oversight Committee (WWOC) that it go forward. He said the WWOC has been raising concerns that this item is not going forward in a timely manner and construction costs are going up. He said the Corps of Engineers (COE) had some problems with the span on the Little River, but the City of Moore's WWTP sits in the entire basin so he thinks that is just a design issue rather than a permanent barrier and he would like to know the status on that as well as what Staff thinks building costs would be. He said he does not want the City to inadvertently do something in regards to dedication of funds that really need to be spent on a north side solution when discussing modifications for the south plant. He said there have been well developed technical discussions on a one plant vs. two plant scenario and multiple Council elections, and that it is time to open up discussion and have a refresher course as to where we are on this issue, do we need to move forward, how do we need to move forward, and do we need to start talking about a timeframe for moving forward.

The meeting adjourned at 9:30 a.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

February 2, 2012

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 2nd day of February 2012, 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 Lockett, Quinn, Spaulding, and Chairman Ezzell
ABSENT:	None
OTHERS PRESENT:	Councilmember Carol Dillingham, Ward Four Councilmember Roger Gallagher, Ward One Councilmember Tom Kovach, Ward Two Mayor Cindy Rosenthal Mr. Roger Brown, Norman Public Schools Mr. Frank Gophold, Architect for University North Park Tax Increment District Developer Mr. Brad Goodman, University North Park Tax Increment District Developer Mr. Bob Goins, Architectural Review Board Member Ms. Joy Hampton, The Norman Transcript Mr. Dale Hickman, Attorney Mr. Rick McKinney, Architectural Review Board Member Mr. Mike Mormon, Architectural Review Board Member Mr. Sean Rieger, Norman Builders Association Mr. Tony Tyler, Tyler Outdoor Signs Mr. Don Wood, Norman Economic Development Coalition Executive Director Mr. John Woods, Chamber of Commerce Director
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Director of Planning and Community Development Mr. Ken Danner, Subdivision Manager Mr. Anthony Francisco, Director of Finance Mr. Steve Lewis, City Manager Mr. Ken Komiske, Director of Utilities Mr. Doug Koscinski, Current Planning Manager Mr. Shawn O'Leary, Director of Public Works Mr. Wayne Stenis, Planner II Ms. Kathryn Walker, Assistant City Attorney Ms. Syndi Runyon, Administrative Technician IV

Chairman Ezzell stated with the Committee's concurrence, Item 3 would be discussed first.

Item 3, being:

DISCUSSION REGARDING POSSIBLE AMENDMENTS TO THE SIGN CODE FOR OFF-PREMISE SIGNS (ELECTRONIC SIGNS ON I-35)

Ms. Susan Connors, Director of Planning and Community Development, said staff prepared an amendment to Section 18-601 of the Sign Code to allow off-premise digital signs. She said staff had also met with members of the sign industry, Mr. Bill Hickman, Attorney, and Mr. Tony Tyler, Tyler Outdoor Signs, who suggested additional changes. She said Mr. Hickman proposed that owners of non-conforming billboards located anywhere in the community be allowed to convert those signs to digital. She said there are 15 billboards along the interstate and all of them are non-conforming because of distance separation. She said off-premise signs are required to be 1,000 feet apart and many of them are 600 feet apart. She said the Sign Code has certain conditions that need to be met in order to update non-conforming signs. She said changes would have to be made to the non-conforming section of the Sign Code to allow the existing non-conforming signs to be changed to digital.

Chairman Ezzell asked if off-premise sign discussion was related to variance only and Mr. Jeff Bryant, City Attorney, said proposed Sign Code criteria focuses more on color and copy of digital signs, not structure or size. He said if billboards were replaced with digital signs, the structure of the sign would have to be changed, which is not consistent with the current code. He said that section of the Sign Code would have to be amended or Council could decide if they want non-conforming signs to be upgraded to digital. He said the whole idea of non-conforming signs is to allow the sign company to recoup their investment until it gets to the point that the sign is deteriorated or the company has recouped their investment then remove the non-conforming sign. He said the City would need to amend the section so it is not focused on color and copy only, but structural changes as well that would still allow the sign to be non-conforming.

Chairman Ezzell asked about the status of discussions of on-premise signs and Ms. Connors said the Business and Community Affairs Committee had asked staff to focus solely on off-premise signs for this meeting. She said there has been no discussion with the industry regarding on-premise signs.

Chairman Ezzell said it seemed that, along I-35, the principle non-conformity issue is distance and Ms. Connors agreed. She said there is one sign that is located in an agricultural zoned area and new billboards are only allowed in industrial or commercial zoned areas, but that sign was grandfathered in. She said there are four very old existing signs that were grandfathered in.

Chairman Ezzell asked if staff had concerns regarding the proposed changes to allow conversion and Ms. Connors said no, but there would need to be additional Sign Code amendments. Chairman Ezzell asked what the next step should be and Ms. Connors said the proposed amendments would be forwarded to the Planning Commission then to City Council for approval. Chairman Ezzell instructed staff to move forward.

Mr. Tony Tyler, Tyler Outdoor Sign Company, asked if the Sign Ordinance could be placed on the next Committee agenda as the public had not seen the language moving forward to the Planning Commission. Mr. Roger Brown, Norman Public Schools, said he is interested in discussing digital signs being allowed on school property. Chairman Ezzell said that would be an on-premise sign issue and the Sign Ordinance going to the Planning Commission is for proposed amendments to off-premise signs. He asked that discussion regarding on-premise signs be placed on the next agenda. He said off-premise signs on I-35 should continue to move forward. He said the proposed amendments for off-premise signs will be reviewed by the Planning Commission in March then move onto a Council Study Session prior to being placed on the Council agenda for approval. He said there is still opportunity for continued input while keeping the proposed amendments on track to be approved.

Item 3, continued:

Items submitted for record

1. Memorandum dated January 26, 2012, from Doug Koscinski, AICP, Manager, Current Planning Division, via Susan Connors, AICP, Director of Planning and Community Development, to Business and Community Affairs Committee
2. Memorandum dated January 30, 2012, from Susan Connors, AICP, Director of Planning and Community Development, to Business and Community Affairs Committee

Item 2, being:

PRESENTATION FROM THE UNIVERSITY NORTH PARK ARCHITECTURAL REVIEW BOARD REGARDING IMPLEMENTATION OF THE DESIGN STANDARDS.

Ms. Kathryn Walker, Assistant City Attorney, introduced members of the University North Park Architectural Review Board (UNPARB) and provided a brief background of the board creation. She said the UNP area was approved by City Council as a Planned Unit Development (PUD) in 2002. The PUD narrative called for an Architectural Review Committee (ARB) to be created and was amended in August and December 2006. Criteria recognized the creation of the ARB was to review for development in the University North Park Tax Increment Finance District (UNPTIF). In the PUD ordinance, the ARB was given control over design and materials and final authority regarding exterior colors. She said the ARB meets regularly to review plats, which is a detailed review.

Mr. Rick McKinney, ARB Member, highlighted the ARB's background and history. He said board members were appointed in 2003 and were involved in the initial selection of the developer and have been intimately involved in the process for the past nine years. He distributed pictures of existing structures in the UNPTIF as well as pending projects including Alliance Bank and North Park Shops II, which will include Chipotle Restaurant and Starbucks.

Mr. McKinney said development has accelerated in the last 18 months and the ARB has begun to meet every two weeks. He said everything goes through Mr. Frank Gophold, Architect for the Developer, who then distributes the plans to the architects. He said the architects have a set of guidelines on what is to be distributed to the ARB for review. He said once in a while the ARB will get initial preliminary concepts that may be rejected multiple times before a final plan is accepted. He said when Embassy Suite's plans were reviewed, the board rejected the plans four times and encouraged the architect to rotate the site plan 90 degrees to place the conference center nearer to the bulk of the parking and the hotel entrance to the front, closer to the interstate. Mr. McKinney said every plan is reviewed a minimum of three times and those reviews include lighting; landscaping; graphics; pedestrian circulation; American with Disabilities Act (ADA) access; signage on the buildings; exposure of vertical elements to the interstate; materials; heights within the parapet; vehicular circulation; and parking.

Chairman Ezzell said the ARB seems to be the backstop and everything is reviewed by the board. He said he understands and appreciates the competing pressures the ARB is under for maximum design aesthetics and appearance versus the developer wanting the most cost efficient savings for their project. He said one question commonly asked of Council is why the Academy Sports building does not have the same architectural standards as the Target building. Mr. McKinney said the ARB is unified in feeling the development should have some variety with similar materials, but not all buildings be red brick. He said the ARB reviewed four elevation markups when Academy showed interest in building in the UNPTIF. He said Academy's first renderings had red and blue racing stripes all around their building and the ARB rejected the plan. He said Academy settled for a red and blue accent on the front of their building. He said the ARB made Academy add brick to the sides of the building and screen walls on the back delivery areas. He said, at that time, Academy was sending everything electronically and the ARB approved the electronic images; however, and the materials approved did not look as white as the color actually turned out to be. He said Academy is noticeable because it is isolated from the other buildings so there is not context around it, no buffers, no smaller shops, etc., so it makes the building seem larger and whiter.

Item 2, continued:

Chairman Ezzell said 99% of the community is never going to understand and appreciate the amount of work the ARB puts into the project. He said the concerns and criticisms received by Council is the development does not look like it should. He said most people would say the development is being built significantly under the promised expectations when it first came to Council. He said the project does not look anything like the renderings at that time as far as design aesthetics and components. He said every new development seems to have less in design standards and appearance than the one that came before it. He said everyone believes that each building should look like the Target building and operate under the assumption that the only reason it is not is because of cost. He said Council is receiving pressure to take over responsibilities of the ARB or to create a Zoning Overlay District (ZOD) that will in essence, force the standards that meet the expectations that have been created. He said, personally, he did not think the Academy development is up to par from a design standpoint of the promised expectations that were built and created surrounding it. He asked the ARB what assistance the Council could give them. He asked if it would be helpful or hurtful to create a ZOD where the ARB could tell developers that the ARB's hands are tied on design standards.

Mr. McKinney said he has heard, "We are not getting what we were promised," so many times. He asked what that meant because the buildings that are there comply with materials, shapes, forms, canopies, etc. Councilmember Gallagher said variety is great, but the idea of uniformity means upgrade or above the normal and asked how to marry variety with an upgraded style. He said people complain the development on the east side looks like any other shopping center, very normal, and was expected to be something superior. Mr. McKinney said beauty is in the eye of the beholder and everyone in the room would have a different opinion of what is attractive or cohesive. He said the ARB has worked hard to use guidelines to direct their decisions and the guidelines allow the ARB latitude to blend different shapes and materials. He said he did not see a problem or conflict with variety. He said Embassy Suites is a very contemporary building and the ARB encouraged the developer to add brick stair towers on the sides and Target is contemporary with traditional materials of diamond brick pattern. He said the North Park Shops II will have contemporary design and add brick with diamond patterns. He said a bank is coming on board that will have granite veneer and the ARB supports those designs. He said the Life Style Center has morphed into a Village Center and will be extremely scrutinized as it is developed because the ARB is looking to entice national tenants of a higher quality.

Councilmember Kovach said he did not believe beauty is in the eye of the beholder. He said there are measurable, quantifiable elements to aesthetics. He said Council was shown renderings before the project was approved that look very different than what is taking shape. He said there are no arches and there had been more brick work in the drawings. He said the University of Oklahoma (OU) has a style to their buildings that is varying, but have a certain level of aesthetic quality. He said OU has achieved a blending of styles that is not seen in the UNPTIF. He said business owners have contacted him and said, "Please do not let them degrade the east side of the development anymore." He said they feel there is a diminishing level of architectural quality going into the very area where the highest end development will eventually go. He said the ARB is paid by the developer and one of the developer's architects is on the board and asked how the ARB balances the pressure when the public is expecting something they are not getting. Mr. McKinney said the board members were appointed by the OU Foundation and, to date, have been funded by the OU Foundation, but the developer on the board has never caused any conflict or made a difference in the board's opinion. He feels there has not been a conflict of interest. He said having a developer on the board is one of the Foundation's prerogatives, but the ARB treats every project the same no matter who the developer may be. Mr. McKinney said for two years there was no activity in the UNPTIF and the developer was anxious to get something started and brought projects to the ARB that were lesser quality than what council feels is in the development now and the ARB rejected them.

Chairman Ezzell said everyone has the upmost respect for the individual members of the ARB and their qualifications, but he has heard speculation that they may be too nice. He asked again if a ZOD would be beneficial and what the pros and cons would be that clearly define Council's expectations from a design standpoint. Mr. McKinney said the set of guidelines drafted by Mr. Frank Gophold, Architect for the Developer, and the development team are very comprehensive, but there are some small details that could be tightened. He said if a standard is not written in the guidelines it is hard to push developers in that direction. He said the guideline compares to any guideline he has ever worked with and felt it is not deficient, is not biased to the developer, and establishes a quality that incoming architects and designers feel to be a benchmark, and developers challenge those standards. He said Chuy's Restaurant came in with a design, but refused to acknowledge design standards required near the future park site so they were rejected. He said he did not believe a ZOD is necessary. He said he would like to hear a mandate from the Business and Community Affairs Committee on what the ARB should be doing. He said the ARB will listen and incorporate that into what they do, but felt that nothing could be better than the guidelines already in use. He said, in his opinion, a ZOD would be another layer of protection and control that he does not believe is necessary.

Chairman Ezzell felt that everything should look like Target or close to it. He asked how much trouble it would it be for the ARB to bring forth a couple ideas on what needs to be tightened in the guidelines. Mr. McKinney said the design elements for canopies is not covered in detail and the ARB is working with Mr. Gophold to draft a tighter standard to become part of the guidelines. He said the ARB has also added tighter criteria for signage on the back of the buildings, but by and large the guidelines cover the allowable materials, expectations of the parapet heights, variations in the walls.

Mr. McKinney said retail is a challenge and most retailers want to lease a rectangular box. He said if it has an L shape, it creates problems for the retailer in merchandising. He said the ARB challenges retailers to not send a box design. He said the ARB asks for variation, higher walls, projections for shadow lines, material changes, landscaping, etc. He said there are diagrams in the guidelines that give the ARB fuel to comment on those designs.

Chairman Ezzell asked if there is anything the ARB feels they need to do differently as they move forward in the process. Mr. McKinney said the public could be better informed about what the ARB does, how they go about doing it, what the guidelines are, etc. He said he thinks everyone in town has an opinion or an impression of what they were promised, what they expected, and what the guidelines are. He said he takes issue with all buildings looking like Target as he does not think that is the right approach.

Councilmember Dillingham said there is a public expectation that the development should resemble Target more, that it should have a university vibe, and use more brick. She said she tries to educate constituents that trees only grow as fast as they grow because one of the things constituents constantly comment on is the level of landscaping. She said Council was shown diagrams with enhanced pockets of landscaping that included public seating areas or those types of amenities that are not yet created largely because the project has not reached the Life Style Center area stage of development. She said the Life Style Center was to be the spectacular piece and for the most part the ARB is trying to maintain a cohesive feel, but may be scaling down on some of the added architectural features. She said height dimensions are missing, which is a huge architectural element and the development needs more of that. She said it does cost more money and some developers will say no, but that is the risk taken if a ZOD is created as well. She said she would be leery of Council being the arbiters, but Council does need to be conscious of public expectations that buildings should more resemble Target, have enhanced landscaping with public amenities like seating areas, a water feature, and differentiation in architectural features.

Mayor Rosenthal agreed with Councilmember Dillingham that part of the problem is public expectation. She said she is not qualified to substitute her judgment or the contents of the design guidelines implemented by professional architects and designers who have the ability that Council does not. She said she would encourage the ARB to come forward with any of the tweaks that Council can help by adding their

Item 2, continued:

support. She said, unfortunately, the City remains with the expectation that the UNPTIF will suddenly resemble Utica Square and Utica Square is a mature project that has been in existence for 35 years, which is not the case here. She said the UNPTIF is a build-out over time project and part of the problem with Academy is that it is by itself and is an unfinished work. She said it is important for the Committee to affirm what the ARB is doing and it is unfortunate that it has been suggested that the ARB is not independent. She said she had the opportunity to walk through one of the projects with the ARB and get an appreciation of what the process is like. She said they are operating in the best interests of the community in the work they are doing. She did not think a ZOD was the way to go and the City has been working on other parts of the planning and zoning process to make sure things move smoothly and to add another layer of regulation over a book that is already comprehensive is not in the community's best interest. She did feel the City could do more to educate the public about the development, but said developers should be encouraged to add gates, amenities, and place making elements now rather than at the end because those types of things will go a long way toward completing the picture.

Mr. Bob Goins, ARB member, said he could not agree more and asked how that should take place. He asked if the Council sees that as the ARB's responsibility to work with the developer or should these directions come from Council. Chairman Ezzell said he agrees with much of what the Mayor said and although, he was not concerned about the ARB's independence, he was concerned about the pressure the ARB is under to balance the economics versus the aesthetics. He said if the project does not get some of the elements discussed within a reasonable time span, meaning as soon as possible, Council will have no choice but to look at creating a ZOD. He said it is not the Council's preference, but Council is trying to illustrate where this will lead if the project does not get the improvements. He agreed it is not the ARB's responsibility to do that specifically. He said Council is trying to make suggestions about what Council thinks needs to be done a little bit better and what needs to be accelerated in the process. He said the reality is that Council is the one ultimately responsible for everything related to that project.

Mr. Goins said the word "expectations" has come up quite a bit in the conversation and most of those expectations seem to be largely in reference to the design. He said he gets a lot of questions about the quality of the stores. He said design is critical, but there are issues other than design. He said the ARB has been very sensitive to the expectations for the level of stores. He said he also has questions about where the park and a more efficient interstate are that were promised. He said those things would greatly enhance the development if they could be moved along. Chairman Ezzell agreed and said that is where Council is heading. He said Council knows they cannot impact the issue of retail stores as that is dictated by the mark of economics, population per capita, disposable income, etc. He said Council is not focused on who the tenants are. He said Council is focused on things they can control such as what the project looks like and the public benefits located in the project. He said that is where Council has opportunities to make a spectacular effect and hopes that is the message delivered today.

Mr. Brad Goodman, representing the developer, assured the Committee the developer has not forgotten any of the amenities, but were put on hold because of the economy. He said the ARB has worked through issues with the tenants in spite of the economy. He said when a tenant comes to the ARB to discuss building in Norman then discovers how much it will cost to design and build, they say they can build in Moore for half of what Norman is charging. He said the developer has put some things on hold, but plans to move forward when the economy gets better. Chairman Ezzell said now is time to reopen that dialogue.

Councilmember Quinn felt that Mr. Goins brought up a good point about the park and he believes that needs to get going and said that is something the Council will focus attention on for the positive side of the development rather than looking for the negative. He said the fact that Academy came in when the economy was bottomed out, shows the positive things going on in the development. He said he would like to see a list of the things the ARB would like Council to support.

Item 2, continued:

Mr. McKinney said the ARB uses a Life Style Center guideline, which is different than a Convenience Center guideline. He said everything in the development today, other than the hotels, is a Convenience Center and that is why there are discount shops, Target, etc., but within the Convenience Center there are sidewalks with inlaid pavers in a grid pattern, cast iron powder coated benches, and waste receptacles. There are seating areas along these patterned concrete sidewalks with historic lamp posts. He said the ARB has required that of every developer. He said when the ARB ramps up to the increased design guideline for the Village Center, these amenities will be enhanced and increased. He agreed the park will be the generator of spectacular because the park will be spectacular and when the park is built, he believes it will generate the entire corridor to be the spectacular that everyone has been promised.

Mr. John Woods, Norman Executive Director of the Norman Chamber of Commerce, said he was happy the ARB held Chuy's Restaurant to the standards of their guidelines. He said if the ARB continues to do that with every development, that is not a bad thing in the sense that Chuy's is still coming to the community in another location. He said everything new in Norman is not going to go into just one area so it is good to have high standards and the Chamber encourages that. Mr. McKinney said Chuy's Restaurant in Texas looks like an added on hacienda with Christmas lights strung and the ARB liked that retail festivity near the park, but Chuy's refused to recognize and respect a $5 million park. He said everyone's vision is that there would be restaurants with outdoor patios and wrought iron fences and people could walk around the lake, but instead Chuy's wanted the backdoor to their kitchen and dumpster right next to the park. He said the ARB asked them to flip their floor plan, but they refused. Mr. Goodman said they would not change their floor plan because they wanted interstate visibility, not a park relationship, and the ARB is not particularly interested in interstate visibility. The ARB wants the project to look good from the interstate but is not interested in pulling people in from the interstate. Mr. McKinney said Chuy's is a regional chain and as the project brings in the higher quality tenants, the pressure that will come against the ARB, the developer, and the City trying to stretch the rules will increase and the ARB is prepared for that.

Item 1, being:

CONTINUED DISCUSSION REGARDING THE CREATION OF A PUBLIC TRUST AUTHORITY TO FACILITATE ECONOMIC DEVELOPMENT AND OTHER ECONOMIC DEVELOPMENT TOOLS.

Ms. Walker said on December 1, 2011, Mr. Mark Nuttle, Economic Development Legal Counsel, spoke to the Committee about what he thought were important issues for a successful Economic Development Trust and staff was told to incorporate those changes into the trust document. She said the main change was made to the makeup of the Public Trust Authority (PTA) Board of Trustees. She said there would be five trustees all appointed by a majority vote of City Council. Three of them would be nominated by the Mayor, one representative would be nominated by the Norman Economic Development Coalition (NEDC), and one representative would be nominated by the Norman Chamber of Commerce and all would need to be approved by Council. She said the three that would be nominated by Council would be required to have expertise in finance, accounting, legal issues, or banking.

Councilmember Gallagher said he has concerns about the qualifications for the trustees. He said there needs to be more discussion on the makeup of the Trust and feels not having a Councilmember appointed is a big mistake. He said Council will be responsible to the public for the Trust and for Council not to have any control over the board is a mistake. He said Council would be giving a private entity the ability to use public funds with little or no control. Chairman Ezzell agreed there needs to be more discussion and with the concept of Council having board representation. He said it is important for someone with Council's perspective to be involved in the discussions as long as it does not dominate or control the board. He said there could be two Councilmembers to a seven member board. He said further discussion of this item will be tabled to the next meeting.

Item 1, continued:

Chairman Ezzell said as the process moves forward and a trust agreement is finalized and submitted for Council's approval, it is only the first step in creating the tools in the tool box. The second step will be determining how the group is going to become a meaningful participant in discussions and activities. He said an unfunded trust authority does not have much ability to do anything, but getting the trust authority created and in place is an important step.

Items submitted for record

1. Memorandum dated December 28, 2011, from Kathryn L. Walker, Assistant City Attorney, through Jeff H. Bryant, City Attorney, to Members of the Business and Community Affairs Committee

Item 4, being:

MISCELLANEOUS DISCUSSION.

None

The meeting adjourned at 10:07 a.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

March 1, 2012

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 1st day of March 2012, 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 Lockett, Quinn, Spaulding, and Chairman Ezzell
ABSENT:	None
OTHERS PRESENT:	Ms. Jacy Crosbie, Ward Six Council Candidate Councilmember Roger Gallagher, Ward One Councilmember Tom Kovach, Ward Two Mr. Jesse Bryant, University of Oklahoma (OU) Student Mr. Hunder Healy, University of Oklahoma (OU) Student Mr. Bill Hickman, Attorney Mr. Tony Tyler, Tyler Outdoor Signs Mr. Don Wood, Norman Economic Development Coalition Executive Director Mr. John Woods, Chamber of Commerce Director
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Director of Planning and Community Development Mr. Steve Lewis, City Manager Mr. Doug Koscinski, Current Planning Manager Mr. Shawn O'Leary, Director of Public Works Ms. Kathryn Walker, Assistant City Attorney Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

CONTINUED DISCUSSION REGARDING THE CREATION OF A PUBLIC TRUST AUTHORITY TO FACILITATE ECONOMIC DEVELOPMENT AND OTHER ECONOMIC DEVELOPMENT TOOLS.

Chairman Ezzell said the Business and Community Affairs Committee (BCA) has been working on a proposed Public Trust Authority (PTA) to facilitate economic development and other economic development tools for several months. He said discussions have come down to two outstanding issues consisting of City Council representation on the PTA Board and eminent domain. He said his proposed solutions are to appoint two ex-officio Councilmembers (non-voting members) to the current proposed five member trust and adding language that all eminent domain issues must be approved by a majority vote of the City Council, which would be five votes to pass. He felt it would be unusual for a Councilmember to vote twice, once as a member of the Board of Trustees and again as a member of City Council and that is why he is suggesting ex-officio members. He said on the eminent domain issue he added language in Article VIII. Powers and Duties of Trustees.

Councilmember Kovach said the State wants cities to file their trust audit's with the State Auditor's Office to be placed on the State's website and asked if the City has done that with their other trusts. Mr. Jeff Bryant, City Attorney, said it was a suggestion from the State that public trust's file their final audits with the State Auditor's Office and he would have to check with the Finance Department to see if that has been done, but did not feel that would be a problem. Councilmember Kovach said he would like to see the City of Norman begin that procedure.

Councilmember Lockett said she did not like the idea of giving so much authority to any group and felt there were very few limitations in the trust document. She said the language from Chairman Ezzell regarding eminent domain helps, but felt Council had very little control. Chairman Ezzell said any action the PTA takes must be approved by City Council and the PTA cannot independently authorize debt. He said the Council is simply creating a body that will be specialized in its mission, but cannot act without Council approval. He said if the City of Norman wants to be competitive in the world of business development, this is a step that must be taken.

Councilmember Lockett said she was worried about a recent eminent domain case, KELO versus the City of New London, Connecticut, that sent a red flag to cities and she did not know if language was included in the trust that would prevent the City of Norman from getting into a similar situation. Mr. Bryant said KELO was a case in which the Supreme Court approved the use of eminent domain and, in that circumstance, was used strictly for economic development. He said there was a some nationwide backlash with the belief that the ruling was overreaching, but the Supreme Court ruled it was within the law. He said part of the idea of the language proposed by Chairman Ezzell was to give elected officials the final say on whether or not to use eminent domain for economic development circumstances.

Councilmember Kovach asked how Norman having its own local PTA would fit into the growing trend of regionalizing trusts and asked if Norman's trust could work with regional trusts. Chairman Ezzell said when cities get into large projects, trusts give them the ability to participate and multiple trust authority's can participate. Mr. Don Wood, Executive Director of the Norman Economic Development Coalition (NEDC), said "regional" is a marketing term and when a project gets into local, site specific issues some of the regional issues go away, but the project can still be marketed as regional because the business will most likely attract business to the Oklahoma City metro area and the events that take place there. He said trust authorities are expensive and sometimes bank loans can be cheaper to obtain, but a PTA would give the City of Norman more tools in their toolbox and more options to incoming businesses. Councilmember Kovach asked if a trust could benefit smaller businesses and Mr. Wood said, because of the costs of doing a project through a trust authority, the project would have to a large one. Chairman Ezzell said NEDC would help smaller businesses. Councilmember Quinn said the trust would position the City for future projects to be competitive, but Council would still have oversight. Councilmember Kovach felt that if the City does not create a PTA it takes the chance of losing businesses that could make use of a PTA.

Councilmember Gallagher said the boundaries for a majority vote of City Council is five votes and said five votes swings a lot of things. He said the majority of Council turns down very few proposals that come before them, some of which have been questionable in his opinion. He said eminent domain should the last possible resort and when that happens, public good should be construed to be something vast. He said he would like to see seven as the super majority vote for eminent domain. He was also concerned about five people having control of public money. Chairman Ezzell said anyone can be elected to the City Council and they do not have to have any unique experience, background, training, or ability in the realm of issues the PTA will be overseeing. He said the PTA has specific requirements as to who can be a trustee in regards to educational and professional background. He said Council's plate is already too full so there would be nine people who are already busy with no educational or professional experience that gives them the ability to be a trustee. He felt Council cannot, as a group, effectively run the trust. He said although it is theoretically possible, it is not probable. He said saying a private entity is handling public money is not accurate as the elected representatives will have the final decision. He understands the caution regarding Council approving issues with five votes in regards to eminent domain, but majority and super majority vote issues are dictated by Charter. Councilmember Spaulding said he also liked the idea of requiring a super majority vote of seven for eminent domain.

Councilmember Spaulding said he was concerned about conflict of interest regarding trustees and possible projects. He asked what would happen in a situation where a bank representative is a trustee and his/her bank is a possible applicant in a loan. Chairman Ezzell said the City's Conflict of Interest Policy would control that and the trustee would need to abstain. Councilmember Gallagher asked that language be placed in the trust to make conflict of interest issues clear. Chairman Ezzell asked Staff to include language that trustees are governed by the City's Conflict of Interest Policy.

Chairman Ezzell said he would be comfortable with eminent domain requiring seven votes; however, that would require a Charter amendment. He said he has not voted on an eminent domain item since being seated on Council and the City has acquired a lot of property in that time span. He asked Mr. Bryant how many eminent domain cases the City has had and Mr. Bryant said there were a couple of properties that had issues for the Robinson Street Underpass Project; however, they eventually made a settlement without using eminent domain or going to Court. He said eminent domain is a process to make sure there is fair compensation for the land that is being acquired. He said there can be a question as to whether it is a proper subject for condemnation, but the City has never had a case go to the Court system. He said the City has never had a case where it asserted eminent domain strictly for economic development.

Mr. Bryant said the purpose of the PTA is to get a group of trustees that are specific to economic development and can evaluate deals on a business basis. He said the PTA would then bring that forward to Council if there is a need for public money. He said, at this point, there is no public money or revenue stream for the trust to spend, but if there was a business that needs help with carrying costs on property, a PTA would be the vehicle to help them as long as they meet the criteria for economic development.

Mr. Steve Lewis, City Manager, said a multi-national corporation making a decision about locating in Norman will have a site selection team to make that decision. He said he feels there is more of an affinity with business people in the community first before they deal with elected officials, which speaks to a trust primarily made up of business people and is a good first impression for the community. Mr. Wood agreed and said a company does want to know that public officials are pro-business, but they get that more from community businesses they can speak to about what it is like doing business within the community. He said NEDC usually connects new businesses with existing businesses such as Hitachi or York for testimony.

Councilmember Locket asked how the trust was being paid for and Chairman Ezzell said there is no dedicated funding source or costs. He said Council is creating the PTA as a tool and if something comes forward, the PTA will ask the Council to approve the conduit financing package they propose to make the deal work. She asked where the trustee costs will come from and Chairman Ezzell said it will be no different than any other City board in that City Staff will act as the PTA Staff. Councilmember Lockett said she did not like voting on issues with no funding source. She felt that although there are no funding issues currently, there could be in future years. Mr. Wood said Cleveland County's Trust charges an administrative fee of 1% from a project and the City could consider that as well. Mr. Bryant said the PTA would only meet if there was a project to discuss and costs would be minimal.

Councilmember Spaulding asked if having a trust could have attracted a project such as Warren Theater and Mr. Wood said yes. Councilmember Spaulding said that theater should have been in Norman and he is excited about the possibility of attracting a project like that. Chairman Ezzell said one of the reasons the theater was not in Norman was because they wanted a particular portion of the infrastructure costs paid and there was no mechanism to pay that and the trust would have been that mechanism.

Chairman Ezzell said he would like language included for conflict of interest then forward to Council for a Study Session. Councilmember Quinn suggested language stating that all PTA action must adhere to the Charter and Mr. Bryant felt that would be a good idea.
Item 1, continued:

Items submitted for record

1. Memorandum dated December 28, 2011, from Kathryn L. Walker, Assistant City Attorney, through Jeff H. Bryant, City Attorney, to Members of the Business and Community Affairs Committee
2. Draft Trust Indenture Creating the Norman Economic Development Authority
3. Proposed amended to Article VIII of the draft Trust Indenture Creation the Norman Economic Development Authority

Item 2, being:

CONTINUED DISCUSSION REGARDING ON AND OFF PREMISE SIGN CODE REGULATIONS.

Ms. Susan Connors, Director of Planning and Community Development, said the off-premise digital signs proposals were being brought back to the Committee to clarify questions from Mr. Tony Tyler, Tyler Outdoor Signs, and Mr. Bill Hickman, Attorney. She said the remaining issue is the brightness of the illumination as Staff has suggested 300 NITS at night and 5,000 NITS during the day and Mr. Tyler and Mr. Hickman had recommended 500 NITS at night and 6,500 NITS during the day. Chairman Ezell asked what the basis was for the City's position on the NITS and would like Mr. Tyler and Mr. Hickman's response on the industry position. Ms. Connors said the City's proposals were patterned after several communities who relied on studies not sponsored by the industry, which suggest lower limits due to potential negative impacts on nearby residences and the traveling public as well as ordinances from other communities. Mr. Tyler said it has been suggested that he borrow a NIT Gun from the City of Oklahoma City and check several signs, at night, to determine a brightness number and he has invited City Staff. Chairman Ezzell felt that was a great idea and will defer the issue until that takes place. Councilmember Quinn asked if NIT levels can be adjusted after the sign has been built or does it have to be built with a particular level and Mr. Tyler said NITS can be adjusted. Councilmember Gallagher asked if the main concern was safety, brightness, or both and Mr. Tyler said both, but he was more concerned about the minimum amount of illumination that can be used without causing problems. Councilmember Kovach said he has seen some signs that seem excessively bright at night and asked if it was a concern for public safety or a distraction/ blinding issue. Ms. Connors said it is mainly a public safety issue and drivers not being so distracted by the sign that you lose track of the road. Councilmember Kovach said at night that could be a real distraction due to contrast, but did not see an issue in the day and Ms. Connors said it was an issue of how much brightness is really needed in order to see the sign during the day.

Ms. Connors said Staff is proposing new language for on-premise signs, which has not been previously discussed by the Committee. Staff is recommending that on-premise signs be the same size and requirements as currently required in the Sign Code for commercial and industrial. She said Staff added language regarding on-premise digital signs for institutional uses. She said they must have a static change message with a swell time to twelve seconds and no flashing or blinking to avoid problems with drivers. She said the illuminations recommendations are the same as off-premise digital signs. She said the on-premise digital signs would have to be extinguished no later than 11:00 p.m. or within thirty minutes after close of business.

Chairman Ezzell said one concern he has about on-premise digital signs is that Staff has not had much input from the Chamber of Commerce or businesses that will be most affected by on-premise sign issues. He asked Mr. John Woods, Director of the Norman Chamber of Commerce, to distribute the proposals to the businesses for feedback. Chairman Ezzell said he loved the idea of getting actual field test results versus written studies. Ms. Connors said off-premise proposals were going to be reviewed by the Planning Commission next week and Staff could give the field trial results when it is forwarded to City Council for review and Chairman Ezzell said that would be fine to keep the off-premise sign proposals on track for approval.

Mr. Hickman said he would like the Committee to discuss cleaning up non-conforming off-premise signs on the surface streets of Norman. He said some are very old and the industry gets complaints about how ugly and unsightly they are, but the industry cannot remove the signs. He said the industry can maintain the signs, but cannot make them look more contemporary. He said another issue he would like discussed is including language in the Sign Code to allow sign companies to relocate signs to another location in the City when sign must be removed because of taking for public projects. Chairman Ezzell said those issues can be placed on the next agenda.

Items submitted for record

1. Memorandum dated February 24, 2012, from Doug Koscinski, AICP, Manager, Current Planning Division, via Susan Connors, AICP, Director of Planning and Community Development, to Business and Community Affairs Committee, with Exhibit A, Digital Sign Proposed Amendments, and Exhibit B, Draft Proposed Amendment to City of Norman's Sign Ordinance

Item 3, being:

MISCELLANEOUS DISCUSSION.

None

The meeting adjourned at 9:58 a.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL SPECIAL SESSION MINUTES

March 27, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session at 5:00 p.m. in the Municipal Building Conference Room on the 27th day of March, 2012, 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 Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Quinn, Mayor Rosenthal
ABSENT:	None

Item 1, being:

DISCUSSION REGARDING THE TRUST INDENTURE FOR THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY.

Ms. Kathryn Walker, Assistant City Attorney, said the creation of an Economic Development Authority was identified as a discussion priority at the August 2011, City Council Business and Community Affairs Committee (BCAC) meeting. Staff reviewed several tools for economic development at the October 2011, BCAC meeting and one of the tools was the public trust. Ms. Walker said under Oklahoma law, public trusts are often used to benefit the municipality by allowing long-term indebtedness to occur and assist with long term planning and investments. The BACA Committee directed Staff to draft a trust indenture creating the Norman Economic Development Authority, (NEDA) which was presented to the Committee at its November 2011 meeting.

Mr. Mark Nuttle, a nationally recognized economic development expert, spoke to the Committee at its December 2011 meeting about the need to fill trustee positions for the trust that are specially qualified in areas such as banking, commercial finance, law, and accounting. The Committee asked Staff to revise the trust indenture to incorporate Mr. Nuttle's comments and the Committee discussed the revisions at the February and March meetings.

Ms. Walker said a Trust is an entity that creates a fiduciary relationship whereby Trustees hold the title to property, i.e., trust estate or trust property and act as authorized in relation to the property for the benefit of another beneficiary. She said a Trust provides an avenue to engage in the day-to-day activities associated with promoting economic development in Norman without putting the City of Norman at risk for debt, loss, or liability and provides tool to review requests for economic development funds.

Ms. Walker said Norman's Public Trusts currently include:

- Norman Municipal Authority (NMA) – manages the golf course and transfer station
- Norman Utilities Authority (NUA) – manages the water and sewer projects
- Norman Regional Health System Authority – manages the hospital
- Norman Tax Increment Finance Authority (NTIFA) – manages the infrastructure, park, and economic development projects within the University North Park Tax Increment Finance District (UNPTIF)

Ms. Walker distributed a draft trust indenture containing standard language that empowers NEDA with the typical powers set forth for public trusts by Oklahoma law to include:

- Exist for the public benefit – enumerated powers in trust indenture have all been recognized as a valid exercise of powers for the furtherance and accomplishment of a proper public function or purpose
- Exist as legal entities separate and distinct from municipal beneficiaries
- Act on behalf and in furtherance of a public function
- Created to enable long-term financial obligations and simplify the sale of real or personal property. The City is limited in issuing long-term debt by a constitutional debt limitation, but a public trust would not be limited.
- May utilize eminent domain

Ms. Walker said Article VII sets forth the identity of the Trustees, how each Trustee is selected, as well as the identity of the Chairman and the Clerk of the Trustees. The indenture provides that there will be five (5) trustees: one (1) chosen by the Board of Directors of the Norman Economic Development Coalition (NEDC); one (1) chosen by the Executive Committee of the Norman Chamber of Commerce; and three (3) nominated by the Mayor with an educational and/or employment background in banking, commercial finance, law, or accounting. Ms. Walker said in addition, two (2) Councilmembers will serve as ex-officio members and all appointments must be approved by a majority vote of Council.

Ms. Walker said all Trustees must be citizens and residents of Norman and the members of Council selected to serve as ex-officio Trustees shall be chosen at the beginning of each fiscal year in order to accommodate new Councilmembers as they take office on July 1, which also corresponds with when other Council appointments are made. The five (5) voting Trustees will serve staggered terms so that the possibility of a complete board turnover is minimal. The Chairperson of the Trustee Board is selected at the first meeting of each fiscal year by the Trustees and the City Clerk

will serve as the Secretary of the Trustees, ensuring the meeting minutes and other trust related documents are maintained in similar fashion to other City of Norman records.

Ms. Walker said as a result of Committee discussions and concerns, additional language was added to ensure all trustees of NEDA would be bound by the City of Norman Ethics Policy (Article VII, Section 12 of the Trust), Trustees appointed by Council; therefore, Council would need five (5) votes to remove any member of NEDA and eminent domain cannot be exercised without a majority vote of City Council.

Ms. Walker said NEDA will be required to follow the Open Meetings Act and Open Records Act, as well as the Public Competitive Bidding Act for construction, labor, equipment, material, or repairs. In addition, NEDA will have to file annual financial reports and audits with both the City of Norman and with the State Auditor's office and NEDA will be unable to issue debt or enter into financial obligations for real or personal property without 2/3 approval of City Council.

If Council chooses to move forward with NEDA, the next steps would include:

- Council consideration and approval of a resolution authorizing the creation of the Trust and accepting beneficial interest of the Trust
- Select Trustees
- Execute Trust Documents
- Record Trust Documents, i.e., file with the County, file creation documents with Secretary of State, and file notice of creation with the State auditor

Councilmember Kovach asked how NEDA would be used as an economic development tool and Ms. Walker said an Economic Development Trust would operate as a Board, and consider requests for any type of economic development incentive(s). She said an example would be if a business would like to locate to Norman but wanted some incentive for the land and/or infrastructure, NEDA can negotiate that particular deal. Ms. Walker said a funding source is not currently dedicated for economic development; therefore, if the aforementioned scenario were to occur, NEDA would bring a proposal for issuing debt to Council for consideration and approval. Councilmember Ezzell provided an example from the City of Broken Bow stating that the Broken Bow Economic Development Authority was set up to facilitate the arrangement of a $185 million manufacturing plant. He said the Brown Bow Authority constructed and owned the facility, putting parameters on employment figures such as number of people to be hired, including the salaries and benefits in exchange for a long-term lease of the facility. Councilmember Ezzell felt NEDA would give the Norman Economic Development Coalition (NEDC) another economic tool in which to put together transactions on a project-by-project basis.

Mayor Rosenthal asked what the NEDA Trust would do that the County Trust Authority does not already do and Councilmember Ezzell said basically NEDA would give the City the ability to participate with the County in the project. Councilmember Ezzell said he was not sure the County Trust indenture is exactly the same as the proposed City's Trust indenture, but the types of transaction(s) will be similar: therefore, the City and County could partner in a project. He felt the reality of economic development for this area will be the partnerships, whether with the County or other entities, depending on the projects.

Mr. Anthony Francisco, Director of Finance, said it would be to Norman's benefit to have NEDA in the case where the jurisdiction(s) are within the County, for instance where Norman and Moore might be competing for the same project. He said another reason/example to have an Authority separate from the City is in a situation where the Authority issued a particular debt to a manufacturing plant, but if the manufacturing plant goes out of business the City would not be legally responsible, instead the Authority would be liable. Councilmember Spaulding asked for an explanation on how and why the Authority would be obligated rather than the City and Councilmember Ezzell said typically a lender has secure ties on a specific piece of property within a normal mortgage transaction; therefore, the lender/bond holder would have the right to foreclose on a manufacturing plant/facility if they go out of business just like any other financial institution that holds a debt obligation. Councilmember Ezzell said NEDA is a separate legal entity and unless the City was to also pledge or give security the City would not be obligated. He said that the debt/bond holders can also look at guarantees from the company/manufacturing plant as well, but the debt/bond holders would not have any recourse to come back to the City to satisfy the debt.

Councilmember Gallagher asked where in the by-laws it stated that the City would not be responsible for the debt(s) in situations where the companies go out of business after the Authority entered into an incentive agreement with them and Councilmember Ezzell said there are no documents that will state such, that state law references public trusts. Mr. Jeff Bryant, City Attorney, said there are many layers to public trusts, the City can be a partner of the trust, but if the City does not securitize a loan then the City is not responsible should the project collapse after the public trust securitized the loan. He said occasionally, in an effort to get financing, prospective business(s) may ask the City to pledge their full faith and credit in order to move the project forward. However, the Council will have total control and always have the final say as to whether any City revenues or full faith in credit will be pledged on any project.

Mr. Francisco felt it was important to understand that any NEDA proposal coming forward for Council consideration could be different for any individual project and encouraged Council to be as independent as possible understanding that the more the City is tied to the Trust Authority – the more the City will be responsible for project(s). Mr. Francisco

said the City Charter was recently changed for this very reason, so that the City would be more independent from the Norman Hospital Authority. Councilmember Ezzell said the reason the Council trustees are ex–officio, or non-voting members, is exactly what Mr. Francisco has described. He said a public trust is created in most cities/communities with a panel/board of people who have a unique set of skills and expertise to assist with economic development projects and are the initial decision-makers whether the opportunity is good or bad. Councilmember Ezzell said if there is no dedicated revenue stream and/or no money "put on a shelf" for the project, then the project has to come back to Council to create the revenue stream or otherwise facilitate how the design has to be worked out in the project and Council will ultimately have the final approval which has been determined to be the level of oversight desired. He said as the Trust Authority is designed, unless Council takes some exceptional action to otherwise obligate the City, the City will not be at risk for debt, loss, or liability. Mayor Rosenthal felt the trade-off is the accountability issue which is that Council is ultimately accountable to the voters.

Mayor Rosenthal said she is concerned with the broad coverage in Article IV, stating an entity is being established that competes with existing organizations of the City as follows:

- 1(a) "...promote and develop water, sewer, electric, solid waste..." which is already managed by the Norman Utilities Authority (NUA);
- 1(d) "...promote, finance, and develop hospitals, ambulances, and other health care facilities..." which is already managed by Norman Hospital Authority (NHA);
- 1(g) develop, finance, and promote recreational, sports, tourism..." which is already managed by the Norman Municipal Authority (NMA); and
- 2 "...promote the development of adequate housing...", does the City really intend on setting up an authority to compete with the private sector in terms of the housing market?

Mayor Rosenthal would be more comfortable with NEDA being more focused specifically on economic development and asked Staff how the potential conflicts are being worked out. Mr. Bryant said any project would have to be approved by Council and the proposed language is standard language through statute(s) that ensures the trust's hands in any project that they may have to branch out. Councilmember Ezzell said Staff basically took a compilation of public trust authority documents throughout the state and region as a starting template and then began to construct a trust indenture for Norman. He felt the reality is a public trust authority will not operate independently to set up a new water utility, hospital, etc., unless Council approves the action, therefore he did not feel the duplication was significant. Councilmember Ezzell said he would not be opposed to taking out the language in Article IV, 3(a) and (b) because housing would not ever be on any project. Councilmember Ezzell felt there could be unforeseen consequences for red-lining and/or taking out some of the trust indenture language because Council may never know what may be cut-out for the authority to use in the future. Councilmember Quinn agreed and felt the purpose of creating NEDA is so that potential business(s) trying to come to Norman do not run into "red tape," while at the same time Council's hands do not get tied when trying to acquire potential business(s) to locate to Norman. He said the more the trust indenture is narrowed, the less broad that particular appealing piece becomes, which he felt would only put the City back in the same position. Councilmember Quinn felt the proposed NEDA is modeled off of other cities and has been a successful tool. Councilmember Griffith agreed and felt the language needed to be as broad as possible because the limitations may restrict development and/or opportunities yet unforeseen. Mayor Rosenthal said she is concerned the same issues will occur if NEDA coverage is too broad. She said there could be future situations where NEDA may establish an independent revenue stream, such as a hospital utility, and may not need Council approval.

Councilmember Spaulding asked if there are scenarios where a permanent dedicated financing can be created or is it generally done project by project. Councilmember Ezzell said it typically is done according to project, but there are economic development authorities where citizens have elected to give the economic development authority, for example, a dedicated sales tax revenue which can be accumulated and used to finance certain activities. He said in that type of scenario, citizens would have elected to fund the economic development authority; not the Council. Councilmember Ezzell reminded Council that the proposed NEDA is not etched in stone and future amendments, additions, and/or deletions to NEDA can be considered and approved by Council in order to assure the scope of the trust is neither too broad nor too narrow for specific and/or changing issues. He felt those issues would need to be responded to as they occur and Council cannot, in a predictive fashion, look at the next 30 years of exactly how NEDA can and will be used.

Councilmember Kovach asked if any of the current trust(s) have language similar to the proposed NEDA, i.e., that could in theory have a conflict but in fact do not., and Mr. Bryant said that Norman Regional Hospital Authority Trust does have similar language and powers. Mr. Francisco said the Norman Municipal Authority (NMA) also has similar language and powers.

Councilmember Dillingham asked how, during discussions in recent BCAC meetings, the BCAC and Norman business leaders envisioned eminent domain operating under NEDA and Councilmember Ezzell said that any eminent domain acquired prior to a project would have to come before Council just as it does currently. He said it was a concern during discussions and that is why the proposed trust indenture states that Council would have to approve eminent domain, not the public trust authority. Councilmember Spaulding said he was concerned about the potential size and scope of the proposed NEDA and Councilmember Kovach said Council would need to consider each project on its merits. Councilmember Kovach said he viewed the proposed public trust as a means of setting up opportunities for the Council to review and consider.

Councilmember Gallagher felt there would be future conflicts regarding eminent domain and would like eminent domain to require seven (7) affirmative votes.

Mayor Rosenthal asked if Council would like to move forward with a public hearing or study session and Council felt a future Town Hall Meeting should be scheduled.

Items submitted for the record

1. Memorandum dated March 22, 2012, from Jeff H. Bryant, City Attorney, to Honorable Mayor and Council Members
2. Draft Trust Indenture Creating the Norman Economic Development Authority
3. PowerPoint presentation entitled, "Norman Economic Development Authority," Council Conference dated May 27, 2012

Item 2, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(3) IN ORDER TO DISCUSS CLEVELAND COUNTY DISTRICT COURT CASE NO. CJ-2010-406 L, CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT VS. THE CITY OF NORMAN; WORKERS COMPENSATION COURT CASE NO. WCC-2010-09516Y, KEVIN ALDRIDGE VS. THE CITY OF NORMAN; AND WORKERS COMPENSATION COURT CASE NOS. WCC-2009-08463R, WCC-2009-08465A, WCC-2009-08466A, AND WCC-2009-08464Y, RICK BLALOCK VS. THE CITY OF NORMAN.

Councilmember Quinn moved that the Special Session be adjourned out of and an Executive Session be convened into as authorized by Oklahoma Statutes Title 25 § 307(B)(3) to discuss Cleveland County District Court Case No. CJ-2010-406 L, Central Oklahoma Master Conservancy District vs. the City of Norman; Workers Compensation Court Case No. WCC-2010-09516Y, Kevin Aldridge vs. the City of Norman; and Workers Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08465A, WCC-2009-08466A, and WCC-2009-08464Y, Rick Blalock vs. the City of Norman, which motion was duly seconded by Councilmember Spaulding; and the question being upon adjourning out of the Special Session and convening into an Executive Session in order to discuss Cleveland County District Court Case No. CJ-2010-406 L, Central Oklahoma Master Conservancy District vs. the City of Norman; Workers Compensation Court Case No. WCC-2010-09516Y, Kevin Aldridge vs. the City of Norman; and Workers Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08465A, WCC-2009-08466A, and WCC-2009-08464Y, Rick Blalock vs. the City of Norman, the vote was taken with the following result:

PRESENT:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Quinn, Mayor Rosenthal
ABSENT:	None

The Mayor declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened into to discuss Cleveland County District Court Case No. CJ-2010-406 L, Central Oklahoma Master Conservancy District vs. the City of Norman; Workers Compensation Court Case No. WCC-2010-09516Y, Kevin Aldridge vs. the City of Norman; and Workers Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08465A, WCC-2009-08466A, and WCC-2009-08464Y, Rick Blalock vs. the City of Norman.

The City Council adjourned into Executive Session at 5:55 p.m. Mr. Steve Lewis, City Manager, Mr. Jeff Bryant, City Attorney, Ms. Jeanne Snider, Assistant City Attorney, Mr. Rick Knighton, Assistant City Attorney, and Ms. Kathryn Walker, Assistant City Attorney, were in attendance at the Executive Session.

The Mayor said the Cleveland County District Court Case No. CJ-2010-406 L, Central Oklahoma Master Conservancy District vs. the City of Norman was discussed in Executive Session. No action was taken and no votes were cast.

RECESS

Councilmember Quinn moved that the meeting be recessed and reconvened after the regular City Council meeting, which motion was duly seconded by Councilmember Griffith; and the question being upon recessing the meeting and the subsequent reconvening, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Gallagher, Griffith, Kovach, Lockett, Spaulding, Quinn, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was recessed at 6:23 p.m. to be reconvened after the regular City Council meeting.

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Mayor Rosenthal acknowledged return to the Special Session. Councilmembers Gallagher and Kovach left the meeting.

Item 2, continued:
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Thereupon, Councilmember Dillingham moved that the Special Session be reconvened, which motion was duly seconded by Councilmember Quinn; and the question being upon reconvening the Special Session, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Griffith, Lockett, Spaulding, Quinn, Mayor Rosenthal
NAYES	None

The Mayor declared the motion carried and the Special Session was reconvened at 9:07 p.m.

* * * * *

Thereupon, Councilmember Quinn moved that the Special Session be adjourned out of and an Executive Session be convened into as authorized by Oklahoma Statutes Title 25 § 307(B)(3) to discuss Workers Compensation Court Case No. WCC-2010-09516Y, Kevin Aldridge vs. the City of Norman, and Workers Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08465A, WCC-2009-08466A, and WCC-2009-08464Y, Rick Blalock vs. the City of Norman, which motion was duly seconded by Councilmember Spaulding; and the question being upon adjourning out of the Special Session and convening into an Executive Session in order to discuss Workers Compensation Court Case No. WCC-2010-09516Y, Kevin Aldridge vs. the City of Norman, and Workers Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08465A, WCC-2009-08466A, and WCC 2009-08464Y, Rick Blalock vs. the City of Norman. the subsequent vote was taken with the following result:

PRESENT:	Councilmembers Dillingham, Ezzell, Griffith, Lockett, Spaulding, Quinn, Mayor Rosenthal
ABSENT:	None

The Mayor declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened into to discuss Workers Compensation Court Case No. WCC-2010-09516Y, Kevin Aldridge vs. the City of Norman, and Workers Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08465A, WCC-2009-08466A, and WCC-2009-08464Y, Rick Blalock vs. the City of Norman.

The City Council adjourned into Executive Session at 9:10 p.m. Mr. Steve Lewis, City Manager, and Mr. Jeff Bryant, City Attorney, were in attendance at the Executive Session.

The Mayor said Workers Compensation Court Case No. WCC-2010-09516Y, Kevin Aldridge vs. the City of Norman, and Workers Compensation Court Case Nos. WCC-2009-08463R, WCC-2009-08465A, WCC-2009-08466A, and WCC-2009-08464&, Rick Blalock vs. the City of Norman were discussed in Executive Session. No action was taken and no votes were cast.

* * * * *

Item 2, continued:

Thereupon, Councilmember Quinn moved that Executive Session be adjourned out of and the Special Session be reconvened, which motion was duly seconded by Councilmember Spaulding; and the question being upon adjourning out of Executive Session and upon the subsequent reconvening, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Ezzell, Griffith, Lockett, Spaulding, Quinn, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Executive Session adjourned out of; and the Special Session was reconvened at 9:35 p.m.

* * * * *

Item 3, being:

ADJOURNMENT

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

YEAS:	Councilmembers Dillingham, Ezzell, Griffith, Lockett, Spaulding, Quinn, Mayor Rosenthal
NAYES	None

The Mayor declared the motion carried and the meeting was adjourned at 9:36 p.m.

ATTEST:

City Clerk

Mayor

office memorandum

DATE: June 7, 2012

TO: Honorable Mayor and Council Members

FROM: Jeff H. Bryant, City Attorney

RE: Norman Economic Development Authority

Background

The creation of a public trust authority to facilitate potential economic development incentives was identified as a priority by the Business and Community Affairs Committee ("BACA") of the Council in August 2011 and also by the full Council at its Planning Retreat in September 2011. After a series of meetings with the BACA Committee, a recommended draft indenture was discussed by the full Council during a Council Conference on March 27, 2012.

A resolution supporting the creation of the Norman Economic Development Authority ("NEDA") was placed on Council's agenda for May 8, 2012 by the request of three Council members, but, given concerns expressed by other Council members and citizens, Councilmember Ezzell moved to postpone the item to allow for additional public input and revisions to the trust indenture that would address some of the expressed concerns.

A public forum regarding creation of the trust was held on May 29, 2012. The BACA Committee held an additional Public Meeting on June 7, 2012. The item originally on the May 8, 2012 Agenda was postponed to be considered by Council at its meeting on June 12, 2012. This memo addresses direction offered by the BACA Committee on June 7th.

Discussion

The direction given by the BACA Committee on June 7th was to bring forward the Norman Economic Development Authority (NEDA) public trust indenture with broad powers similar to those contained in the Norman Tax Increment Finance Authority (NTIFA) trust indenture, with Council members to act as Trustees of NEDA, and removing the Advisory Board language from the trust indenture. The attached draft accomplished that direction.

This approach tries to achieve clarity of purpose of the NEDA Trust being the "tool" available to NEDC while working to recruit quality jobs employers. Although the NTIFA Trust has similar powers and can be used for economic development projects outside the UNP TIF District, as pointed out by the City's financial advisor, using the NTIFA as a financing tool for a project that does not utilize a UNP TIF revenue stream may be misleading on its face and would require an additional layer of explanation for potential bond purchasers.

In addition, the consensus of the BACA committee was to move the Norman Economic Development Advisory Board (NEDAB) out of the trust indenture and work on that idea as a separate Council appointed Board through Resolution or Ordinance. This approach will allow Council an opportunity to work through issues such as Board purpose, Board composition and qualifications, definition of goals to be achieved to be considered for public financing assistance, in particular economic development projects, that may be brought forward in the future.

To accomplish that request, the indenture was modified by taking the 5-15-2012 version and replacing Article VII relating to Trustees with the same language that is included in the NTIFA Trust document. Accordingly, the indenture contains standard language that empowers the NEDA with the typical powers set forth for public trusts by Oklahoma law, except language regarding promoting or developing healthcare facilities has been stricken as previously directed. The Norman Regional Hospital Authority Board of Directors had expressed concern about this provision since healthcare that benefits Norman is something they are charged with developing.

Article VII, then, sets forth the identity of the Trustees. The revised indenture requires that Council members serve as Trustees for the NEDA, much like they do with the Norman Utilities Authority, Norman Municipal Authority and the Norman Tax Increment Finance Authority.

As with other public trusts, the Norman Economic Development Authority will be required to follow the Open Meetings Act and Open Records Act, as well as the Public Competitive Bidding Act. In addition, the Authority will have to file annual financial reports and audits with the City and State Auditor. Finally, the Authority will be unable to issue debt without approval by 2/3 vote of City Council.

Recommendation

The item coming back to Council on June 12th is Resolution R-1112-139. The item was postponed prior to a motion to adopt or reject. If Council desires to move forward with the trust document that established NEDA with trustees other than the Council members acting as Trustees, then the original Resolution with the trust version dated May 8, 2012 can be considered.

If Council desires to move forward with a NEDA Trust where Council members will also serve as the Trustees for NEDA, then the substitute Resolution attached should be used. The substitute Resolution provides a place in Section 5 where Council can designate the draft version dated 5-15-12 (placing the Advisory Board in the trust indenture) or Council can designate the draft version dated 6-7-2012 that reflects the most recent recommendation from the BACA Committee.

Procedurally, if Council desires to move forward with this item, it is suggested you decide: first whether Council will act as Trustees of NEDA (substitute version of Resolution R-1112-139); if so, then second whether the Advisory Board will be in the trust indenture (5-15-12 version) or removed from the trust indenture (6-7-2012 version) as recommended by the BACA; third whether to adopt the beneficial interest of the NEDA public trust in the form ultimately determined by Council.

City Staff will be available to answer questions or address concerns. Please let me know if you have questions prior to that time.

Cc Steve Lewis
Kathryn L. Walker, Assistant City Attorney II

R-1112-139

Resolution

A RESOLUTION ACCEPTING BENEFICIAL INTEREST IN THE TRUST CREATED BY A TRUST INDENTURE CREATING THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY FOR AND ON BEHALF OF THE CITY OF NORMAN, OKLAHOMA, IN ALL RESPECTS IN ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE.

§1 WHEREAS, the creation of a trust authority dedicated to fostering economic development in Norman was identified as a priority by the City Council Business and Community Affairs Committee during its August 4, 2011 meeting; and

§ 2. WHEREAS, the creation of such a trust authority and the terms of the trust indenture were discussed during meetings of the Business and Community Affairs Committee on October 6, 2011, November 3, 2011, December 1, 2011, February 2, 2012, March 1, 2012 and June 7, 2012; and

§ 3. WHEREAS, the creation of such an economic development trust authority and the terms of the trust indenture were discussed by City Council during a Special Session held on March 27, 2012, and at a Public Forum held on May 29, 2012; and

§ 4. WHEREAS, there is a desire to move forward to create a Norman Economic Development Authority that is dedicated to fostering quality jobs and quality economic development benefitting the Norman community as a whole; and

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

§ 5. The Trust Indenture by and among Cindy Rosenthal, as Trustor, and Cindy Rosenthal, Roger Gallagher, Tom Kovach, Hal Ezzell, Carol Dillingam, David Spaulding, Linda Lockett, Jim Griffith, and Dan Quinn, as Trustees, dated the _____ day of _____, 2012, creating the Norman Economic Development Authority (the "NEDA"), a copy of which will be filed in the office of the County Clerk of the Cleveland County, Oklahoma, is hereby approved and the City Council hereby accepts the beneficial interest in the Trust created therein for and on behalf of the City of Norman, Oklahoma. The Mayor or Vice-Mayor and City Clerk or Deputy City Clerk are authorized to execute a certificate to evidence said acceptance of beneficial interest.

§ 6. Pursuant to the provisions set forth in Title 60, Oklahoma Statutes, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable laws and statutes of the State of Oklahoma, the Authority is hereby designated by the City to exercise all powers necessary or appropriate

thereto pursuant to Title 60, Oklahoma Statutes, Sections 176 to 180.4 and the terms of the trust indenture.

APPROVED AND ADOPTED THIS _12th_ DAY OF _June_, 2012.

CITY OF NORMAN, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of The City of Norman, Oklahoma.

I further certify that the City Council of The City of Norman, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on _____ day of _____, 2012, in the Council Chambers, 201 West Gray in Norman, Oklahoma, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution _____ that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council Members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS _____ DAY OF _____, 2012.

THE CITY OF NORMAN, OKLAHOMA

_____
City Clerk

TRUST INDENTURE
CREATING
THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY

Deleted: THE

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the _____ day of _____, 201_, by Cindy Rosenthal, hereinafter referred to as the Trustor, and Cindy Rosenthal, Roger Gallagher, Tom Kovach, Hal Ezzell, Carol Dillingham, David Spaulding, Linda Lockett, Jim Griffith, and Dan Quinn and their respective successors as provided herein, to be known as the Trustees of the Norman Economic Development Authority, who shall be and are hereinafter referred to as Trustees of said Authority, hereinafter referred to as "Authority" or "Trust", hereby creates and establishes a public trust for the use and benefits of The City of Norman, Oklahoma (referred to herein as the "City" and the "Beneficiary") pursuant to the terms of Title 60, Okla. Stats. 2001, Sections 176 *et seq.* and prescribes the terms thereof as follows:

Deleted: _____.
Deleted: _____, _____, _____, and _____.

NOW THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others may heretofore or from time to time hereafter assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits, and increases thereon unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Norman, State of Oklahoma, such City being hereby designated and hereinafter referred to as "Beneficiary" and upon the trusts, terms and conditions hereinafter stated.

ARTICLE I
Creation of Trust

The undersigned Trustor recreates, creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

The undersigned Trustor hereby forever irrevocably conveys, relinquishes and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Trust Indenture and the trust created hereunder, including, without limitation, the right to consent to and approve any further changes, amendments or supplements to this Trust Indenture.

ARTICLE II
Name and Effective Date of Trust

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be the "Norman Economic Development Authority" and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of execution by the Trustees of the Trust and acceptance of the beneficial interest herein by the Beneficiary.

ARTICLE III
Definitions

"Act" shall mean the Oklahoma Public Trust, being Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended and supplemented.

"Authority" shall mean the Economic Development Trust Authority created pursuant to this Trust Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

"Beneficiary" shall mean The City of Norman, State of Oklahoma, acting by and through its City Council.

"Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority to be issued under this Indenture.

"By-Laws" shall mean the By-Laws, if any, duly adopted by the Authority as the same may be amended from time to time.

"Governmental Agency" shall mean the United States of America and the State or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.

"Lending Institution" shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association and any other financial institution or Governmental Agency or person.

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust, security agreement or other instrument creating a lien on a fee interest in real and/or personal property or a leasehold on such fee interest.

"Mortgage Loan" means an interest bearing obligation secured by a Mortgage.

"State" shall mean the State of Oklahoma.

"Trust Indenture" shall mean this Trust Indenture dated as of _____ ___, 201_.

"Trustees" shall mean the Trustees of the Authority.

ARTICLE IV
Purposes of Trust

The purposes of this Trust are:

(1) To assist the Beneficiary, the State of Oklahoma, its Governmental Agencies, and private entities, agencies, and citizens in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the State of Oklahoma and the Beneficiary in order to lesson the burdens on government and to stimulate economic growth and development, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to the future economic growth and development of the Beneficiary; to inventory the services, facilities and resources of the Beneficiary; to promote, stimulate, encourage, and finance the growth and development of the utility, agricultural, and industrial resources of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources and tourist attractions; to foster and promote an improved industrial climate within the Beneficiary and to otherwise promote its general economic welfare and prosperity and to finance any and all programs, utilities, facilities or resources promoting or intending to promote any of the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:

Deleted: commercial health care

a. To promote and develop any and all utility and public works projects or facilities of any type or description including, but not limited to, those for water, sewer, electric, solid waste, natural gas or other public utilities of any type or description.

b. To promote, develop and finance projects or facilities relating to agriculture, farming, ranching and agri-business of any sort or description including, but not limited to, any land or personal property related thereto, or projects relating to cattle, poultry, irrigation equipment and systems, or other agri-projects of any other sort of description.

c. To promote, finance, and develop commercial and industrial projects or facilities and to exercise all of the powers, privileges, and prerogatives of industrial trusts within this State.

Deleted: <#>To promote, finance and develop hospitals, ambulance services and other health care facilities and any other medically related facilities including, but not limited to, medical and/or dental, optometric, osteopathic or chiropractic clinics, offices, laboratories, nursing homes, research facilities, geriatric facilities, retirement facilities, central service facilities and training facilities, extended care facilities, facilities for aged and/or disabled persons, day care facilities for children and all other types of facilities for serving the medical and physical needs of people.

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d. To promote, finance and develop projects or facilities relating to the development of energy of any sort or description including, but not limited to those relating to the development of oil, gas, coal, gravel, lead, zinc or other minerals or hydro-carbons, the financing of oil and gas equipment refineries, drilling and pumping rigs and equipment, or other energy development of any sort or description and synthetic fuel facilities.

e. To promote, finance and develop projects, facilities, services and industries pertaining to the development or improvement of: individual, commuting, airport and mass transportation; transportation generally; trucking; handling and shipping of goods; railroads, railroad rights-of-way; railroad equipment or rolling stock construction, repair or maintenance facilities; air transportation, public or mass transportation systems, facilities and equipment, and the financing of automobiles, trucks and vehicles of every sort and description; and other methods and modes of transporting people, goods and equipment of whatsoever kind or character, within the boundaries of the Beneficiary and to provide additional employment or increase transportation efficiency which will benefit and strengthen the economy of the Beneficiary.

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f. To promote, finance and develop recreational, sports, cultural, tourism, entertainment and communication media projects or facilities including, but not limited to mass-media broadcasting facilities such as radio, television and cable television equipment and facilities.

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g. To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish and regulate any facilities related to any of the foregoing and, if desired, to lease such facilities and to operate the same in connection therewith and to do, perform, own, acquire, construct or engage in or finance any other enterprise or activity, project or facility to such extent and in such manner as now is or may be considered a proper and lawful function of public trust entities within the State of Oklahoma.

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(2) To promote the development of adequate housing within the territorial limits of the Beneficiary whether single family dwellings or multi-family dwellings:

a. By making or committing to make or participating in the making of loans to non-profit sponsors of housing;

b. By making or committing to make or participating in the making of loans to persons upon terms and conditions requiring such owners to use the proceeds of such loans to construct, acquire, rehabilitate or improve housing and such additional terns and conditions as may be set by the Authority;

c. By participating in all Government Agency programs relating to housing and housing projects;

d. By participating in housing programs of all kinds to assist in providing safe and sanitary housing to the residents of the Beneficiary and surrounding community.

(3) To provide funds and assistance for the purposes set out in this Indenture which include, among others:

a. The expansion of the supply of funds in the Beneficiary available for new Mortgage Loans for housing; and

b. The provision of the additional housing needed to remedy the shortage of such housing within the boundaries of the Beneficiary and to upgrade substandard housing within the boundaries of the Beneficiary so as to eliminate the existence of substandard dwellings.

(4) To hold, maintain, and administer any leasehold rights in and to physical properties heretofore or hereafter demised to the Beneficiary or the Authority and to comply with the terms and conditions of any such lease.

(5) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said property, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust, but no longer needful for Trust purposes.

(6) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the State of Oklahoma, the United States of America, or the Beneficiary, or for use by authorities or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop construct and enlarge railroad and railway facilities, trucking, air transportation, public or mass transportation, and all phases of transportation relating to commerce; improve, extend, replace, reconstruct, repair, operate and maintain railroad rights-of-way, trucking, air transportation, public or mass transportation projects, and related facilities; maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, within the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining such facilities, functions or activities.

(7) To perform, on behalf of the Beneficiary, all functions, activities, and powers authorized by industrial and economic development statutes as they from time to time exist.

(8) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, personal or mixed) necessary or desirable for executing and fulfilling the Trust purposes, as set forth in this instrument,

and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(9) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE V
Duration of the Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated as hereinafter provided.

ARTICLE VI
The Trust Estate

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.

(2) Any and all leasehold rights heretofore or hereafter remised to the Trustees by the Beneficiary, and others as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, mortgages, collateral and all other things of value heretofore or hereafter coming into the hands of the Trustees under this Trust Indenture.

(4) Cash in the sum of $10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.

ARTICLE VII
The Trustees

(1) The Trustees of this Trust shall be the duly elected/appointed Residents/Councilmembers of Norman, Oklahoma and their successors. Each

successor in office shall without any further act, deed or conveyance, automatically becomes a Trustee of this Trust and becomes fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.

(2) The Trustees shall elect the person who shall serve as Chair of the Authority. The person who shall be the Chair of the Authority shall preside at all meetings and perform other duties designated by the Trustees and shall serve until a successor be duly elected and qualified. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Indenture; provided, if a greater affirmative percentage vote is required by law, such legally required greater affirmative percentage vote shall be required for vote on that particular matter in order that the laws of the State of Oklahoma may be fully complied with in all respects. The Trustees shall elect one of their members who shall serve as the Vice Chair, and who shall act in the place of the Chair during the latter's absence or incapacity to act and such person shall serve until the Chair's successor be duly elected and qualified.

(3) The duly acting City Clerk shall serve as Secretary of the Authority, and the Trustees may select one or more Assistant Secretaries of the Authority. The Secretary (and in his/her absence, an Assistant Secretary) shall keep minutes of all meetings of the Authority and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Authority. All meetings of the Authority shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the Authority shall be considered as public records and available for inspection at all times by any interested party in conformity with applicable provisions of the Oklahoma Open Records Act.

(4) The City Finance Director shall serve as Treasurer of the Authority and the Trustees may select one or more Assistant Treasurers of the Authority.

(5) The Trustees may appoint a General Manager and/or Executive Director for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust Estate is appointed by the Trustees, the said General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees. The General Manager and/or Executive Director may not be a Trustee.

(6) The Authority is authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidence of indebtedness to be issued by the Authority shall not constitute an indebtedness of the State or the Beneficiary or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Authority payable solely from the Trust Estate.

(8) The Trustees, the State, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operations of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(10) The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust, an audit of the funds, financial affairs and transactions of the Trust, including but not limited to all fees, salaries and expenditures in exact amounts and listing to whom paid. Such audit is to be certified with an unqualified opinion of an independent, certified public accountant. A copy of such annual audit shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by resolution of the Trustees, the fiscal year of the Trust shall be identical with the fiscal year of the Beneficiary. The cost of the foregoing audits shall be paid from the Trust Estate.

(11) Every person becoming a Trustee first shall take the oath of office required of an elected public officer. The oath of office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the proper authorities and in the manner prescribed by the Act (and/or as otherwise prescribed by the laws of the State of Oklahoma). Every non-Trustee officer and/or employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an

amount and with surety as may be specified by law and as specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State of Oklahoma and the cost thereof shall be paid from funds of the Trust.

ARTICLE VIII
Powers and Duties of the Trustees

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of and in the name of the Authority:

(1) To sue and be sued.

(2) To have a seal and alter same at pleasure.

(3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder.

(4) To make and alter by-laws for its obligations and internal management as provided herein.

(5) To make and alter rules and regulations pertaining to any loan or other program developed by the Authority.

(6) To acquire, lease, convey, or otherwise hold and dispose of real and personal property for its Trust purposes; provided that, no purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see or be liable for the application of the purchase or rental monies arising therefrom.

(7) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust and to issue the same for any of the purposes of the Trust authorized hereby including, but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing facilities discussed in Article IV hereof or for any other lawfully permitted facilities which may be secured with Mortgages, security interests or other collateral satisfactory to the Trustees; making Mortgage loans or purchasing Mortgage notes secured by Mortgages on dwellings; acquiring real or personal property or facilities at foreclosure of any loan or obligation or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument securing any indebtedness of the Trust; refunding or advance refunding any outstanding indebtedness of the Trust; creating any reserves or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the furtherance of the Trust purposes or in connection with the securing of any of the

Deleted: ARTICLE VII . The Trustees¶ <#>The Trustees of this Trust shall be citizens and residents of the Beneficiary, who are the persons presently constituting the Mayor and members of the City Council of the Beneficiary, and the persons who shall be their success ... [1]
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Deleted: <#>shall administer t ... [23]
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Trust's debts or in the administration of Trust programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:

a. Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Trust at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and

b. Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such Bonds, Notes, evidences of indebtedness or other obligations of the Trust; and

c. Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and

d. Create any reserve fund and any and all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidences of indebtedness.

Any such indebtedness shall be deemed to be incurred or issued on behalf of the Beneficiary and may be general or special obligations of the Trust as the Trustees may from time to time determine.

(8) To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.

(9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.

(10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.

(11) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue the furnishing of services and facilities to, and foreclose on any collateral of, any person, firm, or corporation, or public instrumentality delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(13) To make and perform contracts of every kind including, management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government,

sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, collateral, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(14) To exercise or to request of, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of the power of eminent domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs.

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(15) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon termination of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.

(16) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.

(17) To receive funds, money, property, collateral, services, rights and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities, grants or loans for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source.

(18) To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.

(19) To make, or commit to make, or participate in the making of Mortgage Loans whether for construction, for acquisition, financing or purchasing of housing.

(20) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in accordance with the laws of the State.

(21) To sell any mortgages or other personal property acquired by the Authority at public or private sale and at such price or prices as it shall determine.

(22) To renegotiate, refinance or foreclose, or contract for the foreclosure of any Mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any Mortgage; to commence any action to protect or enforce any right conferred upon it by any law, Mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Trust and the holders of its Bonds, Notes or other obligations.

(23) To renegotiate or refinance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to protect or enforce any right conferred upon it by law, loan agreement, contract or other agreement.

(24) To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Trust and pay the reasonable value of services rendered to the Trust pursuant to such contracts.

(25) To sell any loans made or acquired by the Trust at public or private sale and at such price or prices and on such terms as the Trust shall determine.

(26) To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase and servicing its Mortgage Loans, Notes, Bonds, commitments and other evidences of indebtedness.

(27) To procure insurance against any type loss in such amounts, and from such insurers, as it may deem necessary or desirable.

(28) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its Trust purposes, to the modification of the rate of interest, time of payment of any installment of principal or interest, or any other terms of any Mortgage Loan, Mortgage Loan commitment, construction loan, temporary loan, contract or agreement of any kind to which the Trust is a party.

(29) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and to do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

(30) To exercise exclusive management and control of the properties of the Trust Estate.

(31) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit.

(32) To select depositories for the funds and securities of this Trust.

(33) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims against the Trust Estate upon any evidence deemed by the

Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

(34) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purposes of Trust" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.

ARTICLE IX
Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X
Beneficiary of Trust

(1) The Beneficiary of this Trust shall be the City of Norman, Oklahoma, under and pursuant to Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof, except as herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and only then, the Beneficiary shall receive the residue of the Trust Estate.

(3) The Trust is solely and exclusively for public purposes; and it is solely for the benefit, betterment and the furtherance of the public purposes of the City of Norman, Oklahoma, and its inhabitants and citizens; and all assets, property, moneys, income, gain or other things of value now owned by the Trust, or that may at any time come into control or direction of the Trust or its Trustees, or any interest the Trust may have or hereinafter

acquire therein, be and the same are hereby exclusively and perpetually dedicated solely to the public interests of the City of Norman, and to the public purposes for which the Trust was created and all pursuant to the public purposes and functions of the Beneficiary of the Trust, the City of Norman, Oklahoma.

(4) The Beneficiary will have access at all times to the books and records of the Trust.

ARTICLE XI
Adoption and Amendment of By-Laws; Amendment and Termination of Trust

This Trust Indenture may be amended by an affirmative vote of at least two-thirds (2/3) of all Trustees and any such proposed amendment shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend By-Laws of the Trust.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust without the consent of holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any resolution, indenture or agreement relating to such indebtedness.

This Trust shall terminate -

(1) When the purposes set out in Article IV of this instrument shall have been fully executed; or

(2) In the manner provided by Oklahoma law. Provided, however, that this Trust shall not be terminated by voluntary action while there be outstanding indebtedness or fixed obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall terminate.

ARTICLE XII

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

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IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

Cindy Rosenthal, Trustor	Cindy Rosenthal, Trustee
Roger Gallagher, Trustee	Tom Kovach, Trustee
Hal Ezzell, Trustee	Carol Dillingham, Trustee
David Spaulding, Trustee	Jim Griffith, Trustee
Linda Lockett, Trustee	Dan Quinn, Trustee

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STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the ____ day of _____, 201_, appeared _____, and further known to me to be the identical person who subscribed said person's name to the foregoing instrument, as Trustor, and acknowledged to me that said person executed the same as said person's free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the ____ day of _____, 201_, personally appeared _____, _____, _____, _____, and _____, and further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the City Council of the City of Norman, State of Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said City in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of said City, attested by the City Clerk of said City, pursuant to direction of the City Council of said City, this ____ day of _____, 201_.

CITY OF NORMAN, OKLAHOMA

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

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ARTICLE VII

The Trustees

The Trustees of this Trust shall be citizens and residents of the Beneficiary, who are the persons presently constituting the Mayor and members of the City Council of the Beneficiary, and the persons who shall be their successors as Mayor, and members of said City Council of said Beneficiary, and each such successor in office shall, upon taking the Oath of Office, but without any further act, deed or conveyance, automatically become Trustees of this Trust and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.

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There shall be five (5) Trustees of this Trust who shall be citizens and residents of the Beneficiary.

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The Trustees shall be advised in their decisions by the Economic Development Advisory Board, a seven-member board comprised of citizens of Norman with suitable and appropriate economic, business, financial, legal, and community development expertise. The

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Advisory Board members shall be appointed by majority vote of the City Council to serve three year terms, with initial staggered terms of one year (Positions 1 and 3), two years (Position 2 and 4), and three years (Position 5, 6 and 7): Position 1 shall be a representative nominated by the Board of Directors of the Norman Economic Development Coalition, Position 2 shall be a representative nominated by the Executive Committee of the Norman Chamber of Commerce, and Positions 3, 4,

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5, 6 and 7 shall be nominated by the Mayor of the City of Norman. All appointments shall be approved by majority vote of the City Council. Positions 3, 4,

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5, 6 and 7 shall have an educational and/or employment background in banking, commercial finance, law, or accounting. Terms shall expire on June 30. Advisory Board members shall continue in office during their term until such time that their term expires and their successor has been appointed and qualifies, they die, they resign, they are removed from office by majority action of Council, they attain status as a nonresident of the City, they are hired as a full-time employee of the City, or they absent themselves

from three (3) consecutive regular meetings, and such absences are shown by the official minutes of the Authority. Upon occurrence of a vacancy

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on the Advisory Board, a successor

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member to serve the remainder of the unexpired term of office shall be appointed in the same manner set forth above

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for selecting and appointing Trustees

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Notwithstanding the expiration of any stated term of office, an Appointed Trustee shall continue to serve until a successor Appointed Trustee has been appointed and qualified. Each successor Trustee in office shall, upon taking the Oath of Office, but without any further act, deed or conveyance, automatically become Trustees of this Authority and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. In addition to the trustees, two (2) elected officials from Norman City Council shall serve as ex-officio trustees. Ex-officio trustees shall be appointed at the beginning of each fiscal year (July 1) upon majority vote by City Council.

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Every Advisory Board Member shall at all times be bound by City of Norman Ethics Policy for City Council, Boards, Commissions, and Committees of the City of Norman, as adopted by Resolution No. R-0809-123 of the Norman City Council, and as may be amended from time to time.

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Trustees shall select one of their members to be

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person who shall be the Mayor of the Beneficiary shall become automatically the Chairman of the Trustees

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at its first meeting of each fiscal year

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shall preside at all meetings and perform other duties designated by the Trustees. The person who shall be the Mayor Pro Tem of the Beneficiary shall become automatically

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Trustees may select one of their members to be

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Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act. In case of the absence of both the Chairman and the Vice-Chairman, the remaining Trustees shall elect one of their number to act as Chairman until the return of the Chairman or Vice-Chairman. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture.

The person who shall be the City Clerk of the Beneficiary shall be the Secretary of the Trustees. The Trustees shall designate such Assistant Secretaries of Trustees as may be necessary or required, any of whom may or may not be a Trustee. The Secretary (and in that person's absence an Assistant Secretary) shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

The person who shall be the City Treasurer of the Beneficiary shall be the Treasurer of the Trustees. The duties of the Treasurer shall be prescribed by the Trustees.

The

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Trustees may, but shall not be required to, appoint a

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person who shall be the City Manager of the Beneficiary shall act as General Manager

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for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation, but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder.

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In the event a General Manager and/or Executive Director for the Trust is appointed by the Trustees, the s

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shall administer the business of the Trust Estate as directed from time to time by the Trustees.

The Trustees are authorized to contract, in connection with the incurrence of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, may set forth the terms and conditions under which such Temporary Trustee or Trustees or Receiver may be appointed to operate the Trust Estate and may provide for compensation to be paid, and may provide for such appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness or obligation of the State or the Beneficiary nor personal obligations of the Trustees, but shall constitute obligations of the Trust only, payable solely from the Trust Estate.

The Trustees, the State, and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or

obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his, her, or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust an audit of the funds, financial affairs and transactions of the Trust including, but not limited to, all fees, salaries and expenditures in exact amounts and specifying to whom such expenditures were paid. Such audit is to be certified with an unqualified opinion of an independent, certified public account. A copy of the annual audit of the Trust shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by specific resolution of the Trustees, the fiscal year of the Trust shall be July 1 to June 30 of the following year. All expense incurred in connection with the annual audits shall be paid from the Trust Estate.

Every person becoming a Trustee shall first take the Oath of Office required of an elected public officer. The Oath of Office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the Clerk or Deputy Clerk of the Beneficiary. Every officer and employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State and the cost thereof shall be paid from the Trust Estate.

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Every trustee shall at all times be bound by City of Norman Ethics Policy for City Council, Boards, Commissions, and Committees of the City of Norman, as adopted by Resolution No. R-0809-123 of the Norman City Council, and as may be amended from time to time.

TRUST INDENTURE
CREATING
THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the _____ day of _____, 201_, by Cindy Rosenthal, hereinafter referred to as the Trustor, and Cindy Rosenthal, Roger Gallagher, Tom Kovach, Hal Ezzell, Carol Dillingham, David Spaulding, Linda Lockett, Jim Griffith, and Dan Quinn and their respective successors as provided herein, to be known as the Trustees of the Norman Economic Development Authority, who shall be and are hereinafter referred to as Trustees of said Authority, hereinafter referred to as "Authority" or "Trust", hereby creates and establishes a public trust for the use and benefits of The City of Norman, Oklahoma (referred to herein as the "City" and the "Beneficiary") pursuant to the terms of Title 60, Okla. Stats. 2001, Sections 176 *et seq.* and prescribes the terms thereof as follows:

NOW THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others may heretofore or from time to time hereafter assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits, and increases thereon unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Norman, State of Oklahoma, such City being hereby designated and hereinafter referred to as "Beneficiary" and upon the trusts, terms and conditions hereinafter stated.

ARTICLE I
Creation of Trust

The undersigned Trustor recreates, creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

The undersigned Trustor hereby forever irrevocably conveys, relinquishes and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Trust Indenture and the trust created hereunder, including, without limitation, the right to consent to and approve any further changes, amendments or supplements to this Trust Indenture.

ARTICLE II
Name and Effective Date of Trust

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be the "Norman Economic Development Authority" and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of execution by the Trustees of the Trust and acceptance of the beneficial interest herein by the Beneficiary.

ARTICLE III
Definitions

"Act" shall mean the Oklahoma Public Trust, being Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended and supplemented.

"Authority" shall mean the Economic Development Trust Authority created pursuant to this Trust Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

"Beneficiary" shall mean The City of Norman, State of Oklahoma, acting by and through its City Council.

"Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority to be issued under this Indenture.

"By-Laws" shall mean the By-Laws, if any, duly adopted by the Authority as the same may be amended from time to time.

"Governmental Agency" shall mean the United States of America and the State or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.

"Lending Institution" shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association and any other financial institution or Governmental Agency or person.

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust, security agreement or other instrument creating a lien on a fee interest in real and/or personal property or a leasehold on such fee interest.

"Mortgage Loan" means an interest bearing obligation secured by a Mortgage.

"State" shall mean the State of Oklahoma.

"Trust Indenture" shall mean this Trust Indenture dated as of _____ ___, 201_.

"Trustees" shall mean the Trustees of the Authority.

ARTICLE IV
Purposes of Trust

The purposes of this Trust are:

(1) To assist the Beneficiary, the State of Oklahoma, its Governmental Agencies, and private entities, agencies, and citizens in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the State of Oklahoma and the Beneficiary in order to lesson the burdens on government and to stimulate economic growth and development, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to the future economic growth and development of the Beneficiary; to inventory the services, facilities and resources of the Beneficiary; to promote, stimulate, encourage, and finance the growth and development of the utility, agricultural, and industrial resources of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources and tourist attractions; to foster and promote an improved industrial climate within the Beneficiary and to otherwise promote its general economic welfare and prosperity and to finance any and all programs, utilities, facilities or resources promoting or intending to promote any of the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:

a. To promote and develop any and all utility and public works projects or facilities of any type or description including, but not limited to, those for water, sewer, electric, solid waste, natural gas or other public utilities of any type or description.

b. To promote, develop and finance projects or facilities relating to agriculture, farming, ranching and agri-business of any sort or description including, but not limited to, any land or personal property related thereto, or projects relating to cattle, poultry, irrigation equipment and systems, or other agri-projects of any other sort of description.

c. To promote, finance, and develop commercial and industrial projects or facilities and to exercise all of the powers, privileges, and prerogatives of industrial trusts within this State.

d. To promote, finance and develop projects or facilities relating to the development of energy of any sort or description including, but not limited to those relating to the development of oil, gas, coal, gravel, lead, zinc or other minerals or hydro-carbons, the financing of oil and gas equipment refineries, drilling and pumping rigs and equipment, or other energy development of any sort or description and synthetic fuel facilities.

e. To promote, finance and develop projects, facilities, services and industries pertaining to the development or improvement of: individual, commuting, airport and mass transportation; transportation generally; trucking; handling and shipping of goods; railroads, railroad rights-of-way; railroad equipment or rolling stock construction, repair or maintenance facilities; air transportation, public or mass transportation systems, facilities and equipment, and the financing of automobiles, trucks and vehicles of every sort and description; and other methods and modes of transporting people, goods and equipment of whatsoever kind or character, within the boundaries of the Beneficiary and to provide additional employment or increase transportation efficiency which will benefit and strengthen the economy of the Beneficiary.

f. To promote, finance and develop recreational, sports, cultural, tourism, entertainment and communication media projects or facilities including, but not limited to mass-media broadcasting facilities such as radio, television and cable television equipment and facilities.

g. To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish and regulate any facilities related to any of the foregoing and, if desired, to lease such facilities and to operate the same in connection therewith and to do, perform, own, acquire, construct or engage in or finance any other enterprise or activity, project or facility to such extent and in such manner as now is or may be considered a proper and lawful function of public trust entities within the State of Oklahoma.

(2) To promote the development of adequate housing within the territorial limits of the Beneficiary whether single family dwellings or multi-family dwellings:

a. By making or committing to make or participating in the making of loans to non-profit sponsors of housing;

b. By making or committing to make or participating in the making of loans to persons upon terms and conditions requiring such owners to use the proceeds of such loans to construct, acquire, rehabilitate or improve housing and such additional terns and conditions as may be set by the Authority;

c. By participating in all Government Agency programs relating to housing and housing projects;

d. By participating in housing programs of all kinds to assist in providing safe and sanitary housing to the residents of the Beneficiary and surrounding community.

(3) To provide funds and assistance for the purposes set out in this Indenture which include, among others:

a. The expansion of the supply of funds in the Beneficiary available for new Mortgage Loans for housing; and

b. The provision of the additional housing needed to remedy the shortage of such housing within the boundaries of the Beneficiary and to upgrade substandard housing within the boundaries of the Beneficiary so as to eliminate the existence of substandard dwellings.

(4) To hold, maintain, and administer any leasehold rights in and to physical properties heretofore or hereafter demised to the Beneficiary or the Authority and to comply with the terms and conditions of any such lease.

(5) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said property, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust, but no longer needful for Trust purposes.

(6) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the State of Oklahoma, the United States of America, or the Beneficiary, or for use by authorities or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop construct and enlarge railroad and railway facilities, trucking, air transportation, public or mass transportation, and all phases of transportation relating to commerce; improve, extend, replace, reconstruct, repair, operate and maintain railroad rights-of-way, trucking, air transportation, public or mass transportation projects, and related facilities; maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, within the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining such facilities, functions or activities.

(7) To perform, on behalf of the Beneficiary, all functions, activities, and powers authorized by industrial and economic development statutes as they from time to time exist.

(8) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, personal or mixed) necessary or desirable for executing and fulfilling the Trust purposes, as set forth in this instrument,

and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(9) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE V
Duration of the Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated as hereinafter provided.

ARTICLE VI
The Trust Estate

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.

(2) Any and all leasehold rights heretofore or hereafter remised to the Trustees by the Beneficiary, and others as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, mortgages, collateral and all other things of value heretofore or hereafter coming into the hands of the Trustees under this Trust Indenture.

(4) Cash in the sum of $10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.

ARTICLE VII
The Trustees

(1) The Trustees of this Trust shall be the duly elected/appointed Residents/Councilmembers of Norman, Oklahoma and their successors. Each successor in office shall without any further act, deed or conveyance, automatically becomes a Trustee of this Trust and becomes fully vested with all the estate,

properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.

(2) The Trustees shall elect the person who shall serve as Chair of the Authority. The person who shall be the Chair of the Authority shall preside at all meetings and perform other duties designated by the Trustees and shall serve until a successor be duly elected and qualified. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Indenture; provided, if a greater affirmative percentage vote is required by law, such legally required greater affirmative percentage vote shall be required for vote on that particular matter in order that the laws of the State of Oklahoma may be fully complied with in all respects. The Trustees shall elect one of their members who shall serve as the Vice Chair, and who shall act in the place of the Chair during the latter's absence or incapacity to act and such person shall serve until the Chair's successor be duly elected and qualified.

(3) The duly acting City Clerk shall serve as Secretary of the Authority, and the Trustees may select one or more Assistant Secretaries of the Authority. The Secretary (and in his/her absence, an Assistant Secretary) shall keep minutes of all meetings of the Authority and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Authority. All meetings of the Authority shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the Authority shall be considered as public records and available for inspection at all times by any interested party in conformity with applicable provisions of the Oklahoma Open Records Act.

(4) The City Finance Director shall serve as Treasurer of the Authority and the Trustees may select one or more Assistant Treasurers of the Authority.

(5) The Trustees may appoint a General Manager and/or Executive Director for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust Estate is appointed by the Trustees, the said General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees. The General Manager and/or Executive Director may not be a Trustee.

(6) The Authority is authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of

either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidence of indebtedness to be issued by the Authority shall not constitute an indebtedness of the State or the Beneficiary or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Authority payable solely from the Trust Estate.

(8) The Trustees, the State, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operations of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(10) The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust, an audit of the funds, financial affairs and transactions of the Trust, including but not limited to all fees, salaries and expenditures in exact amounts and listing to whom paid. Such audit is to be certified with an unqualified opinion of an independent, certified public accountant. A copy of such annual audit shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by resolution of the Trustees, the fiscal year of the Trust shall be identical with the fiscal year of the Beneficiary. The cost of the foregoing audits shall be paid from the Trust Estate.

(11) Every person becoming a Trustee first shall take the oath of office required of an elected public officer. The oath of office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the proper authorities and in the manner prescribed by the Act (and/or as otherwise prescribed by the laws of the State of Oklahoma). Every non-Trustee officer and/or employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified by law and as specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to

the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State of Oklahoma and the cost thereof shall be paid from funds of the Trust.

ARTICLE VIII
Powers and Duties of the Trustees

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of and in the name of the Authority:

(1) To sue and be sued.

(2) To have a seal and alter same at pleasure.

(3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder.

(4) To make and alter by-laws for its obligations and internal management as provided herein.

(5) To make and alter rules and regulations pertaining to any loan or other program developed by the Authority.

(6) To acquire, lease, convey, or otherwise hold and dispose of real and personal property for its Trust purposes; provided that, no purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see or be liable for the application of the purchase or rental monies arising therefrom.

(7) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust and to issue the same for any of the purposes of the Trust authorized hereby including, but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing facilities discussed in Article IV hereof or for any other lawfully permitted facilities which may be secured with Mortgages, security interests or other collateral satisfactory to the Trustees; making Mortgage loans or purchasing Mortgage notes secured by Mortgages on dwellings; acquiring real or personal property or facilities at foreclosure of any loan or obligation or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument securing any indebtedness of the Trust; refunding or advance refunding any outstanding indebtedness of the Trust; creating any reserves or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the furtherance of the Trust purposes or in connection with the securing of any of the Trust's debts or in the administration of Trust programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:

a. Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Trust at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and

b. Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such Bonds, Notes, evidences of indebtedness or other obligations of the Trust; and

c. Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and

d. Create any reserve fund and any and all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidences of indebtedness.

Any such indebtedness shall be deemed to be incurred or issued on behalf of the Beneficiary and may be general or special obligations of the Trust as the Trustees may from time to time determine.

(8) To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.

(9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.

(10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.

(11) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue the furnishing of services and facilities to, and foreclose on any collateral of, any person, firm, or corporation, or public instrumentality delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(13) To make and perform contracts of every kind including, management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of

exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, collateral, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(14) To exercise or to request of, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of the power of eminent domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs.

(15) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon termination of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.

(16) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.

(17) To receive funds, money, property, collateral, services, rights and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities, grants or loans for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source.

(18) To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.

(19) To make, or commit to make, or participate in the making of Mortgage Loans whether for construction, for acquisition, financing or purchasing of housing.

(20) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in accordance with the laws of the State.

(21) To sell any mortgages or other personal property acquired by the Authority at public or private sale and at such price or prices as it shall determine.

(22) To renegotiate, refinance or foreclose, or contract for the foreclosure of any Mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any Mortgage; to commence any action to protect or enforce any right conferred upon it by any law, Mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Trust and the holders of its Bonds, Notes or other obligations.

(23) To renegotiate or refinance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to protect or enforce any right conferred upon it by law, loan agreement, contract or other agreement.

(24) To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Trust and pay the reasonable value of services rendered to the Trust pursuant to such contracts.

(25) To sell any loans made or acquired by the Trust at public or private sale and at such price or prices and on such terms as the Trust shall determine.

(26) To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase and servicing its Mortgage Loans, Notes, Bonds, commitments and other evidences of indebtedness.

(27) To procure insurance against any type loss in such amounts, and from such insurers, as it may deem necessary or desirable.

(28) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its Trust purposes, to the modification of the rate of interest, time of payment of any installment of principal or interest, or any other terms of any Mortgage Loan, Mortgage Loan commitment, construction loan, temporary loan, contract or agreement of any kind to which the Trust is a party.

(29) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and to do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

(30) To exercise exclusive management and control of the properties of the Trust Estate.

(31) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit.

(32) To select depositories for the funds and securities of this Trust.

(33) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims against the Trust Estate upon any evidence deemed by the

Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

(34) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purposes of Trust" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.

ARTICLE IX
Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X
Beneficiary of Trust

(1) The Beneficiary of this Trust shall be the City of Norman, Oklahoma, under and pursuant to Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof, except as herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and only then, the Beneficiary shall receive the residue of the Trust Estate.

(3) The Trust is solely and exclusively for public purposes; and it is solely for the benefit, betterment and the furtherance of the public purposes of the City of Norman, Oklahoma, and its inhabitants and citizens; and all assets, property, moneys, income, gain or other things of value now owned by the Trust, or that may at any time come into control or direction of the Trust or its Trustees, or any interest the Trust may have or hereinafter

acquire therein, be and the same are hereby exclusively and perpetually dedicated solely to the public interests of the City of Norman, and to the public purposes for which the Trust was created and all pursuant to the public purposes and functions of the Beneficiary of the Trust, the City of Norman, Oklahoma.

(4) The Beneficiary will have access at all times to the books and records of the Trust.

ARTICLE XI
Adoption and Amendment of By-Laws; Amendment and Termination of Trust

This Trust Indenture may be amended by an affirmative vote of at least two-thirds (2/3) of all Trustees and any such proposed amendment shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend By-Laws of the Trust.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust without the consent of holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any resolution, indenture or agreement relating to such indebtedness.

This Trust shall terminate -

(1) When the purposes set out in Article IV of this instrument shall have been fully executed; or

(2) In the manner provided by Oklahoma law. Provided, however, that this Trust shall not be terminated by voluntary action while there be outstanding indebtedness or fixed obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall terminate.

ARTICLE XII

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

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IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

Cindy Rosenthal, Trustor	Cindy Rosenthal, Trustee
Roger Gallagher, Trustee	Tom Kovach, Trustee
Hal Ezzell, Trustee	Carol Dillingham, Trustee
David Spaulding, Trustee	Jim Griffith, Trustee
Linda Lockett, Trustee	Dan Quinn, Trustee

[Remainder of Page Intentionally Left Blank]

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the ____ day of _____, 201_, appeared _____, and further known to me to be the identical person who subscribed said person's name to the foregoing instrument, as Trustor, and acknowledged to me that said person executed the same as said person's free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the ____ day of _____, 201_, personally appeared _____, _____, _____, _____, and _____, and further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the City Council of the City of Norman, State of Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said City in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of said City, attested by the City Clerk of said City, pursuant to direction of the City Council of said City, this ____ day of _____, 201_.

CITY OF NORMAN, OKLAHOMA

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)